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Sent Via certified & Electronic Mail

October 22, 2014

Dr. Norman Johnson
Governing Board Chair
The Obama Academy for Boys 5431
539 Centennial Lane
Atlanta, Georgia 33013

Dear Dr. Johnson:

On October 21, 2014, The School Board of Broward County, Florida, authorized me to provide notice to The Red Shoe Inc., d/b/a Urban Academy (The Obama Academy for Boys, 5431, "Charter School") of the proposed termination of its Charter School Agreement. This letter constitutes written notice pursuant to Section 1002.33(8)(b), Florida Statutes, of the proposed termination of the Charter School.

The Charter School is currently operated under a Charter School Agreement executed on May 1, 2012 between the Sponsor and The Red Shoe, Inc. d/b/a Urban Academy ("Red Shoe"). On May 1, 2012, The Red Shoe Inc., d/b/a Urban Academy, (The Obama Academy for Boys, 5431) entered into a Charter School Agreement that became effective on July 1, 2012 to cover a term of five-years commencing on July 1, 2012 and ending on June 20, 2017. At the request of the Charter School, that Charter School Agreement was subsequently revised by a First Amendment to Charter School Agreement to relocate its Charter School and co-locate with The Red Shoe Charter School for Girls – 5434, for the 2012-2013 school year.

On June 24, 2014, the Charter School Agreement was revised by a Second Amendment to the Charter School Agreement to relocate its Charter School for the 2013-2014 school year and subsequent years.

Section 1002.33(8), Florida Statutes, is entitled "Causes for Nonrenewal or Termination of Charter" and states in pertinent part as follows:

- (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.
2. Failure to meet generally accepted standards of fiscal management.
3. Violation of law.
4. Other good cause shown.

The Sponsor proposes to terminate the Charter School Agreement between the parties for violation of law and good cause shown due to (a) the Charter School's educational performance failures in the areas of Reading, Exceptional Student Education, English for Speakers of Other Languages, Teacher Records and Grading Procedures; and (b) the Charter School's failures in fiscal management. These grounds for the proposed termination are described hereafter in reasonable detail as required by Section 1002.33(8)(b), Florida Statutes.

A. Educational Performance - Reading

Section 1002.33(7)(a)(2)(a), Florida Statutes, provides as follows:

(7) 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:

* * *

(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.

* * *

(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.

* * *

In addition to the Charter School's statutory reading obligations, Sections 2.D.1.a, 3.J and 5.A.7 of the Charter School Agreement between the parties provide as follows:

Section 2.D.1.a: **Grounds for Good Cause:** "Good cause" for termination or non-renewal shall include, but not be limited to, the following:

* * *

(1) a failure by the School to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research.

* * *

Section 3.J: **Reading Plan** The School agrees to adopt and implement the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternative FLDOE-approved core-reading plan. The School shall provide to the Sponsor any alternative FLDOE-approved core reading plan in its entirety.

* * *

Section 5.A.7: **Reading Allocation:** If the School does not comply with the core reading plan requirements specified in this Charter, the funds that would have been allocated to the School, by the State and/or sponsor for reading, shall remain with the Sponsor to serve low performing district schools pursuant to the K-12 Comprehensive Research-Based Reading Plan Guidelines.

Educational Performance Failures - Reading

1. The Charter School failed to provide its Reading Plan for the Sponsor's review which constitutes a material breach of Section 3.J of the Charter School Agreement which is stated heretofore.

As documented in the FLDOE K-12 Comprehensive Research-based Reading Plan Database, the Charter School opted out of the K-12 Comprehensive Research-based Reading Plan for 2012-2013. The Charter School failed to submit an alternative FLDOE-approved core reading plan in its entirety to the Sponsor as required in the Charter School Agreement.

Section 6A-6.053(5)(d), Florida Administrative Code, is entitled "Comprehensive Research-Based Reading Plan" and states as follows:

(5) Charter schools must be given the opportunity to participate in the district plan, but may opt not to participate. Charter schools that choose to participate in the plan must meet the requirements outlined in the District K-12 Comprehensive Reading Plan; however, they may meet

these requirements through methods that differ from those in the district plan. One plan must be submitted for each district that includes charter schools that choose to participate. The district will maintain documentation of the following:

- (a) District's offer of invitation to charter schools to participate in the plan;
- (b) District's assurance that they will monitor charter schools for fidelity to the plan;
- (c) Charter school's agreement to implement the plan with fidelity or charter school's decision not to participate; and
- (d) Charter school's agreement to be monitored by the school district for fidelity to the plan.

As with any school in the district, charter schools are subject to the district prioritization of funds based on school need and do not receive a set amount of funding through the reading allocation based upon their student enrollment. If the charter school declines to participate, the funds that would have been directed to the school remain in the district to serve low performing schools.

Section 1002.33(6)(a)(4), Florida Statutes, states as follows:

Charter school applications are subject to the following requirements:

- (a) A person or entity wishing to open a charter school shall prepare and submit an application on a model application form prepared by the Department of Education which:

* * *

- (4) Describes the reading curriculum and differentiated strategies that will be used for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level. A sponsor shall deny a charter if the school does not propose a reading curriculum that is consistent with effective teaching strategies that are grounded in scientifically based reading research.

* * *

The Charter School was required to maintain a Reading Plan that aligned to the K-12 Comprehensive Research-based Reading Plan as agreed to when it accepted Reading Allocation funds, including a requirement that the Charter School's Reading Plan must align with Common Core State Standards (CCSS) and Next Generation Sunshine State Standards (NGSSS).

Although the Charter School opted-in to the District's K-12 Comprehensive Research-based Reading Plan for the 2013-2014 school year, based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure from the 2013-2014 school year to provide evidence that the Charter School is following the requirements of an approved reading plan.

2. The Charter School is in material breach of the Charter School Agreement due to its failure to demonstrate compliance with CCSS or NGSSS standards in violation of Sections 1002.33(6)(a)(2) and 1002.33(7)(a)(2)(a), Florida Statutes, and Section 6A-6.054(2), F.A.C.

Section 1002.33(6)(a)(2), Florida Statutes, states as follows:

(6) Charter school applications are subject to the following requirements:

(a) A person or entity wishing to open a charter school shall prepare and submit an application on a model application form prepared by the Department of Education which:

* * *

(2) Provides a detailed curriculum plan that illustrates how students will be provided services to attain the Sunshine State Standards.

* * *

Section 1002.33(5)(b)(1)(a), Florida Statutes, in pertinent part, states that “[t]he sponsor shall monitor and review the charter school in its progress toward the goals established in the charter.

The Sponsor has observed no evidence of compliance with NGSSS or CCSS standards by the Charter School. NGSSS compliance must be evident across grade levels provided by the Charter School and all content areas as required by Florida Department of Education. CCSS compliance must be evident across Grades K-2 and all content areas as required by Florida’s Common Core State Standards Implementation Timeline.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure from the 2013-2014 school year to provide evidence that the Charter School is compliant with the required Florida Standards for all grade levels.

3. The Charter School is in material breach of the Charter School Agreement due to its failure to provide reading in violation of Sections 1002.33(6)(a)(2) and (4) and 1002.33(7)(a)(2)(a), Florida Statutes, which are set forth heretofore. The Charter School has also failed to meet its obligations under Section 1002.33(7)(a)(3), Florida Statutes, which provides as follows:

(7) 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:

* * *

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.

* * *

In addition, the Charter School has failed to meet its obligations under Section 6A-6.054(2), Florida Administrative Code, which states as follows:

(2) Middle School Assessment, Curriculum, and Instruction.

(a) Pursuant to Section 1003.4156, F.S., middle school students who score at Level 1 on FCAT Reading are required to complete an intensive reading course. Those students who score at Level 2 must be placed in an intensive reading course or a content area reading intervention course.

(b) Middle school students who score at Level 1 or Level 2 on FCAT Reading and have intervention needs in the areas of decoding and/or text reading efficiency must have extended time for reading intervention. This extended time may include, but is not limited to, students reading on a regular basis before and afterschool with teacher support, or for students two or more years below grade level a double block of reading to accelerate foundational reading skills. The teacher must have the Reading Endorsement or Certification in Reading (Grades K-12). Teachers of sixth grade students may be certified in Elementary Education. In addition, these students must be served by teachers with evidence of success, as determined by the district. Classroom infrastructure (class size, materials, etc.) must be adequate to implement the intervention course. This intervention course should include on a daily basis:

1. Whole group explicit instruction;
2. Small group differentiated instruction;
3. Independent reading practice, utilizing classroom library materials, monitored by the teacher;
4. Integration of Next Generation Sunshine State Standard (NGSSS) benchmarks specific to the subject area if blocked with the intensive reading course (biology, world history, etc.);
5. A focus on informational text at a ratio matching FCAT; and

6. Opportunities for accelerated achievement in order to facilitate efficient reading and deeper understanding of grade level texts.

(c) Districts must establish criteria beyond FCAT for placing students into different levels of intensity for reading intervention classes to meet individual instructional needs of students. Districts must determine if students have an instructional need in decoding and text reading efficiency through the use of assessments and must identify benchmark criteria for placement of students requiring additional instructional time in reading intervention. Examples include data from screenings, progress monitoring and diagnostic assessments already in use in the district, as well as teacher recommendation. Schools must diagnose specific reading deficiencies of students scoring at Level 1 and Level 2 on FCAT Reading.

(d) Districts may serve Level 2 students who do not need instruction in decoding and text reading efficiency in content area classes through a content area reading intervention. Teachers of these classes must complete the one hundred fifty (150) hour Content Area Reading Professional Development (CAR-PD) package, have the Reading Endorsement or Certification in Reading (Grades K-12), or complete the Next Generation Content Area Reading Professional Development (NGCAR-PD). In addition, these students must be served by teachers with evidence of success, as determined by the district. Classroom infrastructure (class size, materials, etc.) must be adequate to implement the content area reading intervention course. This intervention course should include on a daily basis:

1. Whole group explicit instruction;
2. Small group differentiated instruction;
3. Independent reading practice, utilizing classroom library materials, monitored by the teacher;
4. Integration of NGSSS benchmarks specific to the subject area (biology, world history, etc.);
5. A focus on informational text at a ratio matching FCAT; and
6. Opportunities for accelerated achievement in order to facilitate deep understanding of reading of grade level texts.

(e) Schools must progress monitor students scoring at Level 1 and 2 on FCAT Reading a minimum of three (3) times per year. This includes a baseline, midyear, and an end of the year assessment.

(f) End-of-year assessments should be used to determine specific areas of student reading difficulty and reading intervention placement.

(g) One of the following courses as listed in the Course Code Directory incorporated in Rule 6A-1.09441, F.A.C., must be used to provide reading intervention to all middle school Level 1 students and those Level 2 students not being served through a content area reading intervention course (all courses require Reading Endorsement or Certification in Reading (Grades K-12):

1. 1000000 M/J INTENSIVE LANGUAGE ARTS
2. 1000010 M/J INTENSIVE READING
3. 1000020 M/J INTENSIVE READING & CAREER PLANNING
4. 1002181 M/J DEVELOPMENTAL LANGUAGE ARTS THROUGH ESOL (Reading)
5. 7810020 READING: 6-8

The Sponsor observed no evidence that demonstrated that reading instruction occurred in Grades 6 – 8 at the Charter School or that established the conduct of Intensive Reading classes at the Charter School. Furthermore, the Charter School failed to ensure the proper placement of its FCAT Level 1 and 2 students in intensive reading/reading coursework and failed to have placement criteria and student data available at all times.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure from the 2013-2014 school year to provide evidence that the Charter School is providing reading intervention for all Level 1 and 2 students as required in statute.

4. The Charter School is in material breach of its Charter School Agreement as its teacher certification binder was not kept up to date and lacked verification of teacher certification and/or endorsement requirements for reading teachers of record for Grades 7 and 8 in violation of Sections 6A-6.054(2)(a), (b), (d) and (g), Florida Administrative Code. The Charter School failed to provide the required detailed curriculum plan, the appropriate reading curriculum and differentiated strategies and specialized instruction in reading as required by Sections 1002.33(6)(a)(2) and (4) and (7)(a)(2)(a), Florida Statutes.

Each reading teacher of record at the Charter School for Grade 6 was required to be either elementary education certified or hold certification or endorsement in reading. Each reading teacher of record at the Charter School for Grades K-5 was required to be elementary education certified.

5. The Charter School is in material breach of its Charter School Agreement as it failed to enter each of its students into Virtual Counselor and TERMS databases, which is a violation of the Charter School Agreement. Section 3.E of the Charter School Agreement states that “[d]ue to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading procedure that is consistent with the Sponsor’s current records and grading procedures.” In addition, the Charter School failed to make student achievement data available at all times via TERMS and Virtual Counselor for every student at the Charter School, a violation of Section 3.E of the Charter School Agreement. Although minimal student data was provided on-site, that information was not specific to the request. Student grades were not entered into the system for each marking period and students were not receiving report cards from the school. The grades that were provided for the students had not been properly entered into the TERMS database for reporting.

6. The Charter School is in material breach of its Charter School Agreement as it failed to provide lesson plans for teacher use during instruction in violation of Section 3.J of the Charter School Agreement. As documented in the FLDOE K-12 Comprehensive Research-based Reading Plan Database, the Charter School opted out of the K-12 Comprehensive Research-based Reading Plan for 2012-2013. The Charter School failed to provide an alternative FLDOE-approved core reading plan in its entirety to the sponsor as required in Charter School Agreement. The Charter School also failed to develop lesson plans that satisfied the requirements of Sections 1002.33(6)(a)(4) and 1002.33(7)(a)(2)(a), Florida Statutes, and of Section 6A-6.054(2)(a) and (b), Florida Administrative Code. As the Charter School failed to provide lesson plans, it is unclear that its educational programs adhered to state requirements in the areas of literacy, reading instruction and intensive reading.

B. Educational Performance – Exceptional Student Education

The Charter School is in violation of Section 4.H.3 of the Charter School Agreement which pertains to Exceptional Students, is entitled “The School’s Responsibilities” and states as follows:

The School shall make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School’s expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(1), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor’s Special Programs and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the students Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy and counseling) must be provided by the School staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student’s educational plan.

Section 6A-6.03028(3)(h)(4), Florida Administrative Code, requires each Exceptional Student’s IEP to include “a statement of the classroom accommodations, modifications or supports that will be provided for the student to advance appropriately toward attaining the annual goals; to be involved and progress in the general curriculum; to participate in extracurricular and other nonacademic activities; to be educated and participate with other students with disabilities and nondisabled students in the activities described in this section.”

Section 6A-6.03028(3)(m), Florida Administrative Code, is entitled “IEP implementation and Accountability” and states as follows:

The school district or other state agency that provides special education either directly, by contract, or through other arrangements, is responsible for providing special education to students with disabilities in accordance with the student's IEP.

The Charter School failed to meet the requirements of Special Programs and Procedures for Exceptional Students Part II, Section D, 8e and Local Education Agency Agreement Standards 2.15 and 4. Local Education Agency Agreement Standard 2.15 provides that the LEA "ensures services documented on each student's IEP are being provided." Local Education Agency Agreement Standard 4 is entitled "Monitoring and Implementation of IEPs" and states:

"The LEA provides or supervises the provision of specially designed instruction to meet the unique needs of children with disabilities. The LEA ensures the Implementation of each student's IEP. A variety of methods for assessing and evaluating performance is utilized."

During classroom visits conducted on March 6, 2013, the Charter School failed to provide lesson plans with documented accommodations provided to students with disabilities. The Charter School has failed to document that each student with disabilities is being provided ESE services required by her/his IEP through a support facilitator's log, a calendar or other appropriate documentation. The Charter School's lack of adequate lesson plans, teacher logs or other documentation fails to demonstrate that classroom and assessment accommodations are being implemented, that ESE students are being provided FAPE, or that a program has been designed for the students' advancement toward achievement of annual goals while being provided the general curriculum in the least restrictive environment.

The Charter School's contractual obligations relative to Exceptional Student Education ("ESE") are detailed in Section 4.H.3 of the Charter School Agreement described above and Section 4.H.3.a of the Charter School Agreement, which states in pertinent part as follows:

IEP Meetings. The School will develop an Individual Education Plan (IEP) and conduct an IEP meeting with the student's family for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in all IEP meetings (including initial staffing and annual IEP review meetings) at the School and will provide the Sponsor at least two (2) weeks prior notice of such meetings accompanied by a copy of the Parent Participation Form, by mail or given in person. The Sponsor will provide a Staffing Specialist to serve as the Local Education Agency (LEA) when the IEP meeting is considering an initial placement, a change in placement, a dismissal from a program or a change in personnel assignments or reassignments. The Sponsor will be responsible for the review of the Matrix of Services form following the completion or revision of an IEP. The Sponsor will make final determinations of the Matrix of Services scores. If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the School will take steps to secure another placement for

the student in accordance with federal and state mandates. The School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

Educational Performance Failures – Exceptional Student Education

1. The Charter School is in material breach of the Charter School Agreement as it failed to retrieve ESE Folders from prior schools, a violation of Section 4.H.3 of the Charter School Agreement; Special Programs and Procedures for Exceptional Students Part I, Section E, 1; and Section 6A-6.0334(3)(a), Florida Administrative Code. The retrieval of ESE Folders is necessary to facilitate the transition of an exceptional education student to a new school and to ensure that the new school in which the child enrolls takes reasonable steps to promptly obtain the student's records including the IEP or EP and supporting documents and any other records relating to the provision of special education or related services to the child. When an exceptional education student enrolls in a new school and had an IEP or EP in effect in a previous district school, the receiving school, in consultation with the parent(s), will provide a free and appropriate education (FAPE) to the student comparable to the program described in the child's IEP or EP from the previous school until the receiving school either adopts the current IEP or develops, adopts and implements a new IEP or EP. The Charter School failed to make ESE folders for its students with disabilities available to the Sponsor for review. The Charter School failed to obtain the supporting documents for its ESE Students which may include psychological reports, psycho-social reports, behavioral data and RtI information which is not available on the electronic IEP system, but is crucial in the provision of appropriate educational services and support for the Charter School's students with disabilities.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to retrieve ESE Folders from prior schools. Only three (3) of the 15 were provided.

2. The Charter School is in material breach of its Charter School Agreement as it failed to assign a case manager in Easy IEP to every ESE Student in violation of Section 1003.576, Florida Statutes, which states that "The Department of Education must develop and have an operating electronic IEP system in place...and must include input from Districts currently developing or operating electronic systems." In addition, the Charter School is required by Section 6A-6.03411(3)(a), Florida Administrative Code, to designate a staff member:

...to serve as administrator of exceptional student education who shall be responsible for the following:

1. Coordinating all school district services for exceptional students;
2. Ensuring that parents have been appropriately informed of their student's eligibility determination and their procedural safeguards in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.

3. Informing, in writing, all appropriate school personnel, including the principal, of the student's eligibility for special education and related services; and
4. Ensuring the implementation of services to exceptional students.

In order to access the electronic IEP system, known in Broward County as EasyIEP, one must have the proper credentials and access, such as the principal assigned LEA representative. Once established, it is necessary to assign the LEA Representative as the "case manager" in order to develop and manage IEPs, assessments, accommodations, services, related services, etc., to ensure a free and appropriate public education (FAPE) for students with disabilities. As of February 7, 2013, the Charter School had failed to assign a case manager for two out of seven ESE students.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide a case manager for each ESE student on EasyIEP. At the time of review, 15 out of 15 students did not have case managers.

3. The Charter School is in material breach of its Charter School Agreement as it failed to conduct IEPs by the annual date in violation of Section 4.H.3 of the Charter School Agreement and as required by Special Programs and Procedures for Exceptional Students Part II, Section D, 6, and Section 6A-6.03028(3)(f)(3), Florida Administrative Code, which states that a meeting will be held to develop, review and revise the IEP. A meeting will be held at least annually to review each IEP and as appropriate revise its provisions in accordance with all aspects of that rule. Failing to update the IEP within the annual timeframe causes the school to be out of compliance with state law and denies appropriate services to a student with disabilities. During the review conducted from February 15-19, 2013, the Charter School failed to conduct IEP meetings within the prescribed timeframe. One IEP out of seven was out of compliance and an additional two out of four IEPs examined were conducted after the mandated annual IEP anniversary date.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed conduct IEP meetings within the prescribed timeframe.

4. The Charter School is in material breach of its Charter School Agreement as it failed to complete Reevaluation Plan meetings by the triennial date in violation of Section 4.H.3, Special Programs and Procedures for Exceptional Students Part I, Section H, Procedures for Reevaluation, 1, B, and Section 6A-6.0331(7)(b), Florida Administrative Code, which provides that "a reevaluation may not occur more than once in a year, unless the parent and school district agree otherwise and must occur at least every three (3) years unless the parent and school district agree that a reevaluation is unnecessary." Failing to meet the 3-year reevaluation plan meeting requirement denies a student with disabilities a timely determination of whether that student continues to have a disability, a determination of current educational needs, a determination of the current academic achievement and related developmental needs of the student, a determination of whether the student continues to need special education and related services, and a determination of whether additions or modifications to the special education and related services are needed to enable the student to meet their IEP goals and participate, as appropriate in the general curriculum. As of February 17, 2013, the Charter School had failed to conduct one out of seven triennial reevaluation meetings within the prescribed timeline.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to conduct and complete the re-evaluations by the triennial due date. At the time of the review, there were three (3) out of 15 re-evaluation plans out of compliance.

5. The Charter School is in material breach of its Charter School Agreement as it failed to have the proper membership documented for IEPs in violation of Section 4.H.3 and of Special Programs and Procedures for Exceptional Students Part II, Section D, 3. The Charter School also violated Section 6A-6.03028(3)(c), Florida Administrative Code, which outlines the required members of the IEP Team consisting of the parents, not less than one (1) regular education teacher of the student, not less than (1) special education teacher of the student, a representative of the school district who is qualified to provide or supervise specially designed instruction to meet the unique needs of students with disabilities and is knowledgeable about the general curriculum and is knowledgeable about available services (the LEA Representative for the school), an individual who can interpret the instructional implications of evaluation results, and at the discretion of the parents or the school, other individuals who have knowledge or special expertise regarding the student, and, when appropriate, the student. During the review conducted from February 15 to February 19, 2013, an examination of four IEPs found that three out of the four had improper or missing IEP membership demonstrating that the Charter School had failed to have the required membership present at those IEP meetings.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to have the proper membership documented for IEPs.

6. The Charter School is in material breach of its Charter School Agreement as it failed to align the Present Level of Performance (PLP), Impact of Disability, Priority Educational Need, and Goals in violation of Contract Section 4.H.3 and in violation of Special Programs and Procedures for Exceptional Students Part II, Section D, 8a. The Charter School also violated Section 6A-6.03028(3)(h), Florida Administrative Code, and The Local Education Agency (LEA) Agreement, Standard 3 - IEP Substantive/Content Compliance, which requires the LEA to follow IEP substantive/content requirements under IDEA/Florida State Board Rules regarding content requirements and best practices for statements of present levels of performance and writing IEP goals and ensure that a continuum of program services are available to meet the individual needs of exceptional students. It is the LEA's responsibility to ensure evaluative data exists to support IEP team recommendations as to needs and services, ensure meaningful data/documentation is available for review if IEP goals and progress, and assemble evidence that the Least Restrictive Environment ("LRE") and continuum of placements was considered, all in order to assure that an appropriate IEP is written for each student with disabilities and that FAPE is provided. The review of four IEPs, conducted between February 15-19, 2013, found that the Charter School had failed to align the present level of performance, the impact of the disability, priority educational needs, and goals as three IEPs were missing assessments, data and teacher input.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of the data required to align the PLP, Impact of Disability, Priority Educational Need, and Goals.

7. The Charter School is in material breach of its Charter School Agreement as it failed to make all teachers aware of their ESE Students and the contents of those students' IEPs, PLP, Accommodations,

special considerations and goals in violation of Section 4.H.3 and of Special Programs and Procedures for Exceptional Students Part II, Section D, 13 and the Local Education Agency Agreement Standard 1, section 4, requiring a system of communication between ESE Providers and general education be established (e.g. IEP-at-a-glance, supplemental aids and services be distributed, forms to communicate need between teacher and ESE) In order for students with disabilities to receive FAPE and achieve academic gains in the least restrictive environment, it is essential for a copy of the student's IEP or an IEP-at-a-glance, with the present level of performance, supplemental aids, accommodations, test accommodations, etc., to be provided to each educational provider for that student, be it general education teacher, related service providers, and/or ESE service providers. It is necessary to develop collaborative relationship between ESE Providers, regular education providers, and school administrators. During classroom visits conducted by the Sponsor on March 6, 2013, the Charter School failed to demonstrate knowledge of its students with disabilities, teachers lacked access to the IEPs of students with disabilities or to IEP-At-A-Glance documents, and teacher comments revealed that the Charter School had not provided them with any information about their students with disabilities.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide teachers with the necessary documents/IEPs to identify ESE students within the classroom.

8. The Charter School is in material breach of its Charter School Agreement as it failed to provide IEPs and/or an IEP At-A-Glance in the classroom for teacher reference in violation of Section 4.H.3 and Special Programs and Procedures for Exceptional Students Part II, Section D, 13. In addition, the Charter School failed to comply with Section 6A-6.03028(3)(m) 1 and 2, Florida Administrative Code, which provides that "the student's IEP shall be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation" and that "all teachers and providers shall be informed of their specific responsibilities related to implementing the student's IEP and the specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP." The Charter School also violated Local Education Agency Agreement Standard 1, Section 4, which requires the establishment of a system of communication between ESE providers and general education providers (e.g. IEP-At-A-Glance, supplemental aids and services be distributed, forms to communicate need between teacher and ESE). In order for students with disabilities to receive FAPE and achieve academic gains in the least restrictive environment, it is essential for a copy of the student's IEP or an IEP-At-A-Glance, with the present level of performance, supplemental aids, accommodations, test accommodations, and the like be provided to each educational provider for that student, be it general education teacher, related service providers, and/or ESE service providers. It is necessary to develop a collaborative relationship between ESE providers, regular education providers, and school administrators. During classroom visits conducted by the Sponsor on March 6, 2013, the teachers at the Charter School were unable to identify their students with disabilities and the Charter School's teachers did not have access to the students' IEP or IEP-At-A-Glance documents.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide teachers with the necessary documents/IEPs to identify ESE students within the classroom.

9. The Charter School is in material breach of its Charter School Agreement as it failed to implement and document accommodations for ESE students in violation of Section 4.H.3 and of Special Programs and Procedures for Exceptional Students Part II, Section D, 8e. The Charter School also violated Section 6A-6.03028(3)(h)(4), Florida Administrative Code, which provides that each ESE Student's IEP will include "a statement of the classroom accommodations, modifications or supports that will be provided for the student to advance appropriately toward attaining the annual goals; to be involved and progress in the general curriculum; to participate in extracurricular and other nonacademic activities; to be educated and participate with other students with disabilities and nondisabled students in the activities described in this section." The Charter School violated Section 6A-6.03028(3)(m), Florida Administrative Code, entitled "IEP Implementation and Accountability" which provides that "the school district or other state agency that provides special education either directly, by contract, or through other arrangements, is responsible for providing special education to students with disabilities in accordance with the student's IEP." The Charter School violated Local Education Agency Agreement Standard 4, "Monitoring and implementation of IEPs," which states that "the LEA provides or supervises the provision of specially designed instruction to meet the unique needs of children with disabilities," the "The LEA ensures the implementation of each student's IEP" and that "A variety of methods for assessing and evaluating performance is utilized." The Charter School also violated Local Education Agency Agreement Standard 2.15, which states that the LEA "ensures services documented on each student's IEP are being provided." Maintaining documentation of the provision of the ESE services to fulfill the IEP of each student with disabilities through a support facilitator's log, calendar, and similar means and that classroom and assessment accommodations are implemented and documented (e.g. lesson plans, teacher log) demonstrates efforts to provide FAPE and providing for students' advancement toward meeting annual goals and being involved in the general curriculum in the least restrictive environment. During the review conducted by the Sponsor on March 6, 2013 during classroom visits, the Charter School failed to provide lesson plans or other documented evidence (EasyIEP Support Wizard, teacher logs, etc.) of the provision of accommodations to students with disabilities.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to implement and document accommodations for ESE students.

10. The Charter School is in material breach of its Charter School Agreement as it failed to provide lesson plans documenting differentiated instruction and provided accommodations for ESE students in violation of Contract Section 4.H.3, Special Programs and Procedures for Exceptional Students Part II, Section D, 8e. The Charter School violated Section 6A-6.03028(3)(h)(4), Florida Administrative Code, which provides that an ESE Student's IEP shall include "a statement of the classroom accommodations, modifications or supports that will be provided for the student to advance appropriately toward attaining the annual goals; to be involved and progress in the general curriculum; to participate in extracurricular and other nonacademic activities; to be educated and participate with other students with disabilities and nondisabled students in the activities described in this section." The Charter School violated Section 6A-6.03028(3)(m), Florida Administrative Code, entitled "IEP Implementation and Accountability" which provides that "the school district or other state agency that provides special education either directly, by contract, or through other arrangements, is responsible for providing special education to students with disabilities in accordance with the student's IEP." The Charter School violated Local Education Agency Agreement Standard 4 entitled "Monitoring and Implementation of IEPs" which requires that "the LEA provides or supervises the provision of specially designed instruction

to meet the unique needs of children with disabilities” and that “the LEA ensures the implementation of each student’s IEP” and that “a variety of methods for assessing and evaluating performance is utilized.” The Charter School violated Local Education Agency Agreement Standard 2.15, which requires that the LEA “ensures services documented on each student’s IEP are being provided.” Ensuring the provision and documentation (e.g. a support facilitator’s log, calendar, etc.) of ESE services delivered to each student with disabilities in her/his IEP and that classroom and assessment accommodations are implemented and documented (e.g. lesson plans, teacher log) demonstrates efforts to provide FAPE and for the student’s advancement toward meeting annual goals and being involved in the general curriculum in the least restrictive environment. During the classroom visits conducted by the Sponsor on March 6, 2013, the Charter School failed to provide lesson plans with documented accommodations provided to students with disabilities.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to implement and document accommodations for ESE students.

11. The Charter School is in material breach of its Charter School Agreement as it failed to provide ESE service logs in violation of Section 6A-6.03028(3)(h)(4), Florida Administrative Code, which provides that an ESE Student’s IEP must include “a statement of the classroom accommodations, modifications or supports that will be provided for the student to advance appropriately toward attaining the annual goals; to be involved and progress in the general curriculum; to participate in extracurricular and other nonacademic activities; to be educated and participate with other students with disabilities and nondisabled students in the activities described in this section.” The Charter School violated Section 6A-6.03028(3)(m), Florida Administrative Code, entitled “IEP implementation and Accountability” which provides that “the school district or other state agency that provides special education either directly, by contract, or through other arrangements, is responsible for providing special education to students with disabilities in accordance with the student’s IEP.” The Charter School violated Local Education Agency Agreement Standard 4 entitled “Monitoring and Implementation of IEPs” which states that “the LEA provides or supervises the provision of specially designed instruction to meet the unique needs of children with disabilities,” that “the LEA ensures the implementation of each student’s IEP” and that “a variety of methods for assessing and evaluating performance is utilized.” The Charter School also violated Local Education Agency Agreement Standard 2.15 which requires that the LEA “ensures services documented on each student’s IEP are being provided.” Ensuring the provision and documentation (e.g. a support facilitator’s log, calendar, etc.) of ESE services for each student with disabilities in her/his IEP and that classroom and assessment accommodations are implemented and documented (e.g. lesson plans, teacher log) demonstrates efforts to provide FAPE and providing for students’ advancement toward meeting annual goals and being involved in the general curriculum in the least restrictive environment. Prior to March 6, 2013, four of seven students’ ESE services and logged services (EasyIEP Wizard) were compared. Two of the four had no entries and the other two of the four had minimal entries. At the time of the onsite visit, the Charter School failed to provide evidence of service logs or documentation of services provided for review.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide appropriate documentation.

12. The Charter School is in material breach of its Charter School Agreement as it failed to provide data with evidence to demonstrate progress toward attaining IEP Goals in violation of the Local Education Agency (LEA) Agreement Standard 4.1 and 4.3 entitled “Monitoring and implementation of IEPs” which states “the LEA provides or supervises the provision of specially designed instruction to meet the unique needs of children with disabilities,” and “the LEA ensures the implementation of each student’s IEP” and that “a variety of methods for assessing and evaluating performance is utilized.” Standard 4.1 of the LEA Agreement assists in analyzing and reviewing data in determining appropriate ESE Services and Standard 4.3 of the LEA Agreement utilizes progress monitoring to evaluate student performance and the effectiveness of instructional programs. The Charter School and its LEA Representative are responsible for data collection occurring throughout the school year and available for analysis, instructional planning, IEP development and annual goals progress. Evidence is required of ongoing progress monitoring through regular data collection (e.g. bi-weekly, monthly, quarterly) as determined by the curriculum. During the Sponsor’s onsite visit conducted on March 6, 2013, the Charter School failed to provide data, assessments, or student portfolios for review.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of IEP goals. There was no data collection provided.

13. The Charter School is in material breach of its Charter School Agreement as the Florida Department of Education Matrix of Services for Funding under the Florida Education Finance Program do not match ESE services in the Charter School’s student IEPs in violation of Section 6A.0451(6), Florida Administrative Code, which provides that “for students in all special programs, a student’s full-time equivalent membership shall be reported in the respective special program cost factor prescribed in Section 1011.62(1), F.S. when a student is eligible and is attending a class, course or program which has met all of the criteria for the special program cost factor. In addition, when reporting program membership, each student shall be reported in the same program category as reported in the full-time equivalent membership survey.” The Charter School violated Local Education Agency (LEA) Agreement Standard 4.7 entitled “Monitoring and Implementation of IEPs” and states “the LEA provides or supervises the provision of specially designed instruction to meet the unique needs of children with disabilities,” and that “the LEA ensures the implementation of each student’s IEP” and that “a variety of methods for assessing and evaluating performance is utilized.” Standard 4.7 also requires that the Charter School “creates and updates all necessary documents and programs.” The Charter School as LEA is responsible for completing a Matrix of Services that has been developed and/or reviewed directly from the current IEP reflecting the services delineated in the IEP. The TERMS panels are to be updated taking the information from EasyIEP. The Charter School is responsible as LEA for verifying that the information is correct and true and the IEP and TERMS panels match. The full-time equivalent membership is then to be reported to the Florida Department of Education directly from this data. The Charter School failed to accurately report the ESE membership to the State of Florida. Errors resulted in financial loss of the Charter School’s ESE Guaranteed Allocation Funding for the 2012/13 school year and issuance of a corrective action notice on February 15, 2013 from the Sponsor’s ESE Department.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide current IEPs and/or IEPs At-A-Glances to reflect the required services to the students.

14. The Charter School is in material breach of its Charter School Agreement as it failed to provide instructional accommodations delivered with fidelity with a research-based curriculum in violation of Section 1002.33(7)(a)(2)(a), Florida Statutes, which states “the Charter shall insure 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” and that “the curriculum and instructional strategies for reading must be consistent with the Sunshine State Standards and grounded in scientifically based reading research.” The Charter School failed to provide evidence or documentation of specialized instruction and/or accommodations for students with disabilities for a reading program following the Sunshine State Standards and grounded in scientifically based reading research.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to implement and document accommodations for ESE students unique to the student’s needs.

15. The Charter School is in material breach of its Charter School Agreement as its FTE Funding was effected by erroneous TERMS input in violation of Section 6A.0451(6), Florida Administrative Code, which states that “for students in all special programs, a student’s full-time equivalent membership shall be reported in the respective special program cost factor prescribed in Section 1011.62(1), F.S. when a student is eligible and is attending a class, course or program which has met all of the criteria for the special program cost factor.” That rule further explains, “when reporting program membership, each student shall be reported in the same program category as reported in the full-time equivalent membership survey.” The Charter School violated Local Education Agency (LEA) Agreement Standard 4 entitled “Monitoring and Implementation of IEPs” which provides that “the LEA provides or supervises the provision of specially designed instruction to meet the unique needs of children with disabilities.” The Charter School violated Standard 4.7, which requires that it “creates and updates all necessary documents and programs.” The Charter School, as LEA, is responsible for completing a Matrix of Services that has been developed and/or reviewed directly from the current IEP reflecting the services delineated in the IEP. The TERMS panels are to be updated taking the information from EasyIEP. The Charter School, as the LEA, is responsible for verifying that the information is correct and true and the IEP and TERMS panels match. The full-time equivalent membership is then to be reported to the Florida Department of Education directly from this data. Errors by the Charter School resulted in financial loss of the school’s ESE Guaranteed Allocation Funding for the 2012/13 school year and issuance of a corrective action notice on February 15, 2013 from the Sponsor’s ESE Department. As of the Sponsor’s Onsite Programmatic Review conducted on March 6, 2013, the corrections required of the Charter School by the corrective action notice were not executed.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed update TERMS to reflect the current ESE students in attendance.

16. The Charter School is in material breach of its Charter School Agreement as it failed to fax appropriate documents into the EasyIEP fax system in violation of Local Education Agency (LEA) Agreement Standard 4.7 entitled “Monitoring and Implementation of IEPs,” which states that “the LEA provides or supervises the provision of specially designed instruction to meet the unique needs of children with disabilities,” “the LEA ensures the implementation of each student’s IEP” and that “a variety of

methods for assessing and evaluating performance is utilized.” The Charter School, as LEA, is required to create and update all necessary documents and programs. The Charter School, as LEA, is required to fax into the EasyIEP/EasyFAX system all documents with parent signatures to confirm/document and provide evidence of parent participation, consents, and acknowledgements. Upon review, the Charter School failed to fax required documents through March 2013 and no faxes were entered into the EasyIEP/EasyFAX system for the seven students with disabilities for the 2012/13 school year.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to fax the required documents into the EasyIEP system.

C. Educational Performance – English Language Learners

Section 1003.56, Florida Statutes, English Language Instruction for Limited English Proficient Students and Rules 6A-6.0900 to 6A-6.0909, Florida Administrative Code, Programs for Limited English Proficient Students, states that, “The education of limited English proficient students is tailored to the student needs through design, scheduling, instructional strategies, philosophy, or learning activities; by the identification, assessment, and the classification process. Programs for limited English proficient students shall utilize either English for Speakers of Other Languages (ESOL) or home language instructional strategies in approach; provide courses leading to English language proficiency; ensure the student’s identification and assessment, classification and reclassification; ensure access to appropriate ESOL/Home language programming and to categorical programming; ensure qualified instructional personnel and monitoring for program compliance, equal access, and program effectiveness.”

The Charter School is in violation of Section 4.H.5 of the Charter School Agreement which pertains to English Language Learners, is entitled “English Language Learners,” Section 3.C of the Charter School Agreement entitled “Data Access and Use” and Section 4.G of the Charter School Agreement entitled “Maintenance of Student Records” which states in pertinent part as follows:

Section 4.H.5: Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor’s District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator’s certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator’s certificate in another area of certification, have been approved by the School’s Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL provided by the school district in compliance with the *LULAC, et al. v. State Board of Education*

Consent Decree. The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's ELL plan in identifying ELL students and for the provisions of ESOL services.

* * *

Section 3.C: The School agrees to allow the Sponsor access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met as stated in the Charter, and as required by Sections 1008.31 and 1008.345, Florida Statutes. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade procedures that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g. staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for the aforementioned services that is not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

* * *

Section 4.G: The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including IEPs for Exceptional Students. The School shall maintain both active and archival records in Broward County, Florida, for current and former students in accordance with Florida Statutes. The School will maintain both active and archival records for current/former students in accordance with applicable federal and state laws. The Sponsor will assist the School in establishing appropriate record formats.

Educational Performance Failures – English Language Learners

1. The Charter School is in material breach of its Charter School Agreement as it failed to provide accurate and updated data on TERMS in violation of Section 3.C, which states, “The School must use the Sponsor’s student information system... The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records.” Specific data elements required for ELL students are available to schools through a variety of formats (i.e. ESOL Website, State Database Guidelines, ESOL Department Handbook, ESOL Contact Meetings, and ESOL Contact Training. As a result, the data transmitted for The Obama Academy for Boys to the state was inaccurate and out of compliance. Such infraction has an adverse impact on FTE for the school as well as the Sponsor.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide accurate and updated data in TERMS.

2. The Charter School is in material breach of its Charter School Agreement as it failed to retrieve ELLSEP folder for former Limited English proficient students (LF) in violation of Section 4.G which states that, “The School shall maintain both active and archival records for current/former students in accordance with applicable federal and state laws. Procedures for updating and maintaining records for ESOL students was explained and available through the ESOL Website, ESOL Department Handbook, ESOL Contact Meetings, and ESOL Contact Training. As a result, students were not monitored during the required two-year period after exiting the ESOL Program.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide the ELLSEP folders for the identified ELL students attending the school.

3. The Charter School is in material breach of its Charter School Agreement as it failed to complete Annual Reviews in a timely manner in violation of Section 4.H.5 which states “Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor’s District Plan for English Language Learners.” In addition, “The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor’s ELL plan in identifying ELL students and for the provision of ESOL services.” Procedures for updating and maintaining records for ESOL students were explained at ESOL trainings and were made available through the ESOL Website, ESOL Department Handbook, ESOL Contact Meetings, and ESOL Contact Training. The required assessment to update language classification was not administered while the student was enrolled at Red Shoe Charter School for Girls. As a result, there was no review or update of the ELL Student Education Plan (ELLSEP). This compliance violation is a finding that is directly tied to FTE funding.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to conduct the annual reviews in a timely fashion.

4. The Charter School is in material breach of its Charter School Agreement as it failed to provide complete Instructional Program Recommendations and the A10 Panels in the ELLSEP folder at the beginning of the school year for an active student (LY) in violation of Section 4.H.5, which states that “Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor’s District Plan for English Language Learners.” In addition, “The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor’s ELL plan in identifying ELL students and for the provision of ESOL services.” As a result, the required documentation for instructional program recommendations was not updated, and there was no plan for ensuring that the needs of the ELL student were met. This compliance violation is a finding that is directly tied to FTE funding.

5. The Charter School is in material breach of its Charter School Agreement as it failed to provide accurately maintain ELLSEP Folders. Evidence of incomplete ELLSEP folders/duplicate ELLSEPs for transfer students from other Broward County Public Schools must be addressed and procedures outlined in the ESOL Handbook followed in violation of Section 4.H.5, which states, “Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor’s District Plan for English Language Learners.” In addition, “The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor’s ELL plan in identifying ELL students and for the provision of ESOL services.” As a result, the required maintenance of permanent records was not maintained in compliance with the District ELL Plan. All required updates are to be documented in the ELL Student Education Plan (ELLSEP) annually and entered on TERMS. This procedure assures that files are appropriately maintained in the event the student moves or transfers and most importantly to ensure the needs of the ELL is met. This compliance violation is a finding that is directly tied to FTE funding.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of the ELLSEP folders.

6. The Charter School is in material breach of its Charter School Agreement as it failed to provide to follow procedures to maintain accurate documentation as outlined in the Department ESOL Handbook in violation of Section 4.H.5 which states, “Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor’s District Plan for English Language Learners.” In addition, “The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor’s ELL plan in identifying ELL students and for the provision of ESOL services.” As a result, the required documents, parent notifications, assessments results, etc., were not implemented. All required documents are provided by the ESOL Department and translated in the top three most common languages present in this District. Schools are informed of these required documents through the ESOL Website, ESOL Department Handbook, ESOL Contact Meetings, and ESOL Contact Training. Following these procedure assures that files are complete and accurate in the event the student moves or transfers and most importantly to ensure that parents have been notified of all updates and changes. This compliance violation is a finding that is directly tied to FTE funding.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of school-to-home communication in the parent's primary language.

7. The Charter School is in material breach of its Charter School Agreement as it failed to align CCSS and NGSSS across the curriculum as well as provide guidance in grading ELLs including: alternative assessments, clear expectations of daily objectives and expectations, etc., in violation of Section 4.H.5, which states, "Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners." In addition, "The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's ELL plan in identifying ELL students and for the provision of ESOL services." As a result, the ELL student did not receive instruction according to the state-approved standards. This may have a negative influence on the progress of the student's achievement.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of differentiated instruction or the implementation of ESOL strategies and/or adapted assessments.

9. The Charter School is in material breach of its Charter School Agreement as it failed to implement appropriate ESOL strategies and accommodations for ELLs in violation of Section 4.H.5 which states "Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners." In addition, "The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's ELL plan in identifying ELL students and for the provision of ESOL services." As a result, the ELL student was not provided an opportunity to receive required alternative assessments and/or accommodations. In addition, the ELL student did not receive comprehensible instruction through the use of ESOL Strategies. This may have a negative impact on the progress of language acquisition. The ESOL Strategies Instructional Matrix and addendum are made available to the School through the ESOL Website, ESOL Department Handbook, ESOL Contact Meetings, ESOL Contact Training, and Charter Principal Meetings. At the Charter Principal's meeting on February 27, 2013, the schools present were provided with *How the ELL Brain Learns* and strategies for ELLs were modeled.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of differentiated instruction or the implementation of ESOL strategies.

10. The Charter School is in material breach of its Charter School Agreement as it failed to provide evidence that teachers understand language classifications and implementation of all ESOL strategies to meet the needs of ELLs, in violation of Section 4.H.5 which states, "Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners." In addition, "The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of*

Education and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's ELL plan in identifying ELL students and for the provision of ESOL services." As a result, teachers were unable to prepare and implement lesson plans or objectives, or receive access to comprehensible instruction based on the student's language acquisition needs. This information has been made readily available through the ESOL Website, ESOL Department Handbook, ESOL Contact Meetings, ESOL Contact Training, and Charter Principal Meetings. This may have a negative impact on the progress of language acquisition.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of differentiated instruction or the implementation of ESOL strategies.

D. Educational Performance – Teacher Certification

The Charter School's contractual obligations relative to teacher certification are specified in the Charter School Agreement executed on May 1, 2012, which states in pertinent part as follows:

Section 2.D.1.a: **Grounds for Good Cause:** "Good cause" for termination or non-renewal shall include, but not be limited to, the following:

* * *

(22) any other good cause shown, which shall include without limitation, any material breach or violation by the School of the standards, requirements, or procedures on this Charter such as:

* * *

(b) The School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB)

* * *

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. Criteria developed by the SCHOOL for hiring all other staff (administrative and support staff) shall be in accordance with their educational and/or experiential backgrounds that correspond to the job responsibilities they will be expected to perform. If the School receives Title I funds, it will employ highly qualified staff. In compliance with those requirements, the School's teachers shall be certified and teaching infield and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff

members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with NCLB requirements, all teachers in core academic areas must be certified/qualified based on Florida Statutes and highly qualified as required by NCLB. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School.

Educational Performance Failures – Teacher Certification

1. The Charter School is in material breach of its Charter School Agreement as it failed to accurately report teachers of record to the Sponsor and students' parents in violation of Chapter 1012, Florida Statutes, and Section 11.D of the Charter School Agreement.

2. The Charter School is in material breach of its Charter School Agreement as it failed to employ certified teachers in violation of Section 1012.33, Florida Statutes, which requires that "each person employed as a member of the instructional staff in any district school shall be properly certified" and Section 1012.55, Florida Statutes, which requires that a "position in which the employee serves in an instructional capacity, in any public school of any district of this state shall hold the certificate required by law."

3. The Charter School is in material breach of its Charter School Agreement as it failed to timely report terminations and appointments of instructional staff in violation of Section 11.B of the Charter School Agreement.

4. The Charter School is in material breach of its Charter School Agreement as it failed to correct certification errors after repeated notice from the Sponsor in violation of Section 11.B of the Charter School Agreement. The Certification Department contacted the Charter School on numerous occasions regarding the certification errors in TERMS. Despite assistance provided to the school by the school district, the errors were not corrected. For the 2013-2014 school year the same certification concerns and non-compliance were noted.

Based on the On-Site Programmatic Review conducted on October 3, 2014, there is a continued failure for the 2013-2014 school year in that the Charter School failed to provide evidence of accurate teacher assignments and Out-of-Field waivers for teachers with ESOL students.

E. Educational Performance – Records & Grading Procedures

The Charter School's contractual obligations relative to teacher certification are specified in the Charter School Agreement executed on May 1, 2012 which states in pertinent part as follows:

Section 2.D.1.a: **Grounds for Good Cause:** "Good cause" for termination or non-renewal shall include, but not be limited to, the following:

* * *

(22) any other good cause shown, which shall include without limitation, any material breach or violation by the School of the standards, requirements, or procedures of this Charter such as:

* * *

(k) the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor.

* * *

Section 3.E: **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures.

Educational Performance Failures – Records & Grading Procedures

1. The Charter School is in material breach of its Charter School Agreement as, after receipt of notice and training, it failed to consistently enter student grades in the Sponsor's electronic data processing system (TERMS) in violation of Section 3.E of the Charter School Agreement that states, "[d]ue to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records of grading procedure that is consistent with the Sponsor's current record and grading procedures."

The Sponsor proposes to terminate the Charter School Agreement with The Red Shoe Inc., d/b/a Urban Academy (The Obama Academy for Boys – 5431) due to the Charter School's failure to meet generally accepted standards of fiscal management. These grounds for the proposed termination are described hereafter in reasonable detail as required by Section 1002.33(8)(b), Florida Statutes.

F. Fiscal Management

Section 1002.33(8)(a)(2), Florida Statutes, provides that a "Failure to meet generally accepted standards of fiscal management" constitutes grounds upon which a sponsor may choose to terminate a charter school agreement. In addition, Section 1002.33(9)(g), Florida Statutes, states the following:

"In order to provide financial information that is comparable to that reported for other public schools, charter schools are to maintain all financial records that constitute their accounting system:

1. In accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools; or

2. At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to this paragraph.

Charter schools shall provide annual financial report and program cost report information in the state-required formats for inclusion in district reporting in compliance with s. 1011.60(1). Charter schools that are operated by a municipality or are a component unit of a parent nonprofit organization may use the accounting system of the municipality or the parent but must reformat this information for reporting according to this paragraph. A charter school shall provide a monthly financial statement to the sponsor. The financial statement required under this paragraph shall be in a form prescribed by the Department of Education."

In addition to its statutory requirements regarding fiscal management, each charter school is governed by Section 6A-1.0081, F.A.C., which is entitled "Charter School and Charter Technical Career Center Monthly Financial Statements and Conditions" which states in pertinent part as follows:

The following provisions have been established to prescribe the format for a charter school or charter technical career center's monthly financial statement required by Sections 1002.33(9)(g) and 1002.34(11)(f), F.S., respectively, and to administer the requirements of Section 1002.345(4), Florida Statutes.

(1) Monthly financial statement.

- (a) A charter school or charter technical career center shall provide a monthly financial statement to the school or center's sponsor in accordance with Sections 1002.33(9)(g) and 1002.34(11)(f), Florida Statutes, respectively, that contains the following information . . .

The contract between the Sponsor and the Charter School executed on May 1, 2012, includes the following provisions relative to financial oversight and accountability:

Section 2.D.1.a: **Grounds for Good Cause**: "Good cause" for termination or non-renewal shall include, but not be limited to, the following:

- (5) a failure by the School to pay payroll taxes to the Internal Revenue Service;
- (8) the School's failure to meet generally accepted accounting principles;
- (14) the School's failure to submit to the sponsor a financial recovery plan with the appropriate supporting documentation that is determined by the sponsor to be acceptable within 30 days following a determination of financial emergency pursuant to Section 218.503, Florida Statutes.
- (22) any other good cause shown, which shall include, without limitation, any material breach or violation by the School of the standards, requirements, or procedures of this Charter such as:

- (a) the School's failure to timely submit monthly and quarterly financial reports; [and]
- (b) the School's failure to timely submit all financial statements in the format specified by the Sponsor;
- (c) the School's failure to timely submit the annual report to the Sponsor;
- (d) the School's failure to timely submit the annual financial audit as required by Section 218.39, Florida Statutes;

* * *

Section 5.F.1: **Access to Financial Records:** Upon reasonable request, the School will provide access to inspect and copy any and all financial records and supporting documentation including, but not limited to, the following items: monthly financial reports, cash receipts journals, cash disbursement journals, bank reconciliations, payroll records, general ledger account summaries and adjusting journal entries.

The Office of the Chief Auditor ("Office") made multiple visits to the Charter School requesting access to review the financial records. The Office substantiated that the Charter School failed to have a General Ledger system in place; therefore, transactions were not recorded. The Office was not provided adequate documentation to review financial transactions of the Charter School.

* * *

Section 5.H: **Monthly Financial Reports:** Pursuant to Section 1002.33(5)(b)(1)b, Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(c) and (d), Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the Florida Department of Education publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools*, the "Red Book." The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 691-73.002, Florida Statutes, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

Section 5.H.1: assets, liabilities, and fund balances for each fund type;

Section 5.H.2: the original budget as approved by the School's Governing Board;

Section 5.H.3: the current budget as approved by the School's Governing Board;

Section 5.H.4: revenues and expenditures, year-to-date, vs. budget; and

Section 5.H.5: budget to actual report

The Charter School failed to provide monthly financial statements for the period from February 2014 through August 2014. The Sponsor received the January 2014 financial statement from the Charter School; however, it contained multiple errors and was rejected. The Sponsor continues to provide monthly FTE funding of approximately \$42,000 to the Charter School, without any financial documentation on how these funds are expended. For the period from January 2014 through September 2014, the Sponsor has disbursed FTE funds totaling \$375,478.69.

* * *

Section 5.I: **Monthly Financial Data:**

The School shall implement monthly reconciliation procedures of all bank accounts. A copy of each entire bank statement, copy of cancelled checks, detailed general ledger cash accounts and supporting documentation shall be available to the Sponsor for audit review, upon request.

The Charter School failed to provide bank reconciliations to the Sponsor for review.

Section 5.J: **Quarterly Financial Reports:**

The School shall provide quarterly financial reports to the Sponsor within thirty (30) days after the close of each quarter, which schedules shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with Generally Accepted Accounting Principles. For the purposes of this section, the quarterly reporting periods will be July/August/September; October/November/December; January/February/March; and April/May/June.

The Charter School failed to provide quarterly financial statements for the period from January 2014 through June 2014. The Sponsor received the December 2013 quarterly financial statements from the Charter School; however, these contained multiple errors.

* * *

Section 5.M: **Annual and Monthly Property Inventories:**

The School's monthly financial reports submitted to the Sponsor shall include a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant, and any other public-generated funds). If designated as a high performing school such reports shall be submitted quarterly. A cumulative listing of all property valued at more than \$1,000 purchased with private funds will be submitted to the Sponsor by the School annually along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

The Sponsor received a cumulative listing of all property valued at more than \$1,000; however, the report failed to agree with the assets shown on the financial statements.

* * *

Section 5.N: Program Cost Report:

The School shall deliver to the Sponsor the School's Annual Program Cost Report for Charter Schools in the format as prescribed by the Florida Department of Education no later than August 15th of each year.

The Sponsor did not receive the Program Cost Reports for the 2012-13 and the 2013-14 fiscal years.

* * *

Section 5.O: Annual Financial Audit

. . . The annual audit shall be conducted in a manner similar to that required of the Sponsor's School District by Section 218.39, Florida Statutes, in compliance with Federal, State and District regulations showing all revenues received from all sources and all direct expenditures for services rendered and shall be provided to the Sponsor's Charter School Support Office by no later than September 30 of each year of the term of this Charter. . .

The Charter School failed to remit the F/Y 2012/2013 annual financial audit on a timely basis. The report was received two months after the deadline. The Charter School failed to remit the F/Y 2013/2014 Annual Financial Audit that was due on September 30, 2014.

Section 5.S: Deteriorating Financial Condition:

In the event the School is identified as having a deteriorating financial condition as defined by Section 1002.345, Florida Statutes, the Sponsor shall conduct an expedited review of the School and the School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with Section 1002.345, Florida Statutes.

In December, 2013, the Sponsor requested a Corrective Action Plan due to deteriorating financial conditions occurring during the 2012-13 school year. In January 2014, a Corrective Action Plan was submitted to the Sponsor and discussed with the Financial Corrective Action Committee. Specific changes were requested by the Financial Corrective Action Committee. However, after several opportunities to correct the deficiencies of the Corrective Action Plan, the Sponsor rejected the Corrective Action Plan on April 4, 2014. The reason for that decision was the lack of information requested, e.g. a valid loan agreement between the Charter School and Mr. Alston, the quality of information, e.g. the recovery plan, which lacked all financial information.

* * *

Section 5.S.1: Corrective Action Plan

The Governing Body of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan. If any Corrective Action Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan.

The Charter School's Financial Corrective Action Plan was rejected by the Sponsor.

In summary, The Red Shoe Inc., d/b/a Urban Academy (the "Charter School") has failed to provide educational services to public school students in Broward County, Florida as required under state law, the rules of the State Board of Education, and the material terms of the parties' Charter School Agreement. The Charter School failed to meet generally accepted standards of fiscal management. The Charter School has failed to correct identified deficiencies after having been provided notice of same; failed to provide timely programmatic and financial documentation to the sponsor after repeated demand; and has otherwise violated applicable state law, state rules and its Charter School Agreement as fully specified within the notification letter.

A recommendation for termination of the Charter School Agreement shall be placed on a subsequent agenda for approval of The School Board of Broward County, Florida at least ninety (90) days following your receipt of this notice. The governing board of the charter schools may, within fourteen (14) calendar days after receiving this notice, request a hearing upon the proposed termination. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. Any request provided to the Sponsor for a hearing must be accompanied by a written petition in compliance with Section 26-106.201, Florida Administrative Code.

If you require further information, please contact Jody Perry, Director Charter Schools Management/Support at 754-321-2135.

Sincerely,

Robert W. Runcie

c: Leslie M. Brown, Chief Portfolio Services Officer
Robert Paul Vignola, Deputy General Counsel
Patrick Reilly, Chief Auditor
Jody Perry, Director, Charter Schools Management/Support Department
Rhonda Stephanik, Coordinator, Charter Schools Management/Support Department
Brenda Santiago, Coordinator, Charter Schools Management/Support Department
Governing Board Members
Corey Alston, Principal, The Obama Academy for Boys 5431
Adam Emerson, Director, Office of Independent Education and Parental Choice