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CHARTER RENEWAL APPLICATION

1. REQUEST FOR RENEWAL

The Cape Coral Preparatory and Fitness Academy (CCPFA) respectfully request that the Lee County School Board renew its charter application with the Academy. CCPFA wishes to enter a new charter agreement, to begin on July 1, 2016 and end June 30, 2021.

CCPFA believes that it has grown into a valuable part of the choices available to the families of Lee County. As this request hopes to demonstrate, CCPFA has earned the privilege of continuing to operate within the family of Lee County charter schools.

Notices, questions, and other correspondence related to the renewal application may be directed to:

Name: Craig Knotts
Address: 4740 S Cleveland Ave
         Fort Myers, FL 33907
Phone: 323-493-4315
Email: cknotts@CELERITYSchools.ORG
2. STATEMENT OF ELIGIBILITY FOR RENEWAL

CCPFA continues to satisfy each of the criteria established in F.S. 1002.33(7)(a)(1-16) as follows:

(7) CHARTER.—The major issues involving the operation of a charter school shall be considered in advance and written into the charter. The charter shall be signed by the governing board of the charter school and the sponsor, following a public hearing to ensure community input.

(a) The charter shall address and criteria for approval of the charter shall be based on:

1. The school's mission, the students to be served, and the ages and grades to be included.

   CCPFA has an established mission and an established student body.

2. The focus of the curriculum, the instructional methods to be used, any distinctive instructional techniques to be employed, and identification and acquisition of appropriate technologies needed to improve educational and administrative performance which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.

   CCPFA shall continue to use an approved curriculum with approved instructional methods/techniques and technologies.

   a. The charter shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading must be consistent with the Sunshine State Standards and grounded in scientifically based reading research.

   Students at CCPFA have and shall continue to receive two hours of instruction daily in Reading/English Language Arts. While the reading program is currently consistent with the Language Arts Florida Standards (LAFS).

   b. In order to provide students with access to diverse instructional delivery models, to facilitate the integration of technology within traditional classroom instruction, and to provide students with the skills they need to compete in the 21st century economy, the Legislature encourages instructional methods for blended learning courses consisting of both traditional classroom and online instructional techniques. Charter schools may implement blended learning courses which combine traditional classroom instruction and virtual instruction. Students in a blended learning course must be full-time students of the charter school and receive the online instruction in a classroom setting at the charter school. Instructional personnel certified pursuant to s. 1012.55 who provide virtual instruction for blended learning courses may be employees of the charter school or may be under contract to provide instructional services to charter school students. At a minimum, such instructional personnel must hold an active state or school district adjunct certification under s. 1012.57 for the subject area of the blended learning course. The funding and performance accountability requirements for blended learning courses are the same as those for traditional courses.

   CCPFA will continue to incorporate technology and computer-based learning opportunities into its instructional day and will implement blended-learning strategies.
3. The current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria listed in this subparagraph shall include a detailed description of:
   a. How the baseline student academic achievement levels and prior rates of academic progress will be established.
   b. How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the charter school.
   c. To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.

The district school board is required to provide academic student performance data to charter schools for each of their students coming from the district school system, as well as rates of academic progress of comparable student populations in the district school system.

   CCPFA works with Lee School District to ensure that the baseline standard is maintained and evaluated.

4. The methods used to identify the educational strengths and needs of students and how well educational goals and performance standards are met by students attending the charter school. The methods shall provide a means for the charter school to ensure accountability to its constituents by analyzing student performance data and by evaluating the effectiveness and efficiency of its major educational programs. Students in charter schools shall, at a minimum, participate in the statewide assessment program created under s. 1008.22.

   The current assessment and accountability programs employed by CCPFA currently satisfy these requirements, Part I below, will outline how CCPFA will continue to meet this standard. CCPFA has faithfully collected baseline data and measured the value-added growth of its students. This data will be outlined in Part II below. CCPFA has also fully participated in the Florida statewide assessment program.

5. In secondary charter schools, a method for determining that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43.

   N/A

6. A method for resolving conflicts between the governing board of the charter school and the sponsor.

   CCPFA has enjoyed a healthy and mutually respectful relationship with Lee County Schools.

7. The admissions procedures and dismissal procedures, including the school’s code of student conduct.

   CCPFA has existing admissions and dismissal procedures approved by Lee County. The Academy’s Code of Conduct mirrors that of Lee County. These are all contained in the CCPFA Student Handbook.

8. The ways by which the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district.

   The Academy’s existing community outreach efforts have resulted in a racial/ethnic balance reflective of the community. Supporting documentation may be found in Part II.
9. The financial and administrative management of the school, including a reasonable demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform such professional services and the 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 must be included. Both public sector and private sector professional experience shall be equally valid in such a consideration.

CCPFA has long demonstrated a high level of financial and administrative management. The executed Management Agreement with the ESP outlines a high level of service by experienced and competent professionals. This management agreement is currently on file with Lee County.

10. The asset and liability projections required in the application which are incorporated into the charter and shall be compared with information provided in the annual report of the charter school.

Each Annual Report submitted by CCPFA to Lee County has included required financial disclosures. At no time has Lee County expressed dissatisfaction with these disclosures.

11. 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, including whether or not the school will be required to have liability insurance, and, if so, the terms and conditions thereof and the amounts of coverage.

At no time has CCPFA suffered a lapse in any insurance coverage or protection required by Lee County.

12. The term of the charter which shall provide for can WIDA Access 2.0tion of the charter if insufficient progress has been made in attaining the student achievement objectives of the charter and if it is not likely that such objectives can be achieved before expiration of the charter. The initial term of a charter shall be for 4 or 5 years. In order to facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a municipality or other public entity as provided by law are eligible for up to a 15-year charter, subject to approval by the district school board. A charter lab school is eligible for a charter for a term of up to 15 years. In addition, to facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a private, not-for-profit, s. 501(c)(3) status corporation are eligible for up to a 15-year charter, subject to approval by the district school board. Such long-term charters remain subject to annual review and may be terminated during the term of the charter, but only according to the provisions set forth in subsection (8).

CCPFA has operated for four and a half years while meeting the achievement objectives in its charter, as will be described in Part II. The Academy is currently operated by Celerity Florida Group Inc.

13. The facilities to be used and their location.

CCPFA has maintained a compliant and fully functioning facility in each year of its contract. The current lease is on file with Lee County and is valid through 2023 with one 5 year renewal options.

14. The qualifications to be required of the teachers and the potential strategies used to recruit, hire, train, and retain qualified staff to achieve best value.
CCPFA has successfully worked with Lee County to insure that all teachers are properly qualified. The Academy utilizes several strategies to recruit and hire staff. Celerity Florida increased teacher salaries, improved benefits and working conditions to insure the attraction and retention of highly qualified staff. Training of staff is an ongoing process. CCPFA follows the Lee County calendar and utilizes each professional development day within that calendar. This training has been supplemented annually by several days of Title I training during the summer prior to the start of school.

15. The governance structure of the school, including the status of the charter school as a public or private employer as required in paragraph (12)(i).

CCPFA has faithfully followed the governance structure included in its initial application, including holding six public meetings annually, maintaining the requisite number of board members, keeping regular and accurate minutes, and maintaining a high quality ESP.

CCPFA will continue to operate as a private employer.

16. A timetable for implementing the charter which addresses the implementation of each element thereof and the date by which the charter shall be awarded in order to meet this timetable.

By submitting this application, CCPFA is committing to the timeline for renewal set forth by Lee County.

None of the causes for termination established in F.S. 1002.33(8)(a) exist. These causes include:

(8) CAUSES FOR NONRENEWAL OR TERMINATION OF CHARTER.—
(a) The sponsor may choose not to renew or may terminate the charter for any of the following grounds:

1. Failure to participate in the state’s education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.

CCPFA has faithfully participated in the state’s education accountability system and believes that it has satisfied the student performance standards stated in its charter in the following ways.

**Improve Student Learning**
In 2012, CCPFA set a goal of showing growth on the FCAT (now FSA) each year once receiving a baseline. From 2013 to 2014 the school letter grade increased by one level from a “D” to a “C”. For the 2015 school year, and during the transition to the new, more rigorous Florida Standards, the school remained at a “C”.

**Increase opportunities for all students with a special emphasis on low performing students**
CCPFA instituted Individualized Action Plans based on assessments to specifically address low performing students. These plans were implemented during whole and small group instruction.

**Encourage the use of innovative learning methods**
CCPFA utilized the extended learning day as well as the daily physical education to increase student achievement. The school also increased the computer student ratio (currently 1:1) and implemented technology instruction and assessment tools such as STMath (Visual Math Software which requires no language), Study Island (Assessment and Instructional Standards Based Instructional Tool, and Reading A-Z (Language Arts Instruction) to increase opportunities.
Require the measurement of learning outcomes. CCPFA engaged in benchmark assessments on a quarterly basis and standards based weekly assessments via online technology. In addition, staff was evaluated and provided with professional development and learning opportunities.

2. **Failure to meet generally accepted standards of fiscal management.**

   CCPFA has met generally accepted standards of fiscal management.

3. **Violation of law.**

   Lee County Schools has not informed the Academy of any laws currently being violated by CCPFA. The Academy is aware of no law applicable to CCPFA that is not being followed.

4. **Other good cause shown.**

   Lee County Schools has not informed the Academy of any good cause to non-renew or terminate its charter with CCPFA.
3. PLANS FOR RENWAL

I. Educational Plan

1. Mission, Guiding Principles, and Purpose
   The Mission, Guiding Principles and Purpose remain the same as in the Initial Charter Application.

2. Target Population and Student Body
   CCPFA will continue to target students residing in Lee County. The projected student body over the course of the renewal is as follows:

<table>
<thead>
<tr>
<th>Charter Year</th>
<th>School Year</th>
<th>K</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>Total</th>
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<td>28</td>
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<td>33</td>
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<tr>
<td>1</td>
<td>2016-2017</td>
<td>54</td>
<td>36</td>
<td>36</td>
<td>36</td>
<td>44</td>
<td>22</td>
<td>22</td>
<td>10</td>
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<td>270</td>
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<td>54</td>
<td>36</td>
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<td>54</td>
<td>44</td>
<td>44</td>
<td>44</td>
<td>518</td>
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3. Educational Program Design

i. Teachers will also be trained in highly successful instructional strategies such as the Nine Marzano Essential Teaching Strategies (shown by the Marzano Research Laboratory Meta-Analysis Database to be highly successful instructional strategies) and Lauren Resnick’s Nine Principles of Learning (shown to be highly successful by the University of Pittsburgh research laboratory.)

ii. The character education program shall be enhanced. As mentioned in the current application, the emphasis on character development occurs daily and is incorporated into the students' daily routines. A comprehensive approach to character education is executed to promote a positive learning environment. Teachers are trained on how to use the curriculum which includes programs such as Love & Logic, the Peace Tree Model, and Character Counts providing a safe and nurturing school environment. Students are introduced to and learn about character traits such as caring, respect, responsibility, citizenship, fairness, and trustworthiness.

Students then learn problem solving techniques to resolve conflicts with each other, such as:

* Step 1: SAY: Identify and define the problem.
* Step 2: THINK: Generate at least 3 solutions, then evaluate which one is best.

* Step 3: CHOOSE: Decide which solution works best for everyone.

* Step 4: DO: Implement your solution.

* Step 5: THINK AGAIN: Evaluate the outcome of your solution and think of another if necessary.

Students also learn strategies to use when other students are causing problems such as:

* 1. **Use a strong voice and make eye contact**

* 2. **Use a complete sentence:** Instead of saying "Stop!!" say "Stop pulling on my arm. I don't like it."

* 3. **Use an I statement:** "When you _____ I felt ____ so I want you to _____.

* 4. **Label the behavior and don't defend:** If someone is saying something mean to you, ask, "Is that a put down?" or say, "That is a put down!" and walk away. Don't answer a "trap-question" or a "put down."

* 5. **Ask for help:** Say "I am going to tell _____ that you _____ and I asked you to stop, but you didn't." Then follow through!

Finally, students learn strategies to use when the student is causing a problem for others such as:

* 1. **Praise people and give up put downs**

* 2. **Notice when you hurt someone and repeat what you hear them say:** "I heard you say you felt ____ because I ______."

* 3. **Apologize and make amends:** "I'm sorry I made you feel ____ by ______." "Next time I'll make sure I _______."

* 4. **Check in with people to see if they're doing better** "Hi ____ how are you? Have I done anything to make you feel safe? Have I done anything to make you feel unsafe?"

* 5. **Ask for help:** "I caused a problem and I'm trying to solve it by _____, I need help with _____.

iii. While CCPFA will not serve grade 9 to 12, all 8th graders will be required to complete the school middle school course of study (defined as grades 6, 7, and 8), as
set forth in s. 1003.4156 F.S. This includes:

1. Three years of English, including intensive work in literature, composition, and technical text
2. Three years of Math, with access to high school level work (and possible credit)
3. Three years of Social Studies, including one semester of Civics
   a. The Civics EOC score averages into the final course grade as 30%.
   b. In order to receive course credit the student must receive a passing final grade.
4. Three years of Science
5. One course in career and technical planning
6. The creation of an electronic personal education plan, agreed to by the student, his/her parent/guardian, and the principal (on behalf of the school).
7. CCPFA is documenting that all students that are promoted from grade eight to grade nine have met the middle school promotion requirement by including on the student information system as well as documented in each student's cumulative file.
8. Grades are entered on the District mainframe system thoroughly and with fidelity for all students on a quarterly basis.
9. CCPFA will be adhering to the District Student Progression Plan in its entirety

4. Curriculum Plan

CCPFA will continue to use curricula that are aligned to the Florida State Standards by using programs such as, SRA McGraw Hill Open Court and Houghton Mifflin Harcourt's Journeys. Support services for ELL students, special needs students, and students in need of remediation shall remain in place.

Middle school students will also continue to use curricula that are aligned to the Florida State Standards by using programs such as Glencoe Literature and McDougal Littel Literature.

The “Just Read Florida” model is also a key component of CCPFA's service delivery in the area of reading instruction. Because of the extended day and because of the school's commitment to providing at least 2 hours of reading instruction each day, CCPFA shall be able to comply with (and will actually exceed) the Just Read Florida model requirements that all students should receive at least 90 minutes of uninterrupted daily initial instruction in reading, half of which is to be provided in large groups and half of which is to be provided in smaller groupings. In fact, the intended reading program of CCPFA meets most of the statutory requirements for the intensive level of instruction required for students who have been retained (see s. 1008.25(7)(b)(2) F.S. and State Board Rule 6A-6.054).

All students at CCPFA will receive progress monitoring. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and Mathematics will be covered by a federally required student plan such as an individual education
plan or schoolwide system of progress monitoring for all students. CCFPA utilizes various standards based assessments to monitor student progress weekly and bi-monthly. In addition, CCPFA’s at-risk readers shall receive more than the Just Read Florida model’s minimum requirement of 20 additional minutes of small group intensive intervention three times per week. In fact, the school will identify early in September of each school year (using the Schoolnet Bi Monthly Benchmark Assessments, Weekly standards online assessments, and/or FLKRSSS test for Kindergarten Students) any students who are one grade level behind in reading (or math or both) and immediately get them additional help through the Title I program. These students receive at least 1 extra hour three times per week additional help either one on one or in small groups, depending upon their identified need, based on the assessment results, as well as curriculum based measures provided by the child’s classroom teacher. The academy therefore uses both formative and summative measures to continually evaluate the child’s progress in reading achievement throughout the course of the year. Moreover, FSA Level 1 & 2 students will also receive additional support through the school’s Title I program, and the FLKERS will be used as an additional summative measure, in conjunction with other assessments, to identify students needing extra help in reading. Progress reporting will be made to FLDOE at a minimum of three times per year using these measures.

The Academy shall employ sufficient teachers with a Reading Endorsement or Certification in Reading (Grades K-12) as necessary.

CCPFA will use materials aligned to the Florida State Standards. In October 2014, materials supporting the adopted standards were updated.

Science is delivered in grades K-5 though materials aligned to the Florida Standards such as the AIMS Education Foundation. Its hands-on materials and teacher modules provide an engaging and real world investigation of earth, life, and physical sciences.

Starting in grade 6, the school will utilize materials aligned to the Florida State Standards such as the Glencoe Florida-aligned iScience Courses. It’s structured lesson cycles and excellent teacher supports provides a quality program focused on Florida standards.

5. Student Performance, Assessment and Evaluation

In evaluating these goals the Academy utilizes and analyzes multiple data points to set specific goals. All data is processed through the school’s Professional Learning Community (PLC) a formal process of objectively reviewing and using data to drive school and educational decisions. It includes the entire educational staff, working together to share strategies, mentor staff, and make consensus-based decisions for the Academy. The PLC strives for excellence from all students and staff members.

Data points include curricular assessments, state assessments, and norm-referenced measures.
i. **Baseline Data:** Baseline data is critical to identifying students’ strengths and weaknesses early in order to tailor each child’s instructional services as appropriate. The school will utilize web-based assessment programs such as Pearson’s Schoolnet (http://www.Schoolnet.com) for collecting baseline data in reading and math. Data shall be used to identify students for Title Services, RTI service, special education referral, and/or an enrichment program. Unlike regular, norm-referenced tests, Schoolnet requires staff to interact with the data and design interventions around it.

The staff will also analyze prior year’s FSA data where appropriate.

ii. **Value-Added Data:** Baseline data from programs such as Schoolnet or the Scantron Performance Series test administration is converted to value-added data during the fall / winter / spring. This measure is vital for grades K-2 but also helps provide a more nuanced understanding of how much learning has taken place in any classroom. This data compliments other data in analyzing programmatic effectiveness both within a school and between the proposed schools and its sister Academies (and also across the nation). The school board and the ESP review this data as part of its continuous improvement processes.

iii. **Curricular Based Measures:** One of the reasons that curricula aligned to the Florida State Standards such as Open Court/Imagine It and Saxon is so effective is the quality of their assessments. These programs assess skills both individually and repeatedly measuring and re-measuring skill-level mastery. Teachers utilize this data on a student-by-student basis to tailor instruction and, if necessary, provide additional school resources. This also forms the basis of the student report card.

iv. **Short Cycle Assessments:** The Academy feels very strongly that the administration and the board need periodic updates on students’ progress toward meeting state standards. Custom designed short-cycle assessments for reading, math and science using assessment programs such as Study Island online assessments, and SchoolNet are used for this purpose. Administrators use this data to track progress toward mastery of state standards. It is also used to identify weaknesses, both for individual students and programmatically, allowing mid-year adjustments to be made. Depending on the weakness discovered (e.g., a struggling classroom, a standard not adequately taught) the appropriate response might be introducing additional materials, conducting more professional development, modifying schedules, adding staff, adding more classroom-based intervention, or other appropriate response. The board reviews this data and uses it to track progress and insure that all steps are taken to improve student outcomes.

v. **FSA / Grade Card Data:** As the state’s high stakes test, FSA data provide the most important data in regards to the Academy’s strategic planning processes. FSA results impact almost all aspects of the instructional program: teacher recruitment, retention, and compensation, professional development, curricular modification, schedules, and school leadership decisions. Data is used to compare among classrooms and within classrooms; among grades and across schools; among subgroups and longitudinally across years. Comprehensive data is presented to the board and all data is reported as appropriate. Performance standards for FSA and Grade Card performance are noted below.
Assessment data is presented to the Board, as well as to students and families. Student report cards include performance assessments such as CBMs. FSA reports, as well as student assessment data such as reports from Schoolnet and value-added performance data is presented to students and families. The Academy will clearly explain to parents how their children perform on FSA assessments (or any successor test) as well as their progress on College and Career Readiness standards as appropriate.

Families will also receive school Report Card data as well as an Annual Report prepared by the Academy with comprehensive performance data summarizing the school’s assessment program and its performance on those measures, including those referenced below. In support of its mission, the Academy sets clear, measurable goals, which include the following:

Student assessment data such as the FSA, AIR, FLKRSS, and WIDA ACCESS 2.0 assessments measure whether a student meets a specific benchmark of performance. Below is 2015 FSA CCPFA student data in comparison to neighboring Lee County Schools.

### FSA 2015 ELA – Mean Score

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Cape Coral Preparatory and Fitness Academy (Title One School)</th>
<th>Caloosa Elementary and Middle School (Non-Title One School)</th>
<th>Patriot Elementary (Title One School)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>45</td>
<td>50</td>
<td>50</td>
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<tr>
<td>4</td>
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<td>49</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>*</td>
<td>51</td>
<td></td>
</tr>
</tbody>
</table>

*Denotes Less than 10 students tested

### FSA 2015 Mathematics

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Cape Coral Preparatory and Fitness Academy (Title One School)</th>
<th>Caloosa Elementary and Middle School (Non-Title One School)</th>
<th>Patriot Elementary (Title One School)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>48</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>4</td>
<td>53</td>
<td>51</td>
<td>52</td>
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<tr>
<td>5</td>
<td>46</td>
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<tr>
<td>6</td>
<td>50</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>49</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>*</td>
<td>52</td>
<td></td>
</tr>
</tbody>
</table>

*Denotes Less than 10 students tested
Based on data in 2015, CCPFA is performing below neighboring Lee County Public Schools. This data informs CCPFA that we need to provide professional development on targeted instructional strategies and strategic interventions in reading and mathematics. Through strategic interventions, we will see growth beginning in 2016-2017 by outperforming neighboring Lee County Schools by 3%.

- The school shall strive to meet Annual Measurable Objectives (AMOs) pursuant to Florida's NCLB waiver application. In 2015, CCPFA earned a letter C grade with a score of 45% of the total points possible. If CCPFA does not meet the letter grade goals as listed below, CCPFA will use FSA, FLKRSS, WIDA Access 2.0, EOC, and other assessment data to reevaluate the educational program and develop a modified educational program based on school data results.

<table>
<thead>
<tr>
<th>School Year</th>
<th>School Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>B</td>
</tr>
<tr>
<td>2017-2018</td>
<td>B</td>
</tr>
<tr>
<td>2018-2019</td>
<td>A</td>
</tr>
<tr>
<td>2019-2020</td>
<td>A</td>
</tr>
<tr>
<td>2020-2021</td>
<td>A</td>
</tr>
</tbody>
</table>

- The school shall demonstrate a high rate of student retention from year to year. The academy would like to maintain 90% of their students from 2015-2016 to 2016-2017 and will calculate the retention rate using the District Calculated Stability Rate each September 1st. Students promoting to the 9th grade will not be counted in the denominator for retention measure.

<table>
<thead>
<tr>
<th>School Year</th>
<th>Percent Retained</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>90%</td>
</tr>
<tr>
<td>2017-2018</td>
<td>91%</td>
</tr>
<tr>
<td>2018-2019</td>
<td>92%</td>
</tr>
<tr>
<td>2019-2020</td>
<td>93%</td>
</tr>
<tr>
<td>2020-2021</td>
<td>95%</td>
</tr>
</tbody>
</table>

If any of these goals are not satisfied, the board and CCPFA must develop a comprehensive improvement plan to remediate any shortcomings.

6. Exceptional Students
   See Appendix A for an updated Exceptional Student program description for CCPFA

7. English Language Learners
   See Appendix B for an updated ELL policy for CCPFA

8. School Climate and Discipline No change

9. Supplemental Programming No change
II. Organizational Plan

10. Governance

The key duties of the board are updated as follows:

i. Oversee the operation of the school.

ii. Contract with and oversee the Education Service Provider (ESP), currently Celerity Florida Inc. The services provided by the ESP are clearly spelled out in the Management Agreement currently in place and approved by Lee County Schools.

iii. Monitor the educational, financial, and operations performance of the school.

iv. Approve annual budgets, all policies and procedures.

v. Review school revenues, expenditures, including year-to-date and annual expected regularly at meetings of the Board, and periodically through committees of the Board. The Board shall make recommendation and provide other direction in these matters at it deems necessary.

vi. Review hiring and other personnel decisions regularly at meetings of the Board, and periodically through committees of the Board. The Board shall make recommendation and provide other direction in these matters at it deems necessary.

vii. Review and approve leases, contracts, and other agreements as it deems necessary.

viii. Participate in Audit Committees and other financial committees.

ix. Fundraise (in partnership with the Parent/Teacher Organization).

x. Approve and monitor improvement goals and strategic planning initiatives. These may include but shall not be limited to the following:

1. Evaluation of the alignment of the school’s mission with the day-to-day operations of the school, as well as goals for key aspects of the school’s functioning.

2. Enrollment strategies and marketing plan.

3. Facilities acquisition and plans for improvements/renovations/additions and upkeep.


5. Realization of the Educational Plan and attainment of educational and instructional goals.

6. Board development and plans/goals for annual Board retreats.

7. Staff development, specifically related to Core Knowledge benchmarks and academic accountability, as well as participation in professional development activities.

8. Strategic alliances and partnerships with foundations, community organizations, and the business community.

9. Public relations and participation in the broader school reform arena.

10. Dreams, aspirations, and hopes.

The current Board of Directors for CCPFA includes the following individuals, all of whom have received necessary board training:

i. **A. Joe Mann, Member**, has worked with information technology since 1998 and holds an MBA. He has an extensive knowledge of both business and technology and how they intersect in both the public and private sector. He is currently a Cisco Systems Director of Technical Strategy.

ii. **Mark McCabe, Member**, has been a commercial banker since 1988. He has deep knowledge in audit processes, accounting standards, leases, mortgages, and financial...
iii. **Derik Farrar, Member** has worked in banking since 2000 and holds an MBA. He exhibits expertise in international banking through his employment in both Europe and Asia. He currently holds the position of Consumer Products Senior Financial Officer within the division of Consumer Banking and Private Wealth Banking within SunTrust.

iv. **John Robinson, Member**, is a former professional Soccer player and current business owner who is the Founder and CEO of John Robinson Soccer.

v. **Kenneth Osowski, Ph.D.**, is a college professor and concert pianist. He has an extensive knowledge of both the arts and higher education.

11. **Management and Staffing**
   August 1st, 2013 the management of CCPFA changed from Edvantages to Celerity Florida Group (CFG). CFG was founded by a group of educators with extensive expertise in educational reform. The parent company, Celerity Global Development, operated high performing charter schools in low income areas in 3 states. The current management agreement between CFG and CCPFA is on file at Lee County as well as attached. The agreement provides details of the management including all aspects of the educational program, strategic planning, public relations, grants/fundraising, operational services, human resources, staffing, and legal needs.

12. **Human Resources and Employment**
   Celerity Florida Group has updated its Employee Handbook, which is currently on file with Lee County Schools.

   CFG will continue to provide a strong program of professional development, new teacher supports, and performance based evaluations for all educational staff.

13. **Professional Development**
   All teachers undergo intensive training prior to the start of the school year, receiving a minimum of five days of training in the academic program, character education program, positive behavior support system, special education, and school policies. The Academy will continue to follow the Lee County professional development calendar. Teachers receive mission specific training from ESP staff, as well as curriculum specific training from certified trainers from companies such as ImagineIt! and Saxon.

   New teachers participate in the Lee County APPELS Peer Mentor program.

14. **Student Recruitment and Enrollment**
   No change

15. **Parent and Community Involvement**
   CCPFA views parent and community involvement as critical components of their program. Opportunities for parental communication and involvement include parent/teacher conferences, an active Parent-Teacher Organization, monthly Parent Meetings, and a customer service friendly environment that
welcomes parents on campus to volunteer or observe their child’s classroom. CCPFA also participates in community events and activities as well as develops partnerships with other organizations such as the Cape Coral Parks and Recreation as well as other local daycares and businesses.

III. Business Plan

16. Facilities

CCPFA is currently in a long term lease until 2023 and has the option of one 5 year renewal option at 2107 Santa Barbara Blvd in Cape Coral. A copy of the current lease is on file with Lee County Schools. The school’s current facilities will accommodate the increase in enrollment of 518 student in year 2020.

17 Transportation

Transportation of the school’s students will be the obligation of the school and shall be provided consistent with Chapter 1006, FS, Section 1002.33(20)(c). CCPFA complies with all federal, state, and local rules and standards regarding the safety of students, including the safety of students being transported to and from school and school activities. Ensuring the safety, timeliness, equity, and accessibility in the transportation of students is essential to the operation of CCPFA. As in all cases, the safety of students is given the highest priority. CCPFA maintains up-to-date documentation of all required inspections and trainings on site. CCPFA also includes a clause in the contract with the provider that up-to-date documentation of all required inspections and trainings should either be provided to the charter school and readily available to the CCPFA or any other person.

CCPFA has an existing contract with a licensed and experienced bus company to transport students who need transportation services for all students who reside within a 5 mile radius from the school. Students within a 1 mile radius will be required to provide their own transportation. The school may choose to provide courteous bussing outside or within the radius of transport. While some transportation funding is provided, CCPFA recognizes that this will not cover the full costs of transportation.

In working with the transportation provider, CCPFA will ensure the following:

1. That transportation is not a barrier to enrollment by treating each student equally in terms of making transportation decisions.
2. That CCPFA will make every effort to provide courtesy transportation to students who live less than two miles from the school.
3. That bus stop locations will not place an undue burden on students and families.
4. That the school will establish a reasonable distance beyond which transportation will not be provided, as allowed by statute.
5. Students with transportation provisions in their IEP will receive those related services.
6. Students subject to hazardous walking conditions will receive transportation.
7. That the provider will own, operate, and maintain all buses used, and that it will verify the ongoing compliance of the vehicles and the drivers.

CCPFA will work with the transportation provider to deliver student address, requests for transportation, bus stop locations, pick up times, and other critical pieces of information as necessary.
18. Food Service No change

19. School Safety and Security

CCPFA maintains a school safety plan which outlines the routines and procedures for various safety and security situations. The plan includes:

- Administrative Response Guide
- Critical Incident Code Chart
- Code Announcement Script
- Staff Communication Guide
- Crisis Response Box Inventory
- ICS Organizational Chart/ Crisis Response Team Roster
- Command Post & Staging Areas
- Evacuation Routes
- Student/People with Special Needs
- Buddy Assignment
- Building Plans
- Area Wide Map
- Student Emergency Release Form
- Bomb Threat Report Form

In regards to property, the school will conduct a physical inventory of its fixed assets no less frequently than every two years. The results of the physical inventories are reconciled with the property records.

The School developed a control system to safeguard against loss, damage, or theft of fixed assets. The School shall investigate any loss, damage, or theft of any fixed asset.

In order to prevent loss or theft of School property, all fixed assets (other than real property) have a School fixed asset sticker.

School security includes one point of entry for the campus. Staff monitors the one point of entry and ensures that all visitors accessing the campus go through a ID screening in accordance with the Jessica Lunsford Act. After passing the ID check, they sign a log sheet, wear a name tag and are escorted to their destination.

When unanticipated emergency situations arise, the staff follows the protocol established in the school safety plan is routinely rehearsed.

20. Budget

The staffing plan for CCPFA during the renewal term is as follows:

CCPFA Staffing Plan

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Students</td>
<td>270</td>
<td>340</td>
<td>410</td>
<td>468</td>
<td>518</td>
</tr>
<tr>
<td>Principal</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Title I PD &amp; Parent Engagement Facilitator</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>
The Academy will contract for Speech, school psychology, and other specialty services.

ESP added the position of Title I PD and Parent Engagement Facilitators and a Title One Clerk to increase support for teachers and student achievement as well as to assist in communication and parental involvement.

An updated Five-Year Budget is attached with assumptions.

21. **Financial Management and Oversight**

The ESP has contracted with Charter School Management Company (CSMC) to provide back office services. Services provided include:

- Bookkeeping
- Accounts Payable/Receivable
- Budgeting and Cash Flow Projections
- Long Term Strategic Financial Planning
- Authorizer Negotiations
- Payroll, Taxes, & Accrued Benefit Maintenance
- Staff Retirement System Reporting

22. **Action Plan**

CCPFA is committed to the Lee County Schools renewal process timeline.
PART D: JUSTIFICATION FOR RENWAL

CCPFA believes that there are multiple justifications for CCPFA to be renewed – justifications supported by factual and quantifiable data.

Academically, CCPFA has maintained a competitive stance against its peers.

CCPFA was very competitive with local schools in math and reading. As far as points earned toward a school grade under Florida’s school grading system, CCPFA is competitive, to these neighboring schools.

In 2014-15 CCPFA earned 39 points in English Language Arts under Florida’s accountability system, compared with 57 at Caloosa Elementary, 51 at Caloosa Middle School, and 50 at Patriot Elementary. In Mathematics CCPFA earned 56 points under Florida’s accountability system, compared with 65 at Caloosa Elementary, 62 at Caloosa Middle School, and 55 at Patriot Elementary. CCPFA earn 42 percent of total possible points, compared with 60 at Caloosa Elementary, 56 at Caloosa Middle School, and 42 at Patriot Elementary.

In its second year of operation under a previous management company, CCPFA received a “D” letter grade by the FLDOE. That same year, Celerity Florida group began to manage the schools. In 2014, the school increased one letter grade from a “D” to a “C”. The charter below shows the percent satisfactory in reading, math, and science when compared to similar schools. The most significant data achievement was in the area of reading gains for the lowest 25%.
## CCPFA: FLDOE Grade Report with Local and Demographically Similar Schools 2013-2014

<table>
<thead>
<tr>
<th>School</th>
<th>FLDOE Grade</th>
<th>% Meeting Satisfactory or Higher in Reading</th>
<th>% Meeting Satisfactory or Higher in Math</th>
<th>% Meeting Satisfactory or Higher in Science</th>
<th>Reading Points for Gains</th>
<th>Math Points for Gains</th>
<th>Math Gains for Lowest 25%</th>
<th>Reading Gains for Lowest 25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>CALOOSA ELEMENTARY</td>
<td>A</td>
<td>66</td>
<td>70</td>
<td>56</td>
<td>70</td>
<td>85</td>
<td>79</td>
<td>85</td>
</tr>
<tr>
<td>CALOOSA MIDDLE</td>
<td>B</td>
<td>58</td>
<td>56</td>
<td>48</td>
<td>65</td>
<td>70</td>
<td>68</td>
<td>69</td>
</tr>
<tr>
<td>CAPE CORAL PREPARATORY AND FITNESS ACADEMY</td>
<td>C</td>
<td>52</td>
<td>59</td>
<td>67</td>
<td>71</td>
<td>86</td>
<td>86</td>
<td>70</td>
</tr>
<tr>
<td>PATRIOT ELEMENTARY</td>
<td>A</td>
<td>54</td>
<td>64</td>
<td>53</td>
<td>63</td>
<td>89</td>
<td>65</td>
<td>90</td>
</tr>
</tbody>
</table>

## CCPFA: FLDOE Grade Report with Local and Demographically Similar Schools for 2013-2014

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>FLDOE GRADE 2014</th>
<th>FLDOE GRADE 2013</th>
<th>FREE OR REDUCED LUNCH %</th>
<th>PERCENT FLDOE MINORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CALOOSA ELEMENTARY</td>
<td>A</td>
<td>A</td>
<td>65</td>
<td>51</td>
</tr>
<tr>
<td>CALOOSA MIDDLE SCHOOL</td>
<td>B</td>
<td>C</td>
<td>73</td>
<td>46</td>
</tr>
<tr>
<td>CAPE CORAL PREPARATORY AND FITNESS ACADEMY</td>
<td>C</td>
<td>D</td>
<td>76</td>
<td>44</td>
</tr>
<tr>
<td>PATRIOT ELEMENTARY</td>
<td>A</td>
<td>C</td>
<td>78</td>
<td>48</td>
</tr>
</tbody>
</table>
Another justification for renewal is the proven track record in superior academic achievement of the ESP. Over the past 9 years, Celerity has demonstrated tremendous academic achievement with low-income and minority students. Through the addition of various assessment systems as well as increased technology and professional development, we anticipate significant academic growth. The graphs below demonstrate the results achieved.
Operationally, CCPFA has demonstrated success in many ways:

- CCPFA has also been largely compliant with Lee County requirements, deadlines and timetables.
- The proven track record of the new ESP will ensure Academic success with a diverse student body.
- The fiscal strength of the new ESP and use of a contracted financial back office service provider.
- The key management positions within the new ESP have remained consistent over the past 11 years, including Vielka McFarlane as CEO, Celesta Deter as Vice President of Pupil Services and Craig Knotts as Superintendent. CCPFA also has a solid school leader in Principal Jennifer Fowler who is in her 3rd year at that position.
- CCPFA has secured a long-term facility that perfectly matches both the academic and fitness components of the school’s mission.
Appendix A: CCPFA UPDATED SPECIAL EDUCATION PROGRAM

CCPFA will collaborate positively with the District’s ESE office and will follow local, state and federal guidelines for students with disabilities. All due process, identification, evaluation, and other rights and responsibilities will be followed both to the letter of the law and in the spirit in which they are intended. In particular, all statutes and policies embedded in IDEIA and Section 504 of the Rehabilitation Act of 1973 will be embraced and followed.

A full inclusion model will be followed whenever possible, to the extent appropriate for every student with disabilities.

The following educational procedures, documents, and policies will be in place for every student who qualifies for special education services, as appropriate:

- Response to Intervention (RTI) strategies in the regular education classroom
- An Intervention Assistance Team (IAT) meeting and written report that includes parent participation and feedback
- A multi-factored evaluation (MFE), if applicable following the IAT meeting
- An Evaluation Team Report (ETR) documenting the results of the MFE
- A Functional Behavioral Assessment (FBA) and subsequent Behavior Intervention Plan (BIP), if applicable
- An Individualized Education Plan (IEP), if applicable
- A 504 Plan, if applicable
- Student Progress Reports per IEP goals issued quarterly along with grade cards
- Service delivery in the Least Restrictive Environment (LRE)
- Provision of a Free and Appropriate Public Education (FAPE)
- Compliance with all due process provisions
- Compliance with all appropriate timelines, including time from parent consent, testing, writing of the IEP, service delivery, and so forth
- Compliance with newly revised Rule 6A-6.030121 regarding Language Impairment (LI)
- Active parent participation in all decision making with regard to special education services
- Student participation, as appropriate, in the educational decision making process

Special accommodations will be made for any child with a physically handicapping condition that may be prevented from participating fully in the fitness program. In addition, fitness staff will be expected to play an active role in the IAT and IEP meetings when appropriate.

CCPFA is open to all students and will not reject a student application or withdraw a student identified as disabled based on the finding that the student needs a service delivery model not currently in existence at the school.
CCPFA’s enrollment application will not include any questions related to IEPs or the possible need for special services. At no time will the school request an IEP or any other student information until the completion of the enrollment process.

Students with disabilities who enroll in CCPFA will be referred to enrollment in the district only when the IEP team finds that a student’s educational needs cannot be met at CCPFA. The Academy will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers.

The school’s staffing plan relative to the special education program shall include at a minimum:

- The Vice President of Pupil Services has a Master's Degree and credential in school psychology.
- The Principal—shall be trained in special education compliance, special education statutes, IDEIA, Section 504 of the Rehabilitation Act, implementation of Behavior Intervention Plans (BIP’s), Due Process Procedures for students with disabilities, and other important special education policies and procedures
- At least one certified Intervention Specialist for every 10 students with an active IEP or BIP
- A certified Speech Therapist (full or part-time, depending on caseload)
- Licensed Occupational Therapy and Physical Therapy will be contracted through local agencies as needed
- Curriculum Implementation Specialist — has multiple years and grade level of teaching experience with students with a variety of learning needs
- Vice President Pupil Services – CFG VP shall serve as Special Education Director until a person with sufficient experience is identified locally
- School Psychologist—it is anticipated that the school will contract for assessment/MFE services from a fully licensed/certified school psychologist
Appendix B: CCPFA UPDATED ELL POLICY

The overall policy of CCPFA regarding ELL is as follows:

Section I: Identification

1. Home Language Survey
   A home language survey (HLS) is administered at the school of enrollment. Home language assistance is provided at enrollment. The HLS is an integral part of the Student Enrollment form.

   Adults registering students will complete, with assistance in their language where feasible, an HLS containing the three questions required by Rule 6A-6.0902, found in the enrollment packet (unless the student's cumulative records contain a recently completed HLS from a previous school). If there is an affirmative response to any of the three questions on the HLS, CCPFA will explain to the parents or guardians that an ESOL evaluation/assessment will take place. An HLS with any affirmative response will be referred to the ESOL contact person without delay. The programmatic assessment process begins at the time of enrollment.

   Parents or guardians are asked to complete the forms in the student enrollment packet; assistance in their language will be provided, unless clearly not feasible.

2. Processing the HLS
   The Office Manager is responsible for processing all affirmative responses to HLS. The Office Manager is responsible for collecting and filing enrollment information along with an original copy of the HLS form in the student's cumulative folder. If there is an affirmative response to any of the questions posed on the HLS, the Office Manager will refer a copy of the form to the ESOL liaison and/or teacher.

   If there is an affirmative response to question IB2a only, the child will be placed in the regular program (coded LP) and screened with an aural/oral proficiency assessment within two weeks of school entry. If there is an affirmative response to either question IB2b or question IB2c, the child will be placed in the ESOL program (coded LY, basis of entry T) and screened with an aural/oral proficiency assessment within two weeks of school entry.

3. Registration & Placement
   Guidelines for registration, assessment and placement of foreign-born students have been established.

   CCPFA has enrollment procedures to ensure that foreign-born students are provided equal access to free and appropriate schooling. These procedures include the identification of all staff responsible for the registration of these students.

   Parents/guardians are given a complete registration packet. When feasible, translated versions of registration forms, free and reduced lunch applications, and general school information will be available. Where feasible, a bilingual staff member assists with translating or interpreting documents related to transportation and other pertinent school information.
Placement for foreign-born students is “age-appropriate.” If records of educational experiences are lacking or unavailable, based on an interview with parents/guardian and student, students are administratively placed in the age-appropriate grade level.

Section II: Assessment

1. Proficiency Assessment
The ESOL Liaison/Teacher is responsible for the English language assessment of potential ELL students.

Any grade K-3 student who scores non-English speaking (NES) or limited English speaking (LES) on the assessment instrument will be entered into the ESOL program (Coded LY, basis of entry A). Once eligibility has been determined, the ESOL liaison informs parents via the Notification of ESOL Placement about program eligibility, proficiency level, and method of instruction.

Any grade K-3 student who scores fluent English speaking (FES) on the assessment will remain in the regular program (coded ZZ). Classroom teachers will be advised by the ESOL liaison that they should request a LEP Committee meeting should any concerns arise.

2. Procedural Safeguards - Aural/Oral
An Aural/Oral test will be administered within 20 school days of registration. Students whose HLS has only an affirmative response to question 1.B.2a will be placed in the Regular Program (coded LP) and screened with an aural/oral language proficiency assessment within two weeks of school entry. If for any reason the screening does not occur within this time frame, the parents will be notified with the reason for this delay; and the testing will be done as soon as possible.

The school does not assess the native language of ELL students prior to placement.

3. Placement Procedures (K-3)
Any grade K-3 student who scores fluent English speaking (FES) on the assessment will remain in the regular program (coded ZZ). Classroom teachers will be advised by the ESOL liaison that they should request a LEP Committee meeting should any concerns arise.

4. Placement Procedures (4-8)
Students in grades 4-8 who score non-English speaking (NES) or limited English speaking (LES) will be entered into the ESOL program (coded LY, basis of entry A). Parents will be notified via Notification of ESOL Placement Form about program eligibility, proficiency level, and method of instruction.

Students in grades 4-8 who score fluent English proficient (FES) will remain in the regular program (coded LP) with administration of the reading and writing assessment taking place within two weeks of the aural/oral test, whenever possible, and not exceeding the one year period allowed. In the event that the reading and writing assessments cannot be done within two weeks, the LEP Committee will meet within this time period to determine placement (coded LY, basis of entry L if entered; remains LP if not) with the reading and writing assessment being administered within one year of registration.
5. Procedural Safeguards - R/W

Should a test delay occur, a Test Delay letter is sent to the parent and testing is completed immediately. ESOL personnel at all levels understand that test delays are unacceptable. Test delays are rare, but might occur in cases of student or staff non-attendance or other natural emergency situations.

6. Instruments Used

The following instruments and scoring criteria, based on Lee County School practices, are used for assessing ELL students:

<table>
<thead>
<tr>
<th>Name of Listening and Speaking Instrument(s):</th>
<th>INDICATE THE CUT SCORE USED FOR PLACEMENT (ENTRY) DETERMINATION BY TYPE OF SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language Assessment Battery (LAB)</td>
<td>Grade Level</td>
</tr>
<tr>
<td>LAB</td>
<td>K-2</td>
</tr>
<tr>
<td>LAB</td>
<td>3-5</td>
</tr>
<tr>
<td>LAB</td>
<td>6-8</td>
</tr>
<tr>
<td>LAB</td>
<td>9-12</td>
</tr>
</tbody>
</table>

(1) A raw score represents the number of points a student received for correctly answering questions on a test.
(2) A scale score is a raw score that has been converted to a scale. The conversion tables provided by test publisher should be used to report the scale score, if the test results are not provided in terms of a scale score.
(3) A national percentile is the percentile rank provided by a national norm-referenced test that indicates the percentage of a reference group obtaining scores equal to or less than the score achieved by an individual.

7. LEP Committee Entry Decisions

A student may be classified as LEP and services may be provided in accordance with the LEP Plan, or the LEP Committee may confirm his/her LEP status. The LEP Committee may determine a student to be LEP or not to be LEP according to consideration of at least two of the criteria listed in the Consent Decree in addition to the test results. Meeting minutes, including topics discussed and recommendations, will be documented on an LEP Committee Form.

8. Academic Assessment

K-5
Responsible Person: ESOL liaison/Administrative Designee. School personnel will document that they have conducted a programmatic assessment on the Programmatic Assessment Student Profile, which will be placed in each student’s cumulative folder with other assessment data. Teachers will also conduct and document assessments of the data and may conduct further assessments of students to assist them in making appropriate instructional planning decisions. The following apply:

Age Appropriate
Documented Prior Educational Services
LEP Committee
Assessment - Diagnostic/placement test
Parent/Guardian and Student Interview

6-8
Responsible Person: ESOL liaison/Administrative Designee. School personnel will document that they have conducted a programmatic assessment on the Programmatic Assessment Student Profile, which will be placed in each student's cumulative folder with other assessment data. Teachers will also conduct and document assessments of the data and may conduct further assessments of students to assist them in making appropriate instructional planning decisions. The following apply:

- Age Appropriate
- Documented Prior Educational Services
- LEP Committee
- Assessment - Diagnostic/placement test
- Parent/Guardian and Student Interview

9. Annual Update Procedures
The LEP Student Plan is updated by the ESOL liaison every time there is any change made to the plan.

10. Parent Notification
Parent (guardians) are notified of the placement of the LEP student in ESOL Program.

Section III: Comprehensive Program Requirements and Student Instruction

1. Instructional Approach
   English for Speakers of Other Languages and/or Basic subject areas instruction delivered using ESOL Strategies
   1. Sheltered English (Self-Contained)
   2. Inclusion with ESOL strategies
   3. Pullout/Resource

   The preferred model is mainstream/inclusion; however, CCPFA may also use self-contained, sheltered or pullout models, to the extent appropriate.

2. Progress Monitoring
   The following progress monitoring tools are used to ensure that all ELL students are mastering the Florida State Standards and benchmarks: Student Portfolios, FSA Practice Tests, NRT.

Teachers in CCPFA incorporate the Florida State Standards into all school standards and academic objectives. It is the responsibility of the classroom teacher to instruct, screen, assess, and monitor the progress of student mastery of all Florida State Standards. Each teacher will develop daily lesson plans for all subjects taught. Where applicable, the plan should reflect the teaching of Florida State Standards for the appropriate language proficiency and grade level of the student. The principal or designee checks lesson plans regularly. Florida State Standards are included in the unified curriculum implemented in the school. Skills are consistently taught and assessed at the end of each grading period throughout the year. The assessment or mastery will consist of teacher
observation, classroom assignments, classroom participation, alternative assessments and examinations.

3. Process, Timelines, and Documentation
Instruction provided to ELL students is equal in amount, sequence, and scope to that provided to Non-ELL students. Basic ESOL time is proportional to the Language Arts time received by non-ELL students. All ELL students are given equal access to appropriate programming and core academic subject areas including intensive instruction in the English language and instruction in the basic subject areas. The schedule on the LEP Student Plan reflects the minutes per week in each of the students' classes. Each teacher develops daily lesson plans using ESOL strategies for all subjects taught. The plan reflects the teaching of Florida State Standards for the appropriate language proficiency level of the student. The principal or designee checks lesson plans regularly to ensure that comprehensible instruction is occurring.

4. Retention Issues
Limited English Proficient students who have received instruction in an approved ESOL program for two years or less may be exempted from the mandatory retention in third grade. The LEP Committee and Student Study Team will complete a case review for students who are being considered for retention. Administrators, with input from the LEP Committee, may waive the promotion requirements or may exempt ELL students from mandatory retention for “Good Cause”. Parents are notified.

5. Statewide Assessment and Accommodations
CCPFA is responsible for making sure that all ELL students participate in statewide assessments (FSA, etc.). CCPFA policy is that all ELL students will participate in the statewide assessment programs. Only ELL students who have received ESOL services for less than one year may be considered for exemption from statewide assessments by a majority decision of a LEP Committee on an individual basis. The ESOL Liaison at each school will record and maintain the data showing the students who are exempted and will report the data to the Research, Testing and Assessment Department.

The principal or other personnel serving as test coordinator is responsible for making sure that all accommodations for statewide assessment have been offered to ELL students. A letter is sent home to parents explaining the accommodations available for their children. The policy is that all ELL students will be assessed annually and will participate in the statewide assessment programs.

Only ELL students who have received ESOL services for less than one year may be considered for exemption from statewide assessments on an individual basis by a majority decision of a LEP Committee.

Section IV: Exit Criteria and Procedures

1. Criteria & Procedures For Exit
Students are eligible for exit only after they have been determined to be fully English proficient. Upon meeting the exit criteria, a Parent Notification Form and the LEP Committee Form will be given to the parents or guardians after the LEP Committee has met.
Exiting is based on the following criteria, utilized by Lee County Schools:

The Academy shall use two measures to determine exit for ELL students, the WIDA ACCESS 2.0 and the FSA: 1. WIDA ACCESS 2.0 oral skills, reading and writing scale scores for each grade cluster shall be added together to determine the composite score at grade level. Scores equal to or greater than the WIDA ACCESS 2.0 composite scores shall be used to determine the level of English proficiency for ELL students tested in listening, speaking, reading and writing on grade level.

<table>
<thead>
<tr>
<th>Grade Cluster</th>
<th>WIDA ACCESS 2.0 English Proficient Composite Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-2</td>
<td>2050 and greater</td>
</tr>
<tr>
<td>3-5</td>
<td>2150 and greater</td>
</tr>
<tr>
<td>6-8</td>
<td>2200 and greater</td>
</tr>
</tbody>
</table>

FSA Level 3 or greater or the equivalent developmental scale score on the Reading test of the Sunshine State Standards.

2. **LEP Committee & Exit Decisions**

The LEP Committee may determine students are eligible for exit based on analyses of students' academic performance including language proficiency scores, review of grades, standardized test scores, and/or alternative assessments and may determine that students would be better served by another instructional program or combination of programs that address special needs of the students. The assessment instruments used and LEP Committee determinations will be documented on the LEP Committee Form and placed in student records. The LEP Committee may not override the scores of the aural/oral test when considering exiting the student from the program. However, the committee may override the scores of the aural/oral test in a unique situation involving ESE services.

Upon meeting the exiting criteria, parents/guardians will be notified after the LEP Committee has met. For parents who are unable to attend the exit meeting, the ESOL Liaison will send a copy of the appropriate forms, including the LEP Committee recommendations, to the parents or guardians. The information will be sent home in their language, where feasible.

**Section V: Monitoring Procedures**

1. **Responsible Parties**

The ESOL Liaison/Teacher is responsible for conducting the required two-year monitoring follow-up of former students once they have exited the ESOL Program.

2. **Progress Documentation**

The student's progress is documented in the student's LEP Student Plan. Monitoring will be documented on both the Post Monitoring Form and on the last LEP Student Plan. The information will then be entered into the LEP student database (TERMS). The following documentation is used to monitor the student's progress:

- report cards
- test scores
- classroom performance
• teacher and/or parent input

Monitoring takes place as follows from the date a student exits the program:
• First Review First full grading period after exit
• Second Review End of first full semester after exit
• Third Review End of the second full semester after exit
• Fourth Review Two years from the exit date

3. Procedures For Progress
When the performance of former ELL students is satisfactory, CCPFA will continue to monitor the student.

When the performance of former ELL students is unsatisfactory, the following procedures will be followed. LEP Committee will convene whenever an exited student shows any consistent pattern of under-achievement as shown by report card grades, alternative assessments, and/or achievement test performance. Parents or teachers may also request a LEP Committee meeting. The committee will discuss viable solutions/options, including the necessity of re-entering the ESOL program.

If a former ELL students are reclassified as LEP and re-enter the ESOL program, the LEP Committee is responsible for initiating a new LEP student plan, updating the student data and ensuring the appropriate placement. The LEP Committee makes the final decision regarding appropriate placement, and the results of the meeting are documented on the LEP Committee Form and given to parents. The ESOL liaison/teacher is responsible for initiating a new LEP Student Plan and the student data.

The program delivery model and additional intervention strategies are determined by the needs of the student.

Section VI: Parent/Guardian/ Student Notification & Rights

1. Assistance In Heritage Language
CCPFA provides assistance to parents/guardians of ELL students in their heritage language, unless clearly not feasible, at time of enrollment, LEP Committee meetings, and Parent/Teacher conferences.

2. Parent Notification
The school assures that parental notification is provided as required for:

• testing for eligibility of services
• temporary placement
• delay in testing
• test results
• program placement
• program Delivery Model Options
• state and/or SPFA testing
• accommodations for testing
• annual testing for language development
• growth in language proficiency (Listening, Speaking, Reading, Writing)
• exemptions from statewide assessments for students classified LEP for
  one year or less by date of test
• retention/remediation
• transition to regular classes
• extension of ESOL instruction
• exit from ESOL Program
• post-reclassification (LF) monitoring procedures
• reclassification of former LEP student

3. Student Handbook
The school informs parents, guardians, and ELL students of students’ rights and responsibilities. The Student Handbook will be available in a language other than English.

4. Parental Participation
The school provides provisions to train parents/guardians in order to promote parental and community participation in programs for ELL students. At each school's Parent Teacher Organization (PTO) meeting, the ESOL Liaison provides training to parents to promote parental and community participation in programs for ELL students.

5. Parent Teacher Organization
The school involves the PTO in the life of the school. The role of the PTO is to provide a voice for LEP and other parents to discuss school issues and make recommendations to school and program officials. This council provides a forum for parents to share their concerns at the school level, and allows for parent input into CCPFA's LEP Plan.

6. Complaint Procedures
Individuals have the right to file a complaint. Complaints may be filed at the school site. The school principal will assign appropriate personnel to investigate the complaint and make recommendations. If the complaint is not resolved to the individual's satisfaction, he or she may appeal to the Governing Board of the school.

Section VII: Functions of the LEP Committee

1. Composition of LEP Committee
The composition of the LEP Committee is the principal or designee, ESOL Teacher and/or ESOL Liaison, parent or parent designee, other personnel as appropriate (social worker, school psychologist, bilingual aide, etc.).

2. Elements of Student LEP Plan
The elements of a Student LEP Plan are:

☐ Student name
☐ Instruction by program, including programs other than ESOL provided
☐ Amount of instructional time/schedule
3. When & How Plan Is Updated
The ESOL Liaison updates the LEP Student Plan whenever any information in the existing plan is revised. Any changes to delivery of ESOL instruction, or related to the student's LEP condition that are intended to improve the student's language proficiency and academic achievement, will involve the participation of the LEP Committee and the parent(s). Changes that occur on a general basis, similar to those that occur for the general student population and are not connected to the specific needs of the ELL students, do not require the participation of the LEP Committee.

4. Functions of LEP Committee
The functions of the LEP Committee are:

- Concerns/decisions regarding initial placement of student in K-3 who scored FES, but progress in conventional class is viewed as inappropriate
- Reclassification of former ELL students
- Placement decisions for students in grades 4-8 scoring FES on aural/oral and at or below 32nd percentile on reading/writing assessment
- Review of instructional program, progress (after one semester)
- Retention/promotion decisions
- Parental concerns
- Exempting students classified as LEP for one or fewer years from statewide assessment program
- Review of instructional program of LF students during 2 years post-reclassification period with consistent pattern of under-performance academically
- Consideration of exiting a student who scored FES on aural/oral assessment, but at or below the 32nd percentile on reading and writing assessment
- Referring an LF student being considered for reclassification to appropriate compensatory, special and supportive services, evaluations and programs, if necessary.
- Referring an LY student being considered for extension of services to appropriate compensatory, special and supportive services, evaluations, and programs, if necessary.
- The notification for the LEP Committee meeting is sent to parents and all parties involved. After the committee has met, a written record of the meeting, including signatures and the recommendations, is sent to parents. A minimum of three signatures is required: 1) the administrator or administrative designee, 2) the ESOL teacher or ESOL liaison, 3) the guidance counselor.
Appendix C: CCPFA BUDGET ASSUMPTIONS AND 5 YEAR BUDGET

FY17- FY21
Five Year Budget
Cape Coral Preparatory and Fitness Academy

Assumptions:

Current Enrollment:

1. Conservative- budget built on 95% of projected enrollment- per FL DOE Budget template
2. 6.5% of students are ESE (higher WFTE 1.115%)
3. 4.4% of students are ESOL (higher WFTE 1.18%)

Revenues:

1. State revenues (FEFP) are based on 95% of projected enrollment figures
2. Federal revenues (Title I, NSLP) based on previous year actuals
3. Local revenues

Expenses:

1. Textbooks for new students $250/student (5 books @ $50ea)
2. Textbook --replacements 100-150 /year a@ $50ea
3. FF&E- for new students- $900 (furniture, fixtures, & equipment)
4. Buses- $981/day (3 buses) X 180 days for year 1= $175,580
5. Buses- years 2-5 increase of one bus per year $235K to $412K in year 5
## Cape Coral Preparatory and Fitness Academy's Five Year Budget Projections

**Complete Budget - Lee County**

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<th>Maximum Students</th>
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### Income Estimates

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### Expense Estimates

**Function 5100 - Basic Instruction**

| 5100  | 120 | Classroom Teacher Salaries                    |               | $438,276 | $564,280 | $658,703 | $758,284 | $863,246 |

### Other Income

| 3261  |     | School Lunch Reimbursements                   |               | $54,841  | $69,694  | $84,064  | $95,796  | $105,932 |
| 3262  |     | School Breakfast Reimbursements               |               | $12,300  | $13,450  | $15,000  | $16,500  | $17,200  |
| 3397  |     | Capital Outlay Funds                          |               | $46,368  | $58,512  | $70,656  | $77,660  | $73,277  |
| 3451  |     | School Lunch Collections                      |               | $3,708   | $5,058   | $5,706   | $6,840   | $7,902   |

**Total Income**

$1,927,731 $2,393,228 $2,877,785 $3,283,848 $3,615,571
<table>
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<tr>
<th>Function</th>
<th>Description</th>
<th>Instructional</th>
<th>Textbooks</th>
<th>Other Certified Staff Member</th>
<th>Substitute Teachers</th>
<th>Other Support Personnel</th>
<th>FICA</th>
<th>Worker's Compensation</th>
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<th>Other Employee Benefits</th>
<th>Supplies</th>
<th>Textbooks</th>
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<th>Furniture, Fixtures-Capitalized</th>
<th>Computer Hardware-Capitalized</th>
<th>Computer Software</th>
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**Function 5200 - Exceptional Education**

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**Function 6100 - Pupil Services**

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**Function 6200 - Instructional Media Services**

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<th>Function</th>
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<th>Dues and Fees</th>
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**5100 Sub Total** $ - $ 740,047 $ 944,313 $ 1,181,885 $ 1,337,793 $ 1,505,214

**5200 Sub Total** $ - $ 97,478 $ 110,645 $ 152,837 $ 190,675 $ 206,781

**6100 Sub Total** $ - $ 11,417 $ 15,970 $ 25,183 $ 25,845 $ 26,526

**6200 Sub Total** $ - $ 1,008 $ 1,272 $ 1,536 $ 1,756 $ 1,948
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<td>$ -</td>
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<td>$ 1,078</td>
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<td>$ -</td>
<td>$ 171</td>
<td>$ 176</td>
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<td>$ 374</td>
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<tr>
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<td>$ 3,584</td>
<td>$ 3,605</td>
<td>$ 4,351</td>
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<td>310</td>
<td>Professional and Technical Services</td>
<td>$ -</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
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<th>$ 11,700</th>
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<tr>
<td>7100</td>
<td>310</td>
<td>Professional and Technical Services</td>
<td>$ -</td>
<td>$ 4,700</td>
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<tr>
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<td>320</td>
<td>Insurance and Bond Premiums</td>
<td>$ -</td>
<td>$ 6,500</td>
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<td>510</td>
<td>Supplies</td>
<td>$ -</td>
<td>$ 200</td>
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<th>7200 Sub Total</th>
<th>$ 90,526</th>
<th>$ 112,326</th>
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<th>$ 170,563</th>
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<tbody>
<tr>
<td>7200</td>
<td>730</td>
<td>Dues and Fees</td>
<td>$ -</td>
<td>$ 90,526</td>
<td>$ 112,326</td>
<td>$ 135,118</td>
<td>$ 154,353</td>
<td>$ 170,563</td>
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<table>
<thead>
<tr>
<th>Function 7300 - School Administration</th>
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<th></th>
<th>7300 Sub Total</th>
<th>$ 2,520</th>
<th>$ 3,180</th>
<th>$ 3,840</th>
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<th>$ 4,870</th>
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<td>Administrator Salaries</td>
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<td>Other Support Personnel</td>
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<td>Unemployment Compensation</td>
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<td>Other Employee Benefits</td>
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<td>370</td>
<td>Communications</td>
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<td>Other Purchased Services</td>
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<td>$ 2,520</td>
<td>$ 3,180</td>
<td>$ 3,840</td>
<td>$ 4,390</td>
<td>$ 4,870</td>
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<td>Function</td>
<td>Sub Total</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>9100</td>
<td>$18,105</td>
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</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Sub Total</th>
</tr>
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<tbody>
<tr>
<td>$1,921,281</td>
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**Total Income**

<table>
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<tr>
<th>Sub Total</th>
</tr>
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<tbody>
<tr>
<td>$1,927,731</td>
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<tr>
<td>Description</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>Net Revenue</td>
</tr>
<tr>
<td>Cash On Hand</td>
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</table>
Attachments
Pupil Progression Plan
(Same as Sponsor)
ASSESSMENT SCHEDULE
<table>
<thead>
<tr>
<th>Day 1 - Tuesday, March 1st, 2016</th>
<th>Day 1 - Tuesday, April 5th, 2016</th>
<th>Day 2 - Wednesday, April 6th</th>
<th>Day 3 - Thursday, April 7th</th>
<th>Day 4 - Friday, April 8th</th>
<th>Day 1 - Tuesday, April 26th</th>
<th>Day 2 - Wednesday, April 27th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grades 4&lt;sup&gt;th&lt;/sup&gt;-8&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Grades 4&lt;sup&gt;th&lt;/sup&gt;-8&lt;sup&gt;th&lt;/sup&gt;</td>
<td>Grade 3</td>
<td>Grades 3, 4</td>
<td>Grades 3, 4</td>
<td>Grade 5, 8</td>
<td>Grade 5</td>
</tr>
<tr>
<td>FSA Writing Paper-Based/Computer Test Administrations</td>
<td>FSA Writing Paper-Based/Computer Test Administrations</td>
<td>Testing (including make-ups) Must Conclude By:</td>
<td>Testing (including make-ups) Must Conclude By:</td>
<td>Testing (including make-ups) Must Conclude By:</td>
<td>Paper Tests Due:</td>
<td>Paper Tests Due:</td>
</tr>
<tr>
<td>Week Testing (including make-ups) Must Conclude By:</td>
<td>Paper Tests Due:</td>
<td>Paper Tests Due:</td>
<td>Paper Tests Due:</td>
<td>Paper Tests Due:</td>
<td>Paper Tests Due:</td>
<td>Paper Tests Due:</td>
</tr>
<tr>
<td>8:30-9:50 AM</td>
<td>8:30-9:50 AM</td>
<td>8:30-9:50 AM</td>
<td>8:30-9:50 AM</td>
<td>8:30-9:50 AM</td>
<td>8:30-9:50 AM</td>
<td>8:30-9:50 AM</td>
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<tr>
<td>80 minutes</td>
<td>70 minutes</td>
<td>70 minutes</td>
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<td>80 minutes</td>
<td>80 minutes</td>
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<tr>
<td>Friday, March 4&lt;sup&gt;th&lt;/sup&gt;, 2016</td>
<td>Friday, April 8&lt;sup&gt;th&lt;/sup&gt;, 2016</td>
<td>Friday, April 8&lt;sup&gt;th&lt;/sup&gt;, 2016</td>
<td>Friday, April 8th 2016</td>
<td>Friday, April 8th 2016</td>
<td>Friday, May 6&lt;sup&gt;th&lt;/sup&gt; 2016</td>
<td>Friday, May 6th 2016</td>
</tr>
<tr>
<td>Grade 4-8</td>
<td>Grade 3</td>
<td>Grade 3 - Grade 4</td>
<td>Grade 3 - Grade 4</td>
<td>Grade 3 - Grade 4</td>
<td>Grade 5, 8</td>
<td>Grade 5</td>
</tr>
<tr>
<td>Day 1 - Tuesday, April 26th</td>
<td>Day 2 - Wednesday, April 27th</td>
<td>Grade 5</td>
<td>Grade 5</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Grade 5, 8</td>
<td>Grade 5</td>
<td>Science - Session 1 8:30-9:50 AM</td>
<td>Science - Session 2 8:30-9:50 AM</td>
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<td></td>
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<tr>
<td>80 minutes</td>
<td>80 minutes</td>
<td>Friday, May 6&lt;sup&gt;th&lt;/sup&gt; 2016</td>
<td>Friday, May 6th 2016</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Grade 5</td>
<td>Grade 5</td>
<td>Grade 5</td>
<td>Grade 5</td>
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### FCAT 2.0 Computer-Based Test Administrations

<table>
<thead>
<tr>
<th>Grade 4th</th>
<th>Reading</th>
<th>Two 70 minute sessions over two days</th>
<th>8:30 am-9:40 am</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>April 26th and April 27th</td>
<td></td>
</tr>
<tr>
<td>Grade 5th</td>
<td>Reading</td>
<td>Two 70 minute sessions over two days</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 19th and 20th</td>
<td></td>
</tr>
<tr>
<td>Grade 6th</td>
<td>Reading</td>
<td>Two 70 minute sessions over two days</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 19th and 20th</td>
<td></td>
</tr>
<tr>
<td>Grade 7th</td>
<td>Reading</td>
<td>Two 70 minute sessions over two days</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 19th and 20th</td>
<td></td>
</tr>
<tr>
<td>Grade 8th</td>
<td>Reading</td>
<td>Two 70 minute sessions in one day</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 19th</td>
<td>break 10 min 9:50 am-11:00 am</td>
</tr>
<tr>
<td>Grade 5th</td>
<td>Mathematics</td>
<td>Two 70 minute sessions over two days</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 13th and April 14th</td>
<td></td>
</tr>
<tr>
<td>Grade 6th</td>
<td>Mathematics</td>
<td>Two 70 minute sessions over two days</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 13th and April 14th</td>
<td></td>
</tr>
<tr>
<td>Grade 7th</td>
<td>Mathematics</td>
<td>Two 70 minute sessions over two days</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 13th and April 14th</td>
<td></td>
</tr>
<tr>
<td>Grade 8th</td>
<td>Mathematics</td>
<td>Two 70 minute sessions over two days</td>
<td>8:30 am-9:40 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 13th and April 14th</td>
<td></td>
</tr>
<tr>
<td>Grade 7th</td>
<td>Civics</td>
<td>One 160 minute session</td>
<td>8:30 am-9:50 am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 26th</td>
<td>break 10 min 10:00-11:20 am</td>
</tr>
</tbody>
</table>

All students are testing in their regular classrooms unless otherwise indicated. ESE, 504 and ESOL students will be testing in an alternate location.
Discipline Policy - Code of Conduct

Same as Sponsor
ARTICLES OF INCORPORATION
The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

CAPE CORAL PREPARATORY AND FITNESS ACADEMY, INC.

**Article II**

The principal place of business address:

28011 PERFORMANCE LANE
BONITA SPRINGS, FL. 34135

The mailing address of the corporation is:

28011 PERFORMANCE LANE
BONITA SPRINGS, FL. 34135

**Article III**

The specific purpose for which this corporation is organized is:

THE CORPORATION IS ORGANIZED AND SHALL BE OPERATED EXCLUSIVELY FOR EDUCATIONAL PURPOSES UNDER SECTION 501(C)(3) OF THE I.R.C. IT SHALL NOT ENGAGE IN ACTIVITIES WHICH ARE NOT IN FURTHERANCE OF THE EDUCATIONAL PURPOSES.

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

NRAI SERVICES, INC.
2731 EXECUTIVE PARK DRIVE
SUITE 4
WESTON, FL. 33331
I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: XONDA DIVEN, ASSISTANT SECRETARY

**Article VI**
The name and address of the incorporator is:

SARAH C. DOBRZYKOWSKI, ESQ.
ONE SEAGATE, 24TH FLOOR
TOLEDO, OHIO 43604

Incorporator Signature: SARAH C. DOBRZYKOWSKI

**Article VII**
The effective date for this corporation shall be:

10/01/2010
501(c)(3) Tax-exempt Status Determination Letter
February 29, 2016

Superintendent of Schools
The School District of Lee County
Lee County Public Education Center
2855 Colonial Boulevard
Fort Myers, FL 33966-1012

Re: Cape Coral Preparatory and Fitness Academy, Inc.
Federal EIN: 45-2600372
Tax Exemption Application (IRS Form 1023)

Dear Superintendent:

We represent Celerity Florida Group, a Florida not-for-profit corporation that provides management and support services to Cape Coral Preparatory and Fitness Academy, Inc. (the “Academy”). Celerity Florida Group and the Academy we both formed for charitable and educational purposes. At the request of Celerity Florida Group, we have prepared and submitted an Internal Revenue Service (“IRS”) Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code (“Code”), on behalf of the Academy.

We regularly represent charitable and educational corporations in obtaining tax exemptions under Section 501(c)(3) of the Code. Based on the application materials provided by Celerity Florida Group and our understanding of the Academy’s charitable and educational operations, we strongly believe that, following its review of the application, the IRS will determine that the Academy is exempt from income tax under Section 501(c)(3) of the Code. The entire process from the date of filing the application until the IRS issues its determination letter typically takes 6 months, although many applications can take longer.

We have requested an extension to file this application so the IRS may grant the Academy’s tax exemption retroactively to date the corporation was originally formed. Nevertheless, the Academy may legally operate as a tax exempt organization under Section 501(c)(3) by filing Form 990 annual returns and accepting charitable contributions during the period that its application is under review with the IRS.

Please let me know if you have any questions regarding this letter or the tax exemption process.

Sincerely,

Kevin M. Davis
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c) (3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c) (3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c) (3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.
CELERITY FLORIDA GROUP INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

[Signature]

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements
Governing Board By-laws
BYLAWS
OF THE
CAPE CORAL PREPARATORY AND FITNESS ACADEMY, INC.

ARTICLE I
PURPOSE

The CAPE CORAL PREPARATORY AND FITNESS ACADEMY, INC. (the "Corporation") is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law to operate as a public charter school in the State of Florida.

ARTICLE II
MEMBERSHIP OF THE CORPORATION

There shall be no members of the Corporation. The Board of Directors, to extent required by the Florida Not For Profit Corporation Act, shall act as the members of the Corporation. The procedures governing meetings and actions of the Board of Directors shall apply to the meetings and actions of the Board of Directors when acting as the members of the Corporation.

ARTICLE III
NOTICES AND MAILING

Section 1. Form. Any notice required to be given by this Corporation’s Bylaws (the “Bylaws”), shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice sent by personal delivery, telegram, telecopy, or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, express mail, courier service, or telegram shall be sent to the address of the person listed in the records of the Corporation. Notice, if sent by telecopy or electronic mail, shall be sent to the number/address furnished by the person for such transmissions.

Section 2. Waiver of Notice. Notice to Directors of the date, time, place, and purpose of any meeting of the Board of Directors may be waived by telegram, telecopy, electronic mail transmission, or other writing, either before or after such meeting has been held. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice of that meeting. Nothing in this Section shall be deemed to eliminate or modify the Corporation’s obligations to comply with Florida’s public meetings law.
ARTICLE IV
DIRECTORS

Section 1. Number. The Board of Directors of the Corporation shall consist of five (5) Directors. The Board of Directors may increase or decrease the number of Directors by an action of the Board, but, in no case shall the Corporation ever have less than three (3) Directors.

Section 2. Qualifications and Role of Directors. The Board of Directors shall be the Governing Board of a public Florida charter school. The Directors shall be at least 18 years of age and have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 3. Election and Term. At the annual meeting of the Directors or, if not held, at any regular meeting or special meeting called for such purpose, the Directors shall nominate and elect individuals to the Board of Directors to fill vacancies on the Board created by the expired term of any Director. The Directors shall nominate and elect individuals to the Board of Directors to fill vacancies on the Board created by the removal, resignation, or death of any Director at any regular meeting or special meeting called for such purpose. A Director’s term of office shall be one (1) year in duration, which shall end on June 30th of each year, and until their successor is duly elected and qualified or until their earlier death, resignation, or removal from office; provided however, a Director, if elected, may serve an unlimited number of successive terms. Any individual elected to fill a vacancy on the Board of Directors caused by resignation, removal, or death of a Director shall serve the remainder of the term of that Director, subject to the provisions of these Bylaws.

Section 4. Meetings. The annual meeting of the Directors shall be held each year in June at such time, date, and place as the Board of Directors may determine. The Board of Directors may establish the time, place, and dates of regular meetings of the Board of Directors. Special meetings may be called at any time by the President or by any two Directors and shall be held at such time, date, and place specified in the notice of meeting. Provided however, meetings relating in any way to the business or operation of the public school must be open to the public and posted and, if required by law, advertised.

The rules contained in the current edition of Robert’s Rules of Order Newly Revised, shall govern the applicable procedure at meetings, as long as such rules are not inconsistent with these Bylaws, Florida law, or any special rules the Board of Directors may adopt.

Section 5. Quorum and Voting. The physical presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. A vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors unless otherwise provided by law or herein. The Directors must be physically present at a meeting in order to be counted as part of a quorum. In the event the Corporation is no longer operating as a public Florida charter school, or, in the event a Director is unable to attend a meeting due to illness or other extraordinary circumstance, then such Director shall for purposes of this section be able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons
participating in the meeting can communicate with each other at the same time and provision is made for the public to hear the Board’s discussions.

Section 6. Notice. Notice to Directors of any meeting of the Board of Directors shall be given in accordance with Article III, Section 1 of this Code. Unless waived, notice of each annual, regular, or special meeting communicating the day, hour and place (but, unless otherwise required by Florida law or these Bylaws, not the purpose) shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days or less than two (2) days before any such meeting. Notice of any meeting of the Members or the Board of Directors need not be given to any Director, however, if waived by such Director in writing pursuant to Article III, Section 2 and such waiver is filed with the Secretary either before or after the holding thereof. Nothing in this Section 6 shall alter, however, any legal requirement of the Corporation to provide notice to the public of meetings while operating as a public Florida charter school.

Section 7. Action by Written Consent. All actions taken at a meeting of the Board of Directors must be taken at a public meeting and an action by written consent shall not be allowed. In the event the Corporation is no longer operating a public Florida charter school, then any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors and is filed with the minutes of proceedings of the Board of Directors. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original.

Section 8. Committees of Directors. The Board of Directors may create one or more committees as the Directors may determine, the members of which committee or committees shall consist of not less than two individuals who serve at the pleasure of the Board of Directors, unless otherwise provided herein. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. However, for so long as the Corporation is subject to Florida’s public meetings law, the final action on all committee business shall be in the nature of a report to the Board of Directors that outlines all of the various options under consideration. Notwithstanding anything to the contrary in this Section 8 of Article IV however, no committee nor any group of Directors, which consists of a two or more members of the Board of Directors, shall meet in a prearranged manner to discuss public school business, without proper notice to the public of a regular or special meeting.

Section 9. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations, or advisory councils which are not part of the Board of Directors, such as those of parents or other pertinent groups.

Section 10. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the Board of Directors; provided, however, that the Director whose removal is being considered shall not be permitted to vote on such matter. The notice of the meeting at which the removal of one or more Directors is to be considered shall specify the Directors whose removal will be considered at such meeting. The Board of Directors shall separately consider and vote on the removal of each Director whose removal is being considered when the Board is considering the removal of two or more Directors. The Board of
Directors shall fill any vacancy caused by its removal of one or more Directors at the meeting at which the removal was effected.

Section 11. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective upon receipt of the writing by the Board of Directors or at any later date specified therein, and the resignation shall require no further action to be effective. Vacancies in the Board of Directors shall be filled in accordance with Section 3 of this Article IV.

Section 12. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law. Subject to the provisions of Florida law in general, the Florida Not For Profit Corporation Act, and the Corporation’s Articles of Incorporation and Bylaws, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 13. Honorary or Emeritus Directors. The Board, at its discretion by a majority vote, may honor any individual with the title “Honorary Director” or “Emeritus Director”. Honorary and Emeritus Directors are not voting members of the Board and are permitted, but not required, to attend meetings.

ARTICLE V
OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a Chairperson, Secretary, and Treasurer, and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board or any meeting called wholly or in part for the purposes thereof. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation, or removal. Officers may be, but shall not be required to be, elected from the Board of Directors.

Section 2. Vacancies. A vacancy in any office because of death, resignation, or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation shall become effective immediately upon its delivery to the Board or, if accepted by the Board, any later date specified therein. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create contract rights.

Section 4. Chairperson. The Chairperson shall preside at all meetings of the Board and shall direct the operations and oversee the administration of the Corporation in all its activities in conformance with and subject to the policies and goals established by the Board of Directors of the Corporation. Pursuant to Florida Statutes Section 617.0502(1)(g), the Chairperson is hereby
granted the authority to change the Corporation’s registered office and registered agent at his/her discretion.

Section 5. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, shall keep a record of the proceedings of the Board of Directors, shall authenticate the records of the Corporation and shall perform other duties as may be required by the Board of Directors or the Chairperson. If approved by a majority of the Directors, the Secretary’s responsibilities or part thereof may be contracted for by the Directors.

Section 7. Treasurer. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors, maintaining appropriate records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors or the Chairperson. If approved by a majority of the Directors, the Treasurer’s responsibilities or part thereof may be contracted for by the Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

To the extent permitted by Florida law, the Corporation shall indemnify any present or former Director, officer, committee member, administrative staff resource person to a committee, or key administrative staff employee against expenses (including attorney's fees), judgments, decrees, fines, penalties, amounts paid in settlement, and other liabilities in connection with the defense of any pending or threatened action, suit, or proceeding whether criminal, civil, administrative, or investigative, to which such person is or could reasonably expect to be made a party, provided:

(a) that such person acted in good faith in what they reasonably believed to be the best interests of the Corporation; and

(b) that, in any matter the subject of a criminal action, suit, or proceeding, such person had no reasonable cause to believe that their conduct was unlawful.

The determination as to (a) and (b) above shall be made:

(1) by a majority vote of a quorum of the Board of Directors consisting of said Directors who are not or were not parties to or threatened with such action, suit, or proceeding;

(2) if such a quorum is not available, or even if obtainable, if by a majority of a committee designated by the Board of Directors consisting solely of two or more Directors who are not a party to such suit or proceeding; or
(3) by independent legal counsel to whom the matter may be referred by the Board of Directors prescribed in paragraph (1) or the committee prescribed in paragraph (2). In the event a quorum cannot be obtained for the prescribed Board and the prescribed committee cannot be designated, a majority vote of the entire Board of Directors may refer such matter to independent legal counsel.

The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or plea of guilty or nolo contendere shall not create a presumption that such person did not meet the standards of conduct set forth in this Article.

To the extent that any such person has been successful on the merits, on a procedural basis or otherwise, with respect to any such action, suit, or proceeding, or in the defense of any claim, issue, or matter therein, such person shall be indemnified against expenses, including reasonable attorneys’ fees, incurred in connection therewith regardless of the determination specified in the above paragraph of this Article.

The indemnification provided by this Article shall not be deemed exclusive of, or in any way to limit, any other rights to which any person eligible for indemnification may be or may become entitled as a matter of law, or pursuant to the Articles of Incorporation, these Bylaws, agreements, insurance coverage, or otherwise. The indemnification provided by this Article shall continue as to a person who has ceased to be a Director, officer, committee member, administrative staff resource person, or key administrative staff employee and shall inure to the benefit of the heirs, executors, and administrators of such person.

Irrespective of the provisions of this Article, the Board of Directors at any time or from time to time, may approve the indemnification of Directors and officers or other persons to the full extent permitted by the provisions of the Florida Not For Profit Corporation law at the time in effect, whether on account of past or future transactions.

The extension of rights of indemnification hereunder by liberalization of any existing law of the State of Florida shall not be construed as limiting any right of indemnification of any Director or officer which has accrued under an existing law. It is the intention of this provision that any liberalization of the law of the State of Florida shall inure to the benefit of Directors and officers entitled to indemnification. No change in the law of Florida decreasing the rights of indemnification shall be deemed to derogate from or decrease any right of indemnification which shall have accrued or vested prior to the change in such law.

If any part of this Article shall be found in any action, suit or proceeding to be invalid or ineffective, the validity and the effect of the remaining provisions of this Article shall not be affected.

ARTICLE VII
CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Florida law, but, while operating as a public Florida charter school specifically subject to any applicable limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation’s
Directors are interested, whether such Director is a member of the Governing Board of the public school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Florida law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but his/her vote may not be counted in determining whether the Board of Directors has approved such matter. This Article VII shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VIII
BOOK AND RECORDS

The Corporation shall maintain the books, records, and other documents required under Florida law, which, to extent required under Florida law, shall be public records until such time as the Corporation is no longer functioning as a public school. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the past and present Boards of Directors and officers.

ARTICLE IX
AMENDMENTS

The Articles of Incorporation and Bylaws shall be adopted and amended by a majority of the entire Board of Directors then in office.
Governing Board Code of Ethics/Conflict of Interest Policy
CONFlict OF INTEREST POLICY

Article I
Purpose

The purpose of the conflict of interest policy is to protect Cape Coral Preparatory and Fitness Academy (the “Organization”)’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction as defined by the Internal Revenue Code section 4958. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest
A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
   a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
   b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
   c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III
Procedures

1. Duty to Disclose
In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists
After disclosure of the financial interest and all material facts, and after any discussion with the
interested person, he/she shall leave the governing board or committee meeting while the
determination of a conflict of interest is discussed and voted upon. The remaining board or
committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest
   a. An interested person may make a presentation at the governing board or committee
      meeting, but after the presentation, he/she shall leave the meeting during the
      discussion of, and the vote on, the transaction or arrangement involving the possible
      conflict of interest.
   b. The chairperson of the governing board or committee shall, if appropriate, appoint a
      disinterested person or committee to investigate alternatives to the proposed
      transaction or arrangement.
   c. After exercising due diligence, the governing board or committee shall determine
      whether the Organization can obtain with reasonable efforts a more advantageous
      transaction or arrangement from a person or entity that would not give rise to a
      conflict of interest.
   d. If a more advantageous transaction or arrangement is not reasonably possible under
      circumstances not producing a conflict of interest, the governing board or committee
      shall determine by a majority vote of the disinterested directors whether the
      transaction or arrangement is in the Organization's best interest, for its own benefit,
      and whether it is fair and reasonable. In conformity with the above determination it
      shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy
   a. If the governing board or committee has reasonable cause to believe a member has
      failed to disclose actual or possible conflicts of interest, it shall inform the member of
      the basis for such belief and afford the member an opportunity to explain the alleged
      failure to disclose.
   b. If, after hearing the member's response and after making further investigation as
      warranted by the circumstances, the governing board or committee determines the
      member has failed to disclose an actual or possible conflict of interest, it shall take
      appropriate and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall
contain:

a. The names of the persons who disclosed or otherwise were found to have a financial
   interest in connection with an actual or possible conflict of interest, the nature of the
   financial interest, any action taken to determine whether a conflict of interest was
   present, and the governing Board's or committee's decision as to whether a conflict of
   interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the
   transaction or arrangement, the content of the discussion, including any alternatives to
   the proposed transaction or arrangement, and a record of any votes taken in
   connection with the proceedings.

Article V
Compensation
a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

**Article VI**

**Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands this policy
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**Article VII**

**Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**Article VIII**

**Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Article IX**

**Code of Ethics**
Section 1. Code of Ethics. In conducting business and activities which are connected with the Organization, an Interested Person shall follow these guidelines:

(a) Ethical Conduct. Be honest and ethical in his or her conduct, including ethical handling of actual or apparent conflicts of interest between personal and professional relationships. An Interested Person should not engage in activities which have or may have the appearance of impropriety or conflict of interest, or that may call into question the actions or integrity of the Organization, or of the Interested Person as he or she relates to the Organization.

(b) Legal Compliance. Comply with applicable laws and regulations, including the Florida Code of Ethics for Public Officers and Employees and report his or her concerns to the appropriate person listed in Article III if it appears that any other director, officer, employee or contractor of the Organization is not complying with applicable laws or regulations with respect to the Organization’s business.

(c) Fair Dealing. Deal fairly with the Organization’s staff, donors, volunteers, beneficiaries and suppliers.

(d) Protect Assets. Protect and ensure the proper use of the Organization’s assets, including, its name, goodwill, donor community and reputation.

(e) Personal Influence. Be mindful of the interaction between his or her relationships inside and outside of the Organization, and not allow inappropriate personal influence over the affairs of the Organization.

(f) Commitments. Do not “speak for” the Organization or make or imply commitments by the Organization without proper internal authorization and communication.

The Annual Statement

I hereby certify that:
1. I have received a copy of the conflicts of interest policy,
2. I have read and understand the policy,
3. I agree to comply with the policy, and
4. I understand the Organization is charitable and in order to maintain its exemption it must engage primarily in activities which accomplish one or more of its exempt purposes.

______________________________
Name

______________________________
Signature

______________________________
Date
Board Member Roster
### BOARD OF Cape Coral Preparatory and Fitness Academy

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Business Name</th>
<th>Business Address</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark McCabe</td>
<td>Board President</td>
<td>Cape Coral Prep</td>
<td>2107 Santa Barbara Blvd. Cape Coral, FL 33991</td>
<td><a href="mailto:mmcabe@celerityschools.org">mmcabe@celerityschools.org</a></td>
<td>239-333-0766</td>
</tr>
<tr>
<td>Ken Osowski</td>
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<td>239-333-0766</td>
</tr>
<tr>
<td>Joe Mann</td>
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<td>239-333-0766</td>
</tr>
<tr>
<td>Derik Farrar</td>
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<td>239-333-0766</td>
</tr>
<tr>
<td>John Robinson</td>
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<td><a href="mailto:jrobinson@celerityschools.org">jrobinson@celerityschools.org</a></td>
<td>239-333-0766</td>
</tr>
</tbody>
</table>
School Organizational Chart
School Level Organization Chart

CCPFA Board of Directors

Chief Executive Officer

Superintendent

Principal

Title One Clerk

Title One Professional Development and Parent Engagement Facilitator

Teachers

Office Manager

Parent Advisory Council

Positive Behavior Support Staff
ESP Organizational Chart
ESP Organizational Chart

Celerity Florida Group
Non-Profit

Bonita Springs Preparatory and Fitness Academy
Non-Profit

Cape Coral Preparatory and Fitness Academy
Non-Profit

Fort Myers Preparatory and Fitness Academy
Non-Profit
Contract Between the School and ESP
AMENDED MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made effective as of the 1st day of August 2013, as amended on April ____, 2016, between Celerity Global Development ("CGD") a California nonprofit public benefit corporation, and the Cape Coral Preparatory and Fitness Academy ("Academy" or "School"), a Florida non-profit corporation.

RECITALS

The Academy is organized as a Florida charter school under Florida legal statute ("STATUTE"), including but not necessarily limited to Section 1002. Ultimate authority over The Academy is vested in the Academy's Board of Directors (the "Board"). The School has been granted a Charter Contract ("Contract") by the County School Board of Lee County of Lee County (or "Sponsor") to operate a district charter school, with the School Board of Lee County as the sponsoring body.

CGD is organized to support charter schools, educational program and activities, and provides educational and management services and products, human resources administration, including school personnel and business management, curricula, programs, contract administration and technology to charter schools. The products and services of CGD are designed to serve the needs of the schools it supports.

CGD and the Academy desire to enter into this Agreement, whereby CGD will manage and support the Academy to bring educational excellence and innovation to the State of Florida, based on a mutually agreed upon school design, comprehensive educational program, and sound school and business principles and management methodologies.

In order to facilitate continuation of the Academy and to implement the educational program at the School, the parties desire to establish this arrangement for the management and operation of educational and administrative activities or functions of the School.

THEREFORE, it is mutually agreed as follows.
ARTICLE I
TERM

This Agreement shall become effective immediately, and shall terminate when the Contract terminates, subject to the termination provisions herein. Notwithstanding the termination of the Contract, this Agreement shall continue to remain in effect provided that the Academy has renewed its Contract or has entered into or is continuing to operate under any chartering school contract with an authorizing body (as defined under the STATUTE) and this Agreement has not been terminated pursuant to Article VIII.

ARTICLE II
CONTRACTING RELATIONSHIP

A. Authority. The Academy represents that it is authorized by law and by its Board of Directors, and approved through the County Board to contract with a separate entity to provide educational management services. The Academy further represents that it has received its preliminary approval and Contract through the County Board to organize and operate a charter school within Lee County. The Academy is therefore vested with all powers within applicable law to enter into the arrangements contemplated in this Agreement. CGD represents that it is authorized by law and by its Board of Directors to enter into this Agreement and provide the services contemplated herein.

B. Agreement. Acting under and in the exercise of its authority, the Academy hereby contracts with CGD, to provide certain specific functions relating to the management and operation of the school in accordance with the terms of this Agreement and the Academy’s Contract. CGD and the Academy acknowledge that each has reviewed this Agreement and all related documents and that each shall comply with the terms and conditions set forth in this Agreement.

C. Relationship and Status of the Parties. CGD is a separate corporation, and is not a division or a part of the Academy. The Academy is a Florida non-profit corporation and an entity authorized by the STATUTE to be a Florida public school, and is not a division or part of CGD. CGD and the Academy have or will separately apply for tax-exempt status under Section 501(c)(3) of the Internal Revenue STATUTE. The relationship between CGD and the Academy is based solely on the terms of this Agreement, and the terms of any subsequent written agreements between the parties.
D. **Designation of Agents.** The Board of the **Academy** designates the directors of **CGD** or their designees as agents of the **School** having a legitimate educational interest solely for the purpose of entitling such persons access to education records under 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act ("FERPA").

The parties wish to satisfy the requirements of Section 5 of Rev. Proc. 93-19, 1993-1 C.B., 526, so that the provision of **CGD's** services under this Agreement does not cause the **School's** facilities to be treated as used in a private business use under Section 141 (b) of the Internal Revenue STATUTE of 1986, as amended.

Both **CGD** and the **Academy** agree that **CGD's** compensation under this Agreement is reasonable compensation for services rendered. **CGD's** compensation for services under this Agreement will be used solely as reasonable compensation for **CGD** and for the purposes of carrying out the services under this Agreement, and for **CGD's** exempt purposes.

**ARTICLE III**

**FUNCTIONS OF CGD**

A. **Responsibility.** **CGD** shall be responsible and accountable to the **Academy** for the management of the **School**. At least one representative of **CGD** will meet with the **Academy** at its regularly scheduled Board meetings to account to the **Academy** for the roles and responsibilities of **CGD** to manage the following areas.

1. Personnel and Human Resources Administration
2. Program of Instruction
3. Purchasing
4. Strategic Planning
5. Public Relations
6. Financial Planning
7. Recruiting
8. Compliance Issues
9. Budgets
10. Contracts
11. Equipment and Facility

12. Such other reasonable responsibilities as CGD may deem necessary to carry out the obligations under the Contract

B. Educational Program. The educational program and the program of instruction shall be implemented by CGD. A CGD designee shall supervise the teaching staff and the day-to-day implementation of the educational program of instruction. CGD shall be responsible for the following areas:

1. Educational Staff Recruitment
2. Educational Staff Professional Development
3. Management of day-to-day activities of Educational Staff
4. Performance and Evaluation of Educational Staff
5. Oversee course and curriculum design recommended by CGD
6. Develop, maintain and administer all State mandated and other testing
7. Parent education as deemed necessary
8. Such other reasonable responsibilities as CGD may deem necessary to carry out the obligations under the Contract

C. Strategic Planning. CGD shall design strategic plans for the continuing educational and financial benefits of the Academy.

D. Public Relations. CGD shall design and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and the State of Florida.

E. Grants and Fund Raising. Either the Academy or CGD, or both, shall locate grants and potential sources for donations and shall recommend consultants or other entities to help with the same. Any grants and/or private donations shall be solicited or applied for by either party, on behalf of the Academy or CGD, as applicable, and as mutually agreed to by the parties. Unless otherwise agreed to between the parties, all donations or grants received exclusively for the Academy shall be exclusively used for the Academy.

F. Operational Services
1. Financial Management
1. Revenue and cash management
   a. Revenue and cash management
   b. Select benefit packages for School staff
   c. Manage and monitor invoices
   d. Coordinate monthly budgets and financial reports to the Board of the School
   e. Coordinate yearly audits
   f. Manage banking relationships
   g. Budget revisions and financial plan

2. Compliance Management
   a. Student enrollment reports
   b. Annual report to the State of Florida
   c. Reports to the Florida Department of Education
   d. Reports to the Sponsor
   e. Policies for the Board and for the School

3. Management of Equipment/Furniture/Property
   a. Select phone system, furniture, office machines, computers and other equipment procurement
   b. Negotiate and arrange for leases or purchase agreements
   c. Inventory of equipment
   d. Track and handle surplus property
   e. Building STATUTE compliance

4. Other
   a. Administrative services management
   b. Recruitment of non-educational staff
   c. Day-to-day management of non-teaching staff
   d. Professional development not related to teaching
   e. Management and negotiation of all contracts and purchased services including, but not limited to legal services
   f. Such other reasonable responsibilities as CGD may deem necessary to carry out the obligations under the Contract

G. **Delegation or Subcontracts.** CGD may delegate its responsibilities to employees of CGD or of the School (if any), or may contract with others to provide services or goods for the School, and CGD reserves the right to subcontract or to recommend the subcontract of services it agrees to manage for the School, as appropriate, including but
not limited to, payroll, fiscal services and/or any technology related services. The Academy shall reserve the right to review all subcontracts and to request information related to payments for services rendered by subcontractors. The Academy may also request supporting documentation related to services rendered by subcontractors and may recommend by vote of the Board that CGD terminate subcontracts and/or identify an alternative vendor/subcontractor.

H. **Place of Performance.** CGD shall perform its functions under this Agreement at any location. The Academy shall provide reasonable space at its premises for CGD to carry out its functions under this Agreement.

I. **Student Recruitment.** CGD and the School shall be jointly responsible for the recruitment of students subject to general recruitment and admission policies. Application by or for students shall be voluntary and shall be in writing. On-line enrollment and signatures may qualify as a valid writing. Students shall be selected in accordance with the procedures set forth in the Contract, and in compliance with the STATUTE.

J. **Legal Requirements.** CGD, in cooperation with the Academy, shall assist the Academy in meeting federal, state and local laws and regulations, and the requirements imposed under the STATUTE and the Contract.

K. **Rules and Procedures.** CGD shall recommend changes in policies, rules, regulations and procedures applicable to the School and is authorized and directed to enforce such policies, rules, regulations and procedures adopted by the School or required by its Contract.

L. **Grades and Student Population.** CGD shall make recommendations to the School concerning limiting, increasing or decreasing the number of grades offered and the number of students served per grade or in total. Changes shall be approved by the County Board and such approval shall be obtained by either the Academy or CGD.

M. **Evaluation of Management Company.** CGD’s performance shall be evaluated by Academy at least once annually based on the services and responsibilities and standards of performance set forth in this section of the Agreement. The results of the performance evaluation will be discussed with the CGD at a meeting of Academy for which representatives of Management Company shall have received specific and reasonable notice. The failure of CGD to adequately perform its duties and responsibilities in this section shall constitute a material cause and serve as a basis for termination of the Agreement. Should CGD fail to perform its obligations under this Agreement in terms of the academic progress of the School’s students, as well as the School’s financial performance, CGD acknowledges that it may be terminated as set forth herein.
ARTICLE IV
PERSONNEL AND TRAINING

A. Personnel Responsibility. CGD shall select and hire all teaching staff, administrative or other staff and evaluate, assign, discipline and transfer personnel consistent with state and federal law. CGD may remove any staff member, with reasonable cause (or otherwise if such staff member is an at-will employee). Any CGD staff that will come on school grounds when students are present or whom shall have direct contact with students shall successfully complete a Level II background check, per Sections 1012.32, Florida Statutes.

B. School Superintendent. CGD shall select the Superintendent and establish employment terms. CGD shall hold the Superintendent accountable for the successful education of the students of the School and may delegate any obligations under this Agreement to such Superintendent.

C. Site-based Principal. CGD shall, vet all applications and interview, select, train, monitor, oversee and discipline all candidates for Principal. One to three candidates shall be presented to the Board for their recommendation, ranking and approval, provided however that the preferred and hired candidate shall be an employee of CGD. As the site-based Principal is integral to the success of the school, the Board may recommend termination of a Principal should that Principal be found to have been engaged in any misconduct or material dereliction of responsibility. When CGD recommends any particular candidates for hiring or termination, the Board acknowledges CGD’s expertise in education and employment and shall follow CGD’s reasonable recommendations. Nevertheless, CGD acknowledges and accepts that Academy shall have the final decision making authority regarding hiring of the Site-based Principal.

D. Teachers. Prior to the commencement of and during each school year, CGD shall determine the number of teachers, and the applicable grade levels and subjects required for the operation of the School. CGD will select, and hold accountable the teachers and staff of the School. Teachers may work at the School on a full- or part-time basis. If assigned to the School on a part-time basis, such teachers may also work elsewhere as long as such other work is also part-time and does not interfere with their work at the School, at the sole judgment of CGD. Each teacher assigned to the School shall hold a valid teaching
certificate or license issued by the State Board of Education under the STATUTE, to the extent required under the STATUTE, or as otherwise necessary to meet STATUTE provisions for non-certified teachers. CGD, in staffing the school, shall comply with all relevant laws and rules regulating the number of students allowed in a classroom.

E. **Support Staff.** Prior to the commencement of and during any School year, CGD shall determine the number and functions of support staff required for the operation of the Academy.

F. **Employer of Personnel.** The personnel who perform services at the School shall be employees or subcontractors or service providers of CGD and shall be paid for by CGD subject to the payment provisions of Article VI. For purposes of this Agreement, compensation shall include salary, fringe benefits, and city, state and federal tax withholdings to the extent required by law, and all other legitimate and reasonable related expenses.

**ARTICLE V**

**OBLIGATIONS OF THE ACADEMY**

The Academy shall exercise good faith and its best efforts in considering and adopting the recommendations of CGD including, but not limited to, recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, expenditures, fund raising, public relations, and school entrepreneurial affairs. The Academy shall cooperate with CGD in all of CGD's obligations hereunder.

**ARTICLE VI**

**FINANCIAL ARRANGEMENTS**

A. **Payment.** The Academy shall pay to CGD, the revenues (the "Fee") consisting of all state and federal per pupil allocations, transportation, technology or other operational funds, including private donations, endowments or grants applied for on behalf of the School, except for two percent of the base state per pupil allocation, up to the amount of $40,000, (which is to be retained by the School as a Board Reserve to be used by June 30 of each year for the School's benefit, for a purpose to be decided by the Board of the Academy or pursuant to Article VI Part C below.) Such Fee shall be used to accomplish CGD's duties hereunder and for reasonable compensation for CGD and all employees of CGD hired to work for the School. Excess fees shall be used by CGD
consistent with its own non-profit corporate and exempt purposes.

B. **Expenses to be covered by CGD** CGD shall be responsible for payment of the following costs and expenses incurred under this Agreement:

1. All wages, compensation and expenses of CGD or the Academy including but not limited to those for the Superintendent, Treasurer, assistants, administrators, clerical staff, teachers, fitness staff, and janitorial services;

2. Workers' compensation, Directors and Officers coverage or other insurance including, but not limited to, any necessary comprehensive or premises liability insurance;

3. All costs to accomplish the obligations of CGD pursuant to Article III above;

4. Attorney fees necessitated by the obligations of CGD pursuant to the Agreement;

5. All other costs allocated to CGD in this Agreement;

6. CGD office expenses and supplies;

7. The cost of all services of the Sponsor, if any;

8. Mortgages for facilities purchased for use by the Academy;

9. Leases or subleases for equipment and the Academy offices or facilities; and

10. Travel, lodging and other expenses incurred pursuant to services rendered by CGD.

The above expenses to be covered by CGD are, however, subject to the payment provisions of Article VI, part A above.

C. **Expenses to be covered by the Academy.** The Academy shall be responsible from its Board Reserve, for payment of the following costs and expenses:

1. Compensation, if any, of Board members of the Academy;

2. Expenses for fund raising and grant writing accomplished by the Academy; and

3. Such other expenses for the benefit of the School at the Board's discretion.

4. If, for any reason, the school should close, or CGD is terminated as set forth herein, all assets purchased with public dollars, as well as unused public funds shall be turned over to the School Board.

D. **Other Schools.** The Academy acknowledges that CGD may enter into and
has entered into similar management agreements with other public charter schools. **CGD** shall maintain separate accounts for the **School** and shall only allocate to the **School** the expenses incurred on its behalf. If **CGD** incurs expenses which are not able to be precisely allocated, then **CGD** shall allocate such expenses among all charter schools it manages on a prorated basis, based upon the number of students enrolled or upon such other equitable basis acceptable to the parties.

E. **Financial Reporting of **CGD.** CGD shall provide the School's Board with:
   1. a proposed and projected annual budget prior to opening each fiscal year;
   2. statements of all revenues received with respect to the **Academy**, and statements of all direct expenditures for services rendered to or on behalf of The Academy;
   3. consultation on annual audits in compliance with state law and regulations showing the manner in which funds are spent for the **Academy**;
   4. reports on School operations and finances on a quarterly basis and other information on a reasonably requested basis to enable the Board to monitor the performance of the **School**;

F. **Financial Reporting of the Academy.** The **Academy** shall provide **CGD** with statements of all funds received by the **Academy** from grants applied for by the **Academy**, donations or endowments and statements of all expenditures and investments made with such funds, as well as with the Board Reserve funds.

G. **Loans.** Either party, the **Academy or CGD**, or any other charter school managed by **CGD** may make loans to the other provided such loans are documented and approved by all parties to the loan.

H. **Academy Responsibilities.** Subject to the payment provisions in Article VI, Section A herein, the **Board** shall (a) have ultimate responsibilities for all revenues of the **School** and (b) be solely accountable for use of the Board Reserve and (c) approve and oversee all budgets, amendments, and financials of the **Academy**. The **Board** has primary responsibility to authorize and oversee federal grants and appoints PA as its administrator of such grants.

**ARTICLE VII**
**ADDITIONAL PROGRAMS**
The services provided by CGD to the Academy under this Agreement consist of all management responsibilities during the school year and school day. This is a total performance Agreement. CGD may recommend or establish additional programs including, but not limited to, parent, adult, or community education and pre-kindergarten, on such terms and conditions as CGD determines beneficial to the School. The Academy shall be ultimately responsible for obtaining the written consent of the sponsor when any change requires such consent, however, CGD may assist in gaining such consent.

ARTICLE VIII
TERMINATION OF AGREEMENT WITH CAUSE

A. Termination by CGD. CGD may terminate this Agreement with cause, prior to the end of the term specified in Article I, or during any extended or renewed term under or under the Contract, in the event that the Academy fails to remedy a material breach of this Agreement within ninety (90) days after written notice from CGD. A material breach may include, but is not limited to, failure to make payments to CGD as required by this Agreement, failure of the State of Florida to adequately fund the operations of the School, or the Academy’s failure to adhere to the personnel, curriculum, program or similar material recommendations of CGD.

B. Termination by the Academy. The Academy may terminate this Agreement after prior written notice to CGD, upon the occurrence of any of the following:

1. Effective the date the Academy is to cease operations if the Academy shall cease to be approved by the sponsor as an Florida Charter School and the Academy or CGD cannot secure another sponsor; or

2. Upon sixty (60) days prior written notice, in the event that CGD shall be convicted of a felony or fraud, gross negligence, or other act of willful or gross misconduct in the rendering of services under this Agreement; or

3. In the event that CGD fails to remedy a material breach of its duties or obligations under this Agreement within six (6) months after written notice of the breach is provided to CGD by the Academy, if CGD has failed to cure such breach during the first three (3) months of the notice period.

C. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement and if the parities are unable or unwilling to renegotiate the terms within ninety (90) days after the notice, the party requiring the renegotiation may terminate this
Agreement on upon thirty (30) days further written notice.

D. **Transfer of Materials and Duties.** If this Agreement is terminated pursuant to this Article, **CGD** will cooperate with the **Academy**, Lee County and Schools, and any other necessary authority to insure that all assets, materials, and property owned by the **Academy** are retained by the **Academy** or Lee County Schools. **CGD** will take all steps necessary to transfer all records, financial information and any other relevant information to the **Academy** and/or Lee County, and will, in the event the **Academy** enters any agreements for services similar to that set forth in this Agreement, provide all necessary information to that entity. During any such transfer, **CGD** will not take any action to jeopardize the current and future funding of the **Academy**. **Furthermore, CGD agrees to return all property purchased with public funds, as well as any unused public funding to the School to assure that the School is able to operate if CGD is terminated as set forth herein. For the purposes of this section, any and all public funds advanced to CGD by the School to pay for materials or pay for expenses shall be immediately returned to the School upon termination.**

**ARTICLE IX**
**PROPRIETARY INFORMATION**

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by **CGD** or persons employed by **CGD**, the **Academy** agrees that **CGD** shall own all copyright, trademark, licensure, royalty or other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by **CGD**, its employees, members, Board of Directors, officers or subcontractors. The **Academy** shall have the right to use such materials at the discretion of **CGD** during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by the **Academy**, the **Academy** shall have the sole and exclusive right to license such materials for use by other schools, districts, public schools, customers or other persons or entities or to modify and/or sell materials. The **Academy** shall treat any proprietary information owned, designed, developed, written or created by **CGD** as though it were a trade secret or protected by copyright, and shall use reasonable efforts, and at least the same care that it uses to protect its own confidential information of like importance, and other efforts as may be reasonably requested by **CGD** in writing from time to time to refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. The **Academy** shall require that no **School** personnel or agent disclose, publish, copy,
transmit, modify, alter or utilize the propriety information of CGD, to the extent consistent with the STATUTE and/or the educational obligations of the Academy.

ARTICLE X
INDEMNIFICATION

The Academy covenants and agrees that it will indemnify and hold CGD, and all of its officers, Board of Directors, members, agents, and employees harmless for any claims, losses, damages, costs, charges, expenses, liens, settlements of judgments, including interest thereon, whether to any person, including employees of CGD, or property of both, by reason of any negligence or omission on the part of the Academy.
ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

This Assignment and Assumption of Agreements ("Assignment"), is entered into as of October 23, 2013 (the "Effective Date"), by and between Celerity Global Development, a California nonprofit public benefit corporation ("Assignor"), and Celerity Florida Group, Inc., a Florida not-for-profit corporation ("Assignee").

RECITALS

A. Assignor is a California nonprofit public benefit corporation whose charitable purposes include to promote, support, benefit, replicate, develop, administer, guide and carry out the purposes of public charter schools.

B. Assignee is a Florida not-for-profit corporation that was formed to function as a Florida affiliate of Assignor, to manage, assist and support non-profit public charter schools in Florida.

C. On July 29, 2013, Assignor entered into that certain Assignment and Assumption Agreement (the "Original Assignment Agreement") with EdVantages aka EdVantages Academies, an Ohio nonprofit corporation licensed to do business in Florida ("EdVantages"), under which EdVantages assigned to Assignor its obligations and rights to operate the Bonita Springs Preparatory and Fitness Academy, Cape Coral Preparatory and Fitness Academy, and Fort Myers Preparatory and Fitness Academy charter schools in Florida (collectively, the "Charter Schools");

D. As part of the Original Assignment Agreement, Assignor entered into management agreements with each of the Charter Schools effective August 1, 2013 ("Management Agreements"), attached hereto as Exhibit A;

E. Article XII, Section H, of the Management Agreements permit Assignor to assign its rights and obligations under the Management Agreements to an affiliate of Assignor without the consent of the Charter Schools or the School Board of Lee County, which sponsors the Charter Schools; and

F. Assignor now desires to turn over operation of the Florida Charter Schools to Assignee, and to assign, transfer and convey to Assignee all of Assignor's rights, obligations and interest in and under the Management Agreements.

NOW, THEREFORE, in consideration of the promises set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns, transfers, conveys and delivers the Management Agreements to Assignee, and Assignee hereby accepts such assignment and agrees to assume performance of all terms, covenants, and conditions occurring or arising under the Management Agreements.

2. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to timely discharge, perform and to be bound by all of the terms of the Management Agreements to the same extent as if Assignee had been the original party thereto.

3. Release of Assignor. This Assignment shall release Assignor from any and all liabilities and obligations under the Management Agreements on and after the Effective Date.
4. **Effect.** Except as set forth in this Assignment, the Management Agreements are unchanged and remain in full force and effect pursuant to their terms.

5. **Successors.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

6. **Miscellaneous.** This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures to this Assignment shall count the same as originals.

IN WITNESS WHEREOF, this Assignment has been executed by the undersigned as of the Effective Date first above written.

ASSIGNOR:

Celerity Global Development, a California nonprofit corporation.

By: [Signature]
Name: Miguel Portillo
Title: Chief Financial Officer

ASSIGNEE:

Celerity Florida Group, Inc., a Florida not-for-profit corporation

Name: Vielka Mcfarlane
Title: Chief Executive Officer
Contract between School and Transportation Service Provider
This agreement made and entered into this 8th day of April, 2015 by and between Cape Coral Performance and Fitness Academy (Customer) and A&S Transportation, Inc. (Contractor).

WITNESSETH: that and for and in consideration of the payments and agreements mentioned hereinafter:

1. Contractor will supply transportation services for Customer.

2. The term of this agreement shall be from April 9, 2015 through June 30, 2018. This agreement may be renewed for two (2) additional two-year periods upon mutual agreement of both parties.

3. The Contractor agrees to supply services at the prices provided. Customer shall pay the contractor the total of $327.00 per bus per school day (base price), and adjust for inflation in accordance with Section 4. Air conditioning is available for an additional $25/day and video recording equipment for route buses will be included at no additional fees. Payment for service is due within 15 days of invoicing. Field trips will be billed at $55/hour.

4. Beginning on July 1st, 2016 and annually thereafter, Contractor's compensation for all services shall be subject to an automatic inflation adjustment as follows: The amounts shall be increased by the greater of (!) two percent or (2) Consumer Price Index (CPI-U, U.S. City Average, All Items less Food and Energy) during the most recent twelve (12) month period for which published figures are then available from the U.S. Department of Labor.
5. All time limits listed in the contract documents are of the essence in the performance of this agreement.

6. **Assignment:** This agreement may not be assigned except at the written consent of Customer. And if assigned, shall extend and be binding upon the successors and assigns of the Contractor.

7. **Governing Law:** This agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to the venue in Collier County, Florida for any litigation pertaining to this contract. In the event there is litigation pertaining to this agreement, the prevailing party shall be entitled to a reasonable attorney's fee.

8. **Amendments:** No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.

9. **Indemnity:** Contractor shall indemnify and hold harmless Customer, its officer(s) and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and any persons employed or utilized by the Contractor in the performance of this contract.

10. **Equipment:** The Contractor will use equipment meeting all local, state, and federal guidelines, including inspection and maintenance of said equipment. Vendor acknowledges that as a Public Charter School, the School has an obligation to have a plan for inspection and maintenance of school buses used to transport its students. Furthermore, the Department of Education may inspect or have
inspected any bus to ensure that it meets these requirements and the requirements of Florida School Bus Specifications. Therefore, it is imperative that the School be provided with any and all service and inspection records for each bus used for the School. The records must be maintained and kept by the School to satisfy any requests made by the State or the Sponsor to inspect same. The failure to deliver the records timely will constitute a breach of this contract and permit the School to terminate same as well as withhold any outstanding payments for services.

11. **Insurance:** The Contractor will maintain One Million in liability insurance as required by local, state, and federal guidelines and will name Customer as additional insured on said policy.

12. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. **Termination:** If the Contractor defaults in its performance under this agreement they will be provided written notice of the default. If the default has not been remedied thirty (30) days after written notice of the default, Customer may terminate the contract by giving (30) days written notice. Contractor may terminate contract only for breach of payment, providing no less than 30 days written notice to Customer. Customer may cure such breach during the required notice period and upon doing so, the agreement shall remain in full force and effect.
14. **Disclaimer:** The Contractor shall not be held responsible for non-performance due to Acts of God, War, Terrorism, or Severe Economic Occurrence.

15. **Surcharges:** Prices provided in the contract are subject to change due to increased fuel cost. Prices quoted are valid until the cost per gallon exceeds $3.34 at that time a 5% temporary fuel surcharge will be implemented. In the event the price of diesel goes above $4.10 per gallon the surcharge will increase another 5%. In the event the price of diesel goes above $5.35 per gallon the surcharge will increase another 5%.

16. **Jessica Lunsford Act Compliance:** Upon engagement, the Contractor shall cause its employees who will perform the services contemplated in this Agreement to undergo background screening by filing with the district school board for the school district in which the school is located, a complete set of fingerprints will be taken by an authorized law enforcement agency or an employee of the school or school district who is trained to take fingerprints. Contractor shall pay any and all costs to conduct background screenings for their employees. Contractor shall not begin provision of services until a satisfactory fingerprint process and background screening has concluded.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement on the date last signed as below written.

Signature: [Signature]
Typed Name: [Typed Name]
Title: [Title]
Date: [Date]

WITNESS: [Signature] [Name]
ATTEST:

State of ________________
County of ________________

The foregoing instrument was acknowledged before this ______ day of ______, ____________
by ______________________
who is personally known to me OR produced ______________________ as identification.

________________________
Signature of Notary

A&S TRANSPORTATION

Signature: ________________
Typed Name: Daniel Stephe
Title: Vice President
Date: 09/06/18
(SEAL/STAMP)