THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA and

THE CHILES ACADEMY

entered into as of the 30th day of June, 2020
by and between

THE SCHOOL BOARD OF VOLUSIA, FLORIDA,
a body corporate operating and existing under the Laws of the State of Florida

and

THE CHILES ACADEMY, INC. D/B/A THE CHILES ACADEMY
868 George W. Engram Blvd, Daytona Beach, FL 32114
a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Volusia County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean The Chiles Academy, Inc. d/b/a The Chiles Academy.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.

2. Term. The term of this Charter shall be 5 years commencing on July 1st, 2020 and ending on June 30th, 2025 unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;

b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based

reading research if not timely cured after written notice;

c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

d. Failure by the School to provide the District with access to records as required by law or this Charter;

e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

f. Violation by the School of any court order pertaining to the operation of the School;

g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

k. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English

Language Learners (ELL).

n. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

o. Willfully or recklessly failing to manage public funds in accordance with the law;

p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

q. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within

two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

   i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

   i. The Sponsor shall review the proposed academic achievement goals within

30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will not adopt the Sponsor's student progression plan. The School shall maintain complete student records and present their own high school diplomas to those students who have met all graduation requirements.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve pregnant and parenting students in grades 6 through 12 and their children who are in the School's Teen Parent Program.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific

student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

The School will participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

The School will abide by all state and federal laws and regulations that govern the operation of the childcare. Licensing for the childcare at the School will be renewed and maintained in the name of the School. Copies of all inspection reports by outside agencies will be provided to the Sponsor upon request.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools

that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to

attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projected Enrollment: No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board. Notwithstanding the above, for the term of this Charter, the School will serve a maximum of one hundred fifty (150) students and one hundred fifty-eight (158) children on site.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not A nnual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

   Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

   Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
(a) The due process hearing is conducted pursuant to applicable State laws and rules;
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE

placement; and other supports and services as agreed to by the School and the District.

J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be

included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student

information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate

of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository

specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School

shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the

use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

i. Guarantee payment for any purchases made by the School;

ii. Guarantee payment for any debts incurred by the School;

iii. Guarantee payment for any loans taken out by the School.

iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 868 George W. Engram Blvd, Daytona Beach, FL 32114. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor

and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

B. Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access by the School participating in the Sponsor's feeder program, and in compliance with Florida Administrative Code 6A-0525(d) and Florida Statutes, Section 1011.68(1)(b)

C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through

such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as

required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. <u>Applicable to All Coverages the School Procures</u>

1. Other Coverages: The insurance provided by the School shall apply on a primary

basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.

2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self- insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

   The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

   The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
   Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly

performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a [private employer] and [will participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

8. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

None

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida

Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Governing Board meeting agenda and minutes

B. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement [if materially revised]

17. Student Progression Plan [if materially revised]

C. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties

arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

The Chiles Academy, Inc.
Attn: Governing Board Chair
868 George W. Engram Blvd,
Daytona Beach, FL 32114

Arnold Law Firm
6279 Dupont Station Court
Jacksonville, FL 32217

2. Notices to the Sponsor

The School Board of Volusia County, Florida
Attn: Superintendent
200 N. Clara Ave.
DeLand, FL 32720

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the

Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: Freeman Green June 5, 2020
Freeman Green, Chair Date

ATTESTED:

By: Carrie Enck June 5, 2020
Carrie Enck, Secretary Date

THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

By: _____ Date

Ida Wright, Board Chair

ATTESTED:

By: Ronald Fritz, Superintendent Date

APPROVED AS TO FORM:

By: Carol Yoon June 4, 2020
Carol A. Yoon, Esq. Date

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

APPENDIX 1

Teen Parent East Conversion Charter School Application

Submitted to the School Board of Volusia County, Florida
on October 1, 2001 by the Founding Board of the Teen
Parent East Conversion Charter School, hereinafter referred to as

The Chiles Academy

Revised December 1, 2001
Revised February 25, 2002
Revised March 18, 2002

Contact Person:

Anne K. Ferguson
202 Hillsboro Street
New Smyrna Beach, FL 32169
(386) 409-3294

National Information About Charter Public Schools

Definition

Charter schools are independent public schools, designed and operated by educators, parents, community leaders, educational entrepreneurs and others. They are sponsored by designated local or state educational organizations that monitor their quality, progress and operations. The "charter" establishing each school is a written performance contract detailing such items as school mission, program, goals and measures of success. Charter schools are accountable to state officials, their authorizers, parents and the public. Freed from bureaucracy often found elsewhere, charters design and deliver programs tailored to educational excellence and student and community needs.

Frequently Asked Questions

The following are brief answers to common questions about charter schools.

The Chiles Academy
1250-A Reed Canal Road
Port Orange, FL 32129
(386) 322-6102

The mission of The Chiles Academy is to combine a community of support and guidance for school-age parents with the goal of attaining a high school diploma, which will empower them to become independent and responsible citizens.

- ***Who attends charter schools?***
  Nationwide, students in charter public schools have similar demographic characteristics to those in traditional public schools, although more than half of the charters report serving significant populations of minorities, at-risk and low-income students.

- ***What do we know about how charter schools operate?***
  - — Most charter schools are newly created, while a few are converted from existing schools.
  - — Most charter schools are small schools (average enrollment is 242 students).
  - — They serve many different communities with a variety of curriculum and programs.
  - — They vary significantly from state to state and school to school.
  - — Many charter schools have atypical grade configurations
  - — Charters typically use achievement tests as one way to measure performance.

- ***How do charter schools differ from traditional district public schools?***
  Charter schools operate from three basic principles:
  — **Accountability:** Charter schools are judged on how well they meet student achievement goals established by their charter, and by how well they manage their fiscal and operational responsibilities. If they fail to deliver, they are closed.
  — **Choice:** Parents, teachers, community groups, organizations or individuals interested in creating a better educational opportunity for children can start charter schools. Local and state school boards, colleges and universities and other community agencies interested in fostering innovation and excellence in schools sponsor them. Students choose to attend, and teachers choose to teach at charter schools.
  — **Autonomy:** Charter schools are freed from the traditional district bureaucracy that diverts a school's energy and resources toward compliance rather than excellence.

- ***How are charter schools funded?***
  Like traditional district schools, charter schools are funded according to the number of students attending. However, in a number of states, they do not receive the full equivalent of their district counterparts. Unlike traditional schools, most charter schools do not receive funding to cover the cost of securing a facility.

THE
LAWTON CHILES
FOUNDATION

Ms. Anne K. Ferguson
Teen Parent East
202 Hillsboro Street
New Smyrna Beach, Florida 32169

October 22, 2001

Dear Ms. Ferguson:

Your very good letter has been received with great appreciation by me and by the members of our foundation staff. As I read the quote of Carrie Stebbins-Enck I had a visual image of how pleased Lawton would have looked to know that she had been helped by his encouragement. His conviction that supporting early prevention was good public policy was assured by his visit to your program.

He championed the Teen Parent East School at every opportunity, and I cannot think of any recognition of his public service that would be more meaningful to him and his family than to have his name associated with its conversion to The Teen Parent East Charter School.

There is a possibility that I will be having hip surgery and not available for your dedication ceremony. Our Daytona Beach foundation board member, Tom Staed, as well as my son, Ed, may be able to attend.

Congratulations to you, your staff and students as you move into your charter school status.

Most cordially,

Rhea Chiles

Rhea Chiles

OFFICERS

Rhea G. Chiles
Founder & Chair

Lawton Chiles III
President

Edward G. Chiles
Vice-Chair

Kimbel P. Orr
Executive Vice-President

16 South Monroe Street
Suite 200
Tallahassee, Florida 32301
850/222-3366
850/222-8160 *fax*

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THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

Application for Conversion Charter

Teen Parent East Conversion Charter School

This conversion charter school application is being submitted to the **School Board of Volusia County**, Florida, hereinafter referred to as the Sponsor, by the **Teen Parent East Conversion Charter School,** hereinafter referred to as **THE CHILES ACADEMY,** a not-for-profit corporation operating under the Laws of the State of Florida.

THE CHILES ACADEMY is being established for the purpose of serving a maximum enrollment of 145 pregnant and/or parenting in grades six through twelve, and their children.

THE CHILES ACADEMY is a school of choice for students desiring academic success regardless of their home background or their learning style. THE CHILES ACADEMY shall meet all applicable state and local health, safety, and civil rights requirements and shall not violate the anti-discrimination provisions of FS 228.2002. As a conversion charter school, THE CHILES ACADEMY will continue to comply with dropout prevention requirements.

It is the goal of THE CHILES ACADEMY to provide a holistic educational program that addresses the academic, social, health, and emotional needs of each student. This will be accomplished by requiring that the student attend with their child, and by creating an alliance among students, families, the community, social service agencies, and THE CHILES ACADEMY faculty and staff. This alliance will aid in changing the knowledge base of the students while improving their decision-making abilities and social skills.

In addition to a competency-based and traditional curriculum, prenatal health care, parenting education, early childhood development, counseling, and social skills will be integral parts of THE CHILES ACADEMY. Community service, outreach, and career exploration will also be important components of the program.

I. ACADEMIC DESIGN

1) Mission

A. Describe the core philosophy or underlying purpose of the proposed school.

Purpose

Statement of Need:

1. Teen Parent Demographics

Although the birthrate to teen parents has declined since 1990, in the year 2000 Volusia County reported 613 adolescents 19 years and younger gave birth. (Florida Vital Statistics Annual Report) The report also identified that a majority of these birth mothers had less than a twelfth grade education. The current teen parent programs in Volusia County reach less than 20% of the births-to-teens population.

The infant mortality rate for teen mothers is 39% higher than the rate for women over the age of nineteen. Data from Volusia County and around the state of Florida indicates there is an alarming increase in incidents of child abuse, shaken baby, and anger of parents and adults in the household for children of teen parents. More than half of teen mothers less than age nineteen were one or more years below school grade level for their age.

Recent research by the Center for Education Reform has revealed that charter schools are better able to serve at-risk students, such as teen parents, who are largely underserved in the traditional public schools. Charters also are increasingly targeting students who would likely not even be in school without the charter school's existence. Upon charter approval, our school will build upon existing community strengths, and the network already in place, to locate and offer services to pregnant and parenting teens. An extensive referral system utilizing social workers, school guidance counselors, health clinics, churches, and other local organizations will assist in the development and implementation of dropout prevention and retrieval.

2. Social Needs

Our community continues to battle the problems of teen pregnancy, multiple pregnancies, child abuse, overburdened parents, and high mortality rate of infants -- particularly to teenagers. Recent information has shown that positive relationships during the early development of a child can significantly reduce the onset of social and emotional problems. Brain development research confirms what educators have known for a long time -- early intervention dramatically increases learning skills. THE CHILES ACADEMY plans to build on a historically successful program that focuses on developing responsible parenting, mental health, personal health, family development, parent child attachment and bonding (emotional development), and reduction of repeated pregnancies in teens.

A survey of teens and parents in the state of Florida in 1999 provides the following statistics and ideas. This survey assessed opinions about teen pregnancy, educational considerations, various community roles and values regarding teen pregnancy and sexual activity among teens.

Contributing factors receiving high responses were:

- ✓ Lack of parental supervision, poor communication between teens and parents
- ✓ Poor understanding of the consequences of sex
- ✓ Need to be loved
- ✓ Low self-esteem
- ✓ Poor school achievement (This response was high among females.)
- ✓ Not believing she will get pregnant

- ✓ Peer pressure to engage in sexual behavior
- ✓ Lack of goals
- ✓ Lack of religious values

Important factors identified as serious problems leading to teen pregnancy include . . .

- ✓ Illegal drug use
- ✓ Poor adult role models
- ✓ Family breakdowns
- ✓ Parent/child communication problems
- ✓ Premature sexual activity
- ✓ Dropping out of school
- ✓ Violence in the home and in the school
- ✓ Sexual abuse in the home

Phi Delta Kappan research concluded that parent or family responsibilities (child care or a baby in the house) leads to absenteeism and non-completion of high school. These same problems are encountered in the work force.

Kids Count Florida, published for the Governor's Summit, identified poor infant care as the first ring in a spiral to teenage violence. Brain development research states the need for consistent attachment and bonding. The lack of attachment and bonding is the second ring leading to violence. The third ring was poor achievement in school. This correlates to the repetition of teen pregnancies. The fourth ring is child abuse. This source stressed the impact of early intervention in the first three years of life on breaking the cycle and giving these infants a chance to succeed.

The purpose of THE CHILES ACADEMY is to develop a comprehensive program that will provide a school of choice for at-risk pregnant and parenting students and their babies. Within the program, students and their children will have the opportunity to learn how to become successful parents, scholars, and citizens.

The purpose for a quality child care center is clear: The capacity to learn begins at birth. Research has shown that a young child is capable of learning much more than was believed in the past. Educators of children know how important it is to nurture the development of the brain in infants and young children. It is also imperative that caregivers in high quality child care provide for the physical needs of the child, while providing an "educational" experience as well.

Holistic early education in the child care setting creates a foundation for the development of a healthy child who will perform well throughout his/her schooling. As a society we must address the special needs of the children of teen parents. Disadvantaged children can "catch up" in the early years in school, but there are serious gaps in learning that limit sophisticated growth in reading and math. A well-designed child care center that addresses the language, cognitive, emotional, and motor skills of a child on a regular basis can establish positive connections for life long learning. The time and money spent now for early learning will be paid back tenfold when the young people who participate in the child care settings that follow "best practices" become well adjusted and responsible adults.

The implementation of this educational framework will create an innovative and unique foundation to help break the repeating cycles of this at-risk population. The curriculum will include instruction in prenatal and postnatal health care, parenting skills, the benefits of sexual abstinence, and the consequences of subsequent pregnancies.

THE CHILES ACADEMY shall be non-sectarian, and non-discriminatory in its programs, admission policies, employment practices, and operations.

Core Philosophy and Mission

The mission of THE CHILES ACADEMY is to combine a community of support and guidance for school-age parents with the goal of attaining a high school diploma, which will empower them to become independent and responsible citizens.

We believe that:

- Pregnant and parenting students are unique within the realm of drop-out prevention. In order to achieve the goal of attaining a high school diploma, this population must have most, if not all of the following:
  - Consistent, accurate, and non-judgmental communication from nurturing adults.
  - The opportunity to do something well.
  - Recognition for efforts made.
  - A chance to contribute to the community,
  - The opportunity to work and pursue an education, values in life, and strong beliefs.
  - Help with schoolwork.
  - Help for any kind of abuse; be it neglect, emotional, or physical abuse.
  - An understanding of the benefits of abstinence, and postponement of pregnancy.
  - The ability to think of their lives in terms of achievement as opposed to just being mothers.
  - The ability to solve problems and communicate feelings.
  - The opportunity to negotiate with learned skills

- A community composed of learners of all ages fosters a spirit of interdependency that allows individuals to grow and develop in a nurturing, caring, safe, and compassionate environment

- Students will thrive in environments in which expectations are clear and consistent at all levels, and in which the entire school community knows them.

- The low student-to-teacher ratio will provide more one to one opportunities for students who may need additional support.

- All students at the high school level seeking a standard high school diploma can successfully master the requirements of the FCAT state assessment instrument, providing they are given individualized instruction, a firm academic base, and the required time to master these necessary skills

- The quality of a comprehensive parenting curriculum must include the following components:

  - Development of baby before birth
  - Coping with physical discomfort and stress
  - Preparing for labor and delivery
  - Family role during pregnancy
  - Needs after delivery
  - Caring for newborn
  - Social support for the growing child

- The quality of a child care curriculum for infants and toddlers must include the following components:

  - Responsive care giving
  - Continuity of care
  - Small groups with high staff-to-child ratios
  - Individualized programming
  - Responsive environments
  - Cultural and linguistic continuity
  - Competent and trained staff
  - Appropriate health and safety practices
  - Curricular resources

The School Culture

THE CHILES ACADEMY will be a small, distinctive and intimate community, which will share a common vision to provide a warm, supportive environment in which all students and children will feel welcome and accepted.

An on-site child care center will be provided for children from two weeks of age to approximately one year, or when the child's development `surpasses the physical boundaries of a safe environment.

The on-site child care will also provide four openings for the children of the teachers at Atlantic High School. The value of providing the teen parents with adult role models in the child care setting cannot be measured. Pregnant and parenting teens experience a period of profound physical, emotional, and social change where they are at great risk for becoming alienated from school and society. This at-risk population has a tendency to experiment with different roles and identities, and struggles between the desire for independence and the need for peer and adult acceptance. They have the capacity to integrate others' perceptions into their self-image and frequently look to others to help develop a positive, realistic image of self. During this period, pregnant and parenting teens need safe environments in which the expression of caring is supported, rather than disdained, by peers or adults.

Providing adult role models that are parents themselves will allow students to watch, listen, and gain insight into the world of parenting. This method of learning by example, through day-to-day observation of appropriate parenting skills by the teen parent, will provide a meaningful foundation for each student to demonstrate a proficiency of parenting skills in a hands-on lab setting.

When the on-site child care reaches capacity (30 children), priority will be given to the youngest children. Teen parents enrolled at THE CHILES ACADEMY will have first priority for available on-site child care slots. Outside (contracted) child care through a partnership with the Child Care Resource Network will be provided to the children who meet the exit criteria.

Educational Outcomes

Middle School

Students enrolled in the middle school course of studies at THE CHILES ACADEMY will be expected to achieve the following educational outcomes in order to prepare them for success at the high school level and beyond:

- ✓ Sound parenting practices
- ✓ Ability to access appropriate services as needed
- ✓ Appropriate self-esteem and delayed gratification
- ✓ Time management and goal-setting

- ✓ Respect for the law and for the rights of others
- ✓ Oral and written communication skills
- ✓ Mathematics and computational skills
- ✓ Basic computer skills
- ✓ Appropriate social skills
- ✓ Research skills
- ✓ Decision-making skills
- ✓ Career exploration

High School
In addition to earning credits toward a standard high school diploma, the staff of THE CHILES ACADEMY believes that the following educational outcomes are necessary in order for each graduate to become successful parents and contributors to society:

- ✓ Sound parenting practices
- ✓ Ability to access appropriate services as needed
- ✓ Appropriate self-esteem and delayed gratification
- ✓ Time management and goal-setting
- ✓ Respect for the law and for the rights of others
- ✓ Oral and written communication skills
- ✓ Mathematics and computational skills
- ✓ Basic computer skills
- ✓ Appropriate social skills
- ✓ Research skills
- ✓ Decision-making skills
- ✓ Adequate and attainable post-secondary and career planning

School Improvement Plan
The current school improvement plan will be redesigned to reflect the core philosophy and mission statement of THE CHILES ACADEMY.

B. Describe the target student population to be served, including student's ages and grade levels at the school

During the initial phase of the conversion charter, pregnant or parenting teens in grades six through twelve, which are students of Volusia County, will be eligible to attend the charter school. Students will range in age from approximately thirteen to twenty years of age. Infants must be at least two weeks old to enroll in on site nursery.
It is recommended that students stay at least one full year (two full semesters.) However, this is a school of choice and students may return to their zone school at any time. Students who choose to give their babies up for adoption will be encouraged to return to their zone school when emotionally ready to do so. In the event that it is determined that a student needs to stay longer than three full semesters, the following policy will be in effect:

1. Fourth semester – the parent or guardian must have approval by a committee comprised of: a governing board member, a faculty member, a guidance counselor, a representative of the sponsor, and a staff member.
2. Fifth semester and beyond – the parent or guardian must have approval by a committee comprised of: a governing board member, a faculty member, a guidance counselor, a staff member, and a representative of the sponsor. The sponsor's representative is granted the final decision.

During the 2002-2003 school year, THE CHILES ACADEMY will serve up to 50 sixth through twelfth graders and 44 babies, 24 of whom will be served on site, while the remaining 20 are

served in contracted child care located off campus, with first priority given to those students within THE CHILES ACADEMY transportation zone. The charter school will obtain a contract for these services with the Children's Resource Network. During the 2003-2004 year, the charter school will add at least 10 students in grades six through twelve, and will plan to serve 60 babies, 24 on site, and 36 off site in contracted child care. In the third year THE CHILES ACADEMY plans to serve 72 six through twelfth graders and their babies. This indicates growth of approximately 20% per school year in part due to students being able to stay in the program longer. Grants will be aggressively pursued to fund the cost of establishing a toddler child care center.

There are a number of agencies that work closely with the Teen Parent East program to assist in the identification of students who would be best served by this school. These agencies include Volusia County health care providers and religious organizations. THE CHILES ACADEMY would like to include the following agencies as partners: The Nesting Tree, Inc., Healthy Families, Healthy Start, The Children's Home Society, The Department of Children and Families, The Department of Juvenile Justice, Child Care Resource Network, Daytona Beach Community College, Pace Center for Girls, The Domestic Abuse Council, and the Rape Crisis Center.

Resources within the school system such as guidance counselors, teachers, administrators, etc. will also identify the students eligible for this charter school. Although any student who wishes to apply may do so, the following entrance criteria will be provided to parents and students in order to assure best placement.

Entrance Criteria
The initial target population will be students who are pregnant or parenting teens in grades six through twelve whom may display two or more of the following characteristics:

1) The student has demonstrated a negative attitude toward learning, class participation, self- motivation and/or responsibility.

2) The student has had attendance problems beyond explainable illness or family responsibilities.

3) The student has difficulty with peer relations and demonstrates a low self-esteem.

4) The student has a need for individual attention for academic, personal, and/or social difficulties.

5) The student has a history of academic failure in more than one subject.

6) The student is unengaged in the mainstream classroom.

7) The student has been unsuccessful on standardized assessments.

8) The student has expressed a desire for parenting instruction or a need for child care.

2) Educational Program:

A. Describe the educational program of the school, providing an overview of curriculum objectives and content of the main subject areas.

➢ Middle School Curriculum

The middle school curriculum will include three years each of language arts, reading, mathematics, science, and social studies. Students will be given a syllabus at the beginning of each course of study. In addition, elective classes may include courses such as personal development, career awareness, remediation of basic skills, parenting, child development, and other appropriate elective courses. An emphasis will be placed on personal development and parenting. These skills will be integrated throughout the curriculum using strategies and methods detailed in the Innovative Practices section of this proposal.

Students may be eligible for remediation if their reading and/or math skills are two or more grade levels below their current grade placement. FCAT scores and teacher recommendation will also be taken into consideration. Identified students may be placed in M/J Intensive Reading, M/J Intensive Language Arts, and/or M/J Intensive Mathematics.

Middle school students will be promoted according to the Volusia County Pupil Progression Plan.

~~A curriculum guide in alignment with the Sunshine State Standards and the Volusia County Schools Program of Studies will be submitted to the sponsor~~. The charter school will use district-adopted curriculum guides for all courses.

The following is a summary of the middle school courses to be offered by the conversion charter school:

M/J Language Arts I, II, & III:
Language Arts courses for grades 6, 7, & 8 will include composition instruction emphasizing the writing process of pre-writing, drafting and revising while addressing the elements of mechanics and grammar. Students will have experience using a word processor for writing and revisions. In grade 6, students will apply skills in reading, speaking, listening, critical thinking, and study skills. In grade 7, speech instruction will include formal and informal presentations and literature study will include a variety of selections. In grade 8, composition instruction will focus on writing essays for various purposes and audiences as well as instruction in reading and vocabulary skills for comprehending various printed materials.

M/J Reading I, II, & III:
Reading courses for all grades will be used to increase and expand vocabulary, comprehension, and study skills using a variety of literary and informational texts. Use of comprehension strategies and graphic organizers will enhance instruction. Reading of literature will be done both individually and in groups. Writing instruction will focus on reader response to literary and non-fiction selections.

M/J Mathematics I (Grade 6):
This course will continue numeration concepts and introduce mathematical content fundamental to pre-algebra. Topics include real-world problem solving involving fractions and decimals, statistics, data interpretation, probability, ratio/proportion, percent, estimation, geometry,

measurement, graphing, number theory, and algebraic thinking. Manipulatives, calculators, and computers will be used as instructional tools for concept development.

M/J Mathematics II & III (Grades 7 & 8):
This is a two-year pre-algebra sequence. These courses will develop the skills and concepts necessary for success in algebra. Content will include real-world problem solving, numeration, number theory, real-world measurement, geometric relationships, probability, statistics, data-interpretation, algebraic sequences, expressions, equations and inequalities. Manipulatives, models, calculators, and computers will be used as instructional tools for concept development.

Algebra 1A:
This course will be available in the Compass lab for students in grade 8 who have shown mastery at an exceptional level in M/J Mathematics II or who were recommended for the course at their zoned school before enrolling at the charter school.

M/J Comprehensive Science I, II, & III:
These courses provide the student with the opportunity to study concepts of life, earth-space, and physical sciences and their applications to everyday life. The content will expose the student to a variety of science disciplines through participation in exploratory experiences and activities. Topics will include the nature of science, the nature of matter, energy, force and motion, processes that shape the earth, earth and space, processes of life and interactions between living things and their environment. Virtual lab experiences and Internet research will be used to enhance the learning experience.

M/J Geography:
Asia, Oceania, & Africa (Grade 6)
Europe & the Americas (Grade 7)

Students will acquire and organize information about places, people, and culture. They will develop a sense of where they are in time, space, and culture and reinforce their sense of personal social identity. The content of these courses shall include history, culture, landforms, climate, politics, law, demographics, vegetation, ethnicity, religion, social roles, social conflicts, customs, and change.

M/J United States History (Grade 8):
The purpose of this course is to enable students to understand the development of the United States within the context of history by examining connections to the past to prepare for the future as participating members of a democratic society. Students will address ecological, political, social, economic, and ethical issues. This course requires establishment of a foundation in American history from which students will study Florida. Students will be challenged to think globally and act locally.

M/J Exploratory Wheels 1-6:
Students will take parenting and/or family & consumer science courses together with high school students. These courses will include classroom instruction as well as lab experiences in the child care centers to reinforce sound parenting practices. Topics will include pre-natal care and nutrition, labor and delivery, post-natal care, parenting of infants, creepers, and toddlers, family living and relationships, budgeting, disease prevention, the benefits of abstinence, and problem solving.

B. Briefly outline the instructional methods to be used, including distinctive instructional techniques to be employed. How will this pedagogy enhance student learning?

❖ Traditional Instruction

Although there are many innovative instructional methodologies, they are not intended to supplant traditional direct instruction. Traditional instruction is an appropriate vehicle for delivering curriculum as long as its use is the result of thoughtful assessment by the classroom teacher. Teachers will be trained to evaluate the appropriateness of instructional methods based on student needs and curriculum.

Staff Training
All of our teachers will participate in training designed to enhance the delivery options for instruction. The faculty and support staff at THE CHILES ACADEMY will have access to all aspects of staff development training offered by the sponsor on a ~~first-come-first-serve~~ space available basis.

Staff training needs may also be addressed by utilizing start-up grant funds, volunteer trainers, and other grant opportunities to implement the innovative practices outlined in this proposal.

Training will begin in July and be ongoing through pre-and post-school planning. In addition, several existing charter schools have applied to receive dissemination grants. In writing these proposals, experienced charter schools offer scholarships for teachers at new charter schools to receive training, lodging, and travel reimbursement at no charge to the new charter schools. Facilitative leadership training by a certified trainer is included in these dissemination grants. Notification for awards of the annual grants is anticipated through the DOE Office of School Choice.

Brain Research
In recent years a great deal of research has been completed in the area of brain-based learning. Based on this research a paradigm shift has occurred with revolutionary implications for educators. From a traditional, psychology-based approach to learning, brain research moves learning into the arena of biology. As educators become aware of the astonishing learning potential innate to all humans, they come to understand that while each human brain is as unique as a fingerprint, a complex, multi-task learning experience is natural. Brain-based learning has evolved from basic left brain/right brain to a study of the whole brain.

Our teachers will explore such brain-based learning topics as:

- The role of emotion in learning
- Automatic cortex learning
- Reactive responses and their biological basis
- The brain's clock and its effect on learning
- The role of nutrition on learning
- The value of goal-setting to increase performance
- Sleep patterns and the effects on the brain's ability to learn

Not only will teachers become more knowledgeable about advances in brain-based learning, they will also develop and apply concrete tools designed to enhance student learning based on brain-based research. Some of the key training topics will include:

- How to hook the brain's attention

- The impact of attitude on learning
- Thinking skills that boost learning
- How to use eye-accessing cues
- Exercises and activities to boost learning

The goal of THE CHILES ACADEMY is not only to integrate brain-based learning both personally and professionally, but also to become role models and trainers on this topic. Brain-based learning combined with the best practices for this at-risk population, as defined by the National Organization for Adolescent Pregnancy Prevention (NOAPP), and Ruby Payne's "The Cycle of Poverty" will be employed into every aspect of this brain-based learning.

Learning Stations
Learning stations will be integrated into the academic structure of THE CHILES ACADEMY. Learning stations are effective instructional tools both at home and at school. In parenting classes, students will use learning stations in the child care center to practice and master such skills as feeding, diapering and playing with infants, preparing babies for sleep, the appropriate use of music, and reading to their babies. This method of instruction will assist in providing a parenting model that can be used at home.

- A single or series of learning stations set up with the expectation that students may opt to rotate through these stations at their own pace as enrichment activities. The teacher may require that each student complete a minimum number of these learning stations.

- An entire classroom may be set up with a series of learning stations for a specific length of time. During this period of time, all students rotate through either assigned or free choice learning stations. Teachers may also choose to provide direct instruction to half the class in a small group setting while the other half completes learning station assignments. This is an excellent opportunity for students who need remediation in similar skills to meet with the teacher to review those skills.

Project-Based Instruction
Project based learning provides reinforcement and application for content that is taught through direct instruction or learned via cooperative learning. The application process allows students to "think outside the box" and use their innate creativity to extend their learning experiences. Although this technique can be time consuming, it is time well spent if students truly internalize new information.

Teachers will assist students in learning and applying various graphic organizers and will use these organizers to demonstrate curriculum integration and assist students in developing appropriate projects. Parenting skills, nutritional information and life skills will be seamlessly integrated throughout the curriculum using this model.

Alternative Assessment
When a student enrolls at THE CHILES ACADEMY he or she will receive a student portfolio that will document student progress, record student success and celebrate each student's achievements. This portfolio is designed to be a tool that encourages students, teachers, and adult facilitators to work together to create a living document that traces each step toward success.

This portfolio will be provided to the students by THE CHILES ACADEMY upon enrollment. Students will maintain their portfolios, with the assistance of an adult facilitator; during the entire time they are a part of THE CHILES ACADEMY family. Each year after final evaluation the completed portfolio materials will be stored at the center as part of students' permanent records. Student portfolios will be released to the parents upon withdrawal.

❖ Technology-Based Instruction

COMPASS Curriculum
To better serve this at-risk population, students will have the opportunity to earn original or remedial credit in our COMPASS lab. As per the Volusia County School's COMPASS Lab Manual, realistic opportunity for success will be a prime consideration for determining eligibility for entrance into the lab. This will be based on a combination of student need, reading level, and teacher recommendation. For those courses where the COMPASS lab is the primary delivery system, we will follow the district-adopted course guides in content, scope, and sequence. Since the curriculum is correlated to the Florida Sunshine State Standards, we believe that our students will make great academic strides and master both academics and technology applications.

Compton's Interactive Encyclopedia
Compton's is a one-of-a-kind resource for the Information Age, providing instant access to more than 32,000 authoritative entries, as well as the *Merriam-Webster Intermediate Dictionary*. With more than 15,000 images, Compton's integrated colorful animation and sound creates a multi-sensory learning experience for students in grades 4 and higher.

Encarta Encyclopedia
Microsoft Encarta multimedia encyclopedia is an up-to-date and comprehensive source of reference information. *Encarta* brings a world of information to life with rich multimedia features and unique educational tools while it helps students formulate questions and find answers. *Encarta* includes World Wide Web links, monthly on-line updates, and the *American Heritage Dictionary*.

Accelerated Reader
This unique program is designed to assess each student's individual reading ability and match the reading ability to books written at that level. Because students are reading books they are capable of comprehending, the reading experience is enjoyable rather than frustrating. An additional component of the Accelerated Reader program is a series of questions designed to ascertain comprehension abilities and understanding of key points. When this program is used in conjunction with rewards and recognition, students' reading abilities increase dramatically.

Benefits of the Accelerated Reader program include:

Helping students get excited about books.
Accelerated Reader (AR™) helps focus attention on careful reading of books, which improves students' critical-thinking skills, and builds the intrinsic love of reading.

Providing the school reliable, objective information.
Four different types of assessment give valuable data on students' reading practice, literacy skills development, and performance on classroom assignments.

Making classroom management easier.
Teachers who use AR report higher attendance, improved attitudes, and fewer discipline problems.

Helping teachers keep each student challenged.
Using AR, teachers can match kids to appropriate books within their zone of proximal development (ZPD). That means teachers can assure every student is challenged without being frustrated.

Note: If Volusia County replaces AR with the Scholastic Reading Inventory (SRI), THE CHILES ACADEMY will follow suit.

Technology Applications
Students at THE CHILES ACADEMY will have access to computers in computer labs and in each classroom. This expansive and immediate access to technology and its applications will ensure that students are prepared for tomorrow. Students will learn to use existing scanners, digital cameras, video clips, graphics, and software programs as well as a variety of Internet applications. Some technologies, which may not be directly available at the charter school, will be accessed through an agreement for media services with Atlantic High School.

A technology committee comprised of teachers, parents, students and business leaders will develop long and short-term goals in the area of technology. These goals will be clearly articulated and understood by the entire learning community at THE CHILES ACADEMY.

❖ The Morning Glory Press Parenting Curriculum

The parenting class at THE CHILES ACADEMY will be designed to transition students from the role of a child within a family structure to the role of a parent. Teachers may find they are so busy helping students deal with their many personal challenges that they wonder how they'll ever find time to plan, prepare, and teach the academics. Traditional child development textbooks tend not to be relevant to the special needs of teen parents. Students are likely to learn more if their textbook deals with teen parent realities in addition to teaching general child development and parenting concepts. The Teens Parenting series offers complete curriculum for teaching parenting from conception to age three of the child. The curriculum will be reinforced by the hands-on interaction with the children in the on-site child care center. Textbooks, workbooks, curriculum guides, videos, games are designed to meet the special needs of teenage parents. The curriculum will be based on the "Teen Parenting Series" available from Morning Glory Press, Buena Park, CA.
These resources will provide the foundation for the parenting curriculum. The curriculum will provide both stand-alone teaching opportunities and the integration of parenting skills throughout the curriculum. These resources include, but are not limited to the following:

- *Books, Babies and School-Age Parents: How to Teach Pregnant and Parenting Teens to Succeed* by Jeanne Warren Lindsay and Sharon Githens Enright, Ph.D., was written especially for new and experienced teachers of parenting teens. Teachers will find guidelines for developing a program, recruiting male and female students (including pregnant and parenting teenage dropouts), encouraging class attendance, developing curriculum, working with families and communities, evaluating your program, fund-raising, and other aspects of helping teenage parents succeed.
- Another resource for parenting teachers include *Organizing TAPP: Useful Forms for Teenage Parent Programs*, a 32-page booklet of reproducible forms designed to make the job of teaching teen parents a little easier.
- In addition, teachers and parenting teens gain insight into the real lives of teen mothers, by reading *Teen Moms: The Pain and the Promise* by Evelyn Lerman. This is an excellent book to offer others, such as a school board member, or church group to help them understand the realities of teen parents.

- Textbooks include the four Teens Parenting books: *Your Pregnancy and Newborn Journey*; *Your Baby's First Year*; *Challenge of Toddlers*; and *Discipline from Birth to Three*. In addition, *Teen Dads: Rights, Responsibilities and Joys* is a special text for teenage fathers. *Nurturing Your Newborn: Young Parents' Guide to Baby's First Month* is written especially for young parents during the postpartum home stay. Each book has a consumable workbook full of questions, writing assignments, and projects for each chapter. The Teens Parenting Teacher's Guide provides suggested responses for all workbook assignments plus quizzes and answer keys for each of the four basic books. *Teen Dads* and *Nurturing Your Newborn* have their own guides.
- The Teens Parenting Curriculum Guide is the heart of the Teens Parenting curriculum. For each chapter of each of the four basic books plus *Teen Dads*, the guide provides student objectives, speaker and video suggestions, project ideas, and, most important, lots of group and independent study activities in reproducible format. Physical, emotional, and psychological development of children is discussed with an emphasis on interaction between the parent and child.
- Two action videos, each designed for showing in four sessions, cover the concepts in *Your Baby's First Year* and *Discipline from Birth to Three*. While an adult narrator begins and summarizes each session, teen parents do the actual teaching in the videos.
- Finally, board games are available: *Pregnancy and Newborn Journey*, *Baby's First Year*, and *The Challenge of Toddlers*. They provide an ideal way to review the material in the books.

❖ The Search Institute's Asset Building Curriculum

Since 1989 Search Institute has measured developmental assets in more than one million sixth through twelfth graders in communities across the United States. They found that 33% of adolescents with ten or fewer assets are involved in high-risk sexual behaviors. Only 3% of adolescents with 31 or more assets are involved in these same behaviors. In addition, the institute has blended the literature in child development with the framework of Assets for Adolescents to identify parallel, developmentally appropriate sets of assets for infants, toddlers, pre-schoolers and elementary age children. The Search Institute has also developed the framework of developmental assets for young peoples' growth and development. When drawn together the assets offer a set of benchmarks for positive child and adolescent development. The assets show the important roles that families, schools, congregations, neighborhoods, and youth organizations in communities play in shaping young peoples' lives.

External Assets

The first 20 developmental assets focus on positive experiences that young people receive from people and institutions in their lives. The framework includes four categories of external assets:

1. Support-Young people need to experience support, care, and love from their families, neighbors, and many others. They need organizations and institutions that provide positive, supportive environments.

2. Empowerment-Young people need to be valued by community and have an opportunity to contribute to others. This does not occur unless they feel safe.

3. Boundaries and expectations-Young people need to know what is expected of them and whether activities and behaviors are "in bounds" and "out of bounds."

4. Constructive use of time-Young people need constructive, enriching opportunities for growth through creative activities, programs, congregational involvement, and quality time at home.

Internal Assets

A community's responsibility for its young does not end with the provision of external assets. There needs to be a similar commitment to nurturing the internal qualities that guide choices and create a sense of purpose, focus, and "being centered." Indeed, shaping internal dispositions that encourage wise, responsible, and compassionate judgments is particularly important in a society that prizes individualism. Four categories of internal assets are included in the framework:

1. Commitments to learning -Young people need to develop a lifelong commitment to education and learning.

2. Positive values-Youth need to develop strong values that guide their choices.

3. Social competencies-Young people need skills and competencies that equip them to make positive choices to build relationships, and to succeed in life.

4. Positive identity-Young people need a strong sense of their own power, purpose, worth, and promise.

On one level the forty developmental assets represent everyday wisdom about positive experiences and characteristics for young people. In addition, Search Institute research has found that these assets are powerful influences on adolescent behavior – both protecting young people from many different problem behaviors and promoting positive attitudes and behaviors. This power is evident across all cultural and socio-economic groups of youth. There is also evidence from other research that assets have the same type of power for younger children.

Guidance Advisory Model

The guidance advisory model will bridge the gap between the one-to-one relationship of a self-contained classroom setting and the acquisition of appropriate services. Current THE CHILES ACADEMY teachers will serve as stakeholders of this program and will utilize business mentors as well as community volunteers to enhance the effectiveness of this advisory model. This guidance model will be developed and monitored by a certified Guidance Counselor who will play an integral role as a facilitator working with a team. The guidance advisory model will be integrated into the parenting class and will focus on the social, emotional and psychological development of the students. Topics addressed will include life skills, lifelong guidelines and goal setting. The curriculum foundation for the guidance advisory model will be based on the forty developmental assets identified in the research provided by the Search Institute.

- *Teachers Working in Teams* - At THE CHILES ACADEMY teaming is both an instructional and organizational tool. It is imperative that teachers participate in teaming to facilitate integrating the curriculum. As an organizational tool teaming allows students and teachers to be a part of an effective and close-knit smaller group within the larger school structure. This emphasis on teaming as an organizational structure provides numerous benefits for teachers and students alike. For example, research shows that students need to belong to a social group. Students who do not connect with a positive social group will often turn to negative influences (i.e. gangs, negative peer groups, anti-social behaviors) to fulfill these needs. Teaming when used in conjunction with the guidance advisory model provides each student with the opportunity to be a part of a positive social group within their school experience. Teaming benefits teachers

through the creation and implementation of learning communities and increased professional accountability and shared decision-making.

- *Conflict Resolution* - Teen parents and their children will benefit from students learning how to resolve conflicts with other adults in a proactive and productive manner. The strategies listed below will assist the school in developing a positive discipline system as well as assisting students in resolving life conflicts. A combination of three successful models will be employed to teach students how to solve discipline problems.
- *Peer Mediation* - will empower students to recognize and solve disagreements through the mediation model. By empowering students to help students in deterring disputes, problems are resolved before they escalate and students take responsibility for their own behavior. This technique encourages shared decision-making and provides students with opportunities to evaluate situations and become successful problem solvers.
- *Life Lessons* – These techniques are based on a positive discipline model that allows students to view poor behavior choices as learning opportunities. Rather than view a discipline infraction in isolation, teachers will work with students to assist them in viewing their behavior in the context of life experiences. Small changes in behavior can result in enhanced quality of work and life.
- *Problem Solving* – Students will be taught communication and problem solving techniques designed to assist them in identifying the root problem and identifying appropriate responses and resolutions to these problems. Students will be trained using Facilitative Leadership techniques to identify real problems, brainstorm solutions and develop action plans to solve these problems. This model will be taught and utilized throughout the academic structure of THE CHILES ACADEMY

(A detailed list of the developmental assets can be found in the addendum)

Service Learning

Citizenship will be developed through a program of service learning as presented by The Search Institute of Minneapolis, MN. The practice of service learning will be an important component of the curriculum. Students need to make links between their classroom learning and the real world. Service learning provides students a way to apply what they have learned in school in meaningful ways within their world. Students feel useful and challenged, experience an increased sense of competence, hold more positive attitudes about their community and have a greater sense of responsibility. They practice caring behaviors as they learn about and appreciate diversity among people and environments. For example, the students will feel comfortable assisting in the child care environment, or spend time with a senior citizen group. The students of service learning discover that their efforts are valued by their peers and community as they find ways to make differences in positive ways, and that they are able to connect with caring adults, thereby establishing themselves as contributing members of that community.

➢ **Outreach Program**

Twice a year a group of students who have become teen parents will be selected to participate in an outreach program. Each member of this group must meet the qualifications necessary to represent the school in a community setting. Once a student is selected, the teen parent presenter must successfully complete in-school training program. They must believe in the conviction that:

- they wish their parenting had been delayed
- abstinence is the only 100% effective birth control method

- sharing their experience honestly can help prevent teens from becoming pregnant
- THE CHILES ACADEMY is an important school for pregnant and parenting teens

The students' preparation and presentation process before participation in the outreach program also includes the completion of required paperwork (biographies, essays), selection of topics, practicing public speaking, question and answer sessions, completion of the pre and post surveys, compilation of information packets, and dissemination of evaluations.

➢ **Community Service**

Students who are teen parents are often at risk of dropping out and suffer from low self-esteem. They frequently have not been afforded the opportunity to be productive and contributing members of society. Community service not only affords students the opportunity to earn credit for graduation; it helps them to build connections and relationships within a larger society. Students will learn to give back to their community and will benefit from the relationships, experiences and adult mentoring opportunities that are vital components of the community service model. This model is an excellent opportunity for students to build self-esteem and create a sense of community.

The community will also have the opportunity to reciprocate by providing business mentors and community volunteers to THE CHILES ACADEMY. The main focus for mentors will not be academic assistance. Rather, they will provide a listening ear and continued support and encouragement. Other community volunteers may provide services as diverse as rocking babies, reading aloud to toddlers, and teaching infant massage. Community volunteers may also work with parenting students to provide tutoring, assistance with organizational skills and time management strategies.

➢ **Internships**

Selected upperclassmen may be offered the opportunity to experience firsthand the profession that they are most interested in by participating in an internship. Using internships to link the school setting with the outside world is powerful because it provides a real-world experience.

Another benefit is in the opportunity for employers to observe performance of students in a real-world setting before actually employing them for the position or job. The potential networking allows students the opportunity to make connections that will benefit their job seeking after completing the educational program. Internship is also a low cost recruiting tool for businesses. In addition, the business receives the added service of the interns at little or no cost.

➢ **Career Shadowing**

THE CHILES ACADEMY will offer various on the job experiences. Providing real world opportunities for students will allow them to learn and recognize expectations of them in an actual job situation. Students will career shadow with a professional once or twice a year. Staff and students will work together to find someone in the business community who will allow a student to visit their workplace for a full workday during the school day.

❖ Homebound Instruction

Students requiring homebound instruction will be withdrawn from THE CHILES ACADEMY and enrolled in the Hospital Homebound program according to county guidelines. Students may return to the program upon medical release.

C. Describe how your school will meet the needs of Exceptional Education students, including limited English proficient students.

- **Exceptional Student Education:**

Exceptional students will be provided with programs implemented in accordance with the federal and state laws and local policies and procedures. Specifically, the school will comply with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and Sections 228.2001 and 230.023(4)(m) of the Florida Statutes, HB 403, and chapter 6A-6 of the Florida Administrative Code.

THE CHILES ACADEMY will utilize consultation or co-teach models with students being served in the least restrictive environment necessary for success in the special education program. THE CHILES ACADEMY will work cooperatively with the Sponsor to determine the most appropriate placement for students. The charter school will comply with all federal and state laws and the student's Individual Educational Plan (IEP) will be adhered to. In the event that an exceptional student's needs cannot be adequately addressed at THE CHILES ACADEMY, the Sponsor will offer the needed services for the provision of a free and appropriate public education (FAPE) at another public school.

The Sponsor's ESE Department will provide the following services on a first come first serve basis:

- ✓ Training and support for a school based placement facilitator
- ✓ Proportional accessibility to Sponsor level ESE staff including staffing placement specialist, school psychologist, and school social workers
- ✓ Provision of technical assistance (including VATT)
- ✓ In-service training for THE CHILES ACADEMY staff
- ✓ Any other services jointly agreed upon by the ESE Department and THE CHILES ACADEMY

THE CHILES ACADEMY will use the forms developed by the Sponsor for all Exceptional Student Education documentation and procedures. After the IEP meeting has occurred, the student will follow the regular enrollment procedures to attend THE CHILES ACADEMY.

THE CHILES ACADEMY is committed to the growth and development of the ESE program. A committee will conduct annual reviews to assure that the needs of this population are appropriately addressed.

Students identified under exceptional student education guidelines will have an Individual Education Plan (IEP), which will specifically address needs regarding their disability. The IEP will be updated annually based on achievement of designated goals.

- **Limited English Proficient Education:**

Records will be reviewed for identified English for Speakers of Other Languages (ESOL) students. New students will be given the ESOL questionnaire to determine if there are ESOL needs. If indicated that another language is spoken in the home, an assessment will be conducted using district forms of the sponsor. THE CHILES ACADEMY will use all sponsor forms and procedures with regard to ESOL.

3) Student Assessment

A. Describe your plan to assess student performance in the core academic areas. Please include the current baseline standard of achievement, the outcomes to be achieved, and the method(s) of measurement to be used.

While charter schools may provide healthy school environments, flexibility for teachers, greater parental involvement, smaller class size, and other benefits, the ultimate proof of success for any charter school is the achievement of its students. In order to substantiate achievement levels, data must be available and presented to demonstrate progress.

THE CHILES ACADEMY will be serving high percentages of at-risk students and this will be reflected in the range of incoming test scores. Some students may not have student records on file with the Sponsor. Reasons for these include but are not limited to absenteeism during testing, students with high rates of excluded test scores, or students previously attending a non-public school. If the students of this at-risk population do have test scores, they are typically below the average test scores of the district. The test averages of the students at THE CHILES ACADEMY, compared to district averages, will start off with a distinctly lower incoming baseline, and subsequent disadvantage. Therefore, it is critical that, when an evaluation of progress is made, the progress must be relative to the beginning levels when the student enters THE CHILES ACADEMY. Determining the academic status of each student will be accomplished in two ways:

1) Obtain student scores from the school district for the previous years, if available.

Many school districts should have student records on file that contains prior achievement test scores for each student. If these are available, they will be obtained to establish the incoming baseline achievement, as required by law. If the test data is available, it is essential to use the data from the school year immediately prior to enrollment at THE CHILES ACADEMY. Two or three years of consecutive test data are preferable. The prior test data for each incoming student will be verified immediately after enrollment at THE CHILES ACADEMY.

2) Administer a pre-test during the first few weeks of fall enrollment.

If the records of the student are not complete, then a pre-test will be given and will be of the same type that is given at the end of the year. The test will be given as close as possible to the beginning of the academic year to demonstrate the most realistic measure of incoming academic levels. These test scores will provide a basis for the baseline of achievement.

- **Current Baseline Standard of Achievement**

Students' academic baseline for achievement will be determined by the administration of the SAT/9. The SAT/9 may be used with a fall testing window for pre-testing and then again in the spring during the SAT/9 testing window. The SAT/9 has already been used for pre- and post-testing for charter schools in other districts with permission granted by the testing company for its use in this manner. Students who score below the eighth grade level on the pretest, will be placed on a Student Success Plan so that level one courses may be offered to provide necessary remediation in language arts and mathematics. In addition, THE CHILES ACADEMY will utilize the Lexile to assess reading level and readiness for competency-based learning.

After the completion of the school year, end-of-the year standardized tests will be administered. Several of these tests, including the FCAT, the High School Competency Test, and the Florida Writes are state requirements.

- **Evaluation of Social & Psychological Growth**

Upon enrollment at THE CHILES ACADEMY, students will be evaluated using the Assessment Tool and Intake Form developed by the ATPPP in Aurora, Colorado. Student's non-academic needs will be assessed and referrals to appropriate social service agencies will be made. Follow-up and ongoing assessment will continue on an as-needed basis. Full documentation of these referrals will be placed in each student's confidential file.

- **Objectives – intended measurable results which THE CHILES ACADEMY expects to accomplish within each school year**

Specific minimum outcomes to be achieved by any student enrolled at THE CHILES ACADEMY include the following objectives:

1. According to the most recent legislation, learning gains for the FCAT will be met. (Students scoring 3 or above will maintain or improve scores and students scoring 1 or 2 will improve their relative standing.)
2. A comparison of FCAT and FCAT-NRT scores for THE CHILES ACADEMY students will be made with similar at-risk students at the district and state levels. 80% of THE CHILES ACADEMY students who have been in the program for at least one year will be expected to score at or above these levels
3. Students will show competency of at least 80% of the parenting skills on a Parenting Competency Checklist
4. 80% of babies born of mothers who entered the program prior to the second trimester of pregnancy will have birth weights at or above 5.5 pounds.
5. 80% of students will show at least 10% improvement on the Aurora Teen Pregnancy Prevention Project (ATPPP) Assessment Tool

- **Child Care Student Assessment**

THE CHILES ACADEMY will use guidelines from the Florida DOE and the Department of Children and Families for developmentally appropriate child care. These guidelines shall be the basis for the planning and implementation of child care facilities as per FS 230.23166 (4). The state guidelines will be implemented by following the comprehensive Parenting Module for Teen Parents by the Morning Glory Press. Modules include books covering every stage of a child's development, videos, games, and workbooks with parent/baby assignments that are observed and evaluated by the parenting teacher and the child care staff.

B. Describe the methods used to identify the educational strengths and needs of students and the extent to which educational goals and performance standards are being met.

- **Academic Evaluation of Students**

Once the test scores at the end of the year are evaluated with reference to the scores established as the baseline, comparative studies and evaluation will take place on three different levels:

1) Measure progress from incoming baseline

The scores will be compared to the student's incoming baseline. Progress will be reported for the current year.

2) Compare academic progress to prior rates of progress in other academic settings

The scores will be compared to the rate of progress of the student before they entered THE CHILES ACADEMY. By this criterion, although a student at THE CHILES ACADEMY did not progress a full grade equivalency, they may have progressed at a greater rate than they did in the traditional district school. This is successful and improved progress by any definition. Another alternative might include making comparisons to the rates of progress of other at-risk pregnant and parenting students who are enrolled in the school district.

3) Charter goals to be achieved

The scores will be compared to the achievement requirements agreed in the charter. As specified by charter law, an incoming baseline level of achievement will be specified as well as the goals to be achieved and the method of measurement to be used.

THE CHILES ACADEMY will evaluate student progress using the new gain score model provided through the Florida Department of Education as part of the A+ Plan. In addition to state-required testing (FCAT and FCAT-NRT) and pre- and post-testing using the SAT/9 and/or the SRIA, the school will also evaluate student performance using a number of additional criteria. Some of these criteria may include student attendance (using the special attendance clause in FS 230.23166), discipline referrals, and pre- and post-program surveys.

Progress reports will be issued every nine weeks. Two consecutive unsatisfactory progress reports will place the student on academic probation. Students who fail to improve by the third progress report will be re-evaluated as to the appropriateness of placement at THE CHILES ACADEMY and may be returned to their zone school.

Report cards will also be issued every nine weeks. Half credits may be earned upon completion of a semester or at any time during the year if competency is achieved in the COMPASS lab. Students will receive certificates of completion for every half-credit earned.

The state adopted grading scale will be used for assessment with a grade of "A" awarded for 90-100%, "B" for 80-89%, and "C" for 70-79%. There will be no grades of "D" given. To receive credit in a course, a student must score at least 70% on each competency for that course. Students who score less than 70% on a particular course competency will be allowed remediation for that particular competency and will then be re-tested. Grades of "F" will be given to students who withdraw before completion of a course. If a student transitions to a zone school with a COMPASS lab, the student will have the opportunity to transfer with the competencies earned to complete the course at the zone school. An overall GPA of 2.0 is required for graduation. Failing grades may be forgiven for courses that a student re-takes and makes a grade of "C" or better.

- **Evaluation of Educational Goals and Performance Standards**

THE CHILES ACADEMY shall submit an annual progress report to the Sponsor, due no later than July 31st. The following information will be provided in the annual report:

- ✓ Progress toward achieving objectives outlined in this charter.
- ✓ FCAT-NRT results
- ✓ Financial records, including revenues and expenditures and un-audited financial statement formatted as prescribed by Florida law.
- ✓ Salaries and benefits of the employees.
- ✓ A climate satisfaction survey of students, parents, guardians, and staff.

Upon receipt of the annual report, the Sponsor shall provide the State Board of Education, the Commissioner of Education, the President of the Florida Senate, and the Speaker of the Florida

House of Representatives, an analysis of the overall performance of THE CHILES ACADEMY students.

C. Describe how students will, at a minimum, participate in the statewide assessment program.

THE CHILES ACADEMY shall participate in all statewide assessment. The Sponsor agrees to provide THE CHILES ACADEMY with a listing of all state and local assessment tests and an annual calendar identifying test administration dates and the dates of all training related to student assessment, in which the employees of THE CHILES ACADEMY will be authorized to participate. THE CHILES ACADEMY may select and administer other appropriate standardized tests to facilitate educational planning and/or evaluation.

D. For secondary charter schools, describe the method of determining that a student has satisfied the requirements for graduation in section 232.246, Florida Statutes.

Students must earn at least 24 credits with an overall GPA of at least 2.0, score at or above the prescribed minimum level on the tenth grade FCAT, and earn at least a C in the courses listed below to receive a standard high school diploma:

4	Language Arts	½	Health
3	Mathematics	½	Practical Arts
4	Social Studies	½	Performing Arts
3	Science	½	Physical Education
7	Electives	½	Personal Fitness
½	Life Management		

II. GOVERNANCE AND MANAGEMENT

1) Profile of the Founding Board and/or Initial Incorporators

A. Describe the organizing group of initial incorporators that is working together to apply for a charter, including the names of the organizers, their background and experiences, and references for each.

THE CHILES ACADEMY will be run as a not-for-profit organization. The organizing board for the school is made up of several individuals who are committed to the philosophy and vision of the school. Together they bring an enormous amount of talent in various areas. These talents will serve to carry the vision of the charter school from inception to fruition. The combination of their strengths and experience will serve not only to inform the surrounding community of the school but to bring credibility to the project as well. The board will be comprised of the following members:

- **Harold P. Card:** The founding board chairman holds a Bachelor of Science degree in business administration and insurance and risk management and has served as a Company Commander in the United States Army. He also served as a pension administrator and a Regional Director of Agencies for the Prudential Insurance Company. He has held such leadership positions as project manager, second vice president, company manager, and assistant vice president for product implementation. Mr. Card has also served as chairman of the board for Columbus Association of Health Underwriters and West Columbus Civitan. He served as president of Gamma Iota Sigma, both in the local and grand chapters; as the Weblos leader for Boy Scouts of America; as the alumni advisor for the Theta Chi Fraternity and has chaired numerous community projects and committees.

- **Carrie Stebbins-Enck:** Ms. Stebbins-Enck is an active member of the community. She serves on the Healthy Start Coalition Board of Directors as well as on public school advisory committees and service clubs. Ms. Stebbins-Enck is a Teen Parent East graduate herself and currently holds a Bachelors of Elementary Education degree from the University of Central Florida. She is presently a home child care provider, licensed by the Department of Children and Families.

- **Max Schilling:** Mr. Schilling is a consultant and founding partner of Larson, White and Schilling who provides consulting with school readiness coalitions in North Florida. He is the former Director of Teen Parent Programs for the Department of Education and serves as a board member for the Florida Network on Adolescent Pregnancy, Parenting and Prevention (FNOAPPP). He oversees a three-year grant project to improve the quality of child-care in several South Florida school districts' teen parenting programs through a contract with Florida State University. He has also developed a statewide network to exchange best practices information to support pregnant and parenting teens and prevent teen pregnancies.

- **Anise Aiello:** Ms. Aiello is a certified ESE teacher with experience and certification in elementary education and speech correction. She is also a registered nurse who has worked in obstetrics and pediatric nursing both directly and in supervisory capacities. She has served as the school nurse for the Teen Parent East program for six years.

- **Janet Bordenave:** Ms. Bordenave holds a Bachelors of Science Degree in home economics as well as certification in such areas as CPR/AED from the American Red Cross and car seat safety instruction from the National Highway Traffic Safety

Administration. She is an experienced Teen Parent teacher with specific skills in parenting instruction for an at-risk population.

- **Anne K. Ferguson:** Ms. Ferguson brings a unique background and extensive educational and life experiences to this founding board. She has earned a Child Development Associates Degree and a Master's Degree in Public Administration. Ms. Ferguson is bilingual and has written a Next Century Schools Nabisco grant for a local elementary school, has supervised the creation and development of the outdoor classroom and environmental center at Coronado Elementary School. She also is a member of the Healthy Start Teen Pregnancy Consortium and a recipient of the 1999 Target Teachers Scholarship. Her experience at Teen Parent East includes Child Care Director for six years, Language Arts teacher 9-12, and Middle School teacher.

- **Anne Spooner**: Ms. Spooner is a former Teen Parent student and offers a unique perspective on program development and curriculum for THE CHILES ACADEMY. She is a graduate of Mainland High School and presently attends Daytona Beach Community College. At Daytona Beach Community College Ms. Spooner is actively involved in the student work-study program and through the student activities department, works with a variety of clubs associated with the college.

B. Discuss any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations.

In order to address the complex issues and needs of this at-risk population, it is essential to coordinate a continuum of services for each student in need with the multiple community resources available. The students will be educated about the resources that are available to them, and as they learn how to access these services, they will acquire the assets of self-sufficiency and responsibility.

Resources specific to the needs of teen parents can be found in every community. Sources will include the Directory of Community Resources, the blue pages of the telephone directory, high schools, hospitals, local county assistance offices, government agencies, service and civic clubs, church groups, and private and public ventures.

When the resources are established THE CHILES ACADEMY will acquire speakers for seminars, workshops, parenting classes, mentoring, contacts for career opportunities, and referrals for participants and program staff.

A variety of business and educational partnerships will be formed or continued in order to enhance both the academic and parenting aspects of THE CHILES ACADEMY. Many of the partnerships described below already exist with the current Teen Parent Program and we look forward to continuing these relationships. Other business, community and post-secondary partnerships will be established once our conversion charter is approved and we can move forward with the vision for enhanced services for our pregnant and parenting teens.

Current partners include:

- **Daytona Beach Community College** – provides career awareness and student success coursework that includes field study trips.

- **Healthy Start Coalition** – currently provides all of the funding for the Teen Parent school nurse and is willing to continue doing so. The coalition also assists with public awareness and its campaign for neo-natal health and, in conjunction with Daytona Beach Community College, is the sponsor of Child Watch and its Leadership Daytona class. This organization could also assist us with recruiting and marketing the school concept to parenting and pregnant teens.

- **Grace Episcopal Church** – provides the Teen Parent Program with regular donations of baby items and cash stipends to assist the students we serve.

Other organizations that assist with the mission and vision of the Teen Parent Program include:

- **Rape Crisis Center**
- **Domestic Abuse Council**
- **Family Nutrition Program**
- **Healthy Families**
- **Our Children First**
- **United Methodist Women's Group**

Partnership with existing school:
Atlantic High School is the current site for the Teen Parent East Program where this school-within-a-school conversion charter applicant is located. Current services provided by Atlantic High School include but are not limited to:

Food services
The charter school plans to continue operation on the Atlantic High School campus; therefore, the students of this charter school, upon agreement with Atlantic High School, will continue to utilize the Atlantic High School cafeteria for meal service. The charter school will provide for the National School Lunch Program. The charter school will provide the National School Breakfast Program and a la carte sales if these optional services are provided through the cafeteria meal service plan at Atlantic High School.

❖ **Volusia County Schools, School Way Café agrees to:**

1. Provide all necessary forms and training needed for processing Economically Needy applications.
2. Provide the name of a contact person (manager) from the base school and a contact person from the School Way Café Sponsor office.
3. Provide a monthly menu for breakfast and lunch.
4. Provide all necessary forms and training to track the number of students who eat (by name and alpha code.)
5. Allow the Charter School to participate in a la carte sales at Atlantic High School cafeteria, as agreed upon by the cafeteria manager, the principal of Atlantic High School and the SWC Sponsor office.

❖ **The Charter School agrees to:**

1. Provide the name of a contact person at the charter school for the base school manager and the School Way Café Sponsor staff.
2. Approve all Economically Needy applications as per federal guidelines.
3. Pay for all students without meal money.
4. Establish the meal time(s) and supplemental sales in conjunction with the manager of Atlantic High School, the principal, and the SWC Sponsor office.
5. Utilize Atlantic High School's School Way Café prepayment system if students wish to prepay for meals or a la carte sales.
6. Notify the base school two weeks in advance of field trips.
7. If incorrect meal application processing results in ineligible meals being claimed, pay for these meals at the current adult sale price.

Media services
A media services co-use agreement will be a part of the contract negotiation phase between THE CHILES ACADEMY and Atlantic High School and will be written into the contract agreement. This agreement will include sharing the use of general-purpose areas including, but not limited to, the media center, cafeteria, and theater.

Child Care Services
Although some teenage parents and children do well in spite of adversity, in general, research has shown that:

Most teen mothers:

- engage in less smiling, positive eye contact, and physical contact
- talk less, give more authoritarian commands, are punitive in child-rearing
- make fewer descriptive communication
- are passive, stimulate less, and exhibit little flexibility
- show little commitment and satisfaction as compared to older mothers
- are more likely to suffer depression

Most children of teen mothers:

- speak less, and are more likely to have poor language skills
- have poor cognitive development
- engage in avoidance, have poor peer relationships
- are impulsive, aggressive if not socially withdrawn
- are at higher risk for flattened affect

It is clear that child care can protect vulnerable children from family-based risk. By having space in the child care environment for the babies of teachers, who are new parents themselves, the charter school is providing a hands-on model for the students to witness appropriate "parent-child relationships." This opportunity for the students to engage in immediate, daily instruction is invaluable. Its effect on the competency of the parenting skills of the student cannot be measured.

The teachers who have their children in the charter school child care center can also provide much needed help for the pregnant and parenting teens. This support can range from basic support, or guidance, to positive and practical discussion about the tasks of daily living with a baby.

THE CHILES ACADEMY knows that providing a supportive social relationship in the school environment can play an important role in buffering the stresses that teen mothers experience. The quality of support in school can positively influence the psychological well being of the baby and the mothering ability of the teen parent.

Transportation services
Described on pages 55 and 56.

2) School Governance

A. Describe the governance structure of the school, including the status of the charter school as a public or private employer as required in subsection (7) of the statute.

THE CHILES ACADEMY will be governed by the Board of Directors (Governing Board), will be a private employer, and shall select its own employees. The by-laws of the governing board can be found in the appendix of this application.

The school shall conduct business in compliance with the Internal Revenue Code required for not-for-profit entities.

B. Describe the administrative management structure of the school.

The Board of Directors is responsible for overseeing all activities of the school. The format for these meetings will mirror the current relationship between the Superintendent and the School Board of Volusia County. The director of the school will make recommendations to the Board of Directors and provide oral and/or written support for these recommendations. The Board of Directors will hold discussions in a public forum adhering to *government in the sunshine* requirements. The Board of Directors will make a motion based on the school director's recommendation and vote accordingly. Opportunity for public input will be provided at each meeting via a forum allowing scheduled and unscheduled speakers to address both items on the agenda and items not on the agenda. Notes from each board meeting will be taken and become available to members of the public and the Sponsor. The Board of Directors will be responsible for providing direction in the areas of finance, budget, policy, and administrative oversight for the school. The Board of Directors is also accountable for the overall operation and management of the school.

The director of the charter school will oversee the daily functions of the school. All staff will report to the director, and the director will report to the Board of Directors. In order to maintain clear lines of communication between the charter school and the Sponsor, the director of THE CHILES ACADEMY ~~will~~ may participate in Sponsor's meetings for school administrators on a regular basis.

C. Describe how the board of directors will be chosen and what steps will be taken to maintain continuity between the founding organizer's vision and that of the permanently established Board of Directors.

In an effort to maintain the vision and philosophy of this charter school, the governing Board of Directors will be chosen by the Founding Board. Some, but not all, of the Founding Board members may choose to serve as initial Governing Board of Directors. In order to assure equitable representation from all members of the school community, the Board of Directors will be composed of up to nine members: two business representatives, a community representative, a parent of a student attending the school, a para-professional, and a teacher serving in the conversion charter school. Each Founding Board member will generate a list of recommendations and these lists will be discussed at a Founding Board of Directors meeting. Once the Founding Board reaches consensus and the Board of Director nominees have accepted their roles, members of the Governing Board will be fingerprinted as per FS 231.01 and the Governing Board will become active. Should a Governing Board member resign from his or her position, existing Governing Board members and the school director may put forth nominations to fill the vacancy. Vacancies should be filled and initial board members chosen in such a way that the Governing Board maintains diversity.

Any member of the board who is in the position of voting on any issue that may result in direct or indirect benefit to them shall recuse themselves from voting on that issue.

Those who are selected as members of the Board of Directors will have a long-standing commitment, not only to education and the needs of our charter school population, but to the community as well. Members will possess a high degree of credibility in the community and an array of talents encompassing professional, practical, and educational expertise. They will promote the philosophy and vision of the program and will support these in the management of the school. This Board will be comprised of visionaries who are committed to the philosophy of the school. Continuity of the original vision will naturally occur because of the initial commitment of the Founding Board to the creation and successful implementation of the school.

D. Describe the roles and responsibilities of the governing board, including the relationship of the governing board to teachers and administrators.

The Board of Directors for THE CHILES ACADEMY will be responsible for the overall operation and management of the school. The Governing Board of this charter school shall exercise continuing oversight over charter school operations and make annual progress reports to its sponsor. In addition to these responsibilities, the Board of Directors will be responsible for all financial aspects of the school. All policies and procedures will be brought before the board for review, negotiation and approval. The Board will be accountable and responsible for adhering to all charter school law and legislation. Personnel recommendations, contract terms and student appeal and dismissal will also be the responsibility of the Board of Directors.

The Governing Board of the charter school shall annually adopt and maintain an operating budget. The Governing Board will work with school personnel to identify and acquire appropriate technologies needed to improve educational and administrative performance. This includes a means for promoting safe, ethical and appropriate uses of technology, which comply with legal and professional standards.

Prior to opening this conversion charter school, the Governing Board will provide the school and school Sponsor with a description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that financial resources are properly managed will be included. Also included will be a description of procedures that identify various risks and provide for a comprehensive approach to reduce the impact of losses; plans to ensure the safety and security of students and staff; plans to identify, minimize and protect others from violent or disruptive student behavior and the manner in which the school will be insured. This documentation will be provided as part of the final documentation as required in the charter application process.

E. Discuss the proposed method for resolving conflicts between the governing board of the charter school and the sponsor.

THE CHILES ACADEMY is committed to creating a sound relationship with the School Board of Volusia County. All efforts will be made to create and maintain a productive relationship with the Sponsor. If there is a need for conflict resolution, the following procedure will be followed:

- Step 1: As a first step, informal discussion between representatives of the School and the Sponsor regarding the issue in question.
- Step 2: Written notice by the Sponsor or the School outlining nature of the issue.

- Step 3: Meeting between the Governing Board of the school and the appropriate sponsor representative to discuss the issue and any changes and/or modifications or amendments to the charter terms and conditions.
- Step 4: To request mediation, arbitration, etc. from the Florida DOE or the Florida Cabinet, as per current statute.
- Step 5: If Step 4 cannot resolve issue, a public hearing shall be held before the School Board of Volusia County wherein a final decision regarding the issue shall be made.

A liaison will be appointed who will be responsible for facilitating communication between THE CHILES ACADEMY and the School Board of Volusia County. THE CHILES ACADEMY will meet with Sponsor's officials often to maintain a high level of communication between the school and the Sponsor's office. Any conflicts will first be addressed through the Volusia County Charter Liaison at the Sponsor's office for prompt and mutually beneficial resolution. In the event that a resolution cannot be reached, THE CHILES ACADEMY may present concerns directly to the Volusia County School Board either in the form of a charter amendment or a request for clarification of current charter language. Although disputes may be addressed through the Florida Department of Education or the Florida Cabinet for mediation, arbitration, etc. under current statute, we do not anticipate the need to pursue these avenues.

F. Discuss the nature of parental involvement in decision-making matters.

THE CHILES ACADEMY is dedicated to including parents in the decision-making processes of the school. A variety of volunteer and advisory opportunities will be made available to the parents. Parents may serve on the School Advisory Council, the Parent/Teacher Association, or other parental advisory committees. These committees may address such issues as probationary status, curriculum strategies, and more. Parents also have the opportunity to be involved via the Board of Directors. They may express interest in serving on the board or they may appeal directly to the board regarding issues, ideas or concerns. We value our parents as successful members of the community.

Communication between the school and the parents is also an integral part of the success of the school. Newsletters, meetings, and a school web site will be utilized to share information with parents. Orientations, open houses, and various parent-meeting nights will be held so that all parents may participate. School Advisory Council, Parent Teacher Organization, and Board of Directors meetings will be advertised for all interested parents.

G. Discuss how the charter school will comply with Florida statutes relating to public records and public meetings.

As defined in Chapter 119, Florida Statutes, all records for THE CHILES ACADEMY shall be public for any person to inspect. All Board of Directors meetings will be open to public attendance in accordance with s.286.011, Florida Statutes. Dates, times, and locations of meetings will be made public and advertised at the school and in the newspaper. The minutes of all meetings will be available for inspection by any citizen of the state of Florida.

3) Length of Contract & Implementation Timetable

A. State the length of the initial charter term, up to 3 years.

THE CHILES ACADEMY is seeking a charter contract of three years. The term would be effective beginning on July 1, 2002 and would be renewable for additional years on June 30, 2005. This timeframe would provide THE CHILES ACADEMY with sufficient time to demonstrate the success of the program. Academic progress of the students will be reported annually to Volusia County School Board. As per FS 228.056 (10) (c) a charter may be

modified during its initial term or any renewal term upon the recommendation of the sponsor or the charter school governing board and the approval of both parties to the agreement.

B. Present a timetable for implementing the charter, which addressed the implementation of each element thereof and the date by which the charter shall be awarded in order to meet this timetable.

- **October 1, 2001** - Proposal for TPECCS due to Volusia County School Board.
- **December 11, 2001** - Presentation of revised charter proposal to the Volusia County School Board.
- **January 8, 2002** - Both the school board and TPECCS agree upon an extension.
- **February 25, 2002** - Revised application for THE CHILES ACADEMY due to VCSB.
- **March 12, 2002** - Presentation of revised charter application to the VCSB
- **March 18, 2002** - Final revisions of application to district staff and school board
- **March 26, 2002** - Approval of charter proposal by VCSB
- **March 27, 2002** - Begin open enrollment process and a three month period in which to mutually agree to the provisions of the contract
- **April 2002** - Finalize Governing Board and staff
- **April-June 2002** - Curriculum development and program planning.
- **July 1, 2002** - Begin charter contract.
- **July 2002** - Faculty/staff participate in training; supplies and text materials are ordered.
- **July 31, 2002** - THE CHILES ACADEMY submits any final documentation to Volusia County School Board.
- **August 2002** - Opening of school based on Volusia County School Board school calendar.

4) Evidence of Support - Try to convey as clearly and concretely as possible the scope of community backing for the proposed charter school and its founding board.

The Teen Parent Program has enjoyed community support and student success since its inception. During the past few years decreased enrollment has been the result of a disparity between student service, educational needs, and actual educational service offerings at the site. This conversion charter proposal, in both philosophy and application, addresses and corrects this disparity. We believe this will result in increased enrollment, better services to this at-risk and stronger community support. Community support has been overwhelming for this new concept. This research-based proposal enjoys support from diverse community members as evidenced in the support letters included in the appendix of this application.

III. FINANCE AND FACILITIES

1) Facilities

A. Describe the facilities to be used and their location, or alternatively, describe your present options for a school building.

THE CHILES ACADEMY is designed as a separate school-within-a-school and will be housed on the Atlantic High School campus and will have access to facilities and equipment owned by Atlantic High School. All accommodations are pre-existing and are located on the Atlantic High campus. The facility is located at 1250 Reed Canal Road, Port Orange, Florida, and is owned by the Volusia County School Board.

B. Demonstrate how this site would be a suitable facility for the proposed school, including any plans to renovate and bring facility into compliance with all applicable local building codes.

The site and facilities for THE CHILES ACADEMY are pre-existing and were originally used for the Teen Parent East School. There are currently seven portables on site that were built with specifications for a "teen parent" program. One of the seven portables has been designated for other use. Three portables will be designated for classrooms; two for child care and the sixth will be an administrative office.

C. If applicable, discuss any progress, partnership developments, or other future steps towards acquisition of a school building.

Plans for an addition may include transferring a portable or leasing a new portable to accommodate school growth. Grants will also be sought to accommodate for school growth.

Future plans include the addition of a portable for a toddler child care center. The existing playground will be brought up to code. There will also be an area for a student garden to teach horticulture skills to the students. The sponsor will provide the charter school with a sketch of the boundaries of the site including designated parking areas.

Any future use of additional space on the Atlantic High School Campus shall be within the sole discretion of the sponsor, and shall not be the subject of any dispute resolution procedure.

THE CHILES ACADEMY and the sponsor have agreed that the charter school will pay the sponsor for utilities based on a rate per square foot rather than separating utilities and installing new meters.

D. Describe financing plans for facilities, if applicable.

The Volusia County School Board owns all of the site facilities of Atlantic High School and THE CHILES ACADEMY. There are no plans at this time for financing of facilities.

2) Finances

A. Describe the financial management and internal accounting procedures of the school.

The responsibility for all budget plans and financial decisions will be that of the Board of Directors for THE CHILES ACADEMY. Accountability of all financial decisions will also be their responsibility. Upon the establishment for a budget, monthly financial reports will be sent to the Director of Finance for the Volusia County School Board. The Board of Directors will work closely with the Volusia County School Board, the Sponsor, and outside financial consultants to assure that this school is cost effective while providing an outstanding educational opportunity for its students.

The School shall utilize the standard state codification of accounts as contained in the "Financial and Program Cost Accounting and Reporting for Florida Schools" as a means of codifying all transactions pertaining to its operations. Federal, state, and local funds shall be maintained according to existing mandates and practices.

Following each year of operation, the School shall conduct a financial audit by June 30th of each year. This audit will be due to the Sponsor 's office of finance by September 30th of each year. The School agrees to submit and pay for an annual financial audit, in a manner similar to that of the sponsor, showing all revenues received from all sources and all direct expenditures for services rendered. The financial audit shall be performed by a qualified Certified Public Accountant conducted in accordance with FS 218.39.

B. Present a budget for start-up expenses, covering only the planning and capital expenses necessary before school opening.

To ensure the fiscal success of THE CHILES ACADEMY, the attached budget pages reflect fiscal solvency through year one and continued sound budgetary management practices during the length of the charter.

C. Present a 3-year budget covering all projected sources of revenue, both public and private, and planned expenditures.

See attached budget pages. As per the request of the chief financial officer, two separate budgets are being presented. The first budget indicates the anticipated FTE. The second budget indicates a "worst case scenario" in the event that FTE numbers fall short.

D. Do you plan to conduct any fund-raising efforts to generate capital or to supplement the per pupil allocations? If so, briefly explain.

THE CHILES ACADEMY will seek out every available opportunity to raise funds for the program. The school will apply for state start-up charter funds as will as workforce development funds and post-secondary partnership funds. Grant writing opportunities will be sought and various private foundations will be contacted. A partnership with the Child Care Resource Network will be formed to contribute to the need as well.

E. Explain the manner in which the school will be insured, including liability insurance.

Final approval of all insurance will be the responsibility of the Board of Directors of THE CHILES ACADEMY. The Board of Directors will take the responsibility for ensuring that all insurance has been properly secured and obtained. Proof of insurance will be provided to the Volusia County School Board.

The Sponsor will provide property insurance for the property owned by the Sponsor. THE CHILES ACADEMY will pay to the Sponsor the pro-rated portion of the cost of the insurance coverage associated with that property.

Evidence of the following coverage and limits will be provided by THE CHILES ACADEMY to the Sponsor on an annual basis:

1. General Liability - $1,000,000 per occurrence and $2,000,000 aggregate
2. Directors, Officers, Employees, and Entity Liability - $1,000,000 per occurrence and $2,000,000 aggregate
3. Fidelity, Dishonesty Liability - $500,000
4. Automobile Insurance - $1,000,000 with a deductible no greater than $1,000
5. Worker's Compensation – To the full extent required by Florida Law

Proposed 3-Year Budget for THE CHILES ACADEMY				
	Year 1		Year 2	Year 3
	Start-Up Grant	FEFP		
Numbers of Students (Including babies)		100 (44 babies)	120 (55 babies) *20% increase*	144 (64 babies) *20% increase*
Revenue:				
FEFP (Less 5% Adm. Fee)	0	455,894.92	547,072.00	656,488.88
Federal Charter Grant *(Less indirect cost of 5.2% to sponsor)*	150,000.00 *-7,800.00*	0	*150,000.00 *-7,800.00*	0
Unencumbered from previous year	0	0	87,737.92	205,164.34
Other Grants	0	TBA	TBA	TBA
Total Revenue:	142,200.00 + 455,894.92 = **598,094.92**		**777,009.92**	**861,653.22**
Expenditures:				
Salaries	0	248,000.00	277,700.00	320,000.00
Supplements	9,600.00	0	9,000.00	10,000.00
Human Resources, Payroll Services Costs (See next page for breakdown)	32,986.80	0	39,262.73	45,185.20
Health Insurance	37,230.18	0	40,953.25	48,513.92
Utilities (5% annual increases)**	0	5,952.00	6,249.60	6,562.08
Telephone/Internet ($125/mo. and 5% annual increases)	180.00 (Set-up cost)	1,500.00	1,575.00	1,653.75
Contracted Custodial Services	0	10,000.00	11,000.00	12,000.00
Insurance	0	5,000.00	5,500.00	5,750.00
Supplies	1,000.00	4,000.00	4,000.00	4,000.00
Copier Lease	3,600.00	0	0	0
Contracted Day Care ($20/day X 180 days = $3600/child)	0	72,000.00 (20 babies)	111,600.00 (31 babies)	144,000.00 (40 babies)
Legal Services	5,000.00	0	5,000.00	5,000.00
Audit	6,500.00	0	7,000.00	7,500.00
Bookkeeping (4 hrs. /wk. X 50 wks. X $15/hr.)	3,000.00	0	3,000.00	3,000.00
Staff Development	7,503.02	0	6,800.00	7,200.00
Substitute Teachers ($75.00 X 113.67% HR X 20 days)	0	1,705.00	1,705.00	1,705.00
Nurse	20,000.00	0	20,000.00	20,000.00
Curriculum Materials	3,500.00	4,000.00	4,000.00	4,000.00
Computers & Technology ***	7,600.00	10,000.00	10,000.00	5,000.00
Furniture ***	0	5,000.00	5,000.00	2,000.00
Advertisement & Promotion***	2,500.00	1,000.00	500.00	500.00
Remodeling/Renovation ****	2,000.00	0	2,000.00	0
Total Expenditures:	**142,200.00**	**368,157.00**	**571,845.58**	**653,569.95**
Unencumbered:	87,737.92 (14.7%)		205,164.34 (26.4%)	208,083.27 (24.1%)

*Maximum grant award for year two (2003/2004 school year) as per DOE School Choice office of Dr. Rufus Ellis– *see alternate budget for minimum award.*

**Utilities quote furnished to Patricia Drago by James D. Ermisch on 2/20/2002 and will be paid to the Sponsor, as per mutual agreement, in lieu of setting up separate utility meters at the facility.

***These amounts are higher for each of these areas in year one due to initial start-up costs and are expected to be less for succeeding years

****Renovations for years one and two will include exterior paint and landscaping of the site

Human Resource and Payroll Services Costs

Quote provided by Denise Lilly of "Vision HR" who is available at (386)255-7070 for further information

Services to be delivered by Vision HR:

1. Payroll Services – tax filings, 941, W-2, direct deposit, garnished wages processing, etc.
2. Workers Compensation
3. Administration of Benefits – health insurance, supplemental insurance such as life, dental, vision, etc.
4. Retirement Planning
5. Health Insurance (See tables on next page)

Fees:	Teachers	113.67% of salary	(Worker's Comp code 8868)
	Non-Professionals	113.74% of salary	(Worker's Comp code 8869)

These fees **include gross wages** (100%) and the remainder of the fee (13.67% or 13.74%) is for payroll taxes (FUTA, FICA), Workers Compensation, and the administrative fee to Vision HR.

Human Resource Costs for Anticipated Year One Budget

Employee Type	Wages	Vision HR
Teacher (13.67%)	151,000.00	20,641.70
Non-Professional (13.74%)	97,000.00	11,032.78
Supplements (13.67%)	9,600.00	1,312.32
Totals:	248,000.00 salaries 9,600.00 supplements	**32,986.80**

Grand total for year one: 248,000.00 + 9,600.00 + 32,986.80 = 290,586.80

Human Resource Costs for Anticipated Year Two Budget

Employee Type	Wages	Vision HR Fee
Teacher (13.67%)	176,500.00	24,127.55
Non-Professional (13.74%)	101,200.00	13,904.88
Supplements (13.67%)	9,000.00	1,230.30
Totals:	277,700.00 salaries 9,000.00 supplements	**39,262.73**

Grand total for year two: 277,700.00 + 9,000.00 + 39,262.73 = 325,962.73

Human Resource Costs for Anticipated Year Three Budget

Employee Type	Wages	Vision HR Fee
Teacher (13.67%)	214,000.00	29,253.80
Non-Professional (13.74%)	106,000.00	14,564.40
Supplements (13.67%)	10,000.00	1,367.00
Totals:	320.000.00 salaries 10,000.00 supplements	**45,185.20**

Grand total for year three: 320,000.00 + 10,000.00 + 45,185.20 = 375,185.20

Human Resource Costs for *"Alternate Year Three Budget"*

Employee Type	Wages	Vision HR Fee
Teacher (13.67%)	184,000.00	25,152.80
Non-Professional (13.74%)	106,000.00	14,564.40
Supplements (13.67%)	10,000.00	1,367.00
Totals:	290,000.00 salaries 10,000.00 supplements	**41,084.20**

Grand total for year three: 290,000.00 + 10,000.00 + 45,185.20 = 375,185.20

Employee Health Insurance Benefits

Calculations for health benefits to be paid by the charter school annually are based on the following amounts:

HMO (Florida Health Care)	***POS***	**Year one** Average cost per employee	**Year two** Average cost per employee (10% increase)	**Year three** Average cost per employee (10% increase)
2,702.04	3025.68	**2863.86**	**3150.25**	**3465.28**

Anticipated employee health insurance benefit costs to the charter school:

Year	Cost Per employee	Number Of employees	Total (Cost X Number)
1	2,863.86	13	**37,230.18**
2	3,150.25	13	**40,953.25**
3	3,465.28	14	**48,513.92**
Alternate year 3	3,465.28	13	**45,048.64**

Employees will also have the option of purchasing dependent health care insurance through Vision HR.

Technology Related Costs:

The COMPASS lab exists and may continue to be used by the charter school as per agreement with the sponsor. All courses will be taught using district developed course outlines, whether for original or remedial credit. Because we will be sharing a server with the Atlantic High School COMPASS lab, the charter school agrees not to change any curriculum components on the server.

Sufficient software and computers are already in place at the school. The costs related to *continuing* to run the COMPASS lab at the site include the following:

1. Annual maintenance agreement (pro-rata share for 15 of 45 stations on AHS server is 1/3):
   a. File server maintenance ($900.00 X 1/3) $300.00
   b. Software maintenance ($1,800.00 X 1/3) $600.00
   c. Compass consulting ($3,000.00 X 1/3) $1,000.00
2. Beyond Books: $6.00 X 60 students $360.00
3. Boxer Geometry: $20.00 X 10 students $200.00
4. Chemplace: $380.00 X 1 teacher $380.00

Total annual cost for maintenance of 15 COMPASS stations: $2,840.00

As funds become available, the charter school will also purchase more computers to be used for non-COMPASS programs. Total amount budgeted for computers and technology is as follows:

- Year One: $17,500 (Plan to purchase more computers & technology)
- Year Two: $10,000
- Year Three: $5,000 (Additional computers not expected to be needed or purchased for year three)

Changes for "Alternate 3-Year Budget"

As per the sponsor's request, an alternate budget reflecting a "worst case scenario" has been prepared and is on the following page. Listed below are the items that were changed in the alternate budget:

1. Beginning FEFP has been reduced by 10 students (revenue reduction of $45,589.50)
2. Federal Start-up Grant has been reduced from $150,000.00 to $50,000.00 as per *minimum* amount of anticipated award for year two.
3. New teacher was not added in year three creating the following savings:
   - $30,000.00 salary
   - $4101.00 HR cost
   - $3,465.28 health insurance
4. Contracted child care reflects fewer babies for each year
5. Unencumbered percentages decrease as follows:

Year	(1) Unencumbered	(2) Revenue	Percent (1) 4 (2) X 100
1	87,737.92	598,094.92	14.7%
2	205,164.34	777,009.92	26.4%
3	208,083.27	861,653.22	24.1%
Alternate 1	60,148.50	552,505.50	10.9%
Alternate 2	53,269.52	599,915.10	8.9%
Alternate 3	62,329.35	645,933.02	9.6%

6. All other assumptions remain unchanged.

ALTERNATE 3-Year Budget for THE CHILES ACADEMY

In the event that anticipated FEFP is 10 students short of expectations

	Year 1		Year 2	Year 3
	Start-up Grant	FEFP		
Numbers of Students (Including babies)		90 (39 babies)	108 (48 babies) *20% increase*	130 (55 babies) *20% increase*
Revenue:				
FEFP (Less 5% Adm. Fee)	0	410,305.50	492,366.60	592,663.50
Federal Charter Grant *(Less indirect cost of 5.2% to sponsor)*	150,000.00 *-7,800.00*	0	*50,000.00 *-2,600.00*	0
Unencumbered from previous year	0	0	60,148.50	53,269.52
Other Grants	0	TBA	TBA	TBA
Total Revenue:	142,200.00 + 410,305.50 = **552,505.50**		**599,915.10**	**645,933.02**
Expenditures:				
Salaries	0	248,000.00	277,700.00	290,000.00
Supplements	9,600.00	0	9,000.00	10,000.00
Human Resources Payroll Services Costs (See HR page for breakdown)	32,986.80	0	39,262.73	41,084.20
Health Insurance	37,230.18	0	40,953.25	45,048.64
Utilities (5% annual increases)	0	5,952.00	6,249.60	6,562.08
Telephone/Internet ($125/mo. and 5% annual increases)	180.00	1,500.00	1,575.00	1,653.75
Contracted Custodial Services	0	10,000.00	11,000.00	12,000.00
Insurance	0	5,000.00	5,500.00	5,750.00
Supplies	1,000.00	4,000.00	4,000.00	4,000.00
Copier Lease	3,600.00	0	0	0
Contracted Day Care ($20/day X 180 days = $3600/child)	0	54,000.00 (15 babies)	86,400.00 (24 babies)	111,600.00 (31 babies)
Legal Services	5,000.00	0	5,000.00	5,000.00
Audit	6,500.00	0	7,000.00	7,500.00
Bookkeeping (4 hrs. /wk. X 50 wks. X $15/hr.)	3,000.00	0	3,000.00	3,000.00
Staff Development	7,503.02	0	6,800.00	7,200.00
Substitute Teachers (75.00 X 113.67% HR cost X 20 days)	0	1,705.00	1,705.00	1,705.00
Nurse	20,000.00	0	20,000.00	20,000.00
Curriculum Materials	3,500.00	4,000.00	4,000.00	4,000.00
Computers & Technology	7,600.00	10,000.00	10,000.00	5,000.00
Furniture	0	5,000.00	5,000.00	2,000.00
Advertisement & Promotion	2,500.00	1,000.00	500.00	500.00
Remodeling/Renovation	2,000.00	0	2,000.00	0
Total Expenditures:	**142,200.00**	**350,157.00**	**546,645.58**	**583,603.67**
Unencumbered:	60,148.50 (10.9%)		53,269.52 (8.9%)	62,329.35 (9.6%)

*Minimum grant award anticipated for year two (2003/2004 school year) as per the DOE School Choice office of Dr. Rufus Ellis.

Projected Staff/Duties/Salaries
THE CHILES ACADEMY

2002-2003:

Title	Description/Duties	Annual Salary
Director	In charge of program on a daily basis; guidance duties; director of daycare	45,000
Guidance (0.4)	Part time guidance counselor in charge of guidance duties and facilitator of the guidance advisory model	10,000
Teacher	Parenting, Vocational, Science	32,000
Teacher	Mathematics, Social Studies, Language Arts	33,000
Teacher	ESE	31,000
Paraprofessionals (6)	(5) Day Care Workers and (1) Classroom Assistant (Average of $9,000 ea.)	54,000
Staff Assistant	In charge of day-to day monitoring of the day care	20,000
Clerical	Receptionist, Information Services, Enrollment, Attendance, Transportation, Food Services, Internal Accounts, Other Duties as assigned	23,000
Total:		**248,000**

2003-2004:

Director	In charge of program on a daily basis; easing away from director of daycare responsibilities	47,500
Guidance/Teacher	Guidance Duties (0.5) English Teacher (0.5)	30,000
Teacher	Parenting, Vocational	33,000
Teacher	Math, Science, Social Studies	34,000
Teacher	ESE	32,000
Paraprofessionals (6)	(Average of $9,200 each)	55,200
Staff Assistant	Increased Day Care Duties	22,000
Clerical	(See Above)	24,000
Total:		**277,700**

2004-2005:

Director	In charge of program on a daily basis	50,000
Guidance	Guidance Duties	32,000
Teacher	Parenting, Vocational	34,000
Teacher	Math, Science	35,000
Teacher	Social Studies, Language Arts ***(If alternate budget is used, this position will not be filled and staffing from previous year will be applied)***	30,000
Teacher	ESE	33,000
Paraprofessionals (6)	(Average of $9,500 each)	57,000
Staff Assistant	Day Care Director	24,000
Clerical	(See Above)	25,000
Total:		**320,000**

THE CHILES ACADEMY
Conversion Charter School
Estimated Revenue

1. FEFP State and Local, Funding for the 180-day term – 2002-2003

Program	Number of FTE Students	Program Cost Factor	Weighted FTE (b)x(c)	Base Student Allocation	District Cost Differential Factor	Base Funding (d)x(e)x(f)
A	b	c	d	e	f	g
Pre-K	44	1.036	45.58	3,413.18	0.9597	149,316.27
Basic K-3	0	1.007	0.0	3,413.18	0.9597	0.0
Basic 4-8	5	1.000	5.0	3,413.18	0.9597	16,378.15
Basic 9-12	40	1.113	44.52	3,413.18	0.9597	143,830.99
ESE Basic K-3	0	1.007	0.0	3,413.18	0.9597	0.0
ESE Basic 4-8	1	1.000	1.0	3,413.18	0.9597	3275.63
ESE Basic 9-12	10	1.113	11.13	3,413.18	0.9597	36,457.75
Exceptional Level 4	0	3.948	0.0	3,413.18	0.9597	0.0
Exceptional Level 5	0	5.591	0.0	3,413.18	0.9597	0.0
ESOL	0	1.265	0.0	3,413.18	0.9597	0.0
Vocational Education 6-12	0	1.206	0.0	3,413.18	0.9597	0.0
Totals:	100		107.23			349,258.79

2. ESE Guarantee Allocation:
Number of students in programs 111,112, & 113
times district ESE allocation:
11 times $2,219.98 — 24,419.78

3. Supplemental Academic Instruction:
District allocation 19,055,620.00
divided by district UFTE 61,130.41
100 times $311.72 — 31,172.00

4A. Divide school's WFTE by district's WFTE:
107.23 ÷ 67,056.77 = .0016407
.160%

4B. Divide school's UFTE by district's UFTE:
100 ÷ 61,130.41 = 0.0016358
.164%

5. Other FEFP (WFTE share) Safe Schools:	1,820,668.00 x .160%	2,913.07
6. Discretionary Millage (WFTE Share)	11,511,833 x .160%	18,418.93
7. Discretionary Tax Equalization		
8. Discretionary Lottery (WFTE share)	4,105,590 x .160%	6,568.94
9. Instructional Materials (UFTE)	5,200,966 x .164%	8,529.58
10. Public School Technology (UFTE)	1,564,747 x .164%	2,566.19
11. Pre-K Early Intervention (UFTE)		
12. Teacher Recruitment	3,810,596 x .164%	6,249.38
13. Teacher Training (UFTE)	902,510 x .164%	1,480.12
14. Teacher's Lead	385,735 x .164%	632.61
15. Student Transportation		Pd. By District
16. Summer School		TBA
17. Other State Categorical Funding (Special Program Cost Factor)		_____
18. Food Service		Pd. By District
19. Federal Project Revenue Title One Funds (Estimated)		12,000.00
20. Other Revenue to be raised from sources other than district (Paid Day Care Slots)		15,680.00
21. Fundraisers & Donations		TBA
Total Estimated Revenue		479,889.39
Less 5% Administration Fees		-23,994.47
Total Anticipated FEFP Revenue:		**455,894.92**
Federal Start-Up Grant		150,000.00
Less 5.2% Indirect Cost retained by sponsor		-7,800.00
Balance Due to Charter School:		**142,200.00**

3) Recruiting and Marketing Plan

A. Demonstrate how you will publicize the school to attract a sufficient pool of applicants.

As noted earlier in this proposal, the vast majority of pregnant and/or parenting teens in Volusia County are not served in parenting teen programs. Furthermore, many of these students experience difficulty maintaining appropriate academic progress with the additional responsibilities of caring for a child. Research also indicates that many of these students were performing below grade level academically prior to becoming pregnant and/or parenting teens. We will work closely with Volusia County middle and high schools, health organizations, and supportive members of the business community to identify and target students who would be best served by this school. THE CHILES ACADEMY is committed to providing the community and all potential students with information regarding the program. Open houses will be scheduled and utilized as a public forum for interested parents and students.

Publicity for the school may include the following:

1) Brochures and news advertisements will be district-wide and will give announcements of the school and its purpose
2) Posters will be placed at strategic locations in hospitals, WIC offices, obstetricians' offices, community health centers, etc.
3) Information packets will be available for public and private schools and Healthy Start nurses, or will be mailed upon request
4) Public meeting held to survey public interest
5) Brochures and applications with application procedures and deadlines available
6) Meeting for parents during open enrollment

B. What steps will be taken to reach students representative of the racial and socio-economic diversity in the community, including typically "harder to reach" families?

Special efforts will be made to attract students representative of various racial and socio-economic backgrounds, as well as Limited English Proficient (LEP) students. The school and the sponsor will work together to provide language translations of all written materials. The following marketing techniques will be utilized to reach out to these specific communities...

1) Formation of minority leadership teams and alumni groups
2) Newspaper articles
3) Community picnic including contacts from the Health Department, hospitals, and various social agencies
4) Visiting guidance counselors at local high schools and providing written information and presentations

IV. OPERATIONS

1. Admission Procedures and Registration Plan

A. Describe the admissions procedures and dismissal procedures you will use.

Applications for admission to THE CHILES ACADEMY may be submitted by any pregnant or parenting teen that is a resident of Volusia County. THE CHILES ACADEMY will be open to any qualified students within the district based on available seats. THE CHILES ACADEMY will consider applicants without regard to national origin, ethnicity, gender, or disability. The School guarantees that its admission policies shall be non-sectarian. Fees will not be charged other than those which public schools are authorized to charge. Our goal is to allow families in crisis to enroll until capacity is reached. After reaching capacity students will be placed on a waiting list through a continuous enrollment process. The charter school will comply with all federal and state laws and ESE student's Individual Educational Plan (IEP) will be adhered to. If necessary, the charter school will contract out for services to meet student need.

GUIDELINES FOR SELECTION AND ADMISSSION

1. Applications will be accepted by US Mail, FAX or hand delivery to THE CHILES ACADEMY director
2. Open enrollment will be continuous, even after all seats are full. Applications received after capacity will be placed on a numbered waiting listing in order of the date their application was received until a seat becomes available.
3. National origin, ethnicity, gender, or disability will not be a factor in determining acceptance at THE CHILES ACADEMY.
4. THE CHILES ACADEMY will provide a priority to students who are children of THE CHILES ACADEMY employees.
5. A one-time priority will be given to former THE CHILES ACADEMY students providing they had not been previously dismissed from the program.
6. A one-week response time will be given for parents/guardians to accept or reject placement.
7. Students who do not wish to remain at THE CHILES ACADEMY may return to their zone school. Their child will be placed in contracted child care for as long as they attend a Volusia County School and have completed or are enrolled in a parenting class. Parents of students will need to sign a release of information form so that the charter school can obtain student information after a student returns to their zone school.

By choosing to enroll a student at THE CHILES ACADEMY, parents provide their children with an alternative educational opportunity in an environment that combines the standard education process with the issues unique to a pregnant or parenting teen. On-site child care will be provided for children of students attending the program.

With the submission of an application the student indicates a willingness to accept responsibilities that come with desiring the best learning environment and experience to meet the needs of the student.

In order to ensure this favorable environment, students are expected to adhere to guidelines and policies of the charter school. Staff members of THE CHILES ACADEMY will continually monitor student progress in the areas of attendance, academics, and behavior.

Students who are not meeting the expectations of THE CHILES ACADEMY or exhibit continued misconduct might be required to participate in any or all of the following interventions to assist them in improving either their attendance, academics or behavior.

1) Teacher/Student conference
2) Teacher/Parent conference
3) Goal setting
4) Meeting with the administration
5) In school and/or out of school suspension
6) Probationary status letter
7) Economy system including the loss of "Baby Bucks"

Code of Student Conduct

It is clear that the health, safety, and welfare of both the unborn child and the infant will be the first priority in this program. THE CHILES ACADEMY will follow all of the requirements of the Volusia County Code of Student Conduct – Policy 208. The Code of Student Conduct will allow THE CHILES ACADEMY to work within a range that delivers a zero tolerance for violence. Violence of any nature will not be tolerated. The consequences of this behavior will result in immediate removal from the program. Every student will sign a document acknowledging receipt of this policy during the enrollment process. All students and/or their parents are entitled to due process under the provisions of the sponsor's policies.

Safety

THE CHILES ACADEMY will undergo the security certification process used by the Volusia County School district in order to comply with the SAFE Passage Act, as per FS 229.838. As the certification process is part of the security and safety plan at the school site, THE CHILES ACADEMY will undergo the certification process used by the sponsor.

Academics

Students are expected to maintain a GPA of 2.0. The goal is to give students every opportunity to succeed in this uniquely designed learning environment, not to dismiss students based on academic achievement. If a student is not meeting the school's academic expectations, students, parents, and staff will work together developing a plan for improvement that will be implemented to assist students in meeting school's academic expectations.

Attendance

THE CHILES ACADEMY believes that it is essential for students to be in attendance on a daily basis and will work with the students to ensure that their attendance is a high priority. Students may not accrue fifteen days or more of unexcused absences within any ninety day period. Students participating in THE CHILES ACADEMY shall be exempt from the minimum attendance requirements for absences related to pregnancy or parenting, but shall be required to make up work missed due to absence as per FS 230.23166 (3) (a).

Behavior

Students who are not in compliance with school policies and guidelines will participate in the previously stated intervention strategies. After applicable interventions have been exhausted and the student is still not meeting the expectations of THE CHILES ACADEMY, the Governing Board ~~director~~ reserves the right to dismiss the student. Any student found to commit a severe breech of conduct according to the Volusia County Code of Conduct, will be immediately

~~dismissed from THE CHILES ACADEMY~~ withdrawn to their zone school whereby the sponsor will then decide if further action is necessary.

Contracted Child Care Dismissal Procedure

Students who have their children enrolled in an off-site, contracted child care center may lose their subsidized child care if the child attends the child care when the student/parent is absent from school.

Steps that may lead to dismissal:

- Student and parent/guardian will sign a contract agreeing to contracted child care policies
- Attendance of students and babies will be monitored regularly
- When an attendance discrepancy is noted, the student and their parent/guardian will be notified and put on probation
- Abuse of the contracted child care policies will result in termination of child care and withdrawal of the child(ren) from subsidized child care by the Board of Directors
- Appeals for reinstatement of contracted child care may be made by the student and/or the parent/guardian within 30 days of withdrawal to the Board of Directors for their consideration

Other discipline interventions as identified by THE CHILES ACADEMY Board of Directors and staff may be added to this list. All students and/or their parents are entitled to due process including, but not limited to, a hearing by the director, an appeal to the Board of Directors, and School Board of Volusia County appeal process.
All exceptional education students (ESE) will be disciplined according to state ESE guidelines. All appropriate parent notifications and consideration for manifestation of disabilities will be addressed in the disciplining of these exceptional students.

B. Describe the timetable to be used for registering and admitting students, including a plan for the admission lottery if the number of applicants exceeds the program capacity.
THE CHILES ACADEMY will follow procedures for admission and registration designed specifically for THE CHILES ACADEMY. Parents or guardians of prospective students will complete an application for admission. Admission will be granted to those students who have mailed, E-mailed, faxed, or hand delivered their application. An application will be considered valid if it is complete, signed, and dated by the parent or guardian and student.

All applications should be mailed or faxed to the following address:
THE CHILES ACADEMY
1250 Reed Canal Road
Port Orange, FL 32129
Hand delivered applications must be delivered to the director's office.

The continuous open enrollment timeframe will allow students' needs to be met as they arise. In the event that the number of submitted applications exceeds the number of available seats at THE CHILES ACADEMY, the remaining applications will be numbered according to the date of arrival. Applications will be either postmarked or date-stamped to determine priority and waiting list. THE CHILES ACADEMY will maintain continuous open enrollment after all seats are full.

Those applicants will then be placed on a numbered waiting list in order of the date their application was received until a seat becomes available.

THE CHILES ACADEMY will provide a priority to two groups of students. First are those students who are children of THE CHILES ACADEMY employees. Second, a one-time priority will be given to former THE CHILES ACADEMY students providing they had not been previously dismissed from the program.

As on-site child care is provided for the child (ren) of the students. If on-site child care capacity is reached, the older children will be moved to contracted child care.

Maximum capacity of the portables is as follows:

Portable #1: 15 babies
Portable #2: 15 babies
Portable #4: 30 students
Portable #5: Administrative
Portable #6: 30 students
Portable #7: computer lab.

All applicable codes regarding the health and welfare will be followed in accordance with Volusia County School Board.

In the event that an emergency exists in that there is not sufficient capacity at the school to meet the number of students requesting enrollment, then the sponsor's representative's approval shall be required for any student to remain at the school beyond two semesters.

Students shall be admitted from outside of the current attendance area for the school only when such admission would not result in the denial to a student living within the current attendance area.

C. **Describe the ways in which the school will endeavor to achieve a racial/ethnic balance reflective of the community it serves.**
THE CHILES ACADEMY will be open to all students, regardless of race or ethnicity. There will be a balance based upon the group that choose the TPECC School, however; all eligible applicants will be admitted until the cap enrollment has been reached. Should a need develop to prioritize and select students, a plan will be developed and submitted to Volusia County School Board to assure legal compliance with racial and ethnic balance.

D. **In the case of an existing school being converted to charter status, suggest alternative arrangements for current students who choose not to attend the school.**
All students currently enrolled in the teen parenting program at this site will have a priority to enroll in this conversion charter school. THE CHILES ACADEMY will continue to meet the unique need of serving pregnant and/or parenting teens. Students not wishing to attend may return to their zone school.

3) **Human Resources Information**

A. Describe the standards to be used in the hiring process of teachers, administrators, and other school staff.

THE CHILES ACADEMY will use the Sponsor's office job lines and bulletins as well as Internet job search sites to post available positions. Interested applicants will follow the Volusia County School Board guidelines for hiring. Once the application is submitted, a committee consisting of one governing board member, the director, one teacher and one non-teaching staff member will conduct the initial review. The director and one teacher may then interview qualified applicants. The final determination will be made by the director and will receive the Governing Board's approval.

New Staff Members

Anyone applying for employment as a director, teacher, paraprofessional, or clerical staff member will all be required to submit to the following:

- Background check, including fingerprinting as provided in FS 231.01
- Drug screening
- Reference check

New teachers may participate in the sponsor's Teacher Induction Program (TIP) at no charge. All beginning teachers must go through the beginning teacher's process and will be monitored and evaluated by a certified FPMS supervisor.

Teachers

THE CHILES ACADEMY will use all county and state guidelines for hiring teachers. Volusia County Schools will maintain certification records and will allow THE CHILES ACADEMY teachers to attend inservice training and receive materials. Workshop materials will be provided to the teachers by the sponsor and charter school working together. The sponsor will supply materials such as printed handouts to workshop participants. Materials such as textbooks, kits, graphing calculators, etc., will be supplied to the teachers by the charter school. Sponsor materials on hand will determine if the charter school will be able to purchase the materials through the district or need to purchase them on their own. This will be provided on a space-available basis at no additional cost to the charter school. Teachers who are employed by THE CHILES ACADEMY will be dedicated to the mission and vision of the school. THE CHILES ACADEMY will seek teachers who can demonstrate a student-centered approach to learning that focuses on innovative practices and individualized instruction. They shall:

- Hold a valid teaching certificate or comply with expert in the field status in accordance with s. 231.1725 as required by Florida Statutes.
- Have demonstrated or show potential success as educators
- Have excellent communication skills
- Share the philosophy and belief of THE CHILES ACADEMY that couples the standard education process with the issues unique to a pregnant or parenting teen.
- Have an educational philosophy consistent with that of the charter school
- Be dedicated to providing superior educational opportunities to students
- Be committed to developing and incorporating innovative teaching methods

Director

The director will hold a master's degree or above and be certified to be the director of the school. The director will provide the academic leadership of THE CHILES ACADEMY and oversee the day-to-day operations of the program. The director will report directly to the Governing Board. All other personnel will report directly to the director. The director will receive

FPMS certification prior to the opening of the charter school and will perform all teacher and staff evaluations, including TIPS for new teachers. An accredited individual mutually agreed upon by both the sponsor and the governing board of the charter school will evaluate the director. In order to maintain communication between the charter school and the sponsor, the director will be notified of and ~~will~~ may attend all sponsor's meetings for principals.

THE CHILES ACADEMY Staff
The school staff will include the following jobs in addition to the others the Governing Board determines appropriate. Staff will include, but is not limited to, the following:

2002-2003

- Director
- Classroom Teachers (2)
- ESE Teacher (1)
- Guidance Counselor (0.4)

2003-2004

- Director
- Guidance/Teacher
- Classroom Teachers (2)
- ESE Teacher (1)

2004-2005

- Director
- Guidance
- Classroom Teachers (3)
- ESE Teacher (1)

Support Staff
THE CHILES ACADEMY will use all county and state guidelines for hiring support staff. Support staff employed by THE CHILES ACADEMY will be dedicated to the mission and vision of the charter school. All support staff is expected to:

- Be qualified according to state guidelines
- Value and commit to the purpose and mission of the school
- Engage in curriculum design and implementation for infants and toddlers
- Provide strategies that will meet the individual needs of all students
- Be flexible and creative in providing a stimulating environment
- Keep teen parents regularly informed of their children's progress
- Model behaviors and practices that will lead to the development of a positive school culture
- Participate in the governance of the school

The support staff will include the following jobs in addition to the others the Board of Directors determines appropriate. Support staff will include, but is not limited, to the following:

2002-2003

- Paraprofessionals (6)
- Clerical
- Staff Assistant

2003-2004

- Paraprofessionals (7)
- Clerical
- Staff Assistant

2004-2005
- Paraprofessionals (7)
- Clerical
- Staff Assistant

B. Describe your human resource policies governing: salaries, contracts, hiring, dismissal, and benefit packages.

THE CHILES ACADEMY is an equal opportunity employer. The school will not discriminate for any reason including race, ethnicity, religion, age, or gender. If the personnel process or procedure is not specifically addressed in this document, it is given that THE CHILES ACADEMY will adhere to all procedures and guidelines set by Volusia County School Board.

Salaries
THE CHILES ACADEMY employee salaries shall be comparable with those of the Sponsor. The educational background and employment history will be considered. Paraprofessionals will be hired to work in the child care according to child care standards. Any additional bonuses and/or supplements will be negotiated with the Board of Directors.

Contracts
Written annual contracts will be provided to all employees. THE CHILES ACADEMY will follow the Sponsor's contract days as well as the traditional school calendar of Volusia County School Board.

Benefits
THE CHILES ACADEMY benefits package will include health and life insurance for all full time employees. Employees may purchase insurance for dependents.

Dismissal
Guidelines for dismissal from THE CHILES ACADEMY will be consistent with Volusia County School Board. Any new personnel may be terminated at the end of 90 days if not performing successfully.

Transfers and Resignations
The sponsor will assume responsibility for assisting in the placement of current employees assigned to Teen Parent East who do not wish to work at THE CHILES ACADEMY during its initial year. Thereafter, assistance will be given to those charter school employees who took leaves of absence from the sponsor to work at THE CHILES ACADEMY and subsequently desire to return to employment status with the sponsor.

Voluntary resignation will be defined by the school as an employee who elects to resign from the school in an appropriate timeframe, or who fails to return from an approved leave of absence on the appropriate date.

Termination
Employees of THE CHILES ACADEMY shall support and fulfill the mission and vision of the school. Any new employee may be terminated within a 90-day probationary period or

at the end of the annual contract period. Employees who engage in acts that endanger child welfare or safety or who engage in acts of moral turpitude shall be dismissed immediately.

Notification will be given to any employee who is not fulfilling the mission and vision of the school. The employee may be given time to improve his or her performance. If the director and Board of Directors are not able to observe significant improvement in the employee then he or she may be terminated.

Any termination may be appealed to the Board of Directors. Termination may take place for any reason not prohibited by law.

C. Describe how the qualifications of the teachers will be described to parents considering the charter school for their children, as required in the charter statute.

Teacher qualifications and resumes will be centrally housed at the charter school and available to parents on request.

D. What are the targeted staff size, staffing plan, and student-to-teacher ratios?

At THE CHILES ACADEMY the student to teacher ratio will be approximately twenty to one to ensure increased personal attention as well as allowing that the optimum number of students will have the opportunity to attend THE CHILES ACADEMY. The charter school will be better able to meet the needs of students who are at risk of failure and/or dropping out of school due to their circumstances as pregnant or parenting teens.

During the first year, THE CHILES ACADEMY will serve a maximum of sixty students and 24 babies, which will require three full-time teachers and six paraprofessionals. Additional babies will be served off-site in contracted child care. Other staff will be added as needed based on programming requirements and the needs of the students and determined by the Board of Directors.

E. In the case of an existing school being converted to charter status, suggest alternative arrangements for current teachers who choose not to teach in the school after conversion.

Although THE CHILES ACADEMY will be housed on the campus of Atlantic High School, the charter school is a separate entity with its own director and teaching staff and a reporting hierarchy via the Teen Parent East Conversion Charter Board of Directors.

Teachers and staff who are currently employed with Volusia County School Board and wish to be employed at THE CHILES ACADEMY will be given the opportunity to do so. This could be accomplished by any teacher/staff member by first becoming a successful candidate in the charter school's teacher/staff member selection process. Secondly, the teacher/staff member needs to secure a sponsor approved leave of absence from the VCSB. The sponsor will provide placement assistance for teachers and staff members who are currently at Teen Parent East and do not wish to be employed at THE CHILES ACADEMY. ~~In accordance with the existing agreements for the Volusia County School Board, any teacher/staff member requesting a transfer from THE CHILES ACADEMY to another school within Volusia County may seek employment.~~ No teacher/staff member will be required to be employed at the charter school and no student will be compelled to attend this charter school.

3) Transportation

A. Discuss the plans for transporting students to and from school. What arrangements, if any, will be made with the local school district, private providers, or with parents?

- Volusia County Schools Student Transportation Services will provide transportation services in accordance with the established federal, state, and district policies and procedures.
  Additionally, Student Transportation Services will provide specialized seating equipment meeting FMVSS. THE CHILES ACADEMY will reimburse STS at a fully allocated cost.

B. Charter schools are responsible for providing transportation for students residing within a "reasonable distance" of the charter school. How has that reasonable distance been defined in your charter transportation plan?

- Proposed attendance boundaries range from the existing Atlantic High School attendance zone to the attendance zone for Atlantic High School's Life skills program. Student Transportation Services proposed transportation includes service to THE CHILES ACADEMY student's child care provider only if the provider is located on established routes.

C. Describe the policies, which will help ensure that transportation is not a barrier to equal, access for all students.

- Student Transportation Services will work with THE CHILES ACADEMY and local public and private transportation providers to ensure all eligible transportation needs are ACADEMY will follow all applicable Federal and State guidelines to ensure access for all students. Students of THE CHILES ACADEMY who have a valid driver's license and proof of insurance will be granted permission to drive to school.
- Student transportation services will strive to serve all of our students. THE CHILES ACADEMY will check with transportation to find out if it will cost additional funds before putting a student on a bus from an outlying area. Should the cost of transportation exceed the allocation, THE CHILES ACADEMY will agree to pay the difference.
- THE CHILES ACADEMY and transportation services will review transportation costs quarterly or yearly and adjust the budget at the end of the first year if the cost exceeds transportation FTE.

D. If the school district is under court-ordered desegregation, describe how that has been taken into account in the transportation plan.

N/A

The following are additional items included by student transportation services:

- The students must abide by the VCSB Code of Student Conduct for transported students.
- Educational and extra curricular field study trips must comply with STS Trip Procedures for request and reimbursement. Additionally, THE CHILES ACADEMY will follow District Policy 315 as it relates to Field Study Trips.

- Alternate bus stop requests must comply with VCSB Student Transportation Services Alternative Stop Request procedures.
- Emergency permission for change of bus stop must comply with VCSB Student Transportation Services Procedures.
- Transportation will be provided for the traditional 180-day school calendar.
- THE CHILES ACADEMY and Student Transportation Services, by mirroring applicable transportation models, will agree upon school opening and closing times.
- THE CHILES ACADEMY is to assume responsibility for all student disciplinary cases that arise in connection with transportation.
- THE CHILES ACADEMY will plan the program of school so that transported students who arrive early or remain late will be under school supervision at all times.
- THE CHILES ACADEMY will plan and assign places for students to get on and off school buses at the school and to ensure the safety of the loading and unloading zones. (FAC 6A-3.017.2C)

Attachment A

Harold Patterson Card, CLU, FLMI, RHU

3019 Willow Oak Drive
Edgewater Florida, 32141
386 428-7577

Work Experience

Prudential Insurance Company, Agent, Columbus Ordinary Agency

Commissioned Officer U.S. Army, Company Commander 1967, 1968, 1969

Columbus Life Assignments

1969	Group Underwriter
1970	Group Systems Analyst and programmer
1972	Pension Administrator
1973	Assistant Agency Secretary
1973	Agency Secretary (CO) (Corporate Officer)
1978	Director Special Sales And Markets (CO)
1980	Regional Director of Agencies (CO)
1981	Golden Rule Agent and Agency Builder
1982	Conservation Coordinator (Legal and Secretary) (CO)
1984	Manager Agent Services (CO)
1986	User Project Manager (CO)
1988	Pilot Company Manager (CO)
1989	2nd VP, Manager Pilot Company and Tax Administration (CO)
1990	2dn VP, Assistant VP Product Implementation (CO)
1998	Retired

Demonstrated Leadership Positions

Professional

1967 to 1969	Company Commander U.S. Army Staff 134
1973 to 1978	Agency Secretary (CO) (Corporate Officer) 10 + 2 Managers
1982 to 1985	Manager Policy Owner Servoce (CO) Staff 28 + 4 Supervisors
1985 to 1988	User Project Manager (CO) Staff 2 managers and 10 assigned supervisory level personnel
1988 to 1991	2nd VP Pilot Company Manager (CO) Staff 6 Managers + 34 full time and 10-15 part time
1992 to 1998	Assistant VP Product Implementation (CO) Staff 6 to 9 full time Technical/Professional

Volunteer Leadership Positions

Past President

Columbus Association of Health Underwriters
Lake Darby Residents Association
Gamma Iota Sigma Collegiat Insurance Fraternity
(Charter and Founding Member)
Grand Chapter Gamma Iota Sigma (National Office)
Board of Deacons (church)
West Columbus Civitan (Distinguished President Award)
Sunset Civitan

Past Chairman of the Board

Columbus Association of Health Underwriters (2 times)
West Columbus Civitan
Sunset Civitan (Current)

Past Member of the Board of Directors

Columbus Health Underwriters
Ohio Association of Health Underwriters
West Columbus Civitan
National Board of Trustees Gamma Iota Sigma (Current)
Sunset Civitan (Current)

Other Volunteer Positions of Note

Chaired Numerous Community Projects and Committees
in Ohio and Florida For civic and government groups
Weblos Leader Boy Scouts of America
Program Chairman User Group The Continum Co. (700 in attendance)
secured over 50 speakers presenting over 40 hours of program
Alumni Advisor Theta Chi Fraternity Ohio State
Alumni Corporation Board Ohio State

Other Experience

Speaker on numerous Business topics
Speaker and spokes person for numerous community causes
Teacher of numerous insurance topics
Speaker Life Insurance Management Resarch Association
The National Agency Management Conference
Speaker on Agency topics at national and regional meetings
TV appearances on Health Insurance topics in Columbus Ohio
Teacher:
Life Office Management Association Courses
Agents Training School
Intermediate Training Schools
Pension Schools
Business Insurance Schools
Agency Development Schools
Advanced Underwriting Schools
Regional Seminars
Guest Speaker at Ohio State University on insurance topics.

Formal Education

Bachelor of Science Business Administration, Insurance and Risk Management
The Ohio State University

Officer Basic, Medical Field Service School , Brooke Army Medical Center, US Army

Professional Studies

31ST Field Officers School Life Insurance Marketing Research Assoc.
Society Of Pension Actuaries, Associate Designation
The American College of Life Underwriters, CLU (Chartered Life Underwriter)
Life Office Management Association FLMI (Fellow Life Management Institute)
The American College of Life Underwriters RHU (Registered Health Underwriter)
Wilson Learning S4
Dale Carnegie Leadership and Public Speaking
Ohio State University, Insurance Management Seminar
The Continuum Company
- Application support
- Client Management
- Application Support
- Product Management
- Contract Management
- Distribution Management

ECTA Corporate Environment
Indianapolis Life Joint Life School
Data Tech Institute
"Improving the software testing process"
Developing Self Directed Teams

MAX SCHILLING

6513 Omaha Trail
Tallahassee, Florida 32308
(850) 212-8481

CAREER OBJECTIVE:

To apply my background and skills in a capacity which will improve the education and lives of adolescent parents and their children, and reduce the number of teen births in Florida

CAREER EXPERIENCE:

Larsen, White & Schilling *3/00 - Present*
Consultant

- Continue a three year grant project to improve the quality of child care in four south Florida school district's teen parent programs through a contract with the FSU Center for Prevention and Early Intervention Policy
- Consult with school readiness coalitions in North Florida to gather data and write school readiness plans in compliance with the requirements of the Florida Partnership for School Readiness
- Provide information and contracted services on programs and strategies to reduce the rates of teen births in Florida communities

Florida Network on Adolescent Pregnancy, Parenting & Prevention (FNOAPPP) *9/97 – 3/00*
Program Director

- Developed a statewide network for the exchange of information on best practices that relate to the support of pregnant and parenting teens and preventing teen pregnancies
- Collected, aggregated, analyzed, formatted, and distributed a variety of data related to adolescent pregnancy and program participation
- Conducted annual events related to teen pregnancy, parenting, and prevention including a general statewide conference each fall and a primary prevention forum during each legislative session

continued . . .

CAREER EXPERIENCE:

Florida Department of Education ***11/89 – 9/97***
Program Specialist for Teenage Parent Programs

- Provided technical assistance to Florida's 67 school districts on statutes and rules that govern teenage parent programs and the child care they are required to provide
- Analyzed data during legislative sessions that had potential impact on pregnant and parenting students, their programs, or their school districts
- Wrote and edited publications and technical assistance papers relating to school-age parents, their children, and other at-risk youth
- Conducted workshops for local coalitions and school districts and promoted collaborative teen pregnancy prevention efforts at the local level

Advocacy Center for Persons with Disabilities ***10/88 - 8/89***
Investigative Consultant

- Evaluated complaints of former patients and the parents of former adolescent patients of private psychiatric hospitals in Florida
- Secured appropriate data, documents, and statements from complainants and professionals
- Wrote detailed reports describing hospitalizations and assessed the legitimacy of complaints

Charter Glade Hospital (Ft. Myers, Florida) ***6/87 - 8/88***
Marketing Representative

- Represented the adolescent unit in Lee, Collier and Charlotte Counties
- Conducted seminars and in-service trainings on adolescent issues
- Promoted events and programs through television, radio, and newspaper interviews

Charter Glade Hospital ***3/86 - 6/87***
Psychometrist

- Organized hospital's Psychology Department to efficiently process work load
- Administered and scored psychological tests of adolescent and adult patients of the psychiatric and chemical dependency units
- Applied computer programs for the scoring and recording of test data

continued . . .

Charter Glade Hospital ***12/84 - 3/86***
Psychiatric Technician - Adolescent Unit

- Counseled and supervised teenage patients in group and individual therapy
- Wrote treatment plans and documented progress of patients
- Acted decisively in behavioral emergencies

EDUCATION:

BACHELOR OF SCIENCE in 1982, Psychology Major, Sociology Minor
The Florida State University, Tallahassee, Florida

MEMBERSHIPS:

Board Member, National Organization on Adolescent Pregnancy, Parenting & Prevention
Board Treasurer, Brehon Institute for Human Services
Board Secretary, Visions of Manhood Fatherhood Project
Florida Center for Children and Youth

REFERENCES:

Ms. Mary Bryant (850) 487-0037
Assistant Director
Lawton and Rhea Chiles Center for Healthy Mothers and Babies
1310 Cross Creek Circle, Suite A
Tallahassee, FL 32301

Dr. Rodney Hollinger (863) 471-5747
Highlands District Schools
426 School Street
Sebring, FL 33870-4098

Mr. Jack Levine (850) 222-7140
Executive Director
Florida Center for Children and Youth
515 E. Park Avenue
Tallahassee, FL 32301

115 N. Riverside Drive 386.423.0322
Edgewater, Fl 32132-1715 386.428.7526

Ferdinand N. Heeb

Education 1956 BSBA University of Florida Gainesville, FL

Military 1956-1959 Lt (jg) United States Navy

Experience

1960 - present
Retired Certified Public Accountant Broward County, FL
Founding partner of Ringel Heeb & Co., certified public accounting practice
Grew to 21 professionals prior to merging with Deloitte & Touche, LLP
Partner in charge of Ft. Lauderdale office of Deloitte & Touche, LLP
Past FL Supreme Court Certified Family Mediator/Mediation Group, Cobb Cole & Bell for two years
Past member of the American Arbitration Association Panel of Arbitrators

Professional Organizations

Florida Institute of Certified Public Accountants/Past VP, Regional VP, Executive Committee, Board of Governors, member of Legislative Action Committee, Trustee of FICPA-PAC, Finance Committee, Office Advisory, President of Fort Lauderdale Chapter

Institute of Management Accountants/Member and past President Fort Lauderdale Chapter

Broward County Estate Planning Council/Member and past President

Broward County Financial Group/Co-founder and past Chairman

Academy of Family Mediators/FL Association of Professional Family Mediators

Civic and Charitable Organizations

Greater Fort Lauderdale Chamber of Commerce/Past treasurer, member of Board of Governors/Executive and Finance committees
Uptown (Gateway) Business Association/Past Chairman Board of Directors
Broward Workshop/Treasurer, Executive Committee
The Hundred Club of Broward County/Member of Board of Directors
St. John's Nursing & Rehab Ctr/Past Treasurer & Director/Finance Committee/Board of Directors
Boys & Girls Club of Broward County/Financial VP/Finance Committee/Board of Directors
Nat'l Conference of Christians and Jews/Past treasurer/Ex. committee/Board of Directors
Broward Community College Foundation/Member of Board of Directors
Florida Atlantic and Nova Universities/Past member of School of Accounting Advisory Board
Archdiocese of Miami & Diocese of St. Petersburg Pension Plan/Past member Advisory Board
Catholic Family and Children's Services Trust of Broward County/Past trustee
Pine Crest Preparatory School/Past member of Planned Giving Council

Anise Aiello

425 Oak River Drive
Port Orange. Florida 32127
(386) 756-6431
(386) 304-0638 - Fax

OBJECTIVE: To utilize my knowledge of clinical, community and patient services to educate and serve pregnant and parenting teens as well as their babies.

EDUCATION

Glassboro State College — Glassboro, New Jersey — May 1973
Bachelor of Arts
- Elementary Education
- Certification in Speech Correction

Elizabeth General Medical Center School of Nursing — Elizabeth, New Jersey — May 1986
Registered Nurse
Graduated with honors

Union County College — Cranford, New Jersey — May 1986
Associate of Arts

EMPLOYMENT

1976-1980 **Teacher** *Irvington Public Schools* Irvington, New Jersey
Provided supplemental instruction to students, classified with learning disabilities, outside of their self-contained class.

1986-1991 **Staff/Charge Nurse** *Overlook Hospital-Women's Division* Summit, New Jersey
Mother/Baby unit - RN- demonstrated necessary clinical skills for functioning in specialized area of maternal-newborn nursing.
- focused on the care of low risk and high risk antepartum and postpartum patients, the newborn, and their families.

Charge duties included:
- assignments and supervision of RN, LPN, and nursing assistant staff
- communication with doctors regarding their patients
  computer entry of MD orders

1992-1995 **Staff Nurse** *Halifax Medical Center* Daytona Beach, Fl
Mother/Baby unit -RN- responsible and accountable for the direct nursing care of a designated group of mothers and babies.
Responsible for team of LPN's and the care delivered to their patients.

1995-2001 **School Nurse** *Teen Parent East* Port Orange, Florida

- Organized and maintained, in confidential files, student health records, including certificates of immunization, health history, emergency information, M.D. orders and parent permission for medication administration.
- Enforced state mandates regarding immunization compliance.
- Observed students and babies for signs of illness; completed nursing assessment to identify existing or potential health problems - provided care or referral to MD, health dept. or hospital as necessary.
- Provided support and assistance with psychosocial problems. Assisted with referral to appropriate social service agency. Assisted students in scheduling appointments.
- Health education and counseling - one to one or in small groups.
- Assessed babies for proper growth and development.

JANET B. BORDENAVE

341 Jackson Avenue, Daytona Beach, FL 32114
(386) 257-6739
jbordenavenue@prodigy.net

EDUCATION

B.S. Home Economics, 1979
Douglass College of Rutgers University, New Brunswick, NJ

CAREER HISTORY

2001- present

Varying Exceptionalities Teacher
Riverview Learning Center, Daytona Beach, FL
- Individualized educational planning and implementation
- Behavior management and modification
- Middle/high school social skills development in self-contained classroom

1993-2000

Parenting/Family & Consumer Sciences Teacher
Teen Parent East, Port Orange, FL
- Hands-on parenting & infant care/safety instruction for at- risk population
- Classroom instruction in pre/postnatal health/communicable diseases, CPR, adoption, STD/HIV, abstinence, pregnancy prevention

1989-1993

Retail Manager
Jo-Ann Fabrics, Daytona Beach, FL
- Implementation of marketing and sales strategies, Hired, trained, evaluated staff & management team, analyzed profit and loss statements

1985-1989

Casino Supervisor
Carnival Cruise Lines, Miami, FL
- Supervised dealers' game performance on Blackjack, Roulette & Craps tables
- Verified coin counts from slot machines and cash deposits from tables

1982-1985

Food Service Supervisor
Bally's Park Place Casino and Hotel, Atlantic City, NJ
- Supervised set-up of food and beverage functions in hotel rooms and suites
- Managed activities/ordered supplies for waitpersons, hosts, and bus staff

1981-1982

Cafeteria Manager
Will's Eye Hospital, Philadelphia, PA
- Developed menus for employee cafeteria, supervised cafeteria service staff

1980-1981

Restaurant Manager
Hardees Food Systems, King of Prussia, PA
- Oversaw operation of food, comfort, and travel services at a turnpike rest area
- Hired, trained, and evaluated staff and management team

CERTIFICATIONS AND TRAINING

- Certified Instructor- CPR/AED, American Red Cross
- Certified Car Seat Safety Instructor- Nat'l Highway Traffic Safety, Administration HIV Awareness Instructor- American Red Cross
- Certified Seaman training
- Certified Craps dealer- Casino Schools, Inc.

ASSOCIATIONS AND ORGANIZATIONS

- American Dietetic Association
- Sunset Civitan

Mrs. Carrie Stebbins-Enck

1429 Sunland Road
Daytona Beach, FL 32114-5912

Home Phone (386) 238-6026
Email tecaemar@aol.com

◆ EDUCATION

Bachelors of Elementary Education, University of Central Florida, 1999
Associate of Arts, Daytona Beach Community College, 1997
High School Diploma, Teen Parent East, 1995

◆ EMPLOYMENT

2000-current — *Home Daycare Provider- Registered, Self-Employed*

1999-2000 — *Teacher- Substitute, Volusia County Schools*

◆ PROFESSIONAL MEMBERSHIPS

- Healthy Start Coalition Board of Directors
- Port Orange Elementary School Advisory Committee
- Sunset Civitan Service Club

◆ INTERESTS AND ACTIVITIES

- Children's Advocate
- Sports
- Gardening

◆ REFERENCES

Lynn Morris
105 Ponce de Leon Circle
Ponce Inlet, FL 32127
(386)756-7100

Mary Kay Pyles
34 Woodlake Drive
Port Orange, FL 32119
(386)767-6704

Diana Wittmann
103 Cambridge Drive
Port Orange, FL 32127
(386)763-2327

Anne Kitterman Ferguson

202 Hillsboro Street
New Smyrna Beach, FL 32169
386.409.3294 aferguson@cfl.rr.com

WORK HISTORY

2001-present	Middle School teacher, Teen Parent East, Port Orange, FL
2000-2001	High School Language Arts & Social Studies teacher, Teen Parent East
1994-2000	Child Care Director/Early Childhood Development teacher, Teen Parent East
1991-1994	Owner, editor, typesetter, designer, Brewer Printing Company, NSB, FL
1987-1994	Independent newspaper syndicate editor/typesetter, Columbia Features, Inc. NSB, FL
1984-1987	Private pre-school teacher, Meadowwood Early Learning Center, NSB, FL
1983-1984	YMCA Camp Director, supervisor of eight counselors, 100 students, Fort Worth, TX
1977-1980	Bilingual teacher, teacher-on-assignment, Lee County Public Schools, Fort Myers, FL
1972-1973	Administrative assistant, International Computer Resources, Inc. Stamford, CT

EDUCATION

1994-2001	Teacher's Certificate in Language Arts (6-12)	State of Florida
1997-2000	Masters in Public Administration (MPA)	University of Central Florida
1995-1996	Child Development Associate's Degree (CDA)	Daytona Beach Comm College
1997-1980	Teacher's Certificate in Language Arts (6-12)	State of Florida
1972	Katharine Gibbs School Secretarial License	New York, NY
1972	Bachelor of Arts Degree	Lake Erie College, OH
1971	Independent Study Program	University of Salamanca, Spain
1968	International High School Diploma	ACS, Buenos Aires, Argentina

PERSONAL

- Born in Argentina; lived in Mexico & Brazil from three to nine; returned to Argentina, graduated high school
- Fluent in Spanish, swimmer, stamp collector, gardener, reader, walker
- Traveled extensively throughout South America, Europe, South Africa
- PTA Board member 14 years; served as treasurer, secretary, president
- Coordinated purchase of Apple Computers/software for local school
- Wrote Nabisco Next Century grant for local school
- Attended Pan American Games, Havana, Cuba 1972 (sister participated as equestrian representing Argentina)
- Supervised creation, development, and construction of Outdoor Classroom and Environmental Center at local school and was recipient of County Environmental Education Center Award on Earth Day 1994
- Member of Healthy Start Teen Pregnancy Consortium
- Member of Teacher's Advisory Council Member
- Recipient of 1999 Target Teachers Scholarship

1717 Mason Ave. #1113
Daytona Beach, FL 32114
386-274-5412

Anne Spooner

Objective

As a former Teen Parent, I see the need for a new solution to the problem of teens that are becoming parents. As a voice of someone who has experienced the issues that are being discussed, I feel I am able to contribute.

Experience

January 2000 - Present
Factory Card and Party Outlet
1474 W. Granada Blvd.
Ormond Beach, FL 32174
(386) 615-3770
Manager of the card department for five months

Spring Semester 2000
Daytona Beach Community College
Student Activities Department
1200 W. International Speedway Blvd.
(386) 947 - 3131
Student work study, running errands, working with clubs inside the college

Education

2000- Present
Daytona Beach Community College
Daytona Beach, FL

1999-2000 Mainland High School
Daytona Beach, FL

1998-1999
Teen Parent East
Port Orange, FL

Attachment B

FLORIDA HOUSE OF REPRESENTATIVES

Suzanne M. Kosmas
Representative District 28
Democratic Caucus Chair

Committee Assignments: Elder & Long Term Care; Fiscal Responsibility Council; Council for Ready Infrastructure; Senate Redistricting; Utilities & Telecommunications
Internet: kosmas.suzanne@leg.state.fl.us

1055 N. Dixie Freeway, Suite 5
New Smyrna Beach, FL 32168
904-427-4466 Fax 904-424-2367

316 The Capitol, 402 S. Monroe St
Tallahassee, FL 32399-1300
850-488-6653

September 24, 2001

The Honorable Judy Conte
Chair, Volusia County School Board
P. O. Box 2118
DeLand, FL 32721-2118

Dear Chairperson Conte:

I am very pleased to learn that the faculty and parents have voted to support the effort to convert Teen Parent East to a charter status. The years of experience this school staff has had with this particularly vulnerable population provides an opportunity for innovation that charter schools are designed to fulfill. The successful teen parenting program has the potential to positively affect and break the cycle of continuing teen pregnancies.

The education of teen parents in childcare skills offers the children an enhanced opportunity to avoid developmental delays and to reach their maximum potential. While most of us know this instinctively, brain research bears out the importance of specific and focused stimulation. This program offers a dual opportunity for both the mothers and children in this at-risk population.

I am an advocate for a positive response for the application to convert Teen Parent East to a charter school.

Sincerely,

Suzanne M. Kosmas

Suzanne M. Kosmas
State Representative

SMK:cpg:ekr

HEALTHY START

The Healthy Start Coalition of Flagler and Volusia Counties, Inc.

September 12, 2001

Judy Conte, Chairperson
Volusia County Schools
40 Nicholas Court
Ormond Beach, FL 32176

Dear Chairperson Conte:

Please accept this letter of support for the efforts underway to convert Teen Parent East to a charter school. We have worked with the staff from Teen Parent East for many years and have been truly appreciate of their professional and dedication to the young women they serve.

As you may know, effective this school year, the Healthy Start Coalition partially funds the nurses located at the Teen Parent East and Teen Parent West. Once Teen Parent East becomes a charter school, we will continue to fund the nursing position and support the program in any way we can.

Thank you for your support of this effort. If you have any questions or would like to discuss this issue further, please do not hesitate to contact me at 736-1629.

Very truly yours,

Mary Jo Murphy
Executive Director

232 N. Amelia Avenue • DeLand, Florida 32724
Phone (386) 736-1629 • Fax (386) 736-8447

JAMES MOORE & CO.
CERTIFIED PUBLIC ACCOUNTANTS

October 1, 2001

Chairperson Conte:

Please accept this letter of support for Teen Parent East becoming a charter school in Volusia County.

Having had some personal experiences dealing with teen mothers and their babies, it is clear these young mothers need special attention and care. The efforts made now to see these girls graduate from high school not only with the necessary academic skillset, but also with the foundation to be a good parent, is a powerful combination which will reap significant rewards for the mothers and babies.

Thank you for your consideration.

Very truly yours,

B. Britz-Parker

Bernadette Britz-Parker, CPA

BBP/csl

Members of the Private Companies Practice Section and the SEC Practice Section of the Division for CPA Firms of the American Institute of Certified Public Accountants

620 N.W. 16th Avenue
P.O.Box 1616
Gainesville, FL 32602-1616
Telephone: 352/378-1331
Fax: 352/372-3741

3303 Thomasville Road
Suite 301
Tallahassee, FL 32312-2912
Telephone: 850/386-6184
Fax: 850/422-2074

121 Executive Circle
Daytona Beach, FL 32114-1
Telephone: 904/257-4100
Fax: 904/255-3261
dab@jmco.com

Domestic Abuse Council Inc.

M.F. Warren
Chief Executive Officer

PROGRAMS

Emergency Shelter
◆
Transitional Housing
◆
Family Violence Intervention Program
◆
"Hugs & Love" Children's Program
◆
Court Advocacy
◆
Community Education and Professional Training
◆
Domestic Violence Awareness Programs
(for all family members)
◆

Administration
211 N. Ridgewood Ave.
Suite 301
Daytona Beach, Florida
32114
◆
904/257-2297
◆
Fax
904/248-1985

September 17, 2001

Ms. Susan Kallan
Cherry Tree Charter Consultants
6543 Forestwood Drive W.
Lakeland, Fl 33811

Dear Ms. Kallan,

I am pleased to write this letter of support for a charter for the Teen Parent East School in Volusia County.

I was involved in bringing a program to the Teen Parent East School to help these young women know how to recognize an unhealthy relationship, how to get out of an unhealthy relationship and how not to react to your children in the same abusive way their parents did to them. I had the opportunity to work closely with Ann Furguson, Janet Bordenave and Tammy Jones when they were on the Ridgewood Ave campus and the Atlantic High School campus. They would refer young women to me so we could meet on a one to one basis or in a group setting once a week.

The Teen Parent East School is an asset to the community by giving these young parents direction, support, and the education they need. Once a young person becomes a parent, her whole life is changed and she is no longer the carefree teenager she was. It is imperative these students have an environment in which they can experience a nonjudgmental attitude from their peers and faculty, be allowed to grow at their own pace, according to their needs and be able to learn parenting skills for raising their child as well as enhancing their own self-esteem and education.

Ms. Furguson, Ms. Bordenave and Ms. Jones' dedication to the young woman was unquestionable. They worked as a team to solve problems and reward successes to their students.

Sincerely,

Barbara Wright, Director Outreach Services

The Daytona Beach News-Journal

COMMUNITY VOICES

Support for pregnant teens

By JENNIFER LAWSON

Seventy percent of teen-age mothers drop out of high school. Eighty percent enter the welfare system. A teen-age parent earns $5,600 a year on average during the first 13 years of parenthood. Those are grim statistics to look at, especially from my point of view — the view of a teen-age mom.

Since the birth of my daughter in 1994, I have made it my purpose to beat those odds. So far, I have. It hasn't been easy and I haven't done it alone.

At the beginning of ninth grade, I was six months pregnant. I had just moved to Florida and I wasn't planning on going to high school. How could I enter a new school with no friends when I had a baby on the way? How could I bear that shame? I had enough guilt to last the rest of my life, not to mention the inner torment that was inflicted on me when I would go to Kmart to buy baby clothes and diapers with my watermelon belly. The condemning stares from older women. The recurring question: How old are you? A scarlet letter was visibly inside my stomach and soon to be on my hip.

Fortunately, I found Teen Parent East. I immediately enrolled and spent my entire high school career there. During that time, I took parenting classes provided by the school in accompaniment with the basic high school classes. Our school nurse was always there to answer my questions related to the growth and development of my baby. The teachers and other students encouraged my breastfeeding.

I was a member of the graduating class of Teen Parent East in 1998. Many of the other girls who proudly walked across the stage that day were, like me, girls who had been at the program for more than one school year.

After graduation, I enrolled at Daytona Beach Community College because, not only did I want to do something with my life, I now believed that I could. The teachers at Teen Parent had told us what we were up against — the painful but true statistics.



They also pointed out esteemed people like Maya Angelou who triumphed when faced with the same situation. After four years of support and encouragement, I had the guts to attend college.

Frequent visits to Teen Parent after my graduation revealed a tragedy. New people oversaw the facility and seemed to think they knew a better way of doing things. Fewer teen-agers were allowed to enter the school and, of those who were admitted, they could not stay even half as long as I had. The teachers were depressed to see their school, which they had spent years perfecting, now only a skeleton of what it had been when I attended.

Right now, I write while taking a break from homework. I spend many hours in front of a computer typing papers for my new teachers at Stetson University where I am a psychology major. I plan to graduate next spring and attend graduate school shortly after.

My story is not the typical teen parent story though. This is partly because I found emotional support, which is a true need for everyone. The teachers at Teen Parent East and the empathetic students formed a family for me which I know I could never have gotten if I had gone to my zoned high school. They believed in me before I even knew what belief was. I thank them for that.

Sadly, it seems that people don't know what to do with teen parents. They may feel that if they condone a program such as Teen Parent East, then they will be condoning the whole idea of teen parenting. Perhaps this dilemma is why some people revert to the notion that they (teen parents) made their bed, now let them lie in it.

I assure you that this construct will not help anyone. It does nothing more than allow the statistics to remain the same. If we want to do something about the teen parent epidemic, we need to make a change.

Becoming a parent is a life-changing event. Many teen moms do not feel comfortable in a regular high school while pregnant or after the birth of their child. They suddenly, and for good reason, have a shift of priorities. They have special needs which must be met if we want to break the chain.

I am not saying that becoming a parent while still a child yourself is a good idea. But we need to work at both ends — prevention and treatment — when dealing with teen pregnancy. I gladly welcome the billboards, posters and commercials that tell teens the risks of teen parenting. However, in the event that a teen does become pregnant, a safe haven such as Teen Parent East should be in existence so the cycle isn't perpetuated.

Teen Parent East should definitely be allowed to become a charter school. The teachers who have worked intimately with teen moms and their babies know what they are talking about. Take it from someone who has walked that path.

Lawson lives in Port Orange.

Virginia A. Kersenbrock, LCSW, LMFT
385 Wild Orange Drive
New Smyrna Beach, FL 32168

(386) 427-6188

September 3, 2001

Dear Sir or Madam:

Re: Teen Parent Charter School

I have been delighted to learn of the possibility of the Teen Parent Program becoming a charter school, and I vehemently urge you to support this plan.

The myriad needs of teenage mothers require flexibility of any program seeking to meet those needs. Academic achievement is very important. However, new mothers, with nearly overwhelming life changes occurring, often aren't able to concentrate their energy on academic growth, unless trusted avenues of support are available. Some girls need this support much longer than others do. A problem with the present Teen Parent Program is the requirement to send new mothers back to their home schools too soon. Many of these girls subsequently drop out of school. Both mother and baby suffer the consequences!

A Teen Parent Charter School could eliminate the need to send girls out before they were ready. Moreover, the talented and experienced people who are seeking this charter have a wealth of knowledge to impart. They consistently demonstrate care and compassion. Allowing them the time to work with emotional issues, infant development and stimulation, baby care, life plans, and, finally, the teenagers' academic growth and performance, can only benefit our community. When we impact the mother, we impact the child.

Please support this charter school proposal. I'm sure we will see a model program!

Sincerely,

Virginia A. Kersenbrock

Virginia A. Kersenbrock
Licensed Marriage and Family Therapist
Licensed Clinical Social Worker

Atlantic High School
1250 Reed Canal Road
Port Orange, FL 32129

September 12, 2001

To the School Board of Volusia County:

We are aware that the application to convert Teen Parent East to a charter status will be presented to the School Board on October 1, 2001. The teachers who are spearheading this effort have informed us that included in the application is a position to include slots in their child care center for children of Atlantic High School teachers.

The following teachers at Atlantic High, parents and non-parents alike, wholeheartedly support this effort and urge each member of the School Board to accept this application.

We are heartened by the fact that this service will be provided to the teachers at our school, and that our children will have access to quality child care.

Please support this conversion charter effort for Teen Parent East.

Respectfully submitted,

Erlene V. Jackson
Michele S. Bishop
J. Garrett
Kristen Jatrun - Keep families closer together"
Allison Stamps
Linda Eastlake
Kerri Hinds
Shannon Peters
James R. Clements
Rosemary LaGrotta



August 28, 2001

Dear Sir or Madam:

I was introduced to the faculty and staff at Teen Parent East in 1999 when I became the Education Committee Coordinator for Healthy Start's Teen Pregnancy Consortium for Volusia and Flagler Counties.

I had the opportunity to coordinate an outreach program with the Director of the Day Care, Anne Ferguson. This project began with the creation of a team of students who were eager to share the consequences and responsibilities of teen pregnancy with their peers.

Once the students developed the skills necessary to venture out to the schools in the area, they offered emotional presentations to many groups of students in the county. The teen parent presenters told their peers that they wished they had delayed parenting, and were hoping that by sharing their experiences they might help prevent teens from becoming pregnant.

My experience with these young ladies was a positive and nurturing one. Over the years, the faculty and staff at Teen Parent East have done a wonderful job. They are a group of teachers who have created a place where students are taught the importance of tackling life's issues in a thought-provoking academic setting.

The amount of care this staff shows these students, and the desire they have to make a difference in their lives is inspirational. They have literally helped students understand that the life choices they make now can impact the quality of life's consequences.

Elaine Dunlap
Stewart/Marchman Center

4445 South Atlantic Avenue, #603
Ponce Inlet
Florida 32127

August 7, 2001

School Board of Volusia County
P.O. Box 2118
200 North Clara Avenue
DeLand, Florida 32721-2118

Dear Members of the School Board:

I am so happy that Janet Bordenave, Anne Ferguson, and Tammy Jones are moving forward with plans for the Teen Parent East Charter Conversion School. As the former guidance counselor at Teen Parent East for ten years, now retired, I know that many teen parents cannot be expected to succeed in school and life unless they receive some extraordinary assistance along the way. With services being cut in many special programs in Florida, the conversion of the present Volusia County Schools Teen Parent East program to a charter school by competent, compassionate educators, all experienced in working with teen parents, should insure that the academic and emotional needs of this special population will continue to be met.

I worked closely with Ms. Bordenave, Mrs. Ferguson, and Mrs. Jones. Clearly they are dedicating their professional careers to the welfare of teenage parents and their children. As a qualified parenting teacher, Janet Bordenave carefully nurtured young mothers through their pregnancies, preparing them for childbirth and beyond. The parenting curriculum included information on everything from proper diet for mother and child to how to avoid child abuse, plant a garden, and choose a daycare. Speakers from many community services richly enhanced the learning environment. Anne Ferguson served as the qualified director of the on-site daycare; and along with a small group of carefully chosen teacher assistants, taught the students to care for their children in a nurturing, hands-on environment. Tammy Jones, the certified mathematics and science teacher, is skilled at teaching a variety of courses in the classroom at the same time while covering the Sunshine State Standards for all—and making the course work both challenging and interesting!

When a young person still of school age becomes a parent, life necessarily changes with focus on the impending new arrival and his/her needs. No longer is the responsible teen parent able to do anything, including going to school, without making plans for the care of his/her child. For some, this new life is overwhelming. Flexible teen parent programs impact two lives and can assist committed young people in becoming successful, responsible parents and citizens.

Sincerely,

Kathryn Hawk

Kathryn Hawk

This unsolicited e-mail was written to the teachers of Teen Parent East in June of 2001:

For any of you that I do not know, my name is Anne Spooner. I went to Teen Parent East in the '98-'99 school year. I since went on to graduate in 2000 from Mainland High school at 16 years old, with a full high school diploma. I am now at Daytona Beach Community College, in my third semester. I am the executive Vice President for Student Government for the 2001-2002 school year. I am involved in FJCCSGA and many other clubs at DBCC. And I am also a teenage mother.

One thing that is so unfortunate is that all of you never get the credit you deserve. I can only hope that all of you know what you are doing...it is saving lives. To those of us who have had the "Teen Parent" experience, you have been our saviors. You gave us a home when no one else did. Everyone at Teen Parent gave us a place to go, a safe haven from the judgmental eyes of the world around us. You gave us a place to cry, a place to problem solve. I will never hesitate to tell anyone that I owe my life to the staff at TPE. As over dramatic as that may sound, it is the God honest truth. I contribute where I am today to the loving support I got from TPE. It's hard to understand, unless you are there, the positive impact that the unconditional support you receive can make on your life. All in all I just want to say thank you. Thank you to everyone who is fighting for girls like me. It is people like you who have given me my future and the ability to be everything I am today. I made a decision once that wasn't the best I could have made. I had sex too young.

With the support of Teen Parent I am going on 3 years with no other children. I am not on the system. I work and go to school on my own finances. It is never easy but Teen Parent gave me the skills I needed to take care of my son who is 2 1/2 now and smart, beautiful and absolutely thriving.

Thank you to all of you. If words were ever enough to tell you how much what you are doing means then this would be easier. But nothing I could ever say or do can tell every one of you how much your hard work means to me, and I am sure all the other girls who were faced, and will be faced with the experiences I had.

I know God has sent you all as angels to girls like me. Girls who made a wrong choice but were willing to accept that and rebuild their lives. Although the battles we are all fighting are never easy, please never give up. All of you have given me something I can never replace...my future.

I thank every one of you again. If it wasn't for you...I don't know where I would be.

Post-it® Fax Note 7671			
To JOHN RAND		From RICK FRASER	
Co./Dept.		Co.	
Phone #		Phone #	
Fax # 258-3769		Fax #	

May 13, 1998

The School Board of Volusia County
Ms. Judy Conte/Chairwoman, Mr. Earl McCrary/Vice Chairman,
Dr. Jeff Timko, Mrs. Deborah Denys, Mrs. Susan Whitaker

c/o Mr. William Hall
Superintendent of Schools
P.O. Box 2410
Daytona Beach, Fl. 32115-2410

Dear School Board Members,

As participants in Class XVIII- Leadership Daytona, sponsored by the Chamber of Commerce, we the undersigned recently had the opportunity to tour the "Teen Parent Program" located at Atlantic High School. During the visit we experienced hands on involvement with the babies in the nursery, one on one conversations and a panel discussion with the teen mothers.

It became apparent to us that this program is providing a exceptional environment for the teens to continue their education, and at the same time providing for the needs of the babies. The teen parents we talked to were honest, and forthright with their stories, have accepted responsibility for their actions, and are attempting to get back on track as responsible citizens.

In this day of fiscal responsibility and tight money, we know there are many difficult decisions that must be made when funding for programs such as this are discussed. We realize that this program may be somewhat controversial, and although we do not condone the behavior that created the need, we feel strongly that effective programs such as Teen Parent should not only be maintained, but indeed expanded. We simply must find the money!!!

The School Board must be commended for the vision already displayed, and for putting together such a dedicated staff of teachers and administrators at Teen Parent East. We have asked Mr. Hall to convey this communication to you on our behalf.

Sincerely,
Leadership Daytona Class XVIII

Rick Fraser
Kandy Pearley
Amy Gottlieb
Connie McMullen
Deborah B. Sallent
Steven W Ayers
William L. Lewis
Matthew Whitaker
Victoria Sorig
Hugh V Driscoll
James H. Tobin
Karen Mojica
Jonathan D. Karey III
Paul A. Skinner
Nicole Sgro
Cynthia Ramirez
Sharon Deaton

Child Watch Program

As part of the Healthy Start mandate to educate the public about the conditions of pregnant women and young children, the Healthy Start Coalition has taken a lead role in establishing a Child Watch Program in Volusia County. The coalition began organizing local efforts in March of 1995, and conducted its first program in Volusia County in May 1996.

The coalition views Child Watch Program was developed by the Children's Defense Fund, a national child advocacy organization, and is designed to expose community leaders and other citizens to the reality of children's lives. The program shows participants that there are positive, concrete things they can do to help solve the problems that they see. Child Watch seeks to personalize the challenges faced by children and their families by taking participants on strategically planned site visits which illustrate both the range of serious problems which children and families in our community encounter and the various programs working on their behalf.

Site visits are supplemented by experiential learning activities, briefings from program and policy experts, and written background materials. At the conclusion of the site visit, participants are encouraged to explore ways to help children and families.

We see Child Watch as an opportunity to stop "preaching to the choir" and instead begin to spread the message to our community's business and political leaders, retired citizens, civic and religious organizations and various other community members as well. By educating the community, the coalition hopes to build a divers base of support for our children and their families.

Child Watch Statistics

Five Child Watch Programs have been completed in Volusia County since May of 1996.

More than 90 citizens in our community have graduated from these Child Watch Programs.

Child Watch participants and outcomes

The following groups have participated in the Child Watch Program during the past 2&1/2 years:

- Elected officials
- Leaders in the religious community
- Congregation members from area houses of worship
- Leadership Daytona Steering Committee
- Leadership Daytona Class XVIII

Outcomes from participants include:

- Leadership Daytona made Child Watch a part of their annual program.
- Many have volunteered to donate much baby items.
- Teen Parent East students have been requested to speak to area groups.

Teen Enhancement Resources

The Teen Enhancement Guide is complete and ready for distribution. The guide lists agencies and services in Flagler and Volusia Counties that are available for teens. If you are interested in receiving brochures to distribute, please call the coalition office at (904) 943-4977.



Our last group of Child Watch graduates, the Leadership Daytona Class XVIII, were so impressed with their visit to the Teen Parent East Program at Atlantic High School, that they wrote a letter to the School Board commending the program. In the letter, Class XVIII stated that "the program is providing an exceptional environment for the teens to continue their education." The group commended the School Board for establishing the program as well as for hiring such a dedicated program staff, and urged them that "strongly effective programs such as Teen Parent should not only be maintained, but expanded." Way to go, Class XVIII! We greatly appreciate your support!

© Karen's Kids 1990

Why aiding teen moms makes sense

EDITORIAL PAGE

Letters ... gle subject. They must be signed with ... donym or initials may be requested. News-Journal editors reserve the ... reject, edit or shorten any letter. Letters should be marked "Written exclusively for The News-Journal" and should not be sent to other people or publications. The News-Journal will forward letters to columnists.

Letters should be addressed to:
Letters to the Editor
The News-Journal
P.O. Box 2831
Daytona Beach, Fla. 32120-2831

Fax:
(904) 258-8465

Electronic mail:
letters@news-jrnl.com
or
News-Journal Center addressed to Letters
(See Page 2A for numbers.)

Teenage pregnancy is a problem with no simple solution. Teen Parent East, a high school that is part of the Volusia County School System, provides state-mandated parenting classes and a learning environment supportive of teen mothers.

I am a member of the board of directors for Healthy Start. I shared many of the feelings expressed in the April 11 letter "Young moms not heroes lobbying for day care." My perception and opinion changed when I visited Teen Parent East where the young women who traveled to Tallahassee attend classes.

There are no proms, no cheerleading, no athletic teams, no advanced courses, no languages, no art and no music for these moms. What those at Teen Parent East want — and what we should be willing to give — are the tools to be independent and contributing members of the community. They have given up their own childhood for their babies. They should not be asked to give up their futures, too.

It is far more costly for us to let these children having children fall through the cracks than it is to give them the opportunity to succeed. Without a program like Teen Parent East, 80 percent of teen moms will drop out of high school. They are also among the highest risk group for low birth-weight babies. With proper prenatal care and a supportive environment, the high cost of high school dropouts and low birth-weight babies can be dramatically reduced.

Current research shows that most brain development and growth occurs during the first three years of life. Giving these children access to quality, on-site child care reduces by one-third the chance that they will be placed in costly special education programs. Children receiving early intervention are more likely to become successful contributing adults.

Carrie Stebbins is a wonderful example of the kind of person who has benefited from a teen parent program. She has been vocal in counseling her peers in the realities and pitfalls of becoming a teen mom. After graduating from high school, she is completing her second year at Daytona Beach Community College and going on with plans to become a teacher.

These young ladies are showing their value not by their lobbying efforts, but by their willingness to admit their mistake, their determination not to repeat their folly and, most important, to provide a better life for their children. They deserve to be commended for venturing to Tallahassee and standing up for themselves and their children.

The economic and social cost of ignoring a growing problem is far greater than the cost to equip these young ladies with the tools to be successful and contributing members of the community.

JOHN K. RAND
Ormond Beach

■ ■ ■

My daughter, Renee, in tears brought me a letter to the editor written by a very confused and angry woman. Evidently the writer is uninformed. And who knows, maybe, one day her daughter will walk in my daughter's shoes. Please don't say it won't happen — I said the same thing.

The three girls who went to Tallahassee to lobby for day care are now high achievers, thanks to the Teen Parent program. How does the writer think they are rewarded for this? These girls all wish they could go back in time and change things. It isn't being rewarded for wanting a safe place for their babies to be so they can go to school.

They contribute to society by lobbying, they work and pay taxes and they are not on welfare. They go to other high schools and advise others not to follow in their footsteps; they tell how their lives have changed; they urge other teens to get their eduction first, and then have families. They made such an impact that they have been asked back to the schools to tell their story again. Reward? There are no rewards, just young girls learning from a mistake and wanting an education.

I'm saddened that some people have closed minds. That one trip to Tallahassee was much cheaper than a lifetime on welfare because of having no education.

MARGAUX BERRIAN
Port Orange

■ ■ ■

In response to the letter about teen parents, we, the faculty and staff of Teen Parent East at Atlantic High School would address some issues that were raised. We feel fortunate to work in a school district committed to the concept that all children are entitled to an education. As educators we understand that people with the right direction and proper incentives can learn from past mistakes.

Research has proved that education will provide an opportunity for these teen mothers to become contributing members of society. In a recent edition of "Education Week" it was reported that for every year a teen mother stays in school her likelihood of being on welfare is deceased by 22 percent. Many students enrolled in the program also have part-time jobs and so they too are taxpayers. They should be concerned about day care issues because without adequate day care they will not be able to continue their education and move into positions that will enable them to adequately support their children.

Those who attended Children's Week could do so because of a grant the program received from Family Preservation and Support to enhance leadership skills, not only in the classroom but also in the community. These young women went to Tallahassee to inform and educate any who would listen about issues concerning all children, not just teen moms; realizing that if we do not invest in children now, we will pay a much higher price later. They should be applauded for their efforts, not condemned.

KATHY ORLOFF and 14 OTHERS
Ormond Beach

■ ■ ■

I am responding to a recent letter about young moms and day care. I am the mother of a 4-year-old, one month away from receiving my AA degree (with high honors) and enrolled at the University of Central Florida to get my degree in elementary education in 1999. I am on the board of directors for the Healthy Start Coalition and have been volunteering in public schools since my graduation in June 1995 from Teen Parent East. I am an advocate for children of all ages.

The three students in the article were offered a chance to have their cause known. In a way they *are* heroes because it took guts for them make requests to legislators with so much against them. They have made mistakes, we all have; but they deserve another chance to straighten their lives out. As a future teacher, I realize the need for education. These girls are trying to better themselves. Their children are also our future. As a volunteer in elementary and high schools, I see the need for more educational funding for all schools. The letter writer shouldn't be angry with these girls; she needs to take a look at our federal and state governments and ask them why we don't have enough funding for education.

Teen Parent East is an "education-oriented public school program," not a job. These girls are simply receiving day care for their babies while they are getting their education. Besides attending school most of the girls work to make a living (and pay for their day care while at work). They want to make a better life for themselves and their babies and not be a burden on taxpayers. That's why they're in school. I was where they are two years ago. Two years from now I'll be working full time and paying taxes, contributing to society. Isn't that what the American democratic system is all about, helping those less fortunate to have an equal chance of becoming successful? If we don't do this, the poor will keep getting poorer, putting even more stress on taxpayers. In the long run programs like this make good economic sense.

My goal in responding to the letter is not to offend but to educate. Stereotyping pregnant teens as promiscuous when the writer hasn't met us or heard our stories is not a fair judgment. Energies could be directed in a more beneficial way for all by speaking up for more educational funding. We really all have the same goal; to get more money to fund educational programs. We did not get pregnant to take taxpayers' money. We made a mistake and through programs like this we are correcting it.

Anyone wanting to see the program and what a positive influence it has had on many girls and their babies' lives is welcome to contact the school and make arrangements. The number is 322-5675.

CARRIE STEBBINS
Port Orange

Pregnant Students, Teen Parents Get Hands-On Experience In Baby Care

By Dr. Dorcas Eva McCoy
Special To The *Daytona Times*

Thanks to a voluntary, alternative education program sponsored by the Volusia County School System, pregnant students and teen parents can receive hands-on experience in caring for their babies, while at the same time pursuing regular high school academic curriculums.

According to Mrs. Donna Tucker, assistant principal of Atlantic High School, where one of the two Volusia County programs is housed, when it comes to education, teenage pregnancies should not be viewed as a dead-end route to deferred dreams.

"It's very rewarding to observe girls who have made wrong turns in life attempt to correct those mistakes by continuing their education," said Tucker. "Regardless of where our youth think they have fallen in life, we must encourage them to pick up and move on."

Tucker added that in addition to providing an avenue for students to proceed in their academic pursuits, the program has been very successful in meeting a dual objective of educating the young mothers on how to nurse their babies and preventing repeat pregnancies. One visit with the students and the program's day care and the success of the program of which Tucker so confidently speaks is evident.

The atmosphere of the classroom is filled with an aura of warmth and welcome. The young ladies, both mothers and mothers-to-be, sit around tables, diligently working on individual projects. The instructor, Mrs. Tammy Jone, gracefully interacts with the students. The glow of adolescence emanates from their cheeks. As average teenagers, the smile and even giggle as they tell their stories of trial and triumph.

A slender, seemingly shy 16-year-old Raqeul Mays lauds the parenting program for its many benefits as she articulately recounts her experiences.



Mrs. Donna Tucker says teen preganancies are not "dead end."



Participants in the program smile as triumphs follow trials of life.

Volusia County Schools

P.O. Box 2118 • 200 North Clara Avenue • DeLand, Florida 32721-2118

DeLand (904) 734-7190 | Daytona Beach (904) 255-6475 | New Smyrna Beach (904) 427-5223 | Osteen (407) 860-3322

School Board of Volusia County

Ms. Judy Conte, Chairperson
Mr. Earl C. McCrary, Vice Chairperson
Dr. Jeff Timko
Mrs. Deborah A. Denys
Mrs. Susan A. Whittaker

Dr. Joan P. Kowal
Superintendent of Schools

February 9, 1996

Faculty and Staff
Teen Parent East
731 South Ridgewood Avenue
Daytona Beach, Florida 32114

I truly appreciate all that you did to make the Governor's recent visit such a resounding success. It was very rewarding to be the "proud parent" and you made me extremely proud of you and your students.

Wherever the Governor went for the rest of the day he talked about what you are doing on behalf of the students. The positive feelings that the students had of themselves and the program was very evident.

Thank you for providing the opportunity for these students to enhance the quality of their lives and for your congruence to our commitment that ***our students will graduate with the knowledge, skills, and values necessary to be successful contributors to our democratic society.***

I appreciate the excellence of your service to our students in Volusia County and their families.

Sincerely,

Frederick W. Miller, Chief Officer
Student and School Support Services

FWM/mjb

cc: Dr. Christopher J. Colwell
Mr. Timothy J. Huth
Ms. Donna F. Tucker

Attachment C

Campus Closure/Lockdown
For Teen Parent East @ AHS

Principal, designee/member of security team will broadcast "we are in a lockdown mode," or code used at this school

Moms should report to appropriate nursery immediately

x5675

Nurseries should call office and give names of moms in each nursery

Clear halls of students, if instructed to do so

Take Roll to determine any students missing

Report to office any students that are in your class that are not on your class list

Report any missing students to the office

Move to a safe area as outlined in the evacuation plan posted in the office

Keep calm

Stay away from windows

Remain with students

Wait for further instructions and refer to the safety and security handbook

Search Institute
Practical research benefiting children and youth

40 Developmental Assets

Search Institute has identified the following building blocks of healthy development that help young people grow up healthy, caring, and responsible.

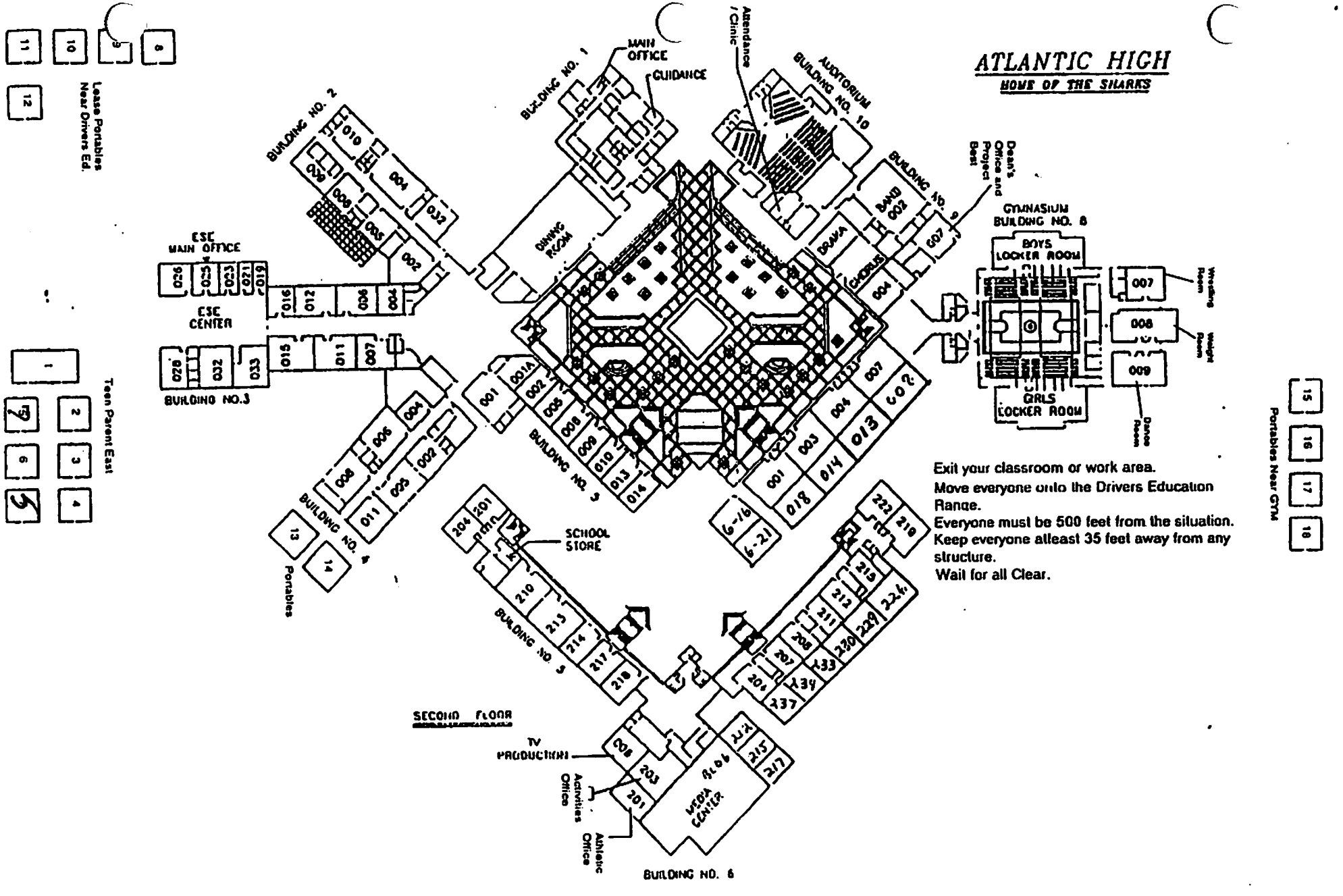
HEALTHY COMMUNITIES
HEALTHY YOUTH

	Category	Asset Name and Definition
External Assets	Support	1. Family Support-Family life provides high levels of love and support. 2. Positive Family Communication-Young person and her or his parent(s) communicate positively, and young person is willing to seek advice and counsel from parents. 3. Other Adult Relationships-Young person receives support from three or more nonparent adults. 4. Caring Neighborhood-Young person experiences caring neighbors. 5. Caring School Climate-School provides a caring, encouraging environment. 6. Parent Involvement in Schooling-Parent(s) are actively involved in helping young person succeed in school.
	Empowerment	7. Community Values Youth-Young person perceives that adults in the community value youth. 8. Youth as Resources-Young people are given useful roles in the community. 9. Service to Others-Young person serves in the community one hour or more per week. 10. Safety-Young person feels safe at home, school, and in the neighborhood.
	Boundaries & Expectations	11. Family Boundaries-Family has clear rules and consequences and monitors the young person's whereabouts. 12. School Boundaries-School provides clear rules and consequences. 13. Neighborhood Boundaries-Neighbors take responsibility for monitoring young people's behavior. 14. Adult Role Models-Parent(s) and other adults model positive, responsible behavior. 15. Positive Peer Influence-Young person's best friends model responsible behavior. 16. High Expectations-Both parent(s) and teachers encourage the young person to do well.
	Constructive Use of Time	17. Creative Activities-Young person spends three or more hours per week in lessons or practice in music, theater, or other arts. 18. Youth Programs-Young person spends three or more hours per week in sports, clubs, or organizations at school and/or in the community. 19. Religious Community-Young person spends one or more hours per week in activities in a religious institution. 20. Time at Home-Young person is out with friends "with nothing special to do" two or fewer nights per week.
Internal Assets	Commitment to Learning	21. Achievement Motivation-Young person is motivated to do well in school. 22. School Engagement-Young person is actively engaged in learning. 23. Homework-Young person reports doing at least one hour of homework every school day. 24. Bonding to School-Young person cares about her or his school. 25. Reading for Pleasure-Young person reads for pleasure three or more hours per week.
	Positive Values	26. Caring-Young person places high value on helping other people. 27. Equality and Social Justice-Young person places high value on promoting equality and reducing hunger and poverty. 28. Integrity-Young person acts on convictions and stands up for her or his beliefs. 29. Honesty-Young person "tells the truth even when it is not easy." 30. Responsibility-Young person accepts and takes personal responsibility. 31. Restraint-Young person believes it is important not to be sexually active or to use alcohol or other drugs.
	Social Competencies	32. Planning and Decision Making-Young person knows how to plan ahead and make choices. 33. Interpersonal Competence-Young person has empathy, sensitivity, and friendship skills. 34. Cultural Competence-Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds. 35. Resistance Skills-Young person can resist negative peer pressure and dangerous situations. 36. Peaceful Conflict Resolution-Young person seeks to resolve conflict nonviolently.
	Positive Identity	37. Personal Power-Young person feels he or she has control over "things that happen to me." 38. Self-Esteem-Young person reports having a high self-esteem. 39. Sense of Purpose-Young person reports that "my life has a purpose." 40. Positive View of Personal Future-Young person is optimistic about her or his personal future

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ATLANTIC HIGH

HOME OF THE SHARKS



Teen Parent East

1250 Reed Canal Road
Port Orange, Florida 32119
904-322-5680

Tornado or Severe Thunderstorm Safety Plan

When a tornado or severe thunderstorm WARNING is issued or severe weather is sighted,

1. **Teachers** should:
    a. gather roll books
    b. quickly review procedures with pregnant students and moms (see #5 & #6)
    c. gather absentee cards if they have not been turned in to secretary
2. **Secretary** should:
    a. gather absentee cards
    b. gather updated enrollment list
    c. gather sign in and sign out sheets
    d. report to hallway of Building 3
3. **Teachers' assistants** should:
    a. place babies in cribs closest to southeast door in large nursery and west door of small nursery
    b. hand babies to students one by one, first come first served (MOMS CANNOT ENTER NURSERY LOOKING FOR THEIR OWN BABY)
    c. gather one set of charts for attendance
    d. follow moms to hallway of Lifeskills Building 3
4. **Nurse, Guidance Counselor, and Resource Teacher** should:
    a. offer assistance wherever it is needed and walk to hallway of Lifeskills Building 3
5. **Pregnant students** should:
    a. immediately move quickly and QUIETLY to hallway of Lifeskills Building 3
    b. take a book with them if they can
    c. sit down facing wall, place book or hands over head
    d. stay in this position until instructed otherwise
6. **Moms** should:
    a. immediately move quickly and QUIETLY to southeast door of large nursery and west door of small nursery
    b. take baby that is handed to them by day care workers (THERE WILL BE NO TIME TO FIND YOUR OWN BABY)
    c. take baby to hallway of Lifeksills Building 3, sit down facing wall, place baby in lap and lean towards wall
    d. stay in this position until instructed otherwise

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Attachment D

BYLAWS of

THE CHILES ACADEMY, INC.

A Florida Non-Profit Corporation

ARTICLE I - GENERAL

The provisions of this document constitute the bylaws of THE CHILES ACADEMY, INC. hereinafter referred to as the Corporation, which bylaws shall be utilized to govern the management and operation of the Corporation.

ARTICLE II - OFFICES AND AGENCY

Section 1. Registered Office. The registered office of the Corporation in the State of Florida shall be located at 1250 Reed Canal Road, Port Orange, FL 32129 in Volusia County, FL at such place as may be fixed from time to time by the board of directors of the Corporation.
Section 2. Other Offices. The Corporation may have such other offices, either within or without the State of Florida, as the board of directors may designate or as the business of the Corporation may from time to time require.

ARTICLE III - PURPOSE OF THE CORPORATION

The general purpose for which this not for profit corporation is organized is to establish and operate a not for profit conversion charter school. For these purposes this corporation may engage in any activity and exercise any power or authority that may be engaged in by a non-profit corporation-organized under Chapter 617, Florida Statutes, as amended.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. General Management. The board of directors of the corporation shall be the governing body of the corporation. The board of directors shall manage, control, and direct the affairs and property of the corporation. The board of directors shall have and may exercise all the powers specified in the corporation's Articles of Incorporation and the Florida Non-Profit Corporation Act necessary to carry out the purposes of the corporation.
Section 2. Number of Directors. The number of directors constituting the entire board of directors shall be as fixed from time to time by resolution of the board of directors, but shall never be less three (3).
Section 3. Election of Directors. The initial board of directors shall serve terms as follows:
The third director elected at the organization meeting (Director 3) shall initially serve for one (1) year and the vacancy created at the end of said one (1) year term shall be filled at the first annual meeting of directors. The newly elected Director 3 shall commence to serve a three (3) year term following the first annual meeting. The second director elected at the organization meeting (Director 2) shall initially serve a two (2) year term and the vacancy created at the end of said two (2) year term shall be filled at the second annual meeting of directors. The newly elected Director 2 shall commence to serve a three (3) year term following the second annual meeting of directors. Thereafter, each director shall serve on the board for three (3) year terms. Directors shall be elected by majority vote of the remaining members of the board of directors and elections will be held at each annual meeting to elect directors of any term. Any director may resign at any time by providing the remaining directors thirty (30) days prior written notice. Vacancies on the board of directors shall be filled within sixty (60) days of the event that caused the vacancy.
Section 4. Duties and Powers of Directors. The board of directors shall have the authority to:

(a) hold meetings at times and places as may be deemed proper and necessary,
(b) appoint committees on particular subjects from members of the board or from the membership of the organization,
(c) audit bills and disburse the funds of the organization,
(d) print and calculate documents and publish articles,
(e) carry on correspondence and communicate with other associations with the same interests,
(f) employ agents,
(g) devise and carry into execution such other measures as it deems proper and expedient to promote the objectives of the organization
(h) remove any or all of the officers of the organization with due cause prior to the termination date of such office,
(i) elect substitute directors in the event any director resigns or is removed from office prior to the termination date of such office, and
(j) terminate the contract of any firm, individual or other entity employed by the organization to perform any and all nature of services to the organization.

ARTICLE V - MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Annual Meetings. The annual meeting of the board of directors shall be held in the month of May of each year at the principal office of the Corporation or at such other place or places as may determined by the president.
Section 2. Special Meetings. Special meetings of the board of directors may be called by the president, or by any two (2) members of the board of directors. Written notice shall be given stating the purpose of such meeting and shall be either delivered to each member of the board of directors or mailed to the last known address of such director at least five (5) days prior to the meeting date.
Section 3. Regular Meetings. The board of directors shall hold regular meetings on a quarterly basis during the months of March, June, September, and December of each year. The president shall set the date, time, and place for meetings. Reasonable notice of such meetings shall be communicated to each member of the board at his or her last known address. An agenda of the activities to be conducted at such meetings shall be included with and attached to such notice.
Section 4. Quorum Voting. A majority of the members of the board of directors shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the directors present shall be considered the act of the board of directors at any annual special or regular meeting.
Section 5. Absence. Should any member of the board of directors absent himself unreasonably from three (3) consecutive meetings of the board without notifying the president or secretary of his or her reason for doing so, and if his or her excuse should not be accepted by the members of the board, his or her seat on the board may be declared vacant and the board may vote to select a substitute director from the membership of the organization to serve until the remainder of his or her own term.
Section 6. Resignation. Any director may resign at any time by giving thirty (30) days written notice of such resignation to the board of directors.
Section 7. Removal/Termination of Office. Any one (1) or more of the directors may be removed with cause at any time by the board of directors in the same manner set forth for voting on any issue herein above.
Section 8. Voting of Directors. Each member of the board of directors shall be entitled to one (1) vote only at any meeting thereof on any issue or matter of business before such meeting. Any member of the board who is in the position of voting on any issue that may result in direct or indirect benefit to them shall recuse themselves from voting on that issue.
Section 9. Order of Business. The order of business at board of directors meetings shall be the same as follows:

a) call of the roll
b) proof of notice of meeting or waiver of notice submitted
c) reading of minutes of previous meeting
d) report of officers
e) reports of committees
f) unfinished business
g) new business

Section 10. Compensation of Directors. Directors shall receive no compensation for their services.
Section 11. Liability. The directors of the Corporation shall not be personally liable for its debts, liabilities, or other obligations.

ARTICLE VI - OFFICERS

Section 1. Number. The officers of the Corporation shall be the president, secretary, treasurer, and such other officers with such powers and duties not inconsistent with these bylaws as may be appointed and determined by the board of directors from time to time.
Section 2. Term of Office. The board of directors shall elect officers by ballot at the annual meeting of the board of directors. Officers shall serve for one (1) year.
Section 3. Installation. Commencement of Duties. The officers newly elected at the annual meeting of the board of directors shall be installed and take office on the day of the month immediately following the date of the annual meeting.
Section 4. Consent to Election. Only those persons who have signified their consent to serve if elected shall be nominated for or elected to such office
Section 5. Multiple Offices. A person may be on the ballot for more than one (1) office.
Section 6. Vacancies in Office. Should any office become vacant by reason of termination or resignation during the term of office, the board of directors shall elect an officer to fill the vacancy for the un-expired term of office.
Section 7. Duties of Officers.
(a) President. It shall be the duty of the president as the chief executive officer of the board of directors to preside at all meetings. To chair a committee will be subject to the approval of the board of directors. He or she shall call all regular and special meetings when deemed necessary and when called for. He or she shall have the power to sign all contracts and any other obligations on behalf of the Corporation approved by the board of directors. He or she shall be an ex-officio

member of all committees. He or she shall select all inspectors of election. He or she shall have the power to nominate, subject to board approval, an individual or individuals who will be authorized to sign checks on the corporation's bank account. Any check in excess of three thousand five hundred dollars ($3,500.00) shall require the approval of the board of directors. In addition, he or she shall have and perform such other duties as may be delegated to him or hereby the board of directors.

(b) Secretary. The secretary shall take and keep the minutes of all meetings of the board of directors. He or she shall furnish a copy of the minutes to the president immediately after each meeting and shall be custodian of all records and papers of the organization except those that pertain to a special committee. He or she shall receive and file all written reports. In the absence of the secretary, the president may appoint a temporary secretary. The secretary shall handle promptly all necessary correspondence of the corporation as directed by the president. He or she shall submit copies of official communications for the president's file. The secretary shall order and maintain for the organization supplies, stationery, etc. as may be required from time to time. In the event no newsletter can be sent he or she shall mail out cards containing notice of board of directors and members general and other meetings.

(c) Treasurer. The treasurer shall receive and deposit all funds in the name of the corporation in a bank approved by the board of directors. Current financial records shall be kept at all times and reports on the financial status of the corporation shall be submitted at all meetings of the board of directors with copies to be provided for the president's file. The books of the corporation shall be delivered to his or her successor, duly audited, immediately following the termination of the office and the election of a new treasurer.

(d) Compensation. The officers of the corporation shall receive no compensation for their services.

ARTICLE VII - COMMITTEES

The corporation may have such committees as shall be necessary for the conduct of the organization's business and to carry out its objects and purposes. All committees shall serve for one (1) year. The board of directors shall establish the committees. No committee shall have the authority or power to:

a) Approve or recommend to the board of directors or officers any actions or proposals that are required under Florida law to be approved only by directors
b) Designate or make any nominations for officers or members of the board of directors
c) Fill any vacancies in office or on the board of directors or any committee thereof
d) Amend the bylaws of the corporation neither the designation of any such committee

The delegation of authority to such committee, nor action by such committee pursuant to such authority, shall alone constitute compliance by any member of the board of directors who is not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

ARTICLE VIII - BYLAW OR CHARTER AMENDMENT

The bylaws or the Articles of Incorporation of this corporation may be amended, repealed or altered in whole or in part by a majority vote at any duly organized meeting of the board of directors. Notice of the proposed change shall be mailed to each director at his or her last known address at least ten (10) days prior to the time and date of the meeting, that is to consider and vote on such change or amendment.
The proposed change or amendment to the bylaws or the Articles of Incorporation shall be ratified and approved by the board of directors by a majority vote of the directors present at such board of directors meeting. Only those directors present may cast their vote on the action before the meeting.

ARTICLE IX - SEAL

The Corporation shall have a seal of such design as may be approved by the board of directors.

ARTICLE X - FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of July of each year.

ARTICLE XI - DISTRIBUTION OF ASSETS

In the event the school is dissolved or is otherwise terminated, all of the Sponsor's property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to and become the property of the Sponsor. For assets purchased specifically with grant funds, they will be distributed according to the grant agreement.

ARTICLE XII - INDEMNIFICATION

The Corporation shall, to the fullest extent permitted by Florida Statute Section 607.0850, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote or stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XIII – CONTRACTS/DEPOSITS/CHECKS

Section 1. Contracts. The board of directors may authorize any officer or agent of the corporation to enter into any contract or to execute and deliver any instrument or document on behalf of the corporation, which authority may be general or specific.
Section 2. Deposits. All funds received by the corporation shall be deposited to the credit of the corporation in such banks or other depositories as may be approved and authorized by the directors.
Section 3. Checks. All checks, drafts, or any authorization for the payment of any notes, sums of money, or other evidence of debt issued in the name of the corporation shall be signed by such officers or agents as shall from time to time be designated and determined by the board of directors.

ARTICLE XIV - RECORDS

The Corporation shall maintain correct and proper books and records and shall keep minutes of all the meetings of the members and board of directors, at the principal office of the Corporation. Any director, or the agent or attorney of either, or any proper person may inspect all such records, at any reasonable time.

THE CHILES ACADEMY, INC.

Harold P. Card, President

Janet B. Bordenave, Secretary/Treasurer

ARTICLES OF INCORPORATION
THE CHILES ACADEMY

The undersigned does hereby execute, acknowledge and file the following Articles of Incorporation for the purpose of creating a not-for-profit corporation under the laws of the State of Florida

ARTICLE I
The name of this not for profit corporation shall be: THE CHILES ACADEMY

ARTICLE 11
This not-for-profit corporation shall commence perpetual existence on the date Articles are filed with the Secretary of State.

ARTICLE III
The general purpose for which this not for profit corporation is organized is to establish and operate a not for profit conversion charter school. For these purposes this corporation may engage in any activity and exercise any power or authority that may be engaged in by a non-profit corporation organized under Chapter 617, Florida Statutes, as amended.

ARTICLE IV
See Bylaws
This corporation shall issue no stock. No part of the net earnings of this corporation shall inure to the benefit of or shall be distributed to its members, directors, or other private persons except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this article. Notwithstanding any other provision of these articles, this corporation shall not carry on any activities deemed impermissible for corporations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law or by a corporation, contributions to which are deductible section 170(c)(2) or the corresponding provision of any future United States internal revenue law. On the dissolution of this corporation, all of the Sponsor's property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to and become the property of the Sponsor. For assets purchased specifically with grant funds, they will be distributed according to the grant agreement.

ARTICLE V
See bylaws

ARTICLE VI
The street address of the initial registered office of this corporation and its initial registered agent are as follows:
Anne K. Ferguson, THE CHILES ACADEMY, 1250 Reed Canal Road, Port Orange, FL 32129

ARTICLE VII
The name and address of the directors of this corporation are:

Harold P. Card
3019 Willow Oak Drive
Edgewater, Florida 32141

Janet B. Bordenave
341 Jackson Avenue
Daytona Beach, Florida 32114

Anne K. Ferguson
202 Hillsboro Street
New Smyrna Beach, Florida 32169

Any additional directors shall be elected or appointed in accordance with the bylaws of this not for profit corporation

ARTICLE VIII

y duly adopted action of the Board of Directors, this corporation may indemnify and/or insure any and all of its directors or officers or former directors or officers, to the extent permitted

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 617.0501, Florida Statutes, the following is submitted in Compliance with said Act:

THE CHILES ACADEMY, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at 1250 Reed Canal Road, Port Orange, FL 32129 has named Anne K. Ferguson as its agent to accept service of process within this State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and agree to comply with the provisions of said Act relative to keeping said office open.

Anne K. Ferguson
Registered Agent