

**SUBMITTED TO THE SCHOOL BOARD OF BROWARD COUNTY**

**APPLICATION COVER SHEET**

Provide the name of the person who will serve as **the primary contact** for this Application. **One person** should serve as the contact for follow-up, interviews and notices regarding this Application.

**NAME OF CHARTER SCHOOL:** PBL ACADEMY HIGH SCHOOL

**NAME OF FLORIDA NONPROFIT CORPORATION THAT WILL HOLD THE CHARTER:**  
Kaizen Education Foundation

**Has the Corporation applied for 501-C3 non-profit status? Yes   X   No**

**NAME OF CONTACT PERSON:**   Yailen Julia  

**TITLE/RELATIONSHIP TO NONPROFIT:**   Board Member  

**MAILING ADDRESS:**

**TELEPHONE (day):**   786.371.6820   **CELL PHONE:**   954.441.5401  

**EMAIL ADDRESS:**   yjulia@bellsouth.net  

**NAME OF EDUCATION SERVICE PROVIDER (if any):**   N/A  

**NAME OF PARTNER ORGANIZATION (if any):**   N/A  

**The proposed school will open in the fall of school year:**   2011-12  

**Term of Charter Requested**       5 Years      

School Year	Grade Levels	Total Student Enrollment
2011-2012	9-12	550 (maximum capacity)
2012-2013	9-12	550 (maximum capacity)
2013-2014	9-12	550 (maximum capacity)
2014-2015	9-12	550 (maximum capacity)
2015-2016	9-12	550 (maximum capacity)

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocations after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the organization.

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Printed Name*

## EDUCATIONAL PLAN

### 1. MISSION, GUIDING PRINCIPLES, PRESCRIBED PURPOSES

#### **Provide the mission statement for the proposed charter school.**

The mission of PBL Academy High School is to prepare our students to function successfully in society by attaining the highest levels of academic achievement, personal accountability, civic responsibility, environmental awareness and tolerance for people from all walks of life. Our ultimate goal is to prepare our students to attend and successfully graduate from college.

PBL Academy high school will develop students who will learn continuously as our economies and communities change. The education they receive at PBL will prepare our graduates for cutting edge careers. The following beliefs have guided the design of the high school and will guide its operation once approved: (1) all students can learn; (2) students rise to the expectations that adults have of them; (3) students must have a voice in determining how they learn; (4) students have a right to expect and receive high-quality, engaging educational opportunities.

#### **Describe how the school will utilize the guiding principles found in section 1002.33(2)(a), F.S.**

The School will be organized and operated in accordance with the Guiding Principles set forth in HB55A: An Act Relating to Charter Schools, Florida Statutes, Section 1002.33(2)(a).

The School's Board of Directors will review the Guiding Principles to assure that the School will:

- Meet high standards of student achievement and provide parents a diverse educational opportunity within the state's public school system;
- Promote academic success and financial efficiency by aligning responsibility with accountability;
- Provide parents with sufficient information on their child's reading level and learning gains.

The Board of Directors accepts these Guiding Principles and will establish a school of inclusion both in the instructional programs for all students, coupled with student and school accountability to foster such standards. The Guiding Principles above will be woven into the School's program as follows:

- Maintain the inclusive nature of the public school system by enrolling all eligible students who submit an application;
- Provide an innovative and rigorous standards-based curriculum to fully develop each student's learning potential;
- Ensure appropriate placement of students as documented through the student study team process and as designated on the Individual Education Plan (IEP);
- Offer a curriculum that affords students the opportunity to be successful throughout high and after graduation;
- Cultivate the benefits of a compatible, cohesive, diverse community;
- Develop a financial manual to assure fiscal accountability;

- Conduct parent meetings and workshops, and provide the necessary documents and information to track achievement levels and progress of each child on an annual basis.

The teaching and learning strategies are designed to support academic achievement and social competence, and the PBL Academy HS will incorporate diverse educational best practices that support individual development and academic success, such as academy-wide positive behavior support systems. PBL Academy HS will also implement a systems approach to positive behavior support, applying an institution-wide behaviorally-based program that reflects research-validated practice on environments in which teaching and learning occur.

PBL Academy HS will also reflect on the social development approach that combines youth engagement activities which serve to build school and program bonds with a strong, research-supported academic curriculum, academic enrichment services, counseling, career preparation, life skills training (*financial literacy, work readiness*), and other strategies that support academic achievement and responsible youth development.

**Prescribed Purpose for Charter Schools: Describe how the school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.**

The School will be organized and operated in accordance with the Prescribed Purpose of a Charter School as set forth in HB55A: An Act Relating to Charter Schools, Florida Statutes, Section 1002.33(2)(b).

The Board of Directors will review the Prescribed Purpose for Charter Schools to assure that the School:

- Increases student achievement by providing an advanced curriculum that spirals throughout all grade levels;
- Improves student learning and raises student achievement through data-driven decision making;
- Increases learning opportunities for all students with special emphasis on students working below grade level and at-risk;
- Creates innovative, educational opportunities for all students, with special emphasis on research-based learning programs;
- Encourages the use of innovative learning methods;
- Assesses students annually and reports data to the District and State;
- Meets Adequate Yearly Progress and ensures all students perform on or above grade level;
- Reports the measurement of learning outcomes.

The Board of Directors accepts these Prescribed Purposes and will establish instructional programs for *all* students, and professional development for teachers and staff. The Prescribed Purposes above will be woven into the School's program as follows:

- Implement the Edusoft Assessment Management System will track student achievement. Edusoft will offer the school:
- Benchmark Exams module helps the teacher administer standards-aligned school-wide or

- district-wide assessment programs;
- Teacher Tools module supports teachers in monitoring daily instructional progress;
- The Curriculum Management module gives the tools to organize and communicate the curriculum, assessments, scope and sequence, pacing guides, unit plans, and instructional resources to every teacher;
- The State Analysis module provides the tools needed to analyze state assessment results across populations and over time. It will create intervention groups and compare performance of students by school, teacher, grade, gender, ethnicity, and federal, state, and district programs;
- Provide staff development for teachers and staff that focuses on student achievement.
- Provide the Ford PAS Curriculum to all students with Professional Development to all teachers

**Describe how the charter school will fulfill, if applicable, the optional purposes of charter schools found in section 1002.33(2)(c), F.S.**

The Board of Directors accepts these Optional Purposes and will establish programs to fulfill them as found in S.1002.33(2)(c), Fla. Stats. The Optional Purposes will be woven into the School’s program as follows:

- Provide an option for more individualized instruction targeted to varying learning styles;
- Provide a high quality school for students of parents traveling or working in Broward County;
- Develop an effective educational program for other schools to model;
- Work collaboratively to support schools in an effort to expand the capacity of their current educational programs;
- Prepare students to succeed in high school;
- Prepare students in post-secondary education and the workplace;
- Provide many service learning projects that will provide a career path to all students.

This high school will employ research-based Continuous Improvement processes throughout the organizational structure of the school to guarantee academic success and financial efficiencies. The six steps to implementation include:

- Administrator and faculty training in the principles and practice of continuous improvement
- Development of an implementation timeline
- Data desegregation
- Development of an Instructional Focus Calendar
- Communication to all stakeholders regarding the importance of staying focused daily on the Next Generation Sunshine State Standards and Benchmarks (SSS)
- Scheduled communication (focus groups) with all stakeholders

It will also incorporate an on-going professional development among teachers and staff in order to create engagement in the curriculum. Teachers and staff will be a part of the decision-making at the school, helping set goals, adapt focus, strategies and objectives to meet evolving student needs.

**2. TARGET POPULATION AND STUDENT BODY**

**Describe the anticipated target population to be served.**

PBL Academy HS will open the doors for 9<sup>th</sup> - 12<sup>th</sup> grade students. Our school will be preparing students to succeed in high school. We will be open to all students regardless of ESE, ELL, Drop-Out prevention or other labels. Our school will be available to all students without regard to race, ethnicity, national origin, gender, disability, or marital status; however, this is not intended to eliminate the provisions of the programs designed to meet the needs of the students with limited proficiency in English, gifted students, or students with disabilities or programs tailored to students with specialized talents or skills.

The facility to be used and the location or current options for the school is to be determined. It is anticipated the facility will accommodate up to 550 students in grades 9-12. The facility will include instructional space, administrative space, a resource room, a public reception area, a common assembly/lunch area, a conference room, kitchen, restrooms, circulation/hallways, a gym and/or field, student parking and faculty parking.

Upon the identification of a facility, demographic needs assessment will be compiled consisting of the following information:

Name of School	Demographics	Free/Reduced Eligibility	School Grade 2010-11	Met AYP	Classroom Additions (Based on Facilities and construction Projects web page for each school.)

**Provide the following for each year of proposed operation: the grades that the school will serve, the number of students to be served in each grade, the number of students expected in each class, and the total number of students enrolled.**

Grades 9<sup>th</sup> – 12<sup>th</sup> : 25 Students per class

GRADES	YEAR1 2011-2012	YEAR 2 2012-2013	YEAR 3 2013-2014	YEAR 4 2014-2015	YEAR 5 2015-2016
9 <sup>th</sup> Grade	150	150	150	150	150
10 <sup>th</sup> Grade	150	150	150	150	150
11 <sup>th</sup> Grade	150	150	150	150	150
12 <sup>th</sup> Grade	100	100	100	100	100
<b>Total Students</b>	<b>550</b>	<b>550</b>	<b>550</b>	<b>550</b>	<b>550</b>

PBL Academy HS is designed and will comply with the requirements of the law and constitution class size requirements. We will manage for compliance at all levels of operation, recruitment and scheduling maintains a teacher-student ratio of 1:25.

### 3. EDUCATIONAL PROGRAM DESIGN

**Describe the school’s daily schedule and annual calendar, including the annual number of days and hours of instructional time.**

School calendar and schedule (**Appendix A**).

Number of Days: 180

**Daily Instructional Time:** The School Day will begin at 7:30 with students reporting to Homeroom no later than 7:55 for daily attendance and announcements. There will be six instructional periods daily with school dismissing at 3:30. Each instructional period is 62 minutes long. Students are allowed three minutes to move from one class to another. Before and after school tutoring is available for all students Monday through Friday.

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>7:00 – 7:30</b>	Tutors available	Tutors available	Tutors available	Tutors available	Tutors available
<b>7:30 - 7:55</b>	Breakfast/ Arrival	Breakfast/ Arrival	Breakfast/ Arrival	Breakfast/ Arrival	Breakfast/ Arrival
<b>7:55 - 8:00</b>	Homeroom	Homeroom	Homeroom	Homeroom	Homeroom
<b>8:00 – 8:03</b>	Transition	Transition	Transition	Transition	Transition
<b>8:03 – 9:05</b>	First Period	First Period	First Period	First Period	First Period
<b>9:05 – 9:08</b>	Transition	Transition	Transition	Transition	Transition
<b>9:08 -10:10</b>	Second Period	Second Period	Second Period	Second Period	Second Period
<b>10:10 – 10:13</b>	Transition	Transition	Transition	Transition	Transition
<b>10:13–11:15</b>	Third Period	Third Period	Third Period	Third Period	Third Period
<b>11:15 -11:18</b>	Transition	Transition	Transition	Transition	Transition
<b>*11:18 – 12:20</b>	Fourth Period	Fourth Period	Fourth Period	Fourth Period	Fourth Period
<b>*12:20-1:22</b>	Transition (to/ from) & LUNCH	Transition & LUNCH	Transition & LUNCH	Transition & LUNCH	Transition & LUNCH
<b>1:22-2:24</b>	Fifth Period	Fifth Period	Fifth Period	Fifth Period	Fifth Period
<b>2:24 -2:27</b>	Transition	Transition	Transition	Transition	Transition
<b>2:27-3:30</b>	Sixth Period	Sixth Period	Sixth Period	Sixth Period	Sixth Period
<b>3:30</b>	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
<b>3:35 – 4:15</b>	Tutors available	Tutors available	Tutors available	Tutors available	Tutors available

\*It is estimated that the cafeteria will accommodate half of the student population – 9<sup>th</sup> and 10<sup>th</sup> grade will eat during the Fourth Period time slot on this schedule, 11<sup>th</sup> and 12<sup>th</sup> grade will follow the schedule above.

**Describe the proposed charter school’s educational program and/or curriculum approach, emphasizing the innovative instructional methods or approaches to be used.**

The educational philosophy of PBL Academy HS reflects a joint social and academic development approach that combines academic achievement through service learning projects which serves to build school and program bonds. The research-supported curriculum, academic enrichment services, counseling, career preparation, life skills training (financial literacy, work readiness skills), and other strategies that will support academic achievement and develop youth leading them into socially responsible life-long learners that are empowered in a revolving economy. The goal for the high school is to instill on students a love of learning cultivating their intellect and desire for knowledge. The focus will be on the development of cognitive awareness, problem solving and critical thinking skills that are conducive to learning. The school will integrate a multi-level problem focused and youth / family developmental approach that will improve engagement in all **Ford PAS Curriculum: Appendix E**

**Describe the research base for the educational program and/or curriculum approach.**

PBL Academy HS will strive to successfully educate every student by implementing the effective schools model, a research-based and data-driven model of school improvement. Through the work of Edmonds and Lezotte, the charter will aim to adhere strictly to the correlates associated with effective schools. The instructional methods will be focused around the research and work of Robert Marzano's nine key instructional strategies that increase student achievement.

- Identifying similarities and differences
- Summarizing and note taking
- Reinforcing effort and providing recognition
- Homework and practice
- Nonlinguistic representations
- Cooperative learning
- Setting objectives and providing feedback
- Generating and testing hypotheses
- Cues, questions, and advance organizers

PBL Academy HS will work to provide students a safe, nurturing and respectful learning environment while maintaining high standards of instruction that encourages content mastery, critical-thinking and the real-world application of knowledge. The overarching goal is to improve student learning and achievement in core subject areas, while maintaining a focus service learning projects throughout the curriculum. PBL Academy HS is dedicated to educating the whole child academically, socially and behaviorally.

The educational philosophy and / or approach will focus on the common characteristics of successful schools where all children learn.

The *Correlates of Effective Schools* as identified by Lezotte, Edmonds are:

- Instructional Leadership
- Clear and Focused Mission
- Safe and Orderly Environment
- Climate of High Expectations
- Frequent Monitoring of Student Progress
- Positive Home School Relations
- Opportunity to Learn and Student Time on Task

**Explain how the educational program aligns with the school’s mission.**

The educational program will align with the school’s mission of providing high quality, outcome-oriented educational opportunity to all students leading them into socially responsible life-long learners that are empowered in a revolving economy through service learning activities and projects. The program will integrate academically rigorous, standards-based content with realistic applications in areas such as design and product development, information systems, environmental sustainability, global economic, business planning, personal finance, and marketing. Innovative partnerships that connect local high schools with colleges, universities, community organizations and business provide the real-world learning opportunities that are essential component of the program.

The Ford PAS Curriculum will engage students to prepare them in their next big challenges: post-secondary education and the workplace. This curriculum is rigorous, standards-based that challenges student to integrate academic learning with realistic applications in areas such as design and product development, information systems, environmental sustainability, global economics, business planning, marketing and personal finance.

Through case study analysis, role plays, simulations, scientific experiments, research, negotiating, collaboration and projects, the students gain both knowledge and interdisciplinary skills for learning, analyzing and decision making in complex situations. In the process, the students will learn to apply classroom learning to choices in the real world. Innovative partnerships connect local high schools with colleges and universities, businesses, and workforce development and community organizations to provide real-world learning opportunities.

**Explain how the services the school will provide to the target population will help them attain the Next Generation Sunshine State Standards, as required by section 1002.33, F.S.**

Teachers will have a copy of the Next Generation Sunshine State Standards and the corresponding benchmarks for their grade level. Lesson plans will reveal and demonstrate the standards and benchmarks being taught. The school leader will review these plans weekly for alignment to the standards, research-based instructional practices and character building modules. Monitoring of instruction through daily walk-through practice and weekly informal



observations will be conducted by the school leader as an additional accountability component.

Teachers will be held highly accountable to instruction based on the Next Generation Sunshine State Standards. Teachers will maintain curriculum binders to include quarterly benchmarks, scope and sequence, daily lesson plans, and assessments. This binder will also contain resources to support daily instruction of standards in each content area. Students will be given frequent opportunities to demonstrate mastery of the state standards through informal and formal assessment. Those students who are identified as needing intensive assistance will be placed in the intensive math and reading classes. Students who are unable to demonstrate mastery will be targeted to receive additional classroom support through small group instruction and if necessary, before and after school tutoring.

Teachers are available before and after school to provide students with individualized tutoring designed to meet individual student needs. Students who are unable to demonstrated mastery will receive tutorials. Data from most recent benchmark assessments will be used to guide the instruction. Tutors will have access to meaningful, student specific reports that will guide the tutors in developing, individualized achievement plans.

The character of the academic and social environment at the School is defined by:

- Small learning environment;
- Frequent individual student / staff communication through individual academic conferences;
- Provide students with counseling in the areas of conflict resolution, anger management, life skills, career guidance, post secondary options, scholarships and bullying
- Personalized instruction
- Tutoring Opportunities
- Emphasize Parental Involvement

**The RtI model is multi-tiered**

- ***Tier I: Core***
- Goal: 100% of students achieving at high levels
- Tier I: Implementing well researched programs and practice demonstrated to produce good outcomes for the majority of students.
- Tier I: Effective if at least 80% are meeting benchmarks with access to Core Instruction.
- Tier I: Questions to Consider: What exactly do we expect from our students? How will we know if and when they've learned it? How will we respond when some student do not learn? How will we respond when some students have already learned?
- 
- ***Tier II: Supplemental***
- Goal: For approximately 20% of students core plus supplemental
- Tier II: Effective if at least 70% - 80% of students improve performance and the gap is closing towards benchmark.

Tier II: Questions to consider: Where are the students performing now? Where do we want them to be? How long do we have to get them there? How much do they have to grow per year/month to get there? What resources will move them at that rate?

***Tier III: Intensive / Individualized***

For approximately 5% of students core plus supplemental plus intensive individual instruction to achieve benchmarks

Tier III: Effective if at least 70%-80% of students improve performance and close gap towards benchmarks. Questions to consider: Where are the students performing now? Where do we want them to be? How long do we have to get them there? How much do they have to grow per year/month to get there? What resources will move them at that rate?

**Problem Solving has 4 steps to consider:**

1. What's the problem? This is where the problem is identified and data is collected.
  - Benchmark level of performance
  - Student level of performance
  - Peer level of performance
2. Problem Analysis: Why is it occurring? The assessments are then conducted to gather information to determine which are most / least likely
3. Intervention Design: What are we going to do?
  - Effective teaching strategies consider both what to teach and how to teach it.
  - Making good decisions with increase student progress.
  - It is critical that the instruction be matched to the problem.
4. Evaluation the effectiveness of the intervention
  - Gap is closing

#### **4. CURRICULUM PLAN**

**Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve the Next Generation Sunshine State Standards. If the curriculum has not been developed, describe how the plan for curriculum development shows how students will be prepared to attain the Next Generation Sunshine State Standards.**

PBL Academy HS curriculum is based on research of best and most effective practices. The students will receive an education that ensures that they are prepared to apply their knowledge and achieve the best outcomes in all assessments. A wide variety of teaching methods will be used so that students are exposed to different ways of learning the material. PBL Academy HS will be designed to meet the Next Generation Sunshine State Standards as guidelines for achievement. The curriculum is guided by the state proficiencies and is the foundation for instruction always integrating additional challenging content and resources.

Teachers will abide by the PLAN – DO – CHECK – ACT and the “Eight Step Process” developed by Barksdale and Davenport:

1. Test score disaggregation - Plan
2. Develop timeline and instructional focus calendar - plan
3. Deliver focused lessons - Do
4. Administer mini-assessments of targeted benchmarks - Check
5. Provide enrichment activities for mastery students - Check
6. Provide tutorials for non-mastery students - Act
7. Monitor instructional delivery - Act
8. Maintain efficient process - Act

The ongoing academic achievement and monitoring will be communicated to parents so that they are also aware of the strengths and weaknesses of their children and be able to help the school in the teaching process. All students not meeting standards will be placed in tutoring programs. Students in need of remediation and students with special needs, ELL and Special Education students will have access to supervise study time and tutoring after school to accelerate their progress.

Students will receive a percentage for the grades achieved from each class. The percentage / points is as follows:

A = 90 – 100	4 points
B= 80 – 89	3 points
C= 70 - 79	2 points
D= 60 – 69	1 point
F= 59 – 0	0 points
I = Incomplete (No Grade)	

#### **English and Writing: Grades 9<sup>th</sup>-12<sup>th</sup>**

The McDougal Littell / Houghton Mifflin series is a unique organization around clusters of standards allows for the teaching of major literary concepts across genre. Standards that belong together are taught together. Students analyze fiction, nonfiction, poetry, drama, and media across

clusters of standards. Special features support visual and media literacy, along with research strategies. Teachers will be able to apply practical teaching strategies for today's challenging classroom, innovative ways to differentiate instruction, and streamlined technology tools.

Writing and communication activities are also integrated. The curriculum will include the writing process, phases of writing essays (narrative, descriptive, expository and persuasive), integrate strategies that will enhance the student's writing (writer's craft), grammar & usage, and mechanics. Writing will be used across the curriculum including elective classes.

The process of writing is taught. The writing curriculum will include the 6+1 writing traits which are described in the writing section of this application. The pre/mid/post writing assessments will be provided in order to prepare students for the Writing State exam. The curriculum will be aligned with the Next Generation Sunshine State Standards.

English Skill I / 9<sup>th</sup> Grade Course Number: 1001300

English Skill I / Honors Course Number: 1001320

Course Length: 1 Year

Technology: FCAT Explorer and Fordpas.org (Service Learning)

Textbooks: McDougal Littell Literature Grade 9 and Language Network Grade 9

In English I, ninth grade students will develop a sound foundation in basic descriptive writing techniques, formal essay writing, public speaking, vocabulary building, grammar usage, and reading comprehension. Careful attention is given to meanings of roots and prefixes, to speaking with clarity individually and in group, and to writing clearly. Students will practice clarifying their observations of the world around them, and expressing these observations in a sequence of coherent ideas.

English Skill II / 10<sup>th</sup> Grade Course Number: 1001330

English Skill II / Honors Course Number 1001350

Course Length: 1 Year

Technology: FCAT Explorer and Fordpas.org (Service Learning)

Textbooks: McDougal Littell Literature Grade 10 and Language Network Grade 10

In English II, 10<sup>th</sup> Grade students will build upon the ninth grade foundation with necessary skills for competent reading, writing, and speaking by focusing on the mechanics of language, vocabulary development, and focused reading and writing. Through writing activities, students will acquire and expand research, organization, and drafting strategies. Writing and analyzing literature is a dominant emphasis for the course. Analysis focuses on the recognition of theme, symbolism, and

historical significance. Grammar is incorporated on a regular basis to provide an understanding of language as well as to strengthen writing capacities. The course begins with an analysis of a contemporary work of literature focusing on the various paradigms and worldviews that define the modern mindset, and contrasting this with earlier texts that show the evolution of literature and how perception changes over time and to underscore the evolution of modern literary paradigms. Writing assignments include theme exploration, character studies, prompts provided, personal reflection essays, and extended formal literary analysis. Extensive time is devoted to developing the literary skills of analysis and synthesis.

English III/ 11<sup>th</sup> Grade Course Number: 1001360

English III / Honors Course Number: 1001380

Course Length: 1 Year

Technology: FCAT Explorer and Fordpas.org (Service Learning)

Textbooks: McDougal Littell Literature - American Literature and Language Network Grade 11

In English III, 11<sup>th</sup> Grade students will develop advanced English skills and capacities. The course addresses the theme of identity through an examination of the individual's quest for selfhood in relationship to the external world, particularly the minority quest for identity within a paradigm of dominance. Students review grammar, usage, punctuation, essay writing, paragraph formation, and proper citation. Writing assignments include theme exploration, character studies, expository essays, personal reflection essays, and extended formal literary analysis. Extensive time is devoted to developing the literary skills of analysis and synthesis, through several extended literary essays.

The unique organization around clusters of standards allows for the teaching of major literary concepts across genre. Standards that belong together are taught together. Students analyze fiction, nonfiction, poetry, drama, and media across clusters of standards. Special features support visual and media literacy, along with research strategies.

English IV/12<sup>th</sup> Grade Course Number: 1001390

English IV/ Honors Course Number: 1001410

Course Length: 1 Year

Technology: FCAT Explorer and Fordpas.org (Service Learning)

Textbooks: McDougal Littell Literature - British Literature and Language Network Grade 12

The course begins with extensive writing work, especially on the college essay, usually written in the form of personal reflection. There are many units in which seniors have an opportunity to practice all forms of writing, including research, persuasive essays, informational reports, reflective

essays, literary interpretation, and character analysis. In the English 4 course, those skills are covered which the students need in order to write and present their Senior Projects, which typically involve a long report as well as a substantial oral presentation to the wider community.

**Writing:**

Writing expectations include but are not limited to: expository, persuasive and multi paragraph personal narrative. In addition, students must demonstrate effective communication skills to succeed in the real world. Teacher will be trained in the FCAT and Florida Writing rubric and they will use this rubric to score a minimum of four writing prompts prepared by students in actual testing conditions. These prompts will be used as a diagnostic tool to identify students who need additional assistance. Students will also write informally to writing prompts on a biweekly schedule. Critical to this process, we will provide detailed feedback to students as a result of the scoring of these prompts utilizing the rubric.

The school will provide writing workshops and a handbook to assist parents with techniques to support the development of their child’s writing skills.

The writing curriculum will include the 6+1 writing traits:

- **Idea** – A clear point, message, theme or story line, backed by important, carefully chosen details and supportive information.
- **Organization** – How a piece of writing is structured and ordered.
- **Voice** – The fingerprints of the writer on the page – the writer’s own special, personal style coming through in the words, combined with concern for the informational needs and interests of the audience.
- **Word Choice** – Language, phrasing, and the knack for choosing the “just right” word to get the message across.
- **Sentence Fluency** – The rhythm and sound of the writing as it is read aloud.
- **Conventions** – Editorial corrections and attention to any detail a copy editor would review, including: Spelling, Grammar and usage, Capitalization, Paragraph indentation, Punctuation.
- **RAFTS:** Role, Audience, Format, Topic, Strong Verb

Developmental Language Arts through ESOL:

Course Number: 1002380

Textbook: Pearson Shining Star Series Levels: Intro, A, B and C

Pearson Focus on Grammar

Intensive Reading instruction allows for the development of listening, speaking, reading and writing skills for ELLs. The students will have acquisition of basic linguistic skills of the English language and language arts standards.

## **Mathematics: Grades 9<sup>th</sup> - 12<sup>th</sup>**

PBL Academy HS will strive to provide all students with a greater appreciation for mathematics as a discipline and as an integral part of the world in which we live. Students will be expected to actively participate in their work to develop a deeper understanding of mathematics and its applications. The Pearson Prentice Hall will emphasis on logical reasoning and deductive skills. Students will be helped to understand the importance of attention to detail as the underpinning of thoughtful, quality work.

Assessments are an integral part of instruction. PBL Academy HS knows that discovery-based learning helps close the achievement gap. Students will be encouraged to create projects and demonstrate math skills using hands on objects (manipulatives). The assessments will take place according to the focus calendar that will be implemented. The results are used to lead instruction and determine individual students' strength and weaknesses. The curriculum will be aligned with the Next Generation Sunshine States Standards (**Florida Mathematics Standards Appendix D**).

Algebra I / 9<sup>th</sup> Grade Course Number: 1200310

Algebra Honors Course Number: 1200320

Course Length: 1 Year

Textbook: Prentice Hall Algebra I

Technology: Carnegie Learning and Fordpas.org (Service Learning)

Algebra I course will renew the foundation of arithmetic and algebra that ninth grade students already have from their earlier educational experiences. The course begins with changing numbers into different bases and accomplishing the four math operations in other bases. Students learn the basic rules, methods, and concepts of algebra, then explore linear equations, inequalities, polynomials, and quadratic equations. The development of a symbolic and graphical understanding of mathematics is emphasized, as are basic concepts in statistics and geometry, in order to build student comprehension of how differing mathematical concepts relate to one another. Students will regularly be called upon to apply their knowledge and demonstrate their understanding of how algebraic concepts relate to real world situations.

### **Algebra 1 End of the Course Assessment and Item by Benchmark:**

The Benchmarks MA.912.A.3.14 and MA.912.A.3.15

The Benchmark MA.912.A.10.3 is limited to *linear* expressions, equations, and inequalities in Algebra I

The Benchmark MA.912.A.4.4 is limited to dividing polynomials by monomials

The Benchmark MA.912.A.6.2 is limited to radical expressions in the form of square roots in

**Algebra I Course Description Appendix: C**

### **Mathematical Standards : Body of Knowledge:**

Standard 1 – Real and Complex Number Systems

Standard 2 – Relations and Functions  
Standard 3 – Linear Equations and Inequalities  
Standard 4 – Polynomials  
Standard 5 – Rational Expressions and Equations  
Standard 6 – Radical Expressions and Equations  
Standard 7 – Quadratic Equations  
Standard 8 – Logarithmic and Exponential Functions  
Standard 9 – Conic Sections  
Standard 10 – Mathematical Reasoning and Problem Solving

Geometry / 10<sup>th</sup> Grade: Course Number: 1206310

Geometry Honors: Course Number: 1206320

Course Length: 1 Year

Textbook: Prentice Hall Geometry

Technology: Carnegie Learning and Fordpas.org (Service Learning)

Geometry will introduce tenth grade students to a full study of geometry emphasizing deductive reasoning, sequential analysis, and proof. In addition, it will cover introducing logic, axioms, and theorems, and the importance of logic in the development of properties for planar and spatial figures. Students will perform basic constructions and represent geometric figures in the Cartesian plane. Algebraic knowledge is reinforced throughout the course. Students experience significant practice both in working with proofs and in applying theorems. The course also explores the study of geometry throughout history for its significance, practicality, beauty, and harmony. The flexibility of student imagination is developed with exercises in forms, spatial relationships, and movement.

**Mathematical Standards: Body of Knowledge:**

Standard 1 – Points, Lines, Angles, and Planes  
Standard 2 – Polygons  
Standard 3 – Quadrilaterals  
Standard 4 – Triangles  
Standard 5 – Right Triangles  
Standard 6 – Circles  
Standard 7 – Polyhedral and Other Solids  
Standard 8 – Mathematical Reasoning and Problem Solving

Algebra II/ 11<sup>th</sup> Grade: Course Number: 1200330

Algebra II Honors Course Number: 1200340

Course Length: 1 Year

Textbook: Prentice Hall Algebra 2



Technology: Carnegie Learning and Fordpas.org (Service Learning)

Advanced Algebra will develop in eleventh grade students a proficiency with algebraic expressions, including linear, quadratic, exponential, a polynomial functions. These are used as tools for understanding real-world applications of mathematics. The course builds upon and applies work previously mastered in geometry with measurement formulas and transformations. A qualitative understanding of each type of function is sought, as well as proficiency in the algebraic skills underlying the work. Recognition of functions by their graphs as well as transformation of graphs is studied. Throughout the course, the study of function families and where they arise in the world is examined. A qualitative understanding of each type of function is sought, as well as proficiency in the algebraic skills underlying the work. Recognition of functions by their graphs as well as transformation of graphs is studied.

**Mathematical Standards : Body of Knowledge:**

- Standard 1 – Real and Complex Number Systems
- Standard 2 – Relations and Functions
- Standard 3 – Linear Equations and Inequalities
- Standard 4 – Polynomials
- Standard 5 – Rational Expressions and Equations
- Standard 6 – Radical Expressions and Equations
- Standard 7 – Quadratic Equations
- Standard 8 – Logarithmic and Exponential Functions
- Standard 9 – Conic Sections
- Standard 10 – Mathematical Reasoning and Problem Solving

Business Math Grade 12: Course Number 1205540

Course Length: 1 Year

Textbook: Textbook: Glencoe / McGraw Hill: Mathematic with Business Application

Technology: Carnegie Learning and Fordpas.org

Business math course will provide students with a concise yet authoritative introduction to economic concepts and the practical aspect of applying them to everyday living. Basic instruction in goal-setting and decision-making helps students take stock of their personal economic and career goals. Students are introduced to global economic and consumer issues and shown how they influence our daily lives.

Accounting course will provide information about the financial position of a business or company. Students will learn to create financial records of business transactions, and prepare statements containing the assets, liabilities, and operating results of a business. Students will also learn about the importance of accounting, and also the basic steps and techniques used.

**Mathematical Standards: Body of Knowledge:**

- Standard 1 – Simple and Compound Interest
- Standard 2 – Net Present and Net Future Value (NPV and NFV)
- Standard 3 – Loans and Financing
- Standard 4 – Individual Financial and Investment Planning

## Standard 5 – Economic Concepts

Intensive Math: Remediation Course Number: 1200400

Course Length: 1 Year

Textbook: Prentice Hall Course Math 3

Technology: Carnegie Learning and Fordpas.org (Service Learning)

This course will allow the use a variety of problem-solving strategies, such as drawing a diagram, guess-and-check, solving a simpler problem, examining simpler problems, and working backwards, using technology when appropriate. Mathematical reasoning and problem solving will be implemented for a variety of strategies to solve problems. Develop and evaluate mathematical arguments and proofs. The Bodies of Knowledge will be used at all times. The Math instruction will include, but not limited to:

- Number Sense
- Measurement
- Data Analysis
- Geometry
- Algebraic Thinking

### **Service Learning Projects with Math concepts:**

**COURSE 3: MANAGING AND MARKETING WITH DATA** In *Managing and Marketing with Data*, students learn how businesses use data for a wide range of decision-making and strategic-planning activities. In Module 7, students use data to run a successful marketing campaign and make effective business decisions. In Module 8, they master statistical tools used in business to ensure high-quality services and products. In Module 9, students look at ways that information systems are used in business to manage and share the data needed to make informed decisions.

**MODULE 7 PLANNING FOR BUSINESS SUCCESS** In *Planning for Business Success*, students take on the role of manager of, a local band trying to break into the national music scene, and, through case studies and a computer simulation, they learn about marketing and finance. Students apply their experience to creating a realistic business plan for a small business of their own. In a closing activity, students present their plans to visitors from the community in an effort to recruit potential “investors.” In Module 7, students develop a range of entrepreneurial skills. They identify a business’s target audience, design market surveys and analyze their results, develop a marketing plan to reach a particular audience, determine costs and revenues, calculate profits and losses, conduct a break-even analysis, and analyze the effect of supply and demand on prices. Students also debate ethical issues involved in marketing. The module utilizes Microsoft Excel as a financial management tool.

**MODULE 8 ENSURING QUALITY** In *Ensuring Quality*, students face a series of challenges that show how business and industry use statistics and data analysis to improve the quality of products and services. The goal is for students to be able to apply statistical analysis in several business contexts in order to measure, analyze, and control quality. To do this, they take on the roles of members of various departments in Xavier Automotive Company (XAC) and use statistics to make business decisions that members of these departments would make. Students learn how companies measure and control for quality and about the role of data analysis in ensuring quality. In addition, students learn how data are used to make long-term business decisions. In Module 8, students learn

statistics concepts relevant to analyzing data and then apply these concepts to a final company scenario, in which they create a status report for one XAC division. Students also become familiar with a variety of ways to present statistical information visually. Using MINITAB® Statistical Software\*, a statistical analysis software package, or Microsoft Excel, students analyze consumer information to inform design and marketing decisions, make personnel decisions based on data about employees' previous performance, and monitor production for the presence of defects.

**MODULE 9 FROM DATA TO KNOWLEDGE** *From Data to Knowledge* introduces students to the purposes and uses of information systems, and gives students the opportunity to create their own information systems. Considering the health care industry as an example, students research ways that information systems, including geographic information systems, are used by businesses. Through observation, hands-on projects, and case studies, students find out how different types of information systems allow users to create, manage, and share information for a variety of purposes. In Module 9, students develop a solid understanding of information systems. They learn skills that will help them analyze different kinds of data and make decisions using those data. They learn and apply skills in database development and learn the pros and cons of spreadsheets and databases. Students also grapple with ethical issues related to information systems as they consider the potential benefits of and drawbacks to using information systems in business and explore and evaluate new trends in the field.

**Activity:** *Students are required to complete a service learning project using the FordPAS curriculum in all Math classes.*

### **Science: Grades 9<sup>th</sup>-12<sup>th</sup>**

The Holt /McDougal Littell Science curriculum will be a lab-supported sequence that will build student intellectual comprehension of scientific concepts while enabling student's practical opportunities to learn through practice and experimentation. The students will be presented with an approach to learning science as inquiry, science as technology and the history and nature of science. Virtual labs and ebooks will be implemented to differentiate instruction resources.

This curriculum deals with cutting-edge technology combined with solid science content that provides classrooms of the 21st century with motivating and engaging science resources that take learning to the next level (**Florida Science Standards Appendix D**).

**Note:** *The students will participate in the Broward Regional Science and Engineering Fair.*

Earth & Space / 9<sup>th</sup> Grade: Course Number: 2001310

Earth & Space Honors Course Number: 2001320

Course Length: 1 Year

Textbook: Holt Earth and Space

Technology: Science Gateway Riverdeep and Fordpas.org (Service Learning)

The Earth Space course will prepare ninth grade students for an understanding of how physical systems work and the basic principles that influence and shape our world. Earth Space Science thinking begins with the premise that the land, air, water, and living things on the earth and in space are inextricably related and affect each other constantly. This view leads to a rich study of events and situations that draws on the traditional science disciplines and goes beyond them with the rigorous thinking required by theory building about the relationships in this system. This course is designed to help students articulate and evolve their own knowledge about Earth Space Systems Science and to learn to collaborate for knowledge-building. The course structure and weekly lab activities allow students to interplay of individual and team work. The focus is on the development of individualized but scientifically supported thinking.

Biology/ 10<sup>th</sup> Grade: Course Number: 200310

Biology Course Length: 1 Year

Honors: Course Number: 200320

Textbook: Holt Modern Biology

Technology: Science Gateway Riverdeep and Fordpas.org (Service Learning)

In Biology, tenth grade students will explore the world around them as do scientists in order to discover fundamental principles of biology and to learn and apply the processes of scientific investigation to living organisms. Throughout the course, students will be asked to examine the characteristics and properties of living things that distinguish them from the non-living world. Areas of study will include cell biology, genetics, reproduction, evolution, and ecology. Traditional investigations are blended with technologically innovative ones so that process, critical thinking, reasoning, and question-development permeate student learning. Students will be taught and use a lineage of questions approach to develop understanding of scientific discovery, historical relevance, and interdisciplinary applications of biology. Laboratory study, computer simulations, computer-based labs, and problem-solving are integral to the course, which will give students a sound foundation for further studies of science.

Integrated Science III / Physical Science / 11<sup>th</sup> Grade Course Number: 2002440

Integrated Science III Honors: Course Number: 2002450

Course Length: 1 Year

Textbook: Holt Science Spectrum: Physical Science

Technology: Science Gateway Riverdeep and Fordpas.org (Service Learning)

Integrated Science III / Physical Science prepares eleventh grade students for a general understanding of the principles and tenets of physical science, building upon the earth space curriculum with alternating sections on chemistry and physics. The main physics themes are energy and matter, electromagnetism, electronics and radioactivity mechanics, waves. The main chemistry

themes are structure, behaviour and classifications of matter. The course includes a full laboratory program. Assessment is based upon laboratory activities, home learning assignments, and tests.

Chemistry/ Course Number: 2003340

Chemistry Honors Course Number: 2003350

Course Length: 1 Year

Textbook: Holt World of Chemistry

Technology: Science Gateway Riverdeep and Fordpas.org (Service Learning)

This course examines the composition of various substances and the changes they can go through. It also shows you how chemistry touches our lives almost everywhere and everyday, in medicine, the clothes we wear, the games we play, as well as the industries that make the things we use. The periodic table and simple compounds are covered as well as the basics of Chemistry. Fundamental concepts of general inorganic chemistry including formula naming, atomic structure, gas laws, solutions, acid-base theory and nuclear chemistry are included.

### **Service Learning Projects with Science concepts:**

**COURSE 4: DESIGNING FOR TOMORROW** *Designing for Tomorrow* engages students in the process of product design and focuses on key design issues of the 21st century. Students begin in Module 10 with the challenge of reverse engineering—analyzing products from the perspectives of consumers and manufacturers. In Module 11, students experience the design process themselves, redesigning an existing product in order to meet specific needs or goals. Finally, in Module 12, students explore innovative technologies that may transform energy use in this century.

**MODULE 10 REVERSE ENGINEERING** In *Reverse Engineering*, students analyze products, determining how they can be designed to meet the needs of their intended users and considering other factors that influence product design. First, students focus on using reverse engineering to make good products for the consumer by analyzing features of existing products, considering design factors that determine the ease of product assembly, and looking at the manufacturing processes used to create products from different materials. Students then focus on reverse engineering from the perspective of product failure, and analyze communication failures in written and visual instructions. Students also test different materials as they explore engineering failures related to material choice. For their module project, students analyze a case study and role-play its situation. As students explore the process of reverse engineering in Module 10, they develop a number of valuable skills. Students are introduced to logbooks and their use in scientific and technical fields, and make log entries of experiment results, team meeting notes, and sketches of products. In addition, students continue to develop their teamwork skills, focusing on meeting facilitation.

**MODULE 11 DIFFERENT BY DESIGN** In *Different by Design*, students take on the challenge of redesigning an existing product. They first consider how the features and functions of a product are directly related to consumer needs. They learn about the procedures that design teams use to develop products, including the screening and scoring of potential concepts to find the one that best matches the team's goal. Students then complete a basic cost analysis a product, addressing the

economic factors that affect a product's development. They learn basic principles of industrial design and consider how such factors as appearance and user-friendliness may influence both a company's image and a product's success. Students are also introduced to the idea of intellectual property rights, and they conduct searches for patents. Finally, students learn how to visually represent a design idea to different audiences, from trades-people to consumers, using technical drawings and illustrations. Throughout Module 11, students work in teams to apply the design tools they have learned to a product of their choice. Teams compare and contrast different brands and models of a similar product, exploring how the products meet customers' needs. At the conclusion of the module, teams present a complete plan for a redesigned product. This module teaches students how to think and work like engineers: They learn techniques used to turn customer feedback into useful design information and how the creative aspects of the design process can fulfill customers' needs in unique ways.

**MODULE 12 ENERGY FOR THE FUTURE** *Energy for the Future* introduces students to innovative ways in which renewable energy sources and technologies are used to provide energy for society. Students become familiar with the different forms and sources of energy and learn about renewable and nonrenewable energy sources. They analyze case studies to determine the pros and cons of several energy sources and analyze the availability, practicality, safety, and environmental impact of different energy technologies. They construct simple energy systems and learn to calculate work, power, potential energy, and efficiency. They also learn about the principles of electricity and how to determine the energy needs of different systems, such as homes or schools. In Module 12, student teams further develop their Internet research skills as they gather information about one energy-generation technology. Teams share their findings with one another and consider the merits and drawbacks of the different energy technologies for meeting the energy needs of a particular building. In a culminating project, students design a plan to meet some of the energy needs of their school with renewable energy sources.

*Activity: Students are required to complete a service learning project using the FordPAS curriculum in all Science classes.*

**Science Labs: Appendix D**

**Social Studies: Grades 9<sup>th</sup>-12<sup>th</sup>**

The McDougal Littell / Houghton Mifflin Social Studies curriculum supports student subject mastery in interactive technology and connections today. It will introduce students to the different social studies disciplines as avenues for understanding human nature, society and civilization. Students are taught to connect current events with their historical and geographic studies, as well as to explore history through connections with other social sciences. Students will develop vital research skills as they learn to gather and analyze evidence from primary and secondary sources, appreciate the complexity of historical causality and construct historical, political and economic arguments. The purpose is to help the students develop the ability to make informed and reason decisions, for the public good as citizens of a culturally diverse, democratic society, in an interdependent world.

Geography /9th Grade: Course Number: 2103300  
Textbook: McDougal Littell World Geography

Technology: Fordpas.org (Service Learning)

Course Length: 1 Year

The course will focus on the relevance of history to the students' daily lives. Through a multidimensional study of culture, geography, ethics, and economic and social conditions, students will begin to understand how the ideas and events of the past have shaped the institutions and debates of contemporary America. The curriculum will provide students with geographic entries provide detailed capsule histories for nations, regions, empires, and major cities from early historical times to the present.

World History /10th Grade: Course Number: 2109310 Honors: 2109320

Textbook: McDougal Littell World History: Patterns of Interaction

Technology: Fordpas.org

Course Length: 1 Year

World History course consists of the following content areas:

- World History
- Geography and Humanities

This course is a continued in-depth study of the history of civilization and societies from the middle school course and includes the history of civilization and societies of North and South America. Students will be exposed to historical periods leading to the beginning of the 21<sup>st</sup> Century. The students can clearly see the relationship between cause and effect in historical events, students should have the opportunity to review those fundamental ideas and events from ancient and classical civilizations.

American History / 11<sup>th</sup> Grade: Course Number: 2100310 Honors: 2100320

Textbook: McDougal Littell The Americans

Technology: Fordpas.org (Service Learning)

Course Length: 1 Year

American History course consists of the following content areas strands:

- American History
- Geography and Humanities

The primary content emphasis for this course pertains to the study of American history from Reconstruction to the present day. Students will be exposed to the historical, geographic, political, economic and sociological events which influenced the development of the United States and the resulting impact on world history. The student can clearly see the relationship between cause and effect in historical events, students should have the opportunity to review those fundamental ideas and events which occurred before the end of Reconstruction.

American Government / 12<sup>th</sup> Grade – Course Number: 2106310 Honors: 2106320  
Textbook: United States Government

Course Length: Semester 0.5 Credits

Economics – Course Number: 2102310 Honors: 2102320

Textbook: Economics: Concepts and Choices

Technology: Fordpas.org( Service Learning)

Course Length: Semester 0.5 Credits

Twelfth grade American Government & Economics is designed to enrich students' understanding of the operations and institutions of economic systems and to deepen their understanding of the economic problems and institutions of America and the world in which they live. The course will focus on the historical origins of the American system of government and the evolution and interactions of government and economic system, and the relevance of economic concepts to the students' daily lives. Students spend considerable time reading primary documents by many economists. Supply, demand, the market economy as well as globalization are discussed. Industrial, developing, and so-called "third world" economies are explored along with the distribution of wealth. Through a multidimensional study of the basic economic problems which face all individuals, groups, and nations, such as scarcity, choices, and economic efficiency, students will apply previously acquired information to make reasoned decisions on economic issues as citizens, employees, consumers, business owners and managers, and members of civic groups. This study will be enriched with representative literature and will include the use of primary source documents.

The Ford PAS Curriculum will be implemented in the American Government and Economic 12<sup>th</sup> Grade Class. Throughout the year, the students will be able to go into the community in order to be introduced to the concept of corporate citizenship—the responsibility companies have to enact policies and practices that address emerging social and environmental issues around the world. This will be done through Service Learning.

### **Service Learning Projects with Social Studies Concepts:**

**COURSE 5: UNDERSTANDING A GLOBAL ECONOMY** In this module, students learn basic economic principles while developing an understanding of the nature of our global economy. In Module 13, students become familiar with the varied resource bases of different nations and the impact of production, trade, and investment on the economic health of these nations. In Module 14, students focus on the international movement of material and human resources, potential intercultural problems, and the effect of international agreements and regulations on businesses and individuals. In Module 15, they learn how companies are responding to a globalized economy and the challenges that such an economy presents.

**MODULE 13 THE WEALTH OF NATIONS** The students will analyze the factors that affect the wealth of different countries and consider different ways to measure the health of an economy. They examine the consequences of declining natural resources and learn how investments in



resources affect a country's productivity and the standard of living of its citizens. Students compare standards of living among countries and predict how current population trends may affect the workforce as well as the market for particular goods and services. Students also compare the way that resources are used in different countries and consider the potential economic, environmental, and social consequences of a declining natural resource base. In an ongoing project, students become familiar with Clean Water Tech, a fictional U.S. company that produces water filtration and disinfection technologies and is interested in opening a facility abroad. Students apply what they've learned about the country's economic health in order to justify their decision about whether to expand Clean Water Tech into their chosen country. In Module 13, students analyze and interpret data such as real and nominal GDP, inflation rates, and unemployment rates to better understand how economists measure the health of economies. Students further develop their research and analytic skills in this module, using them as economists do to analyze a country's economic climate. Finally, students use their analyses of the various indicators they've learned about to develop their own economic indicator for analyzing the economic health of a country.

**MODULE 14 MARKETS WITHOUT BORDERS** The students will become familiar with the interdependence of different countries in today's global economy. They examine the role of trade in the global economy and analyze the purposes and effects of quotas, tariffs, and trade agreements on businesses, governments, and individuals throughout the world. Students analyze the challenges of conducting intercultural business and trade, and they develop international agreements that balance the conflicting interests of different nations. Throughout Module 14, students participate in Global Economic Exchange, a Web-based international relations simulation in which they take on the roles of policymakers for particular countries. In an attempt to serve the best interests of their project country's citizens, students propose and negotiate trade agreements, set trade policy, and cast their votes on international regulations. Students create a Country Briefing Handbook, a compilation of information about their project country's economy, trade relations, laws, and social and environmental issues related to globalization. In Module 15, students draw on the information and resources in these handbooks to make recommendations to a fictional company that has recently located a facility in another country.

**MODULE 15 GLOBAL CITIZENS** The students will be introduced to the concept of corporate citizenship—the responsibility companies have to enact policies and practices that address emerging social and environmental issues around the world. Students also examine the effects these practices may have on the company's stakeholders, including shareholders and customers. Through case studies and role plays, students learn about the different kinds of social and environmental issues—such as pollution, labor practices, and worker health—that arise in different business contexts around the world and look at how companies have addressed these issues. Throughout Module 15, student teams take on the role of employees in the corporate citizenship department of a company. Each team recommends how its company can responsibly manage one social or environmental issue in a particular country. As part of the module, students also examine the potential impact that individual citizens can have on a company's actions, and develop an experiment and survey to determine if and how corporate behavior affects consumer behavior. This capstone module allows Ford PAS students to demonstrate the variety of skills and breadth of knowledge they have developed throughout this program.

*Activity: Students are required to complete a service learning project using the FordPAS curriculum in all American Government and Economic classes.*

Intensive Reading Course Number: 1000410

Textbook: Jamestown Reading Navigator

Course Length: 1 Year 1.0 Credit

See Reading Curriculum Section

**Describe the research based and foundation materials that were used or will be used to develop the curriculum.**

By being an "Effective School" as defined by Lawrence W. Lazotte and first identified by Ron Edmonds in 1982, students at PBLAHS are successful. Effective schools are successful in educating all students regardless of their socioeconomic status or family background. PBLAHS as an effective school has these correlates:

- Strong Instructional Leadership - The school leader acts as an instructional leader and effectively communicates the mission of the school to all stakeholders. He/she also understands the characteristics of instructional effectiveness.
- Clear and Focused Mission - A mission will be clearly articulated, and the staff will share an understanding of and a commitment to the instructional goals, priorities assessment procedures and accountability. The staff accepts responsibility for students' learning and curricular goals of the school.
- Climate of High Expectations of Success - There is a climate at the school in which staff believes that all students can attain mastery of the essential school skills, and the staff believes they have the capability to help all students.
- Safe & Orderly Environment - There is an orderly, purposeful, businesslike atmosphere which is free from the threat of physical harm. The school climate is conducive to learning.
- Frequent Monitoring of Student Progress - Student academic progress is measured frequently, and a variety of assessments are used.
- An Opportunity to Learn and Student Time on Task - Teachers allocate a significant amount of classroom time to instruction in the essential skills.
- Positive Home School Relations - Parents understand and support the school's basic mission and are given the opportunity to play an important role in helping achieve this mission.

### *Methods of Instruction*

Instructional methods that will be incorporated into our school design support our educational philosophy. The methods convey information to students in innovative ways that increases the relevance of the information from the student's perspective without compromising the academic rigor of the content to be covered. This combination increases learning opportunities for all students while creating unique experiences for students who have been identified as high-risk for academic failure.

Typical teaching methods to be employed include: individualized and small-group instruction, direct instruction, cooperative learning, and project-based learning. Points of distinction include: high expectations, an emphasis on organizational and planning skills, learning-oriented classrooms, engaged time, differentiated learning activities, and effective questioning.

**Describe the school's reading curriculum. Provide evidence that reading is a primary focus of the school and that there is a curriculum and set of strategies for students who are reading at grade level or higher and a separate curriculum and strategy for students reading below grade level.**

PBL Academy HS will follow the just Read, Florida Comprehensive Research-Based Reading Plan, as established by the Florida Department of Education. The purpose of this plan is to provide instruction and promote academic excellence in reading. This plan requires that each student receives two consecutive, uninterrupted hours of Language Arts/Reading Instruction.

CRISS Reading Strategies will be strongly emphasized at the school. Project CRISS (Creating Independence through Student-owned Strategies) is a professional development program designed to help all students read, write, and learn more effectively. The mission of CRISS is to provide a research-based, national support system to educators throughout the curriculum that increases student-centered teaching, independent learning, and student achievement.

The core reading program will be Jamestown Reading Navigator. This provides a coherent design that includes explicit instructional strategies and ample practice opportunities for all students.

PBL Academy High School's approach to reading involves families in the learning process: Parents and the literacy atmosphere of homes factor significantly in the development of proficient readers. PBLAHS will provide workshops to parents on the building blocks of literacy, engage parents in literacy building strategies, and provide family development workshops and trainings that foster parental knowledge, skills, and interest in building literacy rich homes. Parents will be asked to be made aware of pertinent web sites and online activities for at-home enrichment or reinforcement. Parents will also be encouraged to share their family stories and other activities that build student interest, and to share their personal success stories at school meetings.

**Explain how exceptional students and students who enter the school below grade level will be engaged in and benefit from the curriculum.**

Intensive Reading: Students Below Grade Level

Textbook: In Class Reader (Jamestown Series)

This course will meet the requirements of the A++ Plan. This requirement is a system of planning and implementation for ensuring the success of all high school students.

*Jamestown Reading Navigator*

Supports Research-Based Instruction for Struggling Adolescent Readers presents research-supported best practices related to instruction of struggling adolescent readers that is, students in grades 6–12 who are reading at least two levels below grade level. This curriculum will focus on the following:

- Decoding
- Fluency
- Vocabulary
- Comprehension
- Support for content-area literacy
- Text-based collaborative learning
- Motivation and engagement
- Diverse texts
- Writing
- Formative and summative assessment
- Strategic tutoring
- Differentiated instruction
- Technology
- Professional development
- Support for infrastructure improvements

In addition, Jamestown Reading Navigator meets the criteria for the Response to Intervention (RTI) model. **Response to Intervention (RTI)** provides a three-tiered model of prevention across all students. Students are monitored in order to quickly identify struggling students and provide scientifically-based, high-quality instruction and progress monitoring to quickly bring them up to grade level.

*Assessments and Monitoring:*

Initial and ongoing assessments identify specific skill deficits that require intervention.

*Targeted Intervention:*

Students receive direct, explicit instruction, modeling, practice, and re-teaching (if necessary) in order to quickly improve their reading skills.

*Progress Monitoring:*

Ongoing assessments and a comprehensive reporting system allow teachers to closely monitor each student's progress on specific skills.

*Professional Development:*

Reading Coaches, expert reading consultants who are assigned to each school and district, provide initial and ongoing training to improve intervention skills. Online professional development modules are included free with all purchases.

**Students At or Above Grade Level**

Daybooks of Critical Reading & Writing Grades 9-12

This program will help students build critical reading, writing, and thinking skills with engaging reader-response lessons packed with quality fiction, non-fiction, and poetry selections. Wrap-around Teacher's Editions provide vocabulary support, assessment, and differentiated instruction strategies to meet the needs of all students.

**The Daybooks of Critical Reading and Writing**

- Support comprehension with numerous illustrations, graphic organizers, and photographs
- Encourage students to connect to each selection with integrated reading and writing format
- Expose students to a variety of genres and a diverse collection of literature
- Help prepare students for state assessments

Great Source books will provide best practices for teaching students to read, write, and develop their content area knowledge in mathematics, science, and social studies, motivating students to learn, and supporting / challenge students with diverse learning needs.

**Describe proposed curriculum areas to be included other than the core academic areas.**

The proposed curriculum will be included in the elected courses.

Spanish I Course Number: 0708340

Textbook: McDougal Little's Level 1 *¡Avancemos!*

Course Length: 1 Year 1.0 Credit

Spanish I, will help students master the four basic skills needed for language acquisition: listening, speaking, reading, and writing. Students will build a foundation in Spanish vocabulary – strengthening English in students with low language skills in both languages - and learn simple grammatical constructions needed for basic communication. The course will provide students with a cultural context for the language, introducing significant aspects of the history and culture of Spanish-speaking countries from Spain to the new World. The course is designed to introduce or solidify basic communication skills in Spanish and expose students to the basic elements of Spanish grammar, culture and history, as well as strengthening and expanding their vocabulary base. The course provides a rich texture of cultural and artistic experience, intense speech work, strong engagement with the poetry and the musical quality of the language, and communicative as well as grammatical correctness. Emphasis is on oral communication, although written work and reading are practiced throughout. Using a textbook, workbooks, selected reading and writing assignments,

songs, poetry, and games, the student develops proficiency in communicating orally as well as in written Spanish

Spanish Conversations will provide High School students more time to develop essential communication ability in Spanish and to explore the history and culture of Spanish-speaking countries before moving on to the intermediate and advanced levels of language study. It provides an accelerated review of vocabulary, grammar, and pronunciation learned in Spanish 1 while engaging students in increasingly advanced application of their knowledge. Emphasis is on oral communication, reading, writing, and application of grammar concepts. Using an intermediate textbook, workbooks, selected reading and writing assignments, songs, poetry, and games, the student develops proficiency in communicating through spoken Spanish as well as in essay form. A descriptive paper is required, researched and presented orally by year's end.

Spanish II Course Number: 0708350

Textbook: McDougal Litttle's Level 2 *¡Avancemos!*

Course Length: 1 Year 1.0 Credit

Spanish II, will continue to broaden the Spanish language vocabulary of students while expanding their knowledge of Spanish sentence structure. Students will begin reading simple texts in a variety of topical areas from the Spanish-speaking world. Non-native speakers and native speakers will learn together through the development of study teams and the use of the Internet to build the equivalent of pen pals with native Spanish speaking students in Spanish-language speaking countries. This course continues establishing communicative competence so students can express needs and desires in realistic settings in Spanish, as well as more complex thoughts with regard to lifestyle, cultural, and literary themes. The teacher guides the students towards proficiency through the careful development of listening, speaking, reading, and writing skills for the purpose of communication of ideas. Students write on experiences and readings. Grammar topics from Spanish 1 reviewed, plus present and past perfect (introduction to future and conditional perfect), commands, idiomatic verbs, in depth study of pronoun usage/placement, and comparison of adjectives. The formation and use of the present subjunctive mood is introduced. Cultural studies focus on reading selections that reflect a true picture of Hispanic society/history, including contemporary and historical Spanish and Hispanic authors; continued thematic vocabulary acquisition, and the poetry of major Spanish poets.

Computer Application I Course Number: 0200310

Textbook: Computer Concepts in Action (Glencoe)

Course Length: Semester 0.5 Credits

The purpose of this course is to meet the needs of secondary students and teachers and meets IC3 Standards. It will teach essential computer concepts and skills through hands-on activities and projects. Concepts such as ethics, careers, hardware and software applications, the Internet, and e-commerce, are taught using high-interest topics and real-world scenarios that are designed to engage students. Features:

- Researched-based reading strategies

- Integrated Academic Strategies
- Step-by-step exercises provide easy-to-follow instructions with large, detailed illustrations.
- Cross-curricular projects reinforce computer concepts and technology skills.
- Correlated to the nationally-recognized IC3 standards and ISTE NETS.

***Activity: Students are required to complete a service learning project using the FordPAS curriculum in all Computer classes.***

Computer Application II Course Number: 0200330

Textbook: Computer Essentials (Glencoe)

Course Length: Semester 0.5 Credits

The purpose of this course is to guide students to computing concepts. Motivate your students to reveal the relevancy of technology. Students are given a streamlined, concise, attractive approach to the fundamental issues surrounding the world of computing. It has a balanced approach between theory and applied learning while highlighting the relevance of these important topics. This textbook includes but not limited to the end of chapter materials and the text websites – work together to help you truly understand the basics of computer concepts. This text correlates with Simnet Online for full integration of resources within the Computing Concepts course.

CAREERS IN IT: Each chapter includes a job description for a different career in Information Technology. These descriptions provide students with education requirements, as well as salary range.

End of chapter material – The end of chapter material has been revised and redefined, making it easy for instructors and students to exercise different skill sets. \* Applying Technology: Making correlations between chapter material and real life. \* Expanding Your Knowledge: Citing sources other than the textbook to learn more about a specific topic, which encourages students to dig deeper to obtain a more technical understanding. \* Writing about Technology: Sharpening critical thinking, analysis, and writing skills by responding to technology-related issues such as privacy, security and ethics

Application-Based Material – Features updated coverage of new Windows and Mac operating systems, expanded coverage of e-commerce and new material in the following thought-provoking sections: Look to the Future Making IT Work for You On the Web Explorations

Strong Concept Reinforcement: Concept Checks, Crossword Puzzles, Multiple-Choice, and Matching Exercises offer students the chance to become concept experts.

Visually Appealing Chapter Openers and Closers: Summaries for each chapter make it easy for students to review important concepts.

Online Learning Center (OLC) is a website that follows the text chapter-by-chapter. OLC content is ancillary and supplementary germane to the textbook, as students read the book, they can go online to take self-grading quizzes, review material, or work through interactive exercises. OLCs can be delivered multiple ways – professors and students can access them directly through the textbook

website, through Page Out, or within a course management system.

Instructor Resource CD includes PowerPoint slides, instructor's manual with solutions, and test bank.

**Activity:** *Students are required to complete a service learning project using the FordPAS curriculum in all Computer classes.*

Ford PAS Computer/ Career Teaching Pillars: The teacher will assist students to structure their work and provide strategies for working effectively in teams. Computer teacher will also develop classroom connections with representatives from business, higher education and the community. Pillars include:

- Academically rigorous;
- Integration of academic and career-related knowledge and skills;
- Inquiry-based and project based instruction;
- Real world situations;
- Performance-based;
- Technology-rich;
- Career-relevant.

HOPE-Physical Education Variation Course Number: 1506320

Textbook: Health Making Life Choices (Glencoe)

Course Length: One Year 1.0 Credit

The purpose of this course is to develop and enhance healthy behaviors that influence lifestyle choices and student health and fitness. Students will combine the learning of principles and background information in a classroom setting with physical application of the knowledge. A majority of class time should be spent in physical activity. In addition to the physical education content, specific health education topics within this course should be included but not limited to:

- Mental / Social Health
- Physical Activity
- Components of Physical Fitness
- Nutrition and Wellness Planning
- Diseases and Disorders
- Health Advocacy

**Glencoe Health: Making Life Choices provides a comprehensive, real-world approach to health education.** This textbook offers a comprehensive approach to health education including chapters on sexuality and barrier protection within the student text. It gives students the important decision-making skills and information needed to promote their own good health. It teaches



responsibility and skills to allow students to make wise lifestyle choices—the key to living a long and happy life.

***Note: Any students whose parents make a written request to the school leader / teacher shall be exempt from the HIV/AIDS and human sexuality instructional activities. Supplemental activities will be given instead.***

Drawing and Painting I Course Number: 0104320

Textbook: Creating and Understanding Drawing (Glencoe)

Course Length: One Year 1.0 Credit

The purpose of this course is for students to have a discipline-based drawing program that provides an outstanding introduction to studio art, art criticism, and art history. It will prepare students to excel in any art-related field. The following concepts will be implemented:

- Drawing and Painting the Visual Vocabulary
- Drawing / Painting Media
- Learning to Draw and Paint
- Art Criticism and Aesthetics
- Acting as an Imitationalist
- Creating Imitational Drawings
- Acting as a Formalist
- Creating Formal Drawings
- Acting as an Emotionalist
- Creating Expressive Drawings
- Drawing and Art History
- Drawing and Technology
- Cartooning and Animation
- Careers in Art

Critical Thinking Skills Course Number: 1700370

Textbook: FordPAS Curriculum Modules 1-3

Course Length: Semester 0.5 Credits

Technology: Ford PAS (Service Learning)

***COURSE 1: Building Foundations*** introduces students to the worlds of business, product development, and manufacturing while building a foundation of skills important for academic and workplace success—skills that are used throughout the Ford PAS curriculum. In Module 1, students learn to work in teams to solve problems related to planning, developing, and producing products. In Module 2, students develop communication skills through reading, writing, and role-play activities as they expand the product line of a fictional business. In Module 3, students develop skills in research and analysis as they examine and compare the circumstances and lives of people working in different periods of United States history.

***MODULE 1 FROM CONCEPT TO CONSUMER: BUILDING A FOUNDATION IN PROBLEM-SOLVING From Concept to Consumer*** introduces students to various aspects of manufacturing, such as product design, product development, production planning, manufacturing processes, and quality assurance. Students learn about the historical context in which manufacturing occurs by investigating the evolution of everyday objects in relation to social and technological change. Students also attempt to solve a variety of problems similar to the problems people must solve in the various departments of manufacturing organizations. By the end of this module, students will know what it takes for a product to make its way from concept to consumer. Students also learn that effective communication, collaboration, and compromise are essential aspects of work in manufacturing organizations. Throughout the module, students develop and practice these skills through role-playing, hands-on simulation, and team-based research activities. This module relies heavily on guided Internet research and requires that student teams develop and give several presentations, including one presentation that uses Microsoft® PowerPoint® software. In addition to developing oral presentation skills, students also develop skills in communicating ideas graphically through process flowcharts and tables.

***MODULE 2 MEDIA AND MESSAGES: BUILDING A FOUNDATION OF COMMUNICATION SKILLS*** This module engages students in addressing a variety of communication challenges encountered by a fictional food chain, a company that is expanding its product line through a partnership with a company based in another country. As employees, students select a new line of food, decide on the best locations for introducing their new line, prepare to interview potential employees, analyze styles of communication appropriate for different contexts, develop logos and slogans, and plan an ad campaign. In an ongoing assignment, students analyze advertisements to discover ways that the media communicate messages. The goal of Module 2 is to introduce students to communication issues in the workplace. The business scenario provides the context in which students learn and apply a variety of written and verbal workplace communication skills, such as summarizing and organizing written and verbal information, giving and receiving feedback, writing and speaking persuasively, writing and then revising a short report, and making oral presentations. Students develop an awareness of issues of diversity in communication and the importance of shaping information for a specific audience and purpose. Students also practice developing communication skills using presentation software.

***MODULE 3 PEOPLE AT WORK: BUILDING A FOUNDATION OF RESEARCH SKILLS*** This module challenges students to trace changes in the workplace by looking closely at key periods in United States history. Students learn how such factors as immigration, the economy, technological innovation, and legislation affected people’s work experiences in the past, shape working conditions today, and will affect the workplace of tomorrow. Students research different periods of U.S. history by analyzing primary and secondary sources of information, including documents, art, and photographs, that portray work life from various perspectives. They also conduct interviews of present-day workers in order to collect information about the workplace of today. In Module 3, students learn and apply a variety of research and communication skills, including finding and evaluating sources, paraphrasing, and citing sources appropriately. In an ongoing project, students develop technology skills as they build a class Web site that explains how the workplace has changed throughout U.S. history.

***Activity: Students are required to complete a service learning project using the Ford PAS curriculum in Critical Thinking Class.***

Career Research and Decision Making Course Number: 1700380

Textbook: Ford PAS Curriculum Models 4-6

Course Length: Semester 0.5 Credits

Technology: Ford PAS (Service Learning)

The career and education planning of this course has been integrated. This course must include career exploration using FACTS.org and CHOICE in order to complete a personalized academic and career plan for all students, check the student's graduation status, find and apply for a college / university of their choice, apply for scholarships etc.

**COURSE 2: ADAPTING TO CHANGE** Adapting to Change begins with an exploration of evolving career, job, and internship possibilities and then engages students in a study of two issues that are driving change in business and industry today: environmental concerns and efficiency. Module 4 gives students an opportunity to explore their own interests and values, as well as a chance to match these interests and values to changing employment opportunities in their communities. In Module 5, students explore how industry can respond to the challenge of becoming environmentally sustainable by changing products, processes, facilities, and supply chains. In Module 6, students respond to another current-day challenge—making the most efficient use of time, human, and material resources in a customer-driven market.

**MODULE 4 CAREERS, COMPANIES, AND COMMUNITIES** This module introduces students to three interwoven themes that continue throughout this course. The first, “The Changing Nature of the Workplace,” is introduced through the Change in the Workplace assignments that students complete in each of the six activities. The second and third themes, “Interplay Between Industry and Community” and “Industry Clusters,” are explored through both in- and out-of-school activities, as well as through a Career Exploration Journal. Students are given a Career Exploration Journal assignment in each of the first five activities, and they use those assignments, and their new understanding of both industry clusters and the interactions between industry and community, to create a career presentation. In Module 4, students learn about the businesses and industries in their region, the range of positions companies may offer, and the changing nature of the workplace. They gain information through interviews, classroom speakers, a worksite visit, and other resources. Throughout the module, students develop technology skills: working with databases, creating and delivering presentations, and doing Internet research. By the end of this module, students will have a better understanding of careers they may want to pursue, places they may want to work or intern, and the ways that people and companies adapt to change.

**MODULE 5 CLOSING THE ENVIRONMENTAL LOOP** This module students will investigate how industry is changing in response to today's environmental issues and learn about a range of incentives for reducing the environmental impact of products and processes. They first look at how every stage in the life cycle of everyday products affects the environment. Then, through video, case studies, and Web research, they learn how industries are redesigning products for easier remanufacture or recycling, changing their production processes, improving their facilities, developing eco-industrial parks, and “greening” their product supply chains. Module 5 introduces students to the use of data for monitoring progress toward environmental goals. Through a role-play activity, students develop the negotiation skills needed to build financially and environmentally

sustainable business partnerships. Throughout the module, students apply what they learn about products and companies to a product of their own choosing. In a final activity, they present proposals for making their chosen products more environmentally sustainable.

**MODULE 6 PLANNING FOR EFFICIENCY** This module focuses on how companies can make the best use of time, materials, and human resources in the context of changing social, environmental, and market realities. Students learn about historical changes in the ways that people think about time and work, and explore how these changes, along with advances in technology, have shaped the ways in which businesses manage their resources. Through role plays, simulations, and case studies, students try out and analyze various approaches to resource management and production planning. In Module 6, Students learn how to use resource management tools including the critical path method and value stream mapping. Then they apply these tools to planning and scheduling tasks in their own lives and in several business settings. Students also develop skills for conducting effective meetings. In an ongoing project, teams research and observe a local business to see how it manages its time, materials, and human resources.

*Activity: Students are required to complete a service learning project using the Ford PAS curriculum in the Career Research Class.*

**Describe how the effectiveness of curriculum will be evaluated.**

PBL Academy High School will evaluate the effectiveness of the program in different ways:

- Parental Survey conducted annually
- Student Satisfaction Survey conducted annually
- Faculty and Staff Evaluation conducted twice a year

## **5. STUDENT PERFORMANCE, ASSESSMENT AND EVALUATION**

**State the school’s educational goals and objectives for improving student achievement. In how much academic improvement students are expected to show each year, how student success will be evaluated and the specific results to be attained.**

**Goal:** To increase student test scores as evidence by state standards.

**Objectives:** A 10% annual increase in the number of students showing yearly progress as measured by state assessments. A 10% annual increase in the percentage of students meeting or exceeding level 3 on the FCAT or an equivalent level on the alternate assessments

In the following sections, we have outlined goals in course subjects with details on strategies and teacher professional development that support goals. The subsequent table in this section sets out goals for academic improvement with methods of measurement.

**READING GOAL:** Seventy Percent of the students will meet grade level expectation (level 3) as evidenced by the FCAT Reading SSS Assessment by the school.

**STRATEGIES:**

- Pre-test all students for early identification of benchmark skill deficiencies
- Provide remediation and tutoring
- Participating in daily reading activities and instruction that focus on the proficiencies in reading.
- Provide professional development activities which focus on the Next Generation Sunshine State Standards
- CRISS Strategies and active reading strategies across the curriculum.
- Engage students in projects requiring research in order to improve reading skills.
- Enhance reading strategies using computer based programs.
- Identify the students that scored levels 1 and 2 on the FCAT reading test and provide a personal monitoring plan
- Plan using a benchmark focused calendar
- RTI Interventions
- FAIR Assessments will be implemented and reviewed by administration and faculty

**PROFESSIONAL DEVELOPMENT TRAINING:**

- CRISS (Creating Independence through Student-owned Strategies)
- Computer Software
- Curriculum support
- RTI Training
- Differentiated Instruction
- Reading and Writing Across the Curriculum
- Higher Order Thinking and Questioning

**MATHEMATICS GOAL:** Seventy Percent of the students will meet grade level expectation (level 3) as evidenced by the FCAT Math SSS Assessment by the school.

**STRATEGIES:**

- Conduct School in-service sessions focusing in math skills
- Analyze student test data to implement intervention for all students in Levels 1 & 2.
- Pre-test all students for early identification of benchmark skill deficiencies and provide remediation for identified students
- Provide opportunities for teachers to participate in professional development activities that focus on content and strategies in mathematics benchmarks
- Enhance math skills through computer based instruction
- Emphasize problem solving applications associated with the FCAT benchmarks
- Provide tutoring
- Provide students with hands-on opportunities using manipulative for inductive reasoning and discovery in classroom activities
- Plan using a benchmark focused calendar
- Identify the students that scored levels 1 and 2 on the FCAT math test and provide a personal monitoring plan

**PROFESSIONAL DEVELOPMENT TRAINING:**

- Computer Software
- Hands on activities in classroom / Using Manipulatives
- RTI Training
- Higher Order Thinking and Questioning
- Differentiated Instruction

**WRITING GOAL:** Ninety Percent of students in 10<sup>th</sup> grade will meet grade level expectation (4.0 or above) as evidenced by the FCAT Writing Assessment.

**Strategies:**

- Engage students in poetry contest.
- Identify low performing students
- Incorporate daily writing activities that focus on benchmarks across the curriculum
- Create and show evidence of growth in individualized students' writing portfolio
- Modeling FCAT prompts and anchor papers school-wide
- Identify the students that scored below a 4.0 and provide a progress monitoring plan
- Students will use the 6 plus 1 traits of writing, the writing process daily and journal writing to monitor growth across a period of time
- Writing Rubric will be shared with parents, faculty, staff and students

**Professional Development Training:**

- Holistic Scoring and FCAT Writing prompts
- Six Plus One traits of writing
- Differentiated Instruction
- RTI Interventions

**SCIENCE GOAL:** Fifty Percent of the students in 11<sup>th</sup> Grade will meet grade level expectation (level 3) as evidenced by the FCAT Science Assessment

**Strategies:**

- Develop a focus plan with all targeted benchmarks
- Incorporate the use of FCAT science review material into the classroom lesson
- Identify the students that scored levels 1 and 2 on the FCAT science test and provide a personal monitoring plan
- Incorporate lesson plans that target to improve the understanding of the scientific method, which ultimately gives the student mastery of the scientific progress
- Participate in Science Fair Projects
- Computer Software supplements
- Implement experiments, labs and multi-sensory instruction in the classroom
- Reading strategies will be used to enhance comprehension through the curriculum
- Classroom walkthroughs will be conducted to ensure proper implementation of strategies
- Lesson plans will include differentiation of instruction

**Professional Development Training:**

- Lab Experiments
- Integrating Math and Science
- Computer Software
- Differentiated Instruction
- Response to Intervention

**Describe the school’s student placement procedures and promotion standards.**

**Promotion Standards:**

Promotion from ninth grade to tenth grade occurs when a student has completed one full year and has earned five credits including one of the following options: 1) at least one required credit in English or mathematics or 2) one-half credit in English and one-half credit in mathematics while enrolled in Grade 9

Promotion from tenth grade to eleventh grade occurs when a student has completed two full years and has earned eleven credits including the following: three required credits in English or mathematics, one required credit in science, and one required credit in social studies in Grades 9 and 10.

Promotion from eleventh grade to twelfth grade occurs when a student has completed three full years and has earned seventeen credits including eight required credits in English, mathematics, science, and social studies while enrolled in Grades 9, 10, and 11.

**Grading Scale:**

A	90-100	4 points
B	80-89	3 points
C	70-79	2 points
D	60-69	1 point
F	59 or Below	No points
I	Incomplete (No Grade)	

Effort Grades: 1 Outstanding 2 Satisfactory 3 Need Improvement

**Graduation Requirements - 26 Total credits**

English: 4 credits, with major concentration in composition, reading for information, and literature

Mathematics: 4 credits, (one of which must be Algebra I)

Science: 4 credits in Science, (two of which must have a laboratory component)

Social Studies: 4 credits (1 credit Geography, 1 credit World History, 1 credit American History, 0.5 credit American Govt., 0.5 credit Economics)

Fine and Performance Arts: 1 Credit

Physical Education and Health: 1 Credit

8 Electives including 2 Credits in Foreign Language (Spanish I and Spanish II)

**Additional Requirements for Graduation**

- Passing scores on the Grade 10 Reading FCAT 1926 (Scale Score of 300) or above, Grade 10 Math FCAT 1889 (Scale Score of 300) or above.
- Cumulative GPA of 2.0 on a 4.0 scale
- 75 hours of Community Service Hours.
- Completion of the ePEP plan
- Completion of Service Learning Portfolio

**Graduation Option:**

Students can retake the FCAT as many times as they want, until they pass it, and can enroll for a “free 13<sup>th</sup> year of public education should they need additional instruction to successfully pass the FCAT. Students currently have up to five opportunities to pass the Grade 10 FCAT prior to graduation. Students who do not pass the FCAT in the spring of their sophomore year may retest in fall and spring of their junior and senior years.

Florida students do have other options. A senior can graduate by receiving a score comparable to the FCAT passing score on the ACT or SAT. Students may satisfy the score requirements using various combinations of tests. See the chart below for the concordant scores that must be achieved by graduation year:

SAT Reading: 420      SAT Math: 340

ACT Reading: 18      ACT Math: 15

Per s. 1008.22(10), F.S., a student must take the Grade 10 FCAT a total of three times without earning a passing score in order to use these scores from the ACT or SAT. This requirement does not apply to a student new to the public school system in Grade 12.

Seniors who are just missing testing requirements for graduation will receive a Certificate of Completion. Seniors with a Certificate of Completion may enroll in any public community college in Florida by taking the Florida College Entry-Level Placement Test (CPT) to determine if they qualify to register for college-credit courses or must take remedial courses to continue their college-preparatory studies.

**Progress Monitoring Plan (PMP):**

*In accordance with Florida law, a child who is not meeting requirements for proficiency in reading and mathematics shall be covered by a Progress Monitoring Plan (PMP). The PMP is a curriculum intervention document designed to assist the child or the school in meeting state and district expectations for proficiency in mathematics and reading. This plan will be developed in conjunction with teachers, parents, students, and administrative staff, for implementation.*

**Documentation of Student Outcomes: Describe how baseline achievement data will be established, collected, and used.**

The educational strengths and needs of students are determined on an individual and school-wide basis. Each student's results are studied relative to the entire school performance. The results of the most recent FCAT testing are used to determine the base line level of mastery in reading, writing, science and mathematics. This information will be communicated to the student, the teacher, and the parents/guardians.

Also, data collected by teachers through their assessments will be used to plan instruction. Pre/Mid and Post assessments are state standards-based. Those assessments include student work, presentations, projects, teacher- made tests, and teacher observations. Formative testing is used to determine class and individual student standards mastery. This provides teachers with the information necessary regarding the need to re-teach the class level utilizing other strategies. It also provides the teacher with the necessary information to design more



prescriptive remediation at the individual student level.

The data will be collected and used through the Florida's Progress Monitoring and Reporting Network (PMRN). This tool is a reliable form to provide information about student progress in learning.

Finally, the results of the FAIR, BAT Testing, and other assessment will be used to formulate an instructional focus calendar. During mid-year testing, the scores will be used to formulate a Crunch Time Calendar that addresses the weak benchmarks that must be addressed with intensity before the Spring FCAT test. The Humming Bird system will be used to pull out data and plan accordingly.

Identify the types and frequency of assessments that the school will use to measure and monitor student performance.

<i>Assessments</i>	<i>Dates</i>	<i>Grades</i>
<b>Florida Comprehensive Achievement Test</b>		
<b>FCAT Reading and Mathematics (Retake Only)</b>	October 11-15 or October 18-22	Retake Only
<b>FCAT Reading 2.0 &amp; Mathematics</b>	April 11-22	9 <sup>th</sup> - Retake
<b>FCAT Science</b>	April 11-22	11
<b>FCAT Writing</b>	March 1-3	10
<b>Florida Alternative Assessment</b>		
<b>FAA Reading, Math, Writing, Science Access Points</b>	Jan - March	Selected ESE
<b>Comprehensive English Language Learning Assess</b>		
<b>CELLA All English Language</b>	March – April 8th	9,10,11,12
District Developed Formative Math, Science, Writing	Sept , Dec	9,10,11
<b>Florida Assessment for Instruction in Reading</b>		
<b>FAIR Formative Reading Assessment</b>	Aug - May	9,10, 11, 12
End of Semester Exam, Mid Terms & Final Exams	Jan , May	9,10, 11, 12
BAT Testing	BAT 1: 9/13- 9/16 BAT 2: 11/29-12/2	9-12
Benchmark Testing Reading, Math, Writing, Science	On-going	9,10, 11, 12
Pre/Mid/Post Testing	Aug, Dec, May	9,10, 11, 12
End of Course Exam Algebra I Endo of the Course Exam for Geometry and Biology I	May 9-27 May 2 – June 2	Alg. I students Selected Districts
<b>American College Testing (ACT)</b>	Sept. 10, 2011, Oct. 22, 2011, Dec. 10, 2011, Feb. 11, 2012, April 14, 2012 and June 9, 2012	11 <sup>th</sup> – 12 <sup>th</sup> Graders
<b>Scholastic Assessment Test (SAT)</b>	Oct. 2011, Nov. 2011, Dec. 2011, Jan. 2012, March 2012, May 2012, June 2012	11th – 12th Graders

College Placement Test (CPT)	May 2012	12
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**Describe how student assessment and performance information will be shared with students and with parents.**

Type of Documentation	Month/Season Evaluated	Purpose for Evaluation
Report Card	Quarterly; All Grades	Report for parents documenting the level of performance during a nine-week period as well as indicates possibility of promotion or retention.
Progress Report	Quarterly; All grades, mid-way through each report card period.	Report for parents documenting progress during current grading period.
FCAT	Re-takers 11 <sup>th</sup> and 12 <sup>th</sup> (Fall) and Spring Grades 9-12	To demonstrate school-wide as well as individual achievements in reading, writing, math, and science.
CELLA All English Language	ESOL Students	Information about the language proficiency levels of individual students that can be used in making decisions regarding placement into, or exit from English for Speakers of Other Languages (ESOL) programs.
FAIR	9-12	Determine Student Progress

**Students will be engaged in ongoing data chats: Appendix B**

**Describe, to the extent possible, how student progress and performance will be evaluated and compared to closely comparable student populations.**

Students receiving services through the ESE program will be assessed in terms of progress toward meeting objectives stated in the IEP. ELL student's progress and performance will also be evaluated through the objectives stated in the LEP plans and recommendation of LEP committee. At-risk students will be tracked with the progress monitoring plan. Statistically valid samples of students who enter a charter school are demographically matched with an equivalent sample of students enrolled at district school in terms of:

- race and ethnicity
- gender
- socioeconomics

- achievement level (standardized tests) language proficiency - ELL Level
- grade level and/or age
- exceptionality
- other significant variables such as juvenile delinquency, etc.

Assessment results are always incorporated into report cards with teacher comments added. These are reported to parents and students.

The school will be held accountable on student performance, and the school will provide any accountability report or School Improvement Plan in accordance with Florida Department of Education guidelines.

## **6. EXCEPTIONAL STUDENTS**

**Students with Disabilities: Describe how the school will comply with state and federal requirements for serving students with disabilities, including the procedures that will be utilized for identifying students with special needs, developing Individualized Education Plans and 504 plans, and providing a full range of services.**

Families are critical to the development of any child, and they are especially important for a child with a disability. PBL Academy is committed to providing support to parents and families of children with learning challenges. It is our goal to help families obtain information and skills to help their children reach their fullest potential.

The School will have a comprehensive plan, aligned with Broward County Public School System and Response to Intervention (RTI) to identify, document, service, and evaluate students with disabilities. PBL Academy will not discriminate on the basis of race, religion, national/ethnic origin, or *disability* in the admission of students. The School and its founders/governance board will not violate the anti-discrimination provisions of the Florida Statutes. The School will meet all applicable state and federal requirements including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973. The school will provide all services identified in the IEP plans of each student with disability.

Students who have been identified as educable mentally handicapped, trainable mentally handicapped, deaf or hard of hearing, specific learning disabled, physically impaired, language impaired, emotionally handicapped, or profoundly handicapped may be eligible for a special diploma.

### **High School Diploma Options for Students with Disabilities:**

- Standard Diploma
- Standard Diploma with FCAT waiver
- Special Diploma

### **Graduation Requirements - 26 Total credits**

English: 4 credits, with major concentration in composition, reading for information, and literature

Mathematics: 4 credits, (one of which must be Algebra I)

Science: 4 credits in Science, (two of which must have a laboratory component)

Social Studies: 4 credits (1 credit Geography, 1 credit World History, 1 credit American History, 0.5 credit American Govt., 0.5 credit Economics)

Fine and Performance Arts: 1 Credit

Physical Education and Health: 1 Credit

8 Electives including 2 Credits in Foreign Language (Spanish I and Spanish II)

### **Additional Requirements for Graduation**

- Passing scores on the Grade 10 Reading FCAT 1926 (Scale Score of 300) or above, Grade 10 Math FCAT 1889 (Scale Score of 300) or above.
- Cumulative GPA of 2.0 on a 4.0 scale
- 75 hours of Community Service Hours.
- Completion of the ePEP plan
- Completion of Service Learning Portfolio

### **Graduation Option:**

Students can retake the FCAT as many times as they want, until they pass it, and can enroll for a “free 13<sup>th</sup> year of public education should they need additional instruction to successfully pass the FCAT. Students currently have up to five opportunities to pass the Grade 10 FCAT prior to graduation. Students who do not pass the FCAT in the spring of their sophomore year may retest in fall and spring of their junior and senior years.

Florida students do have other options. A senior can graduate by receiving a score comparable to the FCAT passing score on the ACT or SAT. Students may satisfy the score requirements using various combinations of tests. See the chart below for the concordant scores that must be achieved by graduation year:

SAT Reading: 420      SAT Math: 340

ACT Reading: 18      ACT Math: 15

Per s. 1008.22(10), F.S., a student must take the Grade 10 FCAT a total of three times without earning a passing score in order to use these scores from the ACT or SAT. This requirement does not apply to a student new to the public school system in Grade 12.

Students who complete the required courses but fail to meet the other diploma requirements may receive a certificate of completion. A certificate of completion is not a diploma. It certifies that the student attended high school.

### **Standard Diploma with FCAT Waiver Option:**

Legislation provides for a waiver of the FCAT as a requirement for graduation with a standard high school diploma for students with disabilities whose abilities cannot be accurately measured by the

statewide assessments. The individual educational plan (IEP) team may request a waiver of the FCAT requirement for a standard high school diploma for those students with disabilities identified in the “Enhanced New Needed Opportunity for Better Life and Education for Students with Disabilities Act” (ENNOBLES) who also meet the requirements set forth in Sections 1003.43(11)(b) or 1003.428(8)(b), Florida Statutes.

### **Special Diploma:**

ESE students earning a Special Diploma shall master specific standards and benchmarks at the independent, supported, or participatory level as mandated and prescribed in the Next Generation Sunshine State Standards Access Points.

- The student must be successfully employed for at least one semester, at or above minimum wage.
- The student must achieve all annual goals and short-term objectives related to employment and community competencies in the graduation training plan.
- The student must show mastery of competencies in his or her employment and community competencies training plan.

*A special certificate of completion* is available to students with disabilities who are unable to meet all of the requirements for a special diploma. The certificate indicates that the student passed the required ESE courses but did not master all of the Sunshine State Standards for Special Diploma.

### **Identify the staffing plan for the school’s special education program qualifications of staff.**

The School will designate a IEP Team lead by the Exceptional Student Education (ESE) Specialist to implement the Collaborative Problem Solving Plan and Response to Intervention when there is an academic or behavioral concern for a student. Staff will understand that a referral alone does not qualify a child for additional services through an Individual Education Plan (IEP). The School recognizes that children encountering “at-risk” academic or behavioral situations require swift and effective documented interventions.

IEP Team must include, but are not limited to the following:

- The parents of the student
- Not less than one Regular Education Teacher if the student **is** or **may** be participating in the regular education environment. [The requirement of the Regular Education Teacher’s attendance may be excused when the parent provides written consent to do so and when Regular Education Teacher’s written input is provided in advance of the meeting to the parents and to the IEP Team.]
- Not less than one Special Education Teacher/Therapist who serves or may serve the student
- A Local Education Agent (LEA) who represents the Public Agency (school district)
- An individual who can interpret instructional implications of evaluation results (Evaluation Representative) [Another qualified IEP Team member may fulfill this role. If this occurs, that individual will sign the IEP twice.]
- Other individuals who have knowledge or special expertise regarding the child, at the discretion of the parent or agency (school district)
- The student, whenever appropriate

The following collaboration with support staff will focus on the development of interventions for identified students:

- Teachers will be expected to monitor students for early identification of children who may experience continued low academic performance and/or behavior problems. In compliance with state regulations, the School will develop an IEP Team to identify and plan alternative instructional strategies for students prior to, or in lieu of, referral to special education.
- Teachers will be required to document all parent meetings and interventions for the identified child prior to referral to the team.
- Upon identification of a child, the team will meet to provide support to the teacher, student and parent/guardian. Support suggests immediate interventions that will include, but are not limited to, teaching strategies tailored to the student's needs.
- If the student does not qualify for services under federal regulations, the teacher and support team may continue to provide strategies as needed.
- If the student is identified in accordance with federal regulations to be eligible for special services under the IDEA, The School will comply with all applicable requirements of Part B of this act. In accordance with Federal regulations, children with disabilities who attend The School and their parents/guardians retain all rights under Part B of the IDEA.

#### **Students Identified With Disabilities:**

All children identified with disabilities attending the School will receive services in accordance with a properly developed IEP. All procedural safeguards will be met in terms of provisions such as parental consent and written notice of meetings. Special education services will be provided by qualified personnel or contracted to a licensed outside agency, as deemed necessary.

The ESE Teacher, ESE Specialist, General Education teacher and Administrator will be responsible to develop and review IEP's for students with disabilities. A Technical Support person from the district may be solicited when questions arise.

In meeting the needs of students with disabilities, the School will implement the following:

- IEP's to include regularly scheduled IEP meetings with the student's legal guardian, the Local Education Agency (LEA) representative, ESE Specialist, ESE teacher, regular education teacher, evaluation specialist, and other related service personnel.
- Students with disabilities will receive instruction as determined through the IEP process.
- Students with disabilities will be educated in the least restrictive environment (LRE). The LRE is defined as the educational setting where a child with disabilities can receive a free appropriate public education (FAPE) designed to meet his or her education needs while being educated with peers without disabilities in the regular educational environment to the maximum extent appropriate.
- Teachers providing direct educational services to ESE students will be certified.
- ESE support personnel will be provided the necessary resources and support.

#### **Staffing Plan for ESE Program:**

It is projected that PBL Academy HS may enroll approximately 10% of ESE students the first year.

This may include students who are newly identified and students who transfer from another school with an IEP. The school will employ a full-time ESE Specialist to manage the ESE Program, documentation, instruction, and training for students, staff and families of students with disabilities.

The ESE Specialist will be responsible for:

- Orientation of ESE parents and students during pre-planning.
- Weekly consultations with teachers of ESE students to ensure modifications and accommodations are being met.
- Direct instruction of services as determined by the IEP.
- Administration of screenings and preparing district paperwork.
- Monitoring and scheduling annual and re-evaluation meetings.
- Facilitating Staffing meetings.
- Assisting with scheduling ESE students for required services as per the IEP.
- Reporting testing accommodations, as per the IEP, to the testing coordinator, regular education, and ESE teacher.
- Determining, with support of the IEP committee, if related services such as OT/PT, Home Health, Family Counseling, or Transportation are being considered.
- Transition planning for eligible students.
- Training staff to identify learning difficulties as well as gifted characteristics.
- Ensure that all dates on the IEP and in the student folder are correctly recorded in the data reporting system for audit and funding accountability.
- Perform progress monitoring audits to ensure accountability with student folders, student schedules, ESE teacher logs, and all related compliance issues.

#### **Accommodations for ESE Students:**

- Test modifications will be provided as directed by state laws.
- Exemption of an ESE student from statewide assessments is possible only if documented in the IEP (Florida Alternative Assessment)
- Upon recommending exemption from statewide assessments, the IEP documents the appropriate alternative assessment to be administered.
- Promotion/retention of ESE students will follow the guidelines set for in the District Pupil Progression Policy.
- Extended School Year (ESY) will be determined annually by the IEP committee using a variety of formal and informal assessments.
- Criteria used to determine ESY are the likelihood of significant or substantial regression of previously learned critical life skills from the current IEP during the break of service, and limited or delayed recoupment of these skills after services resume.
- If determined, delivery of ESY services will be determined by the IEP committee and may include home packets, periodic student contact, on-the-job support, school based programs that the student attends for a specific number of hours each week.

#### **Discipline Procedures for ESE Students:**



- The school will follow the “Behavioral Support Guidelines For Addressing Severe Crisis Behaviors Of Students With Disabilities
- Suspensions and/or expulsions of students with disabilities who commit acts defined in the Code of Student Conduct as suspendable or expellable acts shall be governed by this policy;
- Federal law does not permit school districts to cease all educational services to students with disabilities as defined in IDEA;
- Suspension from a student’s current educational placement that cumulatively totals more than 10 school days in a school year constitutes a change in placement and requires an IEP meeting;
- Implementation of the 1-10 day suspension requires that written Notice of Suspension be sent within twenty-four hours by certified or registered mail;
- The school will input the required suspension data on the appropriate Hummingbird system;

**Gifted and Talented Programs: Describe how the school will serve gifted and talented students.**

The needs of gifted and talented students will be addressed as outlined in the Educational Plan for each student. Gifted courses will be based on the needs of the student population.

The school’s gifted plan will be as follows:

- Equitable identification and referrals
- Equitable services
- Uniform standards consistently implemented
- Effectiveness of the teachers and programs
- Engaged parents

The referral process for gifted students will follow the Broward County Public School’s guidelines. The screening process begins when the student’s teacher, parent or other qualified personnel observe outstanding academic, creative or other superior abilities when compared with other students of the same age group. Students may also be identified by their test scores on tests like the FCAT. The reporting of these observations initiates the process of collecting necessary data to determine eligibility.

Students who are gifted have learning needs that go beyond what is traditionally offered in the regular classroom. The nature of their abilities, demonstrated or latent, requires differentiated learning experiences and opportunities for them to maximize their potential. Teachers need to develop the depth and quality of their students’ experiences while adjusting the pace to meet individual needs. This can be accomplished by offering opportunities for students to:

- Pursue topics of study in greater depth or to a greater level of cognitive challenge
- Tackle a wider range of authentic and complex academic tasks that require doing real-world work
- Advance through activities at a faster pace
- Develop a sense of self and the possibilities that the world has to offer

### ***Instructional Strategy and Method***

The ESE Specialist will work together to develop a master Gifted program. The ESE Certified Teacher will assist with the co-teaching and instruction within the classrooms (inclusion).

#### **Strategies focused in the classroom:**

- Gifted students will be able to think creatively and critically to identify and solve real-world problems.
- Identify and investigate a problem and generate supportive arguments from multiple perspectives of a complex issue.
- Analyze the relevance, reliability, and usefulness of data to draw conclusions and forecast effective problem solutions.
- Use and evaluate various problem-solving methods to determine effectiveness in solving real-world problems.
- Gifted students will be able to create, adapt, and assess multifaceted questions in a variety of fields / disciplines.
- Identify significant questions within and across disciplines.
- Generate significant questions within and across disciplines.
- Evaluate and refine significant questions within and across disciplines.
- Identify leadership traits and qualities as they appear in different individuals and situations.
- Manifest significant leadership skills and organize group(s) to achieve project goals.

#### **Describe how the school's effectiveness in serving exceptional education student will be evaluated.**

The school will work closely with the guidance of the Broward County Public School's department of Exceptional Student Education to identify the special needs of students. The school shall adhere to and implement an ESE program in compliance with all federal, state, and local laws, regulations, guidelines and directives, including but not limited to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973. The high school will implement the 504 plans as received, unless the teacher, parent, or administrator refers the student for an update.

The evaluation team will include three professional personnel, one of whom is the designated ESE Specialist and one of whom is a teacher or specialist knowledgeable about the area of suspected disability. The evaluation team and the Board of Directors will ensure the effectiveness of the entire ESE program.

ESE Evaluation will ensure that:

- The school has an effective program in place for students with exceptionalities.
- Inform parents to all meetings and have consent obtained during referral.
- The team reviews existing information on the child and interviews the general education teacher.
- The team conducts evaluations which help determine the educational needs of the student.
- Evaluations will include involvement with the parent (parents will receive copies of the evaluation), be individualized, nondiscriminatory, provide translators to native language if

necessary, gather information that is functional, developmental and instructions about the student, be administered by a trained personnel, and it is completed in a timely manner.

## **7. ENGLISH LANGUAGE LEARNERS**

**Describe how the school will comply with state and federal requirements for serving English language learners, including the procedures that will be utilized for identifying such student providing support services.**

In accordance with Broward County policies and procedures, PBL Academy HS will survey all students using a Home Language Survey. If the survey indicates a need, the school will make appropriate placement. Faculty and parents of the students will plan the means for further instruction of the student in the English language and/or will specifically indicate how instruction will be modified in the basic subject area.

PBL Academy will implement the following in the ELL program:

- Leadership and Administrative Support
- ESOL Instructional Strategies and Methodologies
- Support Services
- Appropriate Courses, Assessments and Progress Monitoring
- Home-School Collaboration
- Entry / Exit Criteria
- Professional Development
- Support Learning Environment
- Goals and Objectives
- The Right Amount of Time
- The Right Students

PBL Academy HS will implement the Basic Mainstream Instruction Model. The school will implement a Developmental Language Arts through ESOL course designed for ELLs who are non-English speaking and/or at the beginning level of English Language proficiency (A1-A2) and score a level 1 or 2 on FCAT Reading or have no FCAT Reading Score. Listening, speaking reading and writing are made comprehensible through instruction in English using strategies and techniques appropriate to their level of English proficiency and reading ability. This course will be in lieu of Intensive Reading. Students will not be enrolled in both Intensive Reading and Developmental Language Arts through ESOL.

Students classified B1, B2 and C1, will receive instruction in the basic mainstream using differentiated instruction and identified curriculum instruction. The teachers will use ESOL strategies and those strategies will be reflected in their lesson plans.

General Education teacher, curriculum specialist and administrators are responsible of participating in the ELL assessment to ensure that the ELLs are appropriately scheduled in courses that will meet their academic and linguistic needs. Classroom teachers evaluate student performance by monitoring classroom grades, progress reports and report cards throughout the year to identify ELLs' supplementary needs and most effective instruction delivery strategies. To monitor student's

progress, teachers may use report cards, test scores, classroom performance, Comprehensive English Language Learning Assessment (CELLA) test scores and any other document that reflects student achievement. The school's ESOL contact is responsible of ensuring that the monitoring process has been completed as required. School administration is held accountable and should perform walkthroughs to monitor effective use of ESOL strategies and appropriate implementation of instructional program model.

**Identify the staffing plan for the school's English Language Learner Program including the number of qualifications of staff.**

The administration and the ELL specialist will work together to develop a master ELL program schedule and to complete the scheduling requirements of all ELL students. All teachers that have ELL students in their classroom with have the ESOL endorsement completed. The supplemental materials used to support ELL students will be using the Pearson Shining Star Series Levels: Intro, A,B, & C.

**Accommodations for ELL Students:**

- Test modifications will provided as directed by state laws.
- Exemption of an ESOL student from statewide assessments is possible only upon ELL Committee recommendation on an individual basis for students in the ESOL program two years or less.
- Upon recommending exemption from statewide assessments, the ELL Committee determines the appropriate alternative assessment to be administered.
- Promotion/retention of ESOL students will follow the guidelines set forth in the District Pupil Progression Policy.
- ESOL strategies in all classrooms.

**General Assurances:**

PBL Academy HS is committed to assure the ESOL Programs and Services will help ELL Students achieve the Next Generation Sunshine State Standards. The School ESOL curricula and instruction will be aligned with the Next Generation Sunshine State Standards.

The School will make sure that:

- Comprehensive instruction is provided for ELL students through bilingual assistance, the use of ESOL strategies, and the use of supplementary materials.
- ESOL strategies will be documented in the teacher's plan book.
- Students will be offered many opportunities to listen, speak, read and write.
- Lessons will be aligned with Next Generation Sunshine State Standards and documented as required by the state.
- Any ELL student who does not meet specific levels of performance in reading, writing, science and mathematics will be provided with an PMP to assist the student in meeting state and district expectations for proficiency.
- A LEP folder will be generated for each ELL student enrolled in the ESOL program.

- ELL students will be assessed both in language proficiency and academic achievement and participate in district and state assessments
- An ELL committee will be formed and meet to resolve any issue that affects the instructional program of a ELL student. Parents will be invited to attend the ELL meeting.
- All efforts will be made to inform and orient parents through the use of materials that are translated to their language.
- The School will not deny English Language Learner students access to any curriculum being offered to non-ELL students.

The school will implement an effective ESOL Program taking into consideration:

1. Leadership/ Administrative Support
2. Instructional Strategies and Methodologies
3. Support Services
4. Appropriate Courses, Assessments and Progress Monitoring
5. Home-School Collaboration
6. Entry / Exit Criteria
7. Professional Development
8. Supportive Learning Environment
9. Goals and Objectives
10. The Right Amount of Time
11. The Right Students in Program

## 8. SCHOOL CLIMATE AND DISCIPLINE

**Describe the school’s daily schedule and annual calendar, including the annual number of days and hours of instructional time.**

School calendar and schedule (**Appendix A**).

Number of Days: 180

**Daily Instructional Time:** The School Day will begin at 7:30 with students reporting to Homeroom no later than 7:55 for daily attendance and announcements. There will be six instructional periods daily with school dismissing at 3:30. Each instructional period is 62 minutes long. Students are allowed three minutes to move from one class to another. Before and after school tutoring is available for all students Monday through Friday.

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>7:00 – 7:30</b>	Tutors available	Tutors available	Tutors available	Tutors available	Tutors available
<b>7:30 - 7:55</b>	Breakfast/ Arrival	Breakfast/ Arrival	Breakfast/ Arrival	Breakfast/ Arrival	Breakfast/ Arrival

7:55 - 8:00	Homeroom	Homeroom	Homeroom	Homeroom	Homeroom
8:00 – 8:03	Transition	Transition	Transition	Transition	Transition
8:03 – 9:05	First Period	First Period	First Period	First Period	First Period
9:05 – 9:08	Transition	Transition	Transition	Transition	Transition
9:08 -10:10	Second Period	Second Period	Second Period	Second Period	Second Period
10:10 – 10:13	Transition	Transition	Transition	Transition	Transition
10:13–11:15	Third Period	Third Period	Third Period	Third Period	Third Period
11:15 -11:18	Transition	Transition	Transition	Transition	Transition
*11:18 – 12:20	Fourth Period	Fourth Period	Fourth Period	Fourth Period	Fourth Period
*12:20-1:22	Transition (to/ from) & LUNCH	Transition & LUNCH	Transition & LUNCH	Transition & LUNCH	Transition & LUNCH
1:22-2:24	Fifth Period	Fifth Period	Fifth Period	Fifth Period	Fifth Period
2:24 -2:27	Transition	Transition	Transition	Transition	Transition
2:27-3:30	Sixth Period	Sixth Period	Sixth Period	Sixth Period	Sixth Period
3:30	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:35 – 4:15	Tutors available	Tutors available	Tutors available	Tutors available	Tutors available

\*It is estimated that the cafeteria will accommodate half of the student population – 9<sup>th</sup> and 10<sup>th</sup> grade will eat during the Fourth Period time slot on this schedule, 11<sup>th</sup> and 12<sup>th</sup> grade will follow the schedule above.

**Student Discipline: Describe the school’s philosophy regarding student behavior.**

The school wide philosophy regarding school behavior will be centered around Respect, Responsibility and Readiness. The three R’s.

**RESPECT-** To respect oneself is to be validated as an important person. To respect someone else is to offer him or her that same sense of dignity and appreciation that you would like to receive. To respect an animal is to treat it with kindness and understanding. Respect starts with your thoughts and is shown in your actions.

Respect can be standing up for your beliefs in a polite manner. Sometimes it comes in the form of listening. At other times respect is a simple gesture, such as thanking someone for helping you even if it was their job to do so. Doing your part in a community project or in the classroom at school is also a form of respect. Respect in all of its forms is a state of mind that shows through in your actions. Think respectfully and act accordingly.

1. Students are expected to speak to teachers, staff members, and classmates with a respectful tone of voice.
2. Students are expected to respect school property and equipment by using it for its intended purpose.
3. Students are expected to respect the privacy of teachers and classmates. This means no gossip or excessive tattling.
4. Students are expected to be respectfully quiet while traveling through school.
5. Students are expected to respect a classmate's personal property.
6. Students are expected to respect a classmate's personal space keeping their hands to themselves. No bullying will be tolerated at the school.
7. Students are to respect the directions of student mentors and monitors.
8. Students are expected to be honest and truthful in every situation.
9. Students are expected to treat all teachers with equal respect including lunch room monitors and substitutes.

**RESPONSIBILITY**- Is to be accountable for your own conduct while performing a specific task to its successful completion.

Responsibility is... taking care of your duties, being reliable, answering for your actions, being accountable, and trustworthy.

As a student, it's up to you to become a person of good character. Many people in your lives will guide you, but only you can determine the kind of person you are and ultimately become. The best way to accomplish this is by being reliable, accountable, and trustworthy.

“The price of greatness is responsibility” (Winston Churchill)

**READINESS**-Readiness is a complex concept with many influences and range of factors. It can be a particular chronological age, a level of development, a set of skills, a process, or a set of relationships. It is not just a certain age or stage but also a child's exposure to learning opportunities. These opportunities place responsibility on families, schools, and communities to ensure children are exposed to the experiences and cognitive stimulation they need to flourish.

Ready to learn is a shared responsibility of all adults and institutions in a community. Family roles greatly influence children's readiness. Young children need nurturing relationships and cognitive stimulation. Not only is getting children ready for school important but also getting schools ready for the particular children they serve to ensure success for every child. Schools need to be ready by addressing the diverse needs of children and their families in the community and providing smooth transitions to the learning environment. Even when children are ready to learn, they must be taught how to learn and the conditions must be ready for them to learn on their own.

In the classrooms, teachers will be able to set high expectations for students which include both academic and behavioral expectations. The school will foster increasing self-esteem through mechanisms to ensure the improvement of the students' self images as learners. Many students have experienced failure in the classroom, and as a result have poor self images as learners. Due to prior experiences, they resist the educational process through inappropriate behavior. Therefore, the

school will build in CHAMPs behavior management techniques to ensure improvement of behavior. This is a proactive and positive approach to classroom management.

CHAMPs is a module series of materials designed to help the classroom teacher develop an effective classroom management plan that is proactive and positive. The philosophy behind this technique is that by using effective management practices, teachers can help every student exhibit behavior that will make that student feel like a champion.

**C** Conversation (Can students talk to each other during this activity / transition?)

**H** Help (How can students get questions answered during this activity/transition?)

**A** Activity (What is the task/objective of this activity/transition?)

**M** Movement (Can students move about during this activity/transition?)

**P** Participation (What does appropriate student behavior for this activity/transition look or sound like? How do students show that they are fully participating?)

The research shows that schools will strengthen effective teachers in the following areas:

- Establish smooth, efficient classroom routines
- Interact with students in positive and caring ways
- Provide incentives, recognition and rewards to promote excellence
- Set clear standards for classroom behavior and apply them fairly and consistently

**Describe the student code of conduct, including the school' policy for discipline, suspension, dismissal, and recommendation for expulsion.**

### **EARLY DISMISSAL PROCEDURE (PRE-APPROVED AND EMERGENCY)**

Once students arrive on campus, they may not leave without permission from an administrator or designee.

In the event a student must leave early, the parent must make the request in person in the main office. A picture ID must be presented. A student may be dismissed early from school up to three times per quarter.

#### **Excused Early Dismissal includes the following:**

1. Medical or dental appointments (doctor's statement may be required)
2. Deaths or funerals
3. Emergency situations acceptable to the School Leader or designee.
4. Court appearance (subpoena required)
5. Personal reasons acceptable to the School Leader or designee

#### **Unexcused Early Dismissal includes the following:**

1. Forgotten items (for instance, books, lunch, money, homework, projects, admits)
2. Violation of dress code (to obtain appropriate dress)
3. Non-educational appointments.

### **RELEASE OF STUDENTS**



During school hours the School Leader or designee shall permit a child to leave school only in custody of one of the following adults:

1. Parents of the student with photo ID.
2. Person listed on emergency contact card, with photo ID
3. A law enforcement officer
4. An authorized worker from the Department of Children and Families.

At the end of the school day, students are released at a specified time and place and are expected to go directly home. Parents must notify the school office regarding any change in the student's normal transportation.

Car riders should be picked up immediately in the school's designated area.

### **EARLY DISMISSAL**

Early dismissal dates are listed on the school calendar. A copy of the calendar can be found on the school web page. Students will be dismissed at 12 pm and there is no aftercare on these days.

### **ALTERNATIVE TO OUT OF SCHOOL SUSPENSION**

This program provides a viable option to ensure that students who are given an out-of-school suspension shall continue to receive academic support while they are away from their schools. Upon return to school, they shall be able to make up any work missed to help maintain their academic standing. Students have been suspended in school shall:

- not be considered absent and shall not receive any grade penalty.

#### **Program Includes:**

- academic activities, with the inclusion of FCAT skills
- character education component
- information regarding Benchmark / FCAT achievement furnished by the student's home school
- primarily independent work with small-group work when necessary

### **SUSPENSION**

The school leader of the school is authorized to suspend any pupils in compliance with the Florida Statue. The pupil or his parents or others having his custodial care may appeal the decision of the school leader. Any suspension by a school leader shall be immediately reported to the Board of Directors and District. In the event of an appeal to the board of directors, the school leader shall promptly transmit the incident with a full report in writing of the facts relating to the suspension, the action taken by school leader and the reasons therefore.

The board, upon request, shall grant and conduct a hearing to the appealing party.

### **GROUND FOR SUSPENSION**

- Immoral conduct
- Intoxication or profanity in the buildings or school grounds or at any function

- Vandalism of school property
- Violent or persistent opposition to authority, persistent disobedience, or causing disorder in school

## **SPECIAL EDUCATION STUDENTS**

Special Education students are expected to adhere to the same rules as other students. A special education student shall not receive disciplinary suspensions because of their disability. The flexibility of administrator discretion especially applies in judging appropriate consequences for these students' misbehavior.

If a special education student is suspended for an extended period of time, they will be accorded all the rights. During the period of suspension, an Individual Educational Program review conference may meet to formulate amendments to the original IEP if needed.

## **CODE OF STUDENT CONDUCT**

The PBL Academy HS seeks to provide a safe and equal learning opportunity for each of its students, regardless of race, religion, color, creed, sex, marital status, national origin, or disability. Each school must be free from disruption that would interfere with the teachers' right to teach and the students' right to learn. The School will recognize that students have certain constitutional rights to which they are entitled, which shall not be limited, except by law. Therefore, it has established the following Code of Conduct that students must follow. The school shall not tolerate behavior that disrupts or interferes with the education of other students. We shall offer assistance to parents and guardians in the form of special services, peer mediation/conflict resolution, and other school, district, and community resources in order to ensure a safe and hospitable environment. Students are responsible for understanding and adhering to this Code of Conduct and the individual discipline plans of each instructor. Parents or guardians are responsible for reviewing the code of conduct with their child to ensure they understand and abide by all policies. Unacceptable behavior shall be subject to disciplinary action. **Parent – Student Handbook: Appendix H**

## II. Organizational Plan

### 9. Governance

**Describe how the school will be governed, including documentation of legal structure (i.e. Certificate of Incorporation).**

The proposed School will operate as a public charter school, based on its initial findings as a public employer. The proposed School shall file for incorporation status with the State of Florida pursuant to Florida Charter School Statutes §228.056 (7). The School has filed for Section 501 (C) (3) status as a non-profit organization under the Internal Revenue Code.

**Articles of Incorporation: Appendix I**

**By-Laws: Appendix J**

**Board Members Resumes: L**

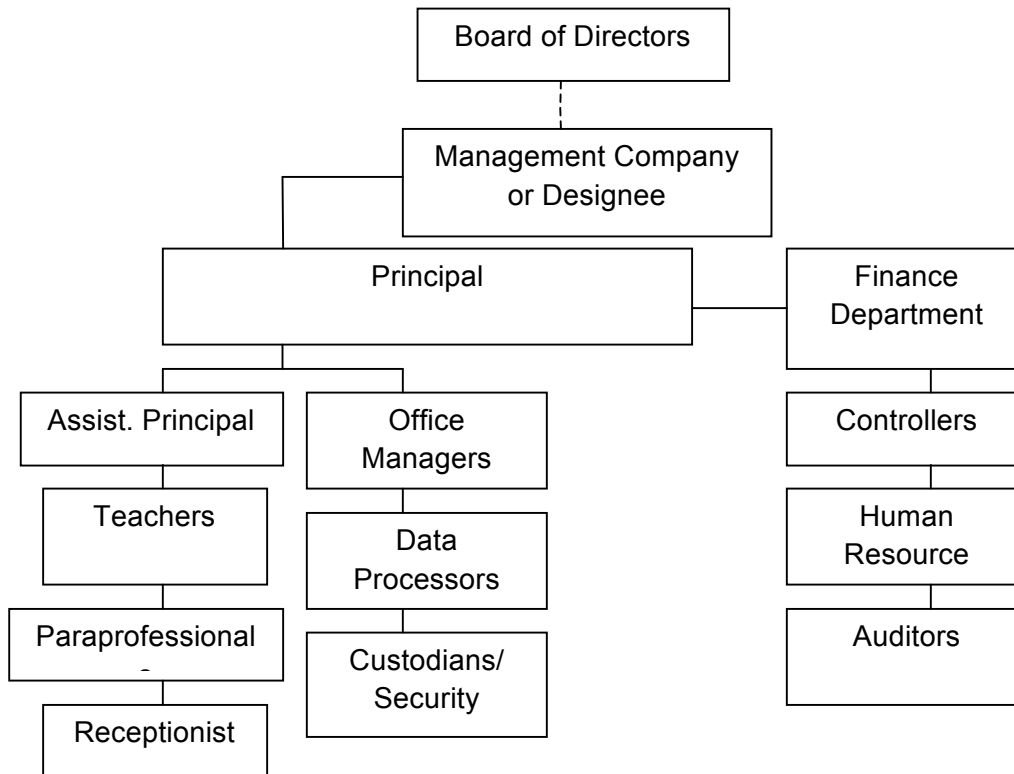
The board, if needed, will appoint a Management Company who shall have control and authority over the affairs, facilities and property of the Schools. The Charter School staff and the Principal will work under the supervision of the Management Company or designee. The Management Company or designee will hold the Principal responsible for the administration of its policies, the execution of Board decisions, the operation School programs, and for openly communicating with the Board regarding School operations and areas of concern.

The Management Company or designee will seek out highly qualified professional leaders for administrative positions within the School. Upon hiring a Principal, the Management Company or designee will delegate authority to allow the Principal to put into practice set policies and procedures. The Management Company or designee will be responsible to train and oversee the Principal's administrative authority for properly discharging his or her professional duties, holding him/her responsible for acceptable results.

**Provide an organizational chart for the school and a narrative description of the chart. Clearly describe the proposed reporting structure to the governing board and the relationship of the board to the school's leader and administration.**

The board of directors will have full fiduciary responsibility of the school. The management company will work with the leaders to facilitate and oversee the day to day operation. If selected, the management company will be responsible for payroll, financial reporting, and employee benefits, as well as professional development and other training required by the staff, and providing support to the Principal of the school. The Principal will report to the management company designee who will also perform his or her evaluation. The Management Company will report to the

School’s Board of Directors who ultimately holds responsibility for the effectiveness and quality of the school program.



**Provide a description of the responsibilities and obligations of the governing board as a whole, individual members, and officers of the board.**

It is the intent of the Board to develop written policies that will serve as guidelines for operations and for the successful and efficient performance of the School. The Board will provide guidelines for the discretionary action of those to whom it delegates authority. These guidelines for discretionary action constitute the policies governing the operation of the School. The formulation, adoption, and evaluation of reports concerning the execution of written policies promulgated by a Personnel Policy and Procedures Manual will constitute the basic method by which the Board will exercise its leadership in the operation of the School. The formal adoption of policies will be recorded in the minutes of the Charter School Board. Only those written statements so adopted and so recorded are regarded as official Board policy. The Board is a representative body to provide for and oversee the operation of the School as mandated by state law.

**The role of the full governing Board will be to:**

1. *Safeguard the organization’s mission and competitive advantage*

On an annual basis, Board members will assess the organization's mission, strategic plan, and annual goals as well as the external environment to assure that the organization is fulfilling its charter and meeting the needs of the community.

2. *Secure sufficient resources to fulfill the organization's mission*

Board members are expected to work in partnership with the organization's administration to raise funds to support the organization's mission.

3. *Ensure strategic and effective resource allocation*

As the fiduciary agents of the organization, Board members will review and approve the organization's budget and funding plan and will hold the management company or Principal accountable for its effective and efficient management.

4. *Hire, and assess the performance of the management company l*

The Board will work as the governing partner to the organization's management team and will ensure that the EVP and Principal have the training, support, and encouragement necessary to fulfill the charter. In addition, the Board will assess annually the performance of the management company and will hold them accountable to the performance criteria upon which they mutually agree.

5. *Serve as ambassadors for the organization*

As the organization's primary link to the community, the public, the media, and funder, Board members are expected to garner support from the community through their passionate commitment to and articulation of the organization's mission.

6. *Set policies and procedures*

As the organization's governing body, the Board is expected to establish policies and procedures to support the mission.

7. *Monitor and ensure legal and regulatory compliance*

The Board should review organizational policies and programs to ensure compliance with the law and with state regulations.

8. *Assess its own performance*

As a component of holding the organization accountable to achieving its mission and efficiently allocating its resources, the Board is expected to evaluate its performance against its job description and performance criteria.

### **Individual Board Members**

The performance expectation for Individual Board members will be to:

1. *Govern* by helping to fulfill the Board's collective responsibilities, detailed in the Board's job description and expectations.
2. *Advocate* for the organization's vision and mission and be a champion in building the diverse constituencies necessary to support the successful launch and sustainability of the organization.
3. *Serve* as a liaison with the public, interpreting the organization's vision to the community and informing the organization of needs of the community.
4. *Lend* credibility to the organization with professionalism, integrity, and enthusiasm.
5. *Satisfy* all legal requirements for the organization.
6. *Consult* by lending specific expertise for the benefit of the organization.

7. *Capitalize* on personal networks to secure financial and other resources to support the organization.
8. *Attend* regular Board meetings and participate in a meaningful and productive manner by coming to meetings prepared and by focusing on strategic and critical questions and issues.
9. *Be accessible* for personal contact in between Board meetings and for committee serving on a committee or taskforce as need be.
10. *Assist* as needed to complete tasks as needed and by serving on a Board committee.
11. *Collaborate* with fellow Board members to fulfill the obligations of the Board and to ensure that diverse perspectives are heard and incorporated into the governance structure. Focus on creating group, not individual success; support Board decisions; participate critically in the appraisal of the Board's performance.
12. *Disclose* to the Board any potential conflicts of interest, whether real or perceived, and abide by the decision of the founding Board related to the situation.

**Describe the policies and procedures by which the governing board will operate, including board powers and board duties; board member selection, removal procedures and term limits; code of ethics, conflict of interest, and meeting schedule.**

Section 1002.23(8), Florida Statutes, allows public entities to organize and operate charter schools. In this application, the Board of Directors of the School will be: Yailen Julia, William Garciga, Misty Simpson, and Brian Guillon

The board of directors will provide guidance and suggestions for School improvement and continuity of the charter.

Vacancies of the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased. Each original member shall serve for a period of years in staggered terms structured in such a way to ensure consistent board oversight.

Any director may resign effective upon giving written notice to the Chair of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General. Vacancies on the board may be filled by approval of the board or if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with the articles of the Bylaws, or (3) a sole remaining director. A person elected to fill a vacancy shall hold office until the next annual election of the Board of Directors.

***Public records and meetings:*** The School will comply with Florida Statutes relating to public records and relating to public meetings. All meetings of the Governing Board will be open to the public with sufficient and proper advance notice, posted in a public place. Meeting records shall

comply with the availability of all appropriate public school records and be readily accessible to the public. The Governing Board of Directors functions under the State of Florida Sunshine Laws. All meetings will be announced two weeks in advance by sending home newsletters to parents, advertisement in the local newspaper, and posting on the school website. All minutes of said meetings will be available to the public. The board will schedule one board meeting a month.

The **primary qualifications** for serving on the Board are:

1. An unwavering commitment to seeing our students superbly prepared for college, and success in life;
2. A commitment to improving access to quality education for all children regardless of race or economic status;
3. An understanding of the Board's obligation to act as an effective and vigilant steward of public funds;
4. The ability to be a good judge of information regarding the management company's educational and fiscal management of the organization and a willingness to replace the management company if results are less than satisfactory;
5. A willingness to focus on the academic achievement of children in the school, and not to divert the Board's attention to matters that are peripheral to this mission;
6. An ability to fairly and accurately assess the needs of the community, and to represent the organization to the community and others;
7. Financial, legal, business, fundraising, management, governance, real estate, development, and/or educational experience;
8. A willingness to accept and support decisions made in accordance with the bylaws;
9. An ability and willingness to give time and energy to the organization; and,
10. A willingness and ability to provide access to resources, both financial and other, in order to support and strengthen the organization.

**Explain how the founding group for the school intends to transition to a governing board.**

The school does not have a founding group.

**Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development.**

**Governance Training:**

The administrators and Governing Board members will be trained in the areas of Non-Profit Board Governance, Florida's Open Government Requirements, the Florida Sunshine Law, and the Florida Public Records Law. Within three years after taking the initial 4 hour training, the board members

will be required to take a 2 hour refresher course. These trainings will be provided by an approved vendor as set forth in the new rule 6A-6.0784 pursuant to Section 1002.33, Florida Statutes.

**Fingerprints:** All board members will be fingerprinted through Broward County Public Schools.

**List each of the proposed members of the school’s governing board, including any ex-official and vacant seats to be filled. For each proposed member, provide a brief description of the person’s background that highlights their contribution he/she intends to make through services as a governing board member and any office of the board the individual holds.**

*Yailen Julia* – Ms. Julia has been an educator in the public system for over 10 years. She is currently a Math and Science Coach. She has lots of experience training teachers in different educational software. She will be able to bring her educational experience into the board as well as train faculty in areas of curriculum and assessment evaluation.

*William Garciga* – Mr. Garciga has an extensive background in electrical and software engineering. He can enhance the Ford PAS curriculum by providing assistance in developing engineering / math projects to all teachers and students. As a board member, he can also provide guidance in the overall business operation of the school.

*Misty Simpson:* Ms. Simpson has experience in marketing and currently has a Masters degree in Business Administration. As a board member, she will be able to enrich the school’s marketing plan and will be able to assist in looking at financial reconciliations, annual budgets, quarterly finances, and other budget reports.

*Brain Gillon:* Mr. Gillon is a Senior Executive in the Healthcare field. He has an extensive record of accomplishments in the Healthcare industry as an executive officer of Public Traded and Private Equity sponsored corporations. He also has outstanding results and broad experience in driving growth through Marketing initiatives, opportunity analysis, strategic planning, sales management, mergers and acquisitions. He will benefit the school as a board member because of his comprehensive expertise in financial, legal and regulatory aspects of corporate finance. Finally, Mr. Gillon demonstrates highly motivated and disciplined leadership with strong inter-personal, planning and organizational skills that optimizes all aspects of implementation and execution.

**Explain how parents and communities will be involved in the governance of the school.**

Parental involvement is essential to student success and therefore essential to the School. The School will allocate resources, personnel and time to parents and the community to participate in every level of decision-making. PBL Academy will create a Parent- Student Handbook. The Handbook provides information on school policies and practices and established rules of conduct. As part of the program evaluation process, a school climate satisfaction survey will be given to all stakeholders.

The School will build a strong parent-teacher alliance, and parents will be actively urged to be involved. Several opportunities will be provided throughout the year for parents to participate in the governing board. In addition, parents will be required to sign a Parent/School Contract upon



enrolling their child. The contract details the parent's responsibilities and a commitment to participate in the School's SAC meetings.

## **10. Management**

**Describe the management structure of the school. Include job descriptions of the administration position and teacher.**

**Charter School Principal /Board Relationship: Process of the School Leader:**

The Charter Board is responsible for adopting policies that govern the School and the Principal is responsible for implementing those policies into action.

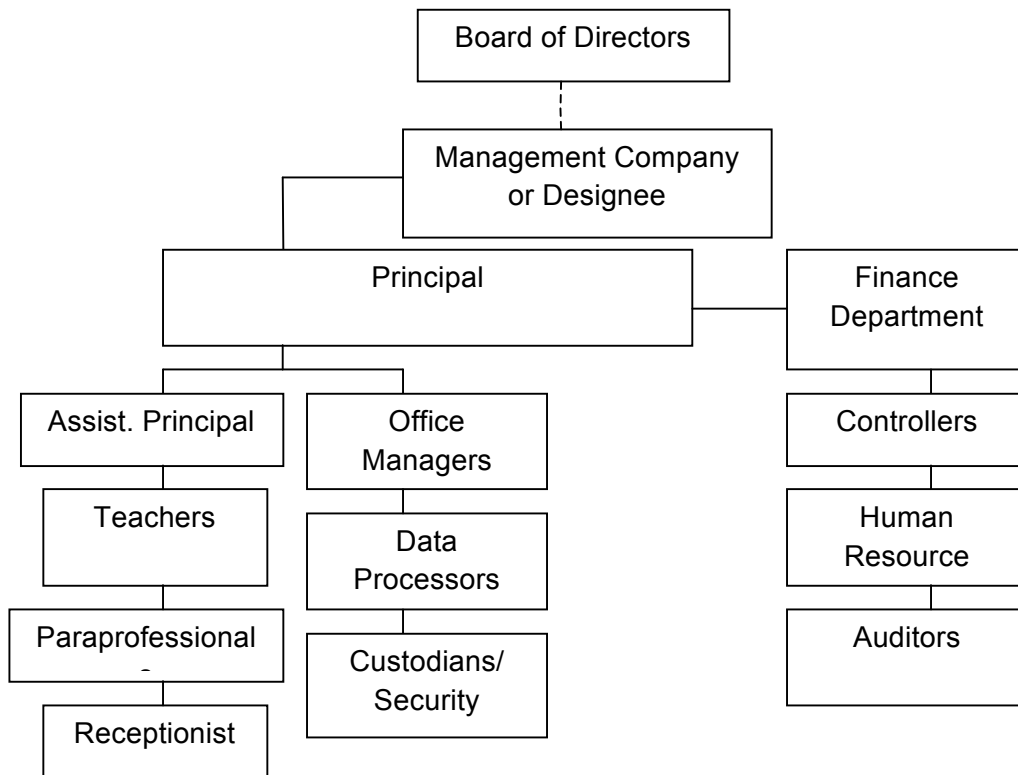
The Principal will be directly involved in the daily operation of the School, and the Principal will report directly to, and be held accountable to the management company or designee. If a management company is not needed, the Board of Directors will be held responsible for the Principal and the Principal will report directly to the Board of Directors.

The Principal may delegate the necessary authority to other employees and develop necessary procedures to efficiently operate the School.

The Principal is responsible for the direction and coordination of staff and students in their efforts to reach the School's educational goals.

The Principal is expected to:

- Specialize in the decision-making and communication processes.
- Plan, organize, implement, and evaluate educational programs.
- Develop and maintain close relationships with staff, parents, and the Charter Board.
- Demonstrate educational leadership.
- Provide all documentations to the district in a timely manner.



## **JOB DESCRIPTIONS**

### **PRINCIPAL**

#### **POSITION SUMMARY:**

The function of the Principal is to provide the School with effective programs, to provide referral services to parents and to supervise the day-to-day implementation of the programs.

#### **DUTIES AND RESPONSIBILITIES:**

- A. Administers the development, coordination, maintenance, and evaluation of the educational program and the special education program.
- B. Supervises methods of teaching, supervision, and administration in effect in the school.
- C. Monitors the programs and activities of the school toward specific goals, making or providing for appropriate adjustment in the programs for improvement and assesses effectiveness, weaknesses and progress toward the overall education objectives of the school.
- D. Keeps the Charter School Board informed about modern education practices, educational trends, and the policies, practices, and problems in the school community.
- E. Ensures that all activities in the school community are conducted in accordance with the applicable federal and state laws and the policies of the Charter School Board.
- F. Assumes responsibility for the overall financial planning of the school and for the preparation of the annual budget, and submits it to the Board for review and approval.
- G. Establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with adopted budget, subject to direction and approval of the Board.
- H. Maintains or has maintained adequate records for the school, including financial accounts; business and property records; and personnel, school population, and scholastic records.
- I. Provides suitable instructions and regulations to govern the maintenance of school properties.
- J. Provides suitable instructions and regulations to govern the safety and transportation of students.
- K. Assumes responsibility for the use of buildings and grounds.
- L. Recommends the locations and sizes of new school sites and of additions to existing sites; the locations and sizes of new buildings; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the buildings and equipment of the school.
- M. Oversees the processing and submission of required reports.
- N. Interprets the budget and finances to the community.
- O. Recommends to the Board the appointment or dismissal of all employees of the school.
- P. Ensures that all employees are evaluated in accordance with the schedule established by the Board.
- Q. Determines assignments, defines the duties and coordinates and directs the work of all employees of the school.
- R. Recommends all promotions, demotions, and salary changes to the Board.

- S. Communicates to all employees all actions of the Board relating to personnel matters, and receives from employees all communications to be made to the Board.
- T. Attends and participates in all meetings of the Board and its committees, except when excused by the Board.
- U. Takes prompt action to implement all directives of the Board.
- V. Advises the Board on the need for new and/or revised policies.
- W. Provides timely advice to the Board on the implication of changes in statutes or regulations affecting the school community.
- X. Informs and advises the Board about programs, practices, and problems of the school, and keeps the Board informed of the activities operating under the Board's authority.
- Y. Prepares and submits to the Board recommendations relative to all matters requiring Board action, placing before the Board such facts, objective information, and reports as are needed to ensure the making of informed decisions.
- Z. Develops and implements rules and regulations in keeping with Board policy.

**QUALIFICATIONS:**

- A. Master's Degree in Education and School Administrator Certification.
- B. Demonstrated interpersonal skills and demonstrated management ability to deal effectively with a multi-disciplinary staff.
- C. Demonstrated organization and managerial ability.

This organization reserves the right to review and change job duties and responsibilities as the need arises. This job description does not constitute a written or implied contract of employment.

**JOB DESCRIPTION  
ASSISTANT PRINCIPAL**

**POSITION SUMMARY:**

The function of the Assistant Principal is to assist the Principal with effective programs, to provide referral services to parents and to supervise the day-to-day implementation of the programs.

**DUTIES AND RESPONSIBILITIES:**

- A. Assist to administer the development, coordination, maintenance, and evaluation of the educational program and the special education program.
- B. Supervises methods of teaching, supervision, and administration in effect in the school.
- C. Monitors the programs and activities of the school toward specific goals, making or providing for appropriate adjustment in the programs for improvement and assesses effectiveness, weaknesses and progress toward the overall education objectives of the school.
- D. Assist Principal to ensures that all activities in the school community are conducted in accordance with the applicable federal and state laws and the policies of the Charter School Board.

- E. Maintains or has maintained adequate records for the school, school population, and scholastic records.
- F. Provides suitable instructions and regulations to govern the maintenance of school properties.
- G. Provides suitable instructions and regulations to govern the safety and transportation of students.
- H. Oversees the processing and submission of required reports.
- I. Ensures that all employees are evaluated in accordance with the schedule established by the Board.
- J. Determines assignments, defines the duties and coordinates and directs the work of all employees of the school.
- K. Communicates to all employees all actions of the Board relating to personnel matters, and receives from employees all communications to be made to the Board.
- L. Attends and participates in all meetings of the Board and its committees, except when excused by the Board.
- M. Takes prompt action to implement all directives of the Board.

**QUALIFICATIONS:**

- A. Master's Degree in Education and School Administrator Certification.
- B. Demonstrated interpersonal skills and demonstrated management ability to deal effectively with a multi-disciplinary staff.
- C. Demonstrated organization and managerial ability.

**JOB DESCRIPTION**

**TEACHER**

**POSITION SUMMARY:**

The teacher assists the student in discovering their academic potential and supports the student through the process of building positive self-image through academic success.

**DUTIES AND RESPONSIBILITIES:**

- A. Offer a program that meets the emotional, physical, intellectual and social needs of both the individual and the group.
- B. Interact with the children and to encourage their involvement in activities.
- C. Prepare a safe environment that is orderly, clean and appealing and permits the child to grow and to explore.
- D. Plan weekly lessons based on a curriculum outline.
- E. Establish and maintain good communications with parents through parent conferences twice a year and on an informal basis.
- F. Observe, record and report significant individual and group behavior.
- G. Use appropriate discipline and to train staff so that the discipline is consistent.
- H. Maintain all records and files.

- I. Keep personnel informed of program goals and developments both with children, parents and administration.
- J. Attend monthly personnel meetings.
- K. Advise administration of needed equipment and supplies, on the appropriate requisition form.
- L. Clean and maintain classroom and equipment.
- M. Be sufficiently prepared for indoor activities on rainy days (i.e., NO TV).
- N. Participates in Professional Development
- O. Provides and maintains student grades
- P. Provides communication with parents and participates in conferences and orientation nights

**QUALIFICATIONS:**

- A. A degree in Education or a related field.
- B. Possess or apply for a Florida Teaching Certificate.
- C. Ability to supervise aides and other personnel.
- D. Demonstrated judgment to handle crisis situations and to use supervision constructively.

**Evaluation of Administration: Outline the criteria and process that will be used to select the school leader and the process which the school leader will be evaluated**

The Board of Directors shall employ a Principal who shall enforce the statutes and regulations of the State of Florida and the policies of the Charter Board. The Board of Directors shall evaluate the Principal, at least once each school year. The evaluations are public records subject to public disclosure. The evaluation shall relate to the Principal's duties, responsibilities, and progress on established goals.

Any meetings of the Board to compile evaluations, or meetings to discuss the evaluations with the Principal shall be held in open session. A Board member may meet individually with the Principal to discuss specific evaluation criteria. Board members shall have the opportunity to discuss with the Principal any item(s) on which the Board fails to achieve consensus.

The Principal shall be given an opportunity to respond in writing to any evaluation criteria in which they are rated less than satisfactory.

**Delegated Authority**

The Management Company or Board of Directors delegates to the Principal the authority to:

- Issue teachers written preliminary notice of inadequacy of classroom performance.
- Issue notice to teachers of the intent of the Charter Board not to offer a teaching position with either voluntary or involuntary termination.

**School Staff Projections: (Beginning the first year of the charter term and subsequent years thereafter.)**

The School’s initial staff will consist of the principal, certified educators, paraprofessionals and other faculty to meet the needs of the School. The School will work toward a goal to employ as many teachers as may be necessary to maintain a 1:25 student/teacher ratio in grades 9<sup>th</sup> – 12<sup>th</sup>. Services such as maintenance and security will be hired as additional support staff. Grant money and other funding will be sought to enrich the curriculum.

**Provide the Staffing Plan:** The following represents the minimum staff to employ:

Administrative:

- 1 Principal
- 1 Assistant Principal
- 2 ESE Specialist

Non-Instructional:

- 1 Cafeteria Personnel
- 1 Office Manager
- 1 Data Entry
- 1 Receptionist

Instructional:

- 23 classroom teachers (All High School Reading Teachers will be Reading Endorsed)
- 2 PE/Health
- 2 Art
- 2 Elective Course Teacher
- 1 Computer Teacher
- 12 Paraprofessionals

**Other Job Descriptions and Evaluations: Appendix F**

**Explain the school’s plan for recruitment, selection, development and evaluation of staff.**

The Charter School believes it has the obligation to employ the best qualified administrative personnel and teachers available regardless of race, color creed, sex, national origin, age or handicap. Recruiting Activities include but not limited to:

- Recruitment events with onsite hiring of high qualified candidates;
- provide presentations to education majors currently doing their student teaching internships;
- Attend education and general career fairs locally, in state and nationally;
- Web-based Ulti-pro Recruitment software

When the School declares a position open, the Principal will advertise the position in local newspapers, all schools, administrative offices, websites and appropriate university placement offices. The opening will be advertised for a minimum of two (2) weeks and in case of multiple openings, an applicant interested in more than one position will submit a resume for each position to the Principal.

Determination of the personnel need of the School will be the responsibility of the Management Company or designee. Recommendation to hire a teacher or administrator will not be made until a personal interview with the candidate has been conducted and at least three references have been conducted by the interview committee. The committee consists at a minimum of the Principal, one teacher, and the Administrative Assistant. The Principal or his/her designee will verify that persons nominated for employment meet all qualifications established by the applicable state laws, rules of the Florida Department of Education and School Board policies for the type of position for which the nomination is made. The School will not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

### **Teachers:**

All teachers will have at least a bachelor's degree and be certified or eligible for certification. In the hiring process, preference will be given to those that are certified in subject areas that will aid in a staff that has diversified expertise and experience. Certifications of teachers will be disclosed to parents/guardians during student registration for the new school year. A list of teacher certifications will be available for viewing upon request from the main office of the School.

### **Staff Selection Process, Including Fingerprinting and Criminal Checks:**

The School will not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certificate or licensure as an educator is suspended or revoked by this or any other state. The Charter School agrees to fingerprint all employees as required by 1002.33(12)(g), Florida Statutes. The Charter School will not violate the anti-discrimination provisions of 1005.05, Florida Statutes, the Florida Education Equity Act or any other provisions of Federal or state law in its hiring and employment practices. The Broward County School District will assist the School in processing fingerprint, background checks, drug testing and certification applications.

### **EVALUATIONS**

All employees receive a mid-year and end-of-year review. Teachers and teacher associates also get reviewed by the Principal through the Classroom/Teacher Checklist. The purpose of these reviews is to have clear and open communication between staff and administration.



## **11. EDUCATIONAL SERVICE PROVIDERS**

### **Describe the services provided by the ESP.**

The Educational Service Provider, if needed, will supply a comprehensive and effective management service that free leaders and staff at each school to concentrate on instructional leadership, teaching and education. This team approach creates and maintains a school environment characterized by site-based decision-making and strategic planning, and that involves key stakeholders, administrators, staff, boards, parent and students. In addition, the ESP will be financially strong and fiscally responsible.

The services include but are not limited to: *Academic Support Services, Human Resources, Budget and Finance, Legal and Regulatory Compliance, Communications and Marketing, Technology, Grants*

### **Provide a draft of the proposed contract between the school and the ESP**

#### **Management Agreement: Appendix K**

### **Explain why the ESP was selected, including what due diligence efforts were conducted to inform the selection.**

If an ESP provider is need the School will made a public media announcement upon notification that the application is approved by Broward County and sent emails to vendors for contracts, open bids. The governing board will meet with all the vendors interested in offering their service to the school with the purpose of answering any questions about the services provided to the school. All vendors will have a deadline to turn in Request for Information (RFI) / bids. Once the school has received the bids from all management companies, the governing board will read the bids in front of witnesses. The decision will take place during a board meeting after. The minutes will be recorded.

### **Explain the ESP's roles and responsibilities for the financial management of the proposed charter school, if applicable, and the internal controls that will be in place to guide this relationship.**

The following is a SAMPLE of a potential ESP agreement on roles and responsibilities for the financial management of the charter.

#### **Budgeting, Budgeting Process, Financial and Other Reporting**

- The preparation of a proposed annual budget (the "Academy Budget") for each School Year, subject to the reasonable approval of the Board acting in its fiduciary capacity. For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the application for the Charter School Contract submitted to and approved by the Authorizing District. The

projected Academy Budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement.

- ESP shall deliver a draft of the Academy Budget for each School Year to the Board not less than forty-five (45) days prior to the date on which the Academy Budget for any School Year must be submitted to Authorizing District and/or any State governmental agency. The Board shall review the Academy Budget within ten (10) business days following the receipt thereof (the “Budget Review Period”) which review may include an independent evaluation of the Academy Budget by such accountants, attorneys, and other financial advisors that the Board deems necessary or desirable. The Board shall deliver any comments or objections to the Academy Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the President of [Academy Entity] and the Executive VP of Operations shall reconcile any comments or objections made by the Board during the Budget Review Period. ESP and [Academy Entity] shall agree to a final Academy Budget for each such year not later than two (2) business days prior to the date on which the Academy Budget must be submitted to the Authorizing District and/or any other State governmental agency.
- Working in cooperation with the Board, ESP shall prepare, for Board approval, modifications or amendments to the Academy Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Academy Budget.
- As required by the Authorizing District or such other time as may be necessary or desirable in ESP reasonable judgment, ESP shall provide the Board with an enrollment report stating the number of actual students enrolled at the Academy (an “Enrollment Report”). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Academy Budget and such lower enrollment number shall materially adversely impact the Academy Budget for such School Year, ESP shall propose a student recruitment plan to restore the enrollment level to the projected enrollment reported to the Authorizing District and or any other governmental agency prior to the commencement of the next following School Year.
- The preparation of detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy by ESP, whether incurred on-site or off-site.
- The preparation of other financial statements as required by and in compliance with the Charter School Contract, the Code and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of [Academy Entity]’s financial statements. The cost for preparation of the financial statements and audits will be responsibility of [Academy Entity] and will be provided for in the Academy Budget.
- The preparation of such other reports on a periodic basis, relative to the finances and operation of [Academy Entity], as the same may be requested or required by the Florida Department of

Education or the Authorizing District to ensure compliance with the terms of the Charter School Contract and applicable law.

- Other information on a periodic basis reasonably necessary to enable [Academy Entity] to monitor ESP performance under this and related agreements including the effectiveness and efficiency of its operations at [Academy Entity].

#### Maintenance of Financial and Student Records

ESP will maintain accurate financial records pertaining to its operation of [Academy Entity], together with all [Academy Entity] financial records prepared by ESP and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the School Year to which such books, accounts and records relate. All financial records retained by ESP pertaining to [Academy Entity] will be available to [Academy Entity], the Authorizing District or the Florida Department of Education for inspection and copying within two weeks of a written request to the extent practicable.

#### **Explain how the governing board will ensure that the arms length, performance -based relationship exist between the governing board and the ESP.**

The relationship between [Academy Entity] and ESP is based on the terms of this Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as a partner, joint venture, agent or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

No Related Parties or Common Control. ESP will not have any role or relationship with [Academy Entity] that, in effect, substantially limits [Academy Entity]'s ability to exercise its rights, including termination rights, under this Agreement. [Academy Entity] and ESP will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

The Governing Board may terminate this Agreement prior to the end of the Term specified in the event that ESP fails to remedy a material breach of this Agreement within 60 days after written notice from [Academy Entity]. A material breach by ESP includes, but is not limited to: (i) a material failure to reasonably account for its expenditures related to [Academy Entity] funds or for other expenses incurred with respect to [Academy Entity] at ESP direction, (ii) ESP failure to substantially follow the material policies, procedures, rules, regulations or curriculum required by the Charter School Contract, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Charter School Contract such that the Charter School Contract will be terminated, (iv) the employment of teachers in violation of the Code or this Agreement, (v) any act or omission of gross negligence by ESP that causes [Academy Entity] to materially breach the Charter School Contract or any of [Academy Entity]'s other material contractual obligations in anyway, or (vi) filing of bankruptcy by ESP. Termination by [Academy Entity] will not relieve [Academy Entity] of any obligations for payments outstanding to ESP as of the date of the termination, nor will it relieve ESP for liability for financial damages

suffered by [Academy Entity] as a consequence of ESP breach (or of [Academy Entity]'s termination as a result thereof) of this Agreement.

**Provide a summary of ESP history including its educational philosophy and background and experience of senior management.**

Once the board of directors has agreed on using services rendered by an ESP, we will request bids and make a determination. The decision will be made once the application has been approved and will send a summary of the ESP history to Broward County Public School System before the contract with Broward is established.

**Provide a list of other schools that ESP has contracts including contact information, student and financial performance.**

Once the board of directors have agreed on using services rendered by an ESP, we will request bids and make a determination. The decision will be made once the application has been approved and will send a list of other schools that the ESP has contracts with to Broward before the contract with Broward is established.

## **12. EMPLOYMENT**

**Explain the school's compensation plan, including whether staff will be publicly or privately employed.**

The Management Company or designee shall approve compensation, including salaries and fringe benefits, and other conditions of employment based upon the recommendation of the Board of Directors.

Pursuant to Section 1002.33(12)(f), Florida Statutes, teachers employed by or under contract to the School will be certified as required by chapter 231.1012 or will be skilled selected non-certified personnel as defined in Chapter 231.1012 and as provided under State Board of Education Rules.

The School will offer academic classes conducted by faculty who are academic specialists in their disciplines. In addition, all teachers will attend a formal orientation program, which includes segments on professional responsibilities, ethics, classroom management, instructional policies, and related issues.

All teachers and staff members to be employed by the School must possess the personal characteristics, knowledge base, and successful experiences in the responsibilities and qualifications identified in each job description. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the introductory period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisor and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for

meeting goals. The performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning at the fiscal-year end.

***See attached Employee Handbook for detailed policies and procedures regarding discipline and dismissal of staff: Appendix G*** Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

**RESIGNATION** - voluntary employment termination initiated by an employee.

**DISCHARGE/NOT REHIRED** - involuntary termination initiated by the organization.

**LAYOFF** - involuntary termination initiated by the organization for non-disciplinary reasons.

PBL Academy HS will implement the Employee Handbook and Teacher/Teacher Associate Handbook approved by the Board. The Handbooks provide information on school policies, benefits, programs, and procedures for school personnel. As a public employer and public institution these policies and procedures will meet appropriate legal and practical standards. The purpose of these policies is to provide guidelines for the range of personnel-related issues including employment, evaluation, discipline, dismissal, benefits, and code of conduct. They are set forth to ensure that all employee-related actions are taken in accordance with principles of fairness and due process and in compliance with all applicable laws and regulations. All faculty and staff members are hired through a comprehensive recruitment and selection process, which includes supervisor/peer interviews; teaching demonstrations, review of credentials, and reference checks.

**Drug-free Workplace:**

The School is a drug-free workplace and all personnel may be subject to random drug testing. Testing procedures and guidelines will be communicated to employees prior to implementation.

**Salaries:**

Wages and salaries will be competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. All benefits will be given to teachers and eligible staff.

**Benefits:**

As employees of the School, all employees will have health, visual and dental life and disability insurances.

**Recognized Holidays:**

Regular full-time employees are eligible for holiday pay. Recognized holidays include those recognized by the Broward School District, based on the employee calendar.

**Describe the personnel policies and procedures to which staff will be required to adhere, including expectations for participation in the school's professional development program.**

### **Professional Development:**

The Charter School agrees to establish a Professional Development Plan (PDP) for the School. This plan will provide the foundation from which an annual slate of professional development activities is prepared. The PDP will be an opportunity for employees to develop career and educational goals. Charter School staff members will be eligible to participate in all District-sponsored professional development activities. Typical activities available to faculty and staff include graduate study, professional conferences, equity workshops, technology training, and other applicable in-service opportunities. The employees and supervisor will develop the PDP, which shall be reviewed and revised annually as necessary to meet the Charter School's objectives. Professional development goals and the attainment of such are incorporated into the annual employee performance evaluation.

### **In-Service Training:**

All administrators and teacher facilitators will receive in-service training by consultants. Teachers will receive training from these consultants at least twice annually during site visitations. The School will also provide in-service education for its parents, paraprofessionals and volunteers. Such training may include, but is not limited to the following topics:

- Crisis Intervention
- Curriculum Development
- Character Development
- Test Development and Administration
- Response to Intervention
- Differentiated Instruction
- CRISS Training
- CAR-PD
- ELL and ESE Strategies
- Ford PAS Curriculum Service Learning
- Other areas as appropriate

2011-2012

**PROJECTED PROFESSIONAL DEVELOPMENT CALENDAR**

**(Tentative Calendar)**

August 10	<ul style="list-style-type: none"><li>• Staff Orientation</li><li>• Employee Handbook</li><li>• Teacher Handbook</li></ul>
August 11	<ul style="list-style-type: none"><li>• Surviving the First Two Weeks</li><li>• Response to Intervention</li></ul>
August 12	<ul style="list-style-type: none"><li>• 6+1 Writing (Across the Curriculum)</li><li>• ESE / ELL Guidelines, Strategies and Policies</li><li>• Core Knowledge</li></ul>
August 13	<ul style="list-style-type: none"><li>• Glencoe</li><li>• Houghton Mifflin</li></ul>
August 14	<ul style="list-style-type: none"><li>• Success Maker</li><li>• Reading Across the curriculum with strategies</li></ul>
August 17	<ul style="list-style-type: none"><li>• Data Driven Decision Making</li></ul>
August 18	<ul style="list-style-type: none"><li>• Effective Classroom Management</li><li>• Effective Lesson Plans</li></ul>

**13. PARENT, COMMUNITY AND PARTNERSHIP**

**Describe how the school will involve parents in its operations.**

Parents are directly involved in the operation of PBL Academy HS through:

- Parent Teacher Organization will support and speak on behalf of children and youth in the schools, in the community, and before governmental agencies and other organizations that make decisions affecting children. This organization will assist parents in developing the skills they need to raise and protect their children and to encourage participation of their child's education.
- School Advisory Council (SAC) The SAC will monitor the school improvement plan and will meet monthly with a focused agenda.
- Board meetings – The meetings will be announced in newsletter and in the school's bulletin. Parent participation in the governance board will be highly recommended.

- Teacher conference – A scheduled conference with teacher and/ or administrator will be made when a parent requests it.
- Orientation night – Participation of the beginning of the year procedures will be provided to all parents. Assessment Orientation, Science Fair and other events will be scheduled for all parents.
- Community Service Hours are required for all parents.

**Describe any community partnerships.**

The school has established the Ford PAS Curriculum with Ford Motors Company. The school will continue to build community partnerships by but not limited to:

- Serving the community while students complete their community service hours;
- Implementing mentoring program;
- Establishing job shadowing experiences and internships;
- Inviting guest speakers to the school;
- Career awareness week.

**Outline the methods that will be used for resolving disputes between parents and the school.**

The school has a parent liaison responsible for fidelity between the school, the school district, parents and the community. All confidential conversations can be provided to board members and/or ESP so parents can express concerns, improvements or accolades for the school. When needed, the concerns will be added to the agenda in the Board Meetings.

Furthermore, PBL Academy HS promotes an open door policy which encourages parents to solve conflicts first with the teacher, the Principal, ESP (if selected) and/ or Governing Board.



## **14. STUDENT RECRUITMENT AND ENROLLMENT**

**Describe the plan for recruiting students, including strategies for reaching the school’s targeted populations and those that might otherwise not have easy access to information on available educational options.**

The School will seek to target and distribute information to the community it serves with the intention of reflecting in its student population in Broward County. The School’s admissions procedures, alone, are not designed to influence any racial or ethnic balances. The School will abide by anti-discrimination provisions of Section 1002.33(17)(a)(4), Florida Statutes, which forbids discrimination on the basis of race, national origin, sex, handicap, or marital status against a student or an employee in a state system of public education.

### **Outreach:**

It is our belief that through the recruiting and marketing plan described above; we will be successful in attracting families reflective of the community (a demographic study will be done to ascertain the demographics of the “community”).

The school will admit students of any race, color, national and ethnic origin, religion or gender. It is the intention of the School to reflect the community it serves. A lottery process will be done after the school reaches student capacity. Siblings and employee’s children will be given preference as provided for within the charter law.

Students will be able to transfer in and out of the School using the same procedures established in the public schools.

All medical records will be required as per County policy before a student can begin school. Proof of all required immunizations will be required before school begins. The School will follow all laws regarding admission for students with IEP’s.

Students may withdraw from the School at any time and enroll in another public school.

If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity.

**Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or with the racial/ethnic range of other local public schools.**

Recruitment of new students will be an ongoing process. An extensive marketing strategy to attract all racial/ethnic balanced students representative of the surrounding community-including students from “hard to reach” families will be implemented. These efforts will include:

- Direct mailing to parents/guardians;
- Community focus groups;
- Program tours and open house for prospective students;
- Parents/guardians and community members;
- Media coverage;
- Refer students to the Charter School;
- Posting and distributing of flyers in facilities, (such as religious institutions, libraries, grocery stores, and Laundromats,) service providers, and community centers.

**Describe the school’s enrollment policies and procedures, including an explanation of the enrollment timeline, criteria and/or any preferences for enrollment, and lottery process**

The School will adhere to a policy of nondiscrimination in employment and educational/activities and will strive to provide equal opportunity for all as required by the following statutory and administrative rules and regulations:

- Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin;
- Title VII of the Civil Rights Act of 1964, as amended - prohibits discrimination in employment on the basis of race , color, religion, gender, or national origin;
- Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender;
- Age Discrimination in Employment Act of 1967 (ADEA), as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40 years old;
- The Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment;
- Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled;
- American Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;
- The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons;
- The Florida Educational Equity Act (FEEA) - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee;
- Florida Civil Rights Act of 1992 - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status;
- Broward County School Board Rules and Regulations.

**Lottery Process:**

Upon closing of each Registration, if the number of qualified applications exceeds the projected number of available seats for any or all grade levels, a random selection (Lottery), open to the public, will be conducted at the Charter School. All qualifying applicants will be contacted of date,

time and place of Lottery via phone and/or web-posting. Lottery will begin with each qualifying applicant's representative signing in. If applicant's parent/guardian cannot be present at the Lottery, their name will still be placed in the lottery pool for selection. Each name will be written on a strip of paper and placed in a specified container. All strips will be the same in weight and size. The names will be randomly selected from container by grade level. The order will begin with 12<sup>th</sup> Grade descending to 9<sup>th</sup> Grade. Siblings will be given priority placement for available seats, even if the random selection process has already occurred for the sibling's grade. The sibling will be placed at the top of the list with subsequent names shifting down the list. The names will be recorded as they are pulled until all the seats at that grade level are filled. Once all seats are filled, the remaining names will be placed on the waiting list in the order in which they are drawn. If additional seats become available after the Lottery, they will be filled from the applicants, in order, on the waiting list.

**Dismissal Procedures:**

The Charter School will implement the Dismissal Procedures of Broward County Public School's Code of Student Conduct for Elementary and Secondary Schools as published by the Bureau of Special Programs, Division of Alternate Education, and Board Rule 6Gx13-5 D-1.08. The School will follow school board policy regarding withdrawals or expulsion.

Students may withdraw from the School at any time and enroll in another public school as determined by school board policy. As part of the withdrawal process of a child, the parent is requested to meet with the Administration for an exit interview.

Parents will receive a Parent Handbook during Orientation which includes a Parent Contract. The Parent Contract outlines volunteer/support expectations for parents. In addition, the Parent Handbook provides a detailed school-wide discipline plan, including rewards and consequences, that all students are expected to follow. **Parent – Student Handbook: Appendix H**

**Explain any student and/or family contracts that will be used as a requisite for initial and continued enrollment in the school. Describe if and how the school will enforce such contracts.**

The school will require that all parents are actively involve in the school and in their child's education. During orientation night, the parents will be given a Home/School Compact that parents must submit to the school the day after. It will outlining the school, parent and student expectations, which will consist with the school's mission and purpose.

### III. Business Plan

#### 15. FACILITIES

*If the site is not secured:*

**Explain the school’s facility needs, including desired location, size, and layout of space.**

The exact location of PBL Academy HS is not yet confirmed. Several prospective sites are being considered and evaluated. In determining the school site, the Governing Board will consider the best interests of the community, the county school district, and the students. The building is anticipated to include at least 25 classrooms, accommodating as many as 550 High School students. It should be noted that current facility planning includes consideration of a multiyear “phased” building construction model to allow for assessment of community response to best ensure alignment of facility needs/financial impact with enrollment and program needs.

Ideally we will acquire a facility that has access to public transportation, recreational facilities and is in the targeted neighborhood where the demographics match our mission. The school requires enough classrooms to accommodate 550 students while maintaining our intense staff to student ratio and would also include space for a cafeteria, administrative offices and flexible spaces to be used for school-wide events, faculty training, parent meetings, etc. Our staff members will be flexible and may not have one single classroom that is only used by a single teacher throughout the day. This flexibility will afford us the opportunity to utilize the entire building during the school day and for after school programs.

The facility will include instructional space, administrative space, a resource room, a public reception area, a common assembly/lunch area, a conference room, kitchen, restrooms, circulation/hallways, a playground and/or play field, and parking.

**Provide an estimate of the costs of the anticipated facility needs and describe how estimates have been derived.**

The school has identified several potential sites and is in the process of evaluating each of them for greatest success and alignment with our program. Rent will be at or below market rate.

**Explain the strategy and schedule that will be employed to secure an adequate facility.**

PBL Academy High School intends to locate in a newly constructed facility or a renovated existing facility designed to meet the needs of the students, parents, staff and community. The Governing Board will enter into a long-term lease for the facility of which rent is set at or below market rates.

**Estimated timeline for a 2011 Opening:**

*August- October 2009*

Seek charter approval

Begin due diligence on build-out of the facility

*December 2010 -January 2011*

Finalize building configuration with owner

Begin build-out

Principal search

*February 2011- April 2011*

Continue build-out

Identify and order FF&E needs for July arrival

*May 2011-July 2011*

Building completed

Inspections completed

Operational process of hiring, enrollment and procedures in progress

**Describe the back-up facilities plan.**

Should the board determine that a realistic plan for securing a facility is not attainable by Mar 15, 2011 the Board will notify the District and request a one year deferral of school opening.

**Constitutional class size requirements**

PBL Academy will comply with class size amendments. Core curricula courses for class size reduction will adhere to the requirements set forth for Mathematics, Language Arts/Reading, Science, Social Studies, Foreign Language, English for Speakers of Other Languages (ESOL), and Exceptional Student Education (ESE) as set forth by the Florida Department of Education. We will maintain a 1:25 teacher to student ratio.

## **16. TRANSPORTATION**

**Describe the school's plan for transportation, including any plans for contracting services. Please refer to Appendix A for a detailed list of issues related to transportation. Your plan should discuss, to the extent possible, the issues relevant to the school's transportation plans.**

The school will plan the transportation of all students who reside within a reasonable distance, consistent with the requirement of Chapter 234.1006, Florida Statutes. Reasonable distance will be within 2-4 mile radius of the school. All students inside that area shall have a right to free transportation.

Transportation be contracted through a private provider who meets all applicable safety and transportation standards with funds allocated by the State for student transportation. It is also expected that many parents of students, will provide individual transportation as well. All drivers will possess a valid driver's operating license and insurance. Bus safety drills will be mandated by all bus drivers and reported to the school in a monthly basis. The principal or designee will also monitor that the buses are in compliance with all maintenance and repairs. Special arrangements may also be made for students who have a physical disability to be transported to and from school and live in specific hazardous walking conditions.

### **Contracting Services:**

The School will make a public media announcement upon notification that the application is approved by Broward County Public School System and sent emails to bus vendors for contracts, open bids. The governing board will meet with all the vendors interested in offering their bus service to the school with the purpose of answering any questions about the services provided to the school. All vendors will have a deadline to turn in Request for Information (RFI) (RFP) / bids. Once the school has received the bids from all bus vendors, the governing board will read the bids in front of witnesses. The decision will take place during a board meeting after. The minutes will be recorded. Announcements will be made in the local newspaper and flyers will be provided.

### **Level of service to be provided:**

The School will plan the transportation of all students who reside within a reasonable distance, consistent with the requirement of Chapter 234.1006, Florida Statutes. Reasonable distance will be within 2-4 mile radius of the school. All students inside that area shall have a right to free transportation.

Transportation will be contracted through a private provider who meets all applicable safety and transportation standards with funds allocated by the State for student transportation. It is also expected that many parents of students, will provide individual transportation as well. All drivers

will possess a valid driver's operating license and insurance. Bus safety drills will be mandated by all bus drivers and reported to the school in a monthly basis. The principal or designee will also monitor that the buses are in compliance with all maintenance and repairs. Special arrangements may also be made for students who have a physical disability to be transported to and from school and live in specific hazardous walking conditions.

All school bus routes shall be so planned and adjusted to the capacities of available equipment and school busses should be so chosen and assigned to routes and attendances areas that are practicable where the full capacity of each bus will be utilized, without standees, to service students whose homes are beyond reasonable walking distance of the assigned school center. A reasonable walking distance for any student who is not otherwise eligible for transportation pursuant to Section 236.083, Florida Statutes, is any a distance not more than 2 miles between the home and school or one and one half miles between the home and the assigned bus stop. The pedestrian entry point of the residence shall be where private property meets the public right of way. The district shall determine the shortest pedestrian route whether or not it is accessible to motor vehicle traffic.

**School bus fleet acquisition, specifications, inspection, and maintenance:**

The vendor will provide:

- Supervision to conduct emergency school bus evacuation drills for all transported students during the first six weeks of each semester and maintain documentation of the drills at the schools.
- Instruction in safe riding practices to all transported students during the first six weeks of the first trimester of the school year.
- The vendor shall be liable and agrees to be liable for and shall indemnify, defend and hold the school harmless for all claims, suits, judgments or damage, including court costs and attorney's fees, arising out of the negligence, acts or omission by the Vendor.
- Adequate supervision in the school bus loading area at the school to insure student safety.
- They meet the Federal Vehicle Safety Standards and Florida School Bus Specifications in effect the year the bus was manufactured. This includes, but not limited to, the following:

Standard 217 bus windows

Standard 220 roll-overs

Standard 331 joint strength

Standard 222 seating

Standard 302 fuel system integrity

- All of our school buses meet all Florida School Board Specifications as stated in Florida Statues Sec. 1006.25 and Florida Administrative Code. All of our buses are inspected every 30 days of operation by the School Board District, Maintenance Department, in accordance to the State of Florida Department of Education guidelines.

### **School Transportation Operation and Logistics:**

- The proposed site for the school has not yet been identified. A facility acquisition plan is in place. Upon the identification of a facility, demographic needs assessment will be compiled for the surrounding neighborhoods.
- School days of operations are noted under School Calendar (Appendix A).
- The school will be providing a breakfast program and the buses will be scheduled to arrive at the school with time to provide the students ample time to participate in this program.
- The bus routes will be schedule to leave the school immediately following dismissal. Students enrolled in after school activities will not have bus transportation home. Parents will have to provide the transportation for all students enrolled in after school activities.
- The buses will be transporting multi-grade students from our school only and will not be integrating with other public school students.
- Transportation will be provided only when school is in session.
- The school agrees to take all necessary action to ensure that students provided with school bus transportation adhere to the Student Code of Conduct while riding the bus.
- The operator of the bus transporting students shall remain with the bus so that students aboard will be under supervision at all time. In cases where a student with physical disabilities is unable to leave the area of a student stop without assistance, the operator shall not assume responsibility for such assistance except in an emergency which threatens the safety of such students.
- The operator shall be provided with training related to students; however, the operator shall not give medicine and shall limit his assistance to that which may normally be expected of a reasonable person or as specified in the student's Individual Educational Plan.
- To request authority in writing for transportation of students on field trips and activity trips in accordance with policies provided by the school board.
- The vendor shall comply with the requirements applicable to Federal, State and local laws, and all the rules and regulations related thereto, but not limited to the following:  
All drivers provided are certified by the School Board of Florida. They receive certification by meeting and completing the following requirements:

Have five years of licensed driving experience.

Hold a valid commercial driver's license (Class A or B) with a passenger and school bus endorsement.

Successfully complete forty hours of pre-service training.

Submit a set of fingerprints for background investigation.

Maintain a clean and safe driving record.



## **17. FOOD SERVICE**

### **Describe the school plan for food services, including any plans for contracting services.**

PBL Academy High School's first choice for food service is to contract with the School District. If we are unable to contract with the School District we will put out a Request For Proposal for local private agencies. The School will make a public media announcement upon notification that the application is approved by Broward County Public School System and sent emails to Food Service vendors for contracts, open bids. The governing board will meet with all the vendors interested in offering their food service to the school with the purpose of answering any questions about the services provided

Our RFP will stipulate the service we are requesting. They should include but not be limited to: hot meals, delivery to the school's warming kitchen, staff to prepare, serve, clean up and prepare all necessary paper work. The paper work section of the RFP will stipulate a request for expertise in the Federal Lunch Program and competence in meeting all local and state reporting requirements. Required health inspections will be done through the local controlling agency and our principal will be responsible for maintaining compliance. Following approval of the charter by the governing board will apply to the Florida Department of Education to participate in the National School Lunch Program for free/reduced price meals.

PBL Academy will provide free and reduced priced meals for eligible children unable to pay the full price. The State dictates the criteria for those children from households with incomes of less than or equal to the income criteria required by the National School Lunch Program that may be eligible for either free or reduced priced meals. The charter school staff will work with the Department of Education Department of Food and Nutrition Management to develop required agreements for reimbursement and will attend any required workshops. Efforts are made to ensure that all qualified applicants are given the opportunity to obtain free or reduced lunch. During the first week of school, application forms are given to each student. Each teacher is required to complete a form recording each child's receipt of the free/reduced lunch applications. Administrative staff is made available to answer any questions and concerns.

To apply for free or reduced priced meals, parents must fill out the application and return it to the school. After the application is processed, a response is forwarded to each child and the child's parents/guardians. In accordance with National School Lunch Act (42 U.S.C. 1751(b)(2)(C)), a confidential list is then compiled and forwarded to the cafeteria manager. Meal benefits begin on the day the application is approved at the school site and continue throughout the school year in which the application is approved and for approximately the first twenty days of the next school year (applicable when information is available).

## 18. BUDGET

Provide an operating budget covering each year of the requested charter terms that contains revenue projections, expenses and anticipated fund balances.

Five year operating budget: Appendix N

Provide a start-up budget (i.e., from the date on which the application is approved to the beginning of the first fiscal year of operation) that contains revenue projections, expenses and anticipated fund balances.

### ***PBL Academy High School***

#### **Start-up Budget**

	March	April	May	June	Total
<b>Line of Credit</b>	100,000				
<b>EXPENSES:</b>					
<b>Administration Staff Professional Services</b>	10,000	10,000	10,000	10,000	40,000
Legal Fees	6,000	4,000	-	-	10,000
Marketing & Enrollment	<u>15,000</u>	<u>5,000</u>	<u>10,000</u>	<u>5,000</u>	<u>35,000</u>
	21,000	9,000	10,000	5,000	45,000
<b>Other Operating Expenses</b>	2,000	2,000	2,000	2,000	8,000
<b>Administrative Expenses</b>	4,000	1,000	1,000	1,000	7,000
<b>TOTAL OPERATING EXPENSES</b>	37,000	22,000	23,000	18,000	100,000
<b>Fund Balance</b>	63,000	41,000	18,000	-	-

Provide a detailed narrative description of the revenues and expenditures assumption on which the operating and start-up budget are based.

The PBL Academy budget was developed using available data from existing charter schools with a similar growth patterns.

The revenue forecast in the budget is based upon data obtained from the Florida Department of Education Charter School Revenue Estimate Worksheet. In addition, the school did not include in the budget as anticipated revenue additional funding which may be available to the school such as grants and fundraising. Expenses are forecast using the pattern described above and tailored to the projected enrollment.

Staffing:

- Salaries are forecast using guidance from published pay scale in effect.
- Funds are allocated for staff development to achieve continued improvement in staff effectiveness.
- The number of instructional staff complies with class size reduction.
- Payroll administration, human resources management, compliance reporting, and employee benefits administration will be managed through a service provider.
- The School will retain hiring, firing, supervision, evaluation, promotion, salary determination, and employee benefit determinations.

Operations:

- Costs for instruction materials are based on consultations with various vendors and through analysis of existing similar schools.
- The budget supports the infrastructure to implement the technology plan envisioned by the School.
- Cost for a service education provider will be negotiated for the maximum benefit of the School.
- The Charter School will follow State and District policy in the procurement of supplies, equipment, construction, training, and other services. The Charter School will establish a monetary threshold for small purchase procedures.

Facilities:

- The school has not yet finalized a permanent site. The rent the School will pay will be at or below market rates.
- Insurance costs include: Commercial General Liability, Errors and Omissions, Officers and Directors Liability, Workers Compensation, Employers Liability, Automotive Liability, Unemployment Insurance, Property & Casualty for building and equipment.
- Furniture, fixtures, and equipment will be acquired through equipment leases.

**All Budgets are in Appendix N**

## **19. FINANCIAL MANAGEMENT AND OVERSIGHT**

**Describe who will manage the school’s finance and how the school will ensure financial resources are properly managed.**

The Board is responsible for the School’s finances, and as such will hire a firm with expertise in “Financial and Program Cost Accounting and Reporting for Florida Schools” as well as “not-for-profit” accounting procedures. The School will employ a comptroller to manage bookkeeping, bank reconciliation, and payroll. Detailed financial statements will be prepared on a monthly basis for analysis by the Governing Board. Policies and reporting procedures established by the District and State will be followed.

The School will maintain a number of internal financial controls and bookkeeping practices. Internal controls will be reviewed and evaluated annually by an independent auditor in accordance with generally accepted audit standards. All monies will be deposited into FDCI insured banks. All cash collected on campus will be managed by an Administrative Assistant who will follow written internal cash flow procedures as determined by the Board.

The Principal will manage the day to day operations and site-based finances. The Board will adopt a policy whereby the Principal will need to seek prior approval from the Board for expenditures over a pre-approved amount. The Governing Board will oversee the Principal and remain responsible for all financial matters delegated to the Principal.

**Describe the financial controls, including an annual audit and regular board review of financial statements, which will be employed to safeguard finances and projected enrollment trend.**

An accounting firm, contracted by the Board of Directors, will assist the School with the start-up requirements for setting up appropriate accounting procedures and controls. The School will develop a written internal audit procedure and establish controls to ensure that financial resources are properly managed.

The School will utilize accepted state coding of accounts pursuant to the Financial and Program Cost Accounting and Reporting for Florida Schools in all transactions pertaining to its operations. The School will prepare quarterly financial statements, and annual, audited financial reports that include a statement of revenues and expenditures prepared in accordance with generally accepted accounting principles.

The Charter School’s financial management and internal accounting processes will be set up in accordance with the Department of Education and Broward County School District procedures. In the event the State or District changes to a new accounting and reporting system, the School will adopt the new standards. All requested reports will be forwarded to the School Board in a timely manner.

**Describe the method by which accounting records will be maintained.**

The School will utilize accepted state coding of accounts pursuant to the Financial and Program Cost Accounting and Reporting for Florida Schools in all transactions pertaining to its operations. The School will prepare financial statements, and annual audited financial reports per state requirements that include a statement of revenues and expenditures prepared in accordance with generally accepted accounting principles.

The Charter School will submit to the District and pay for an annual financial audit in compliance with federal, state, and school district regulations showing all revenue received from all sources, and all expenditures for services rendered. The fiscal audit shall be conducted by an independent certified public account selected by the Governing Board of the Charter School and will be delivered to the District within 90 days following the end of the district's fiscal year.

The School Board of Broward County's internal auditors or external auditors may request review and inspection of books and records. In addition, any inquiries related to accounting information obtained from quarterly reports and year-end audits will be addressed by the School's administration.

**Describe how the school will store student and financial records.**

The Charter School will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) and IDEA in the establishment, maintenance, correction, and disposal of student records. The right to inspect and review educational records and the release of information, or instructional materials will be consistent with federal and state law.

All student and financial records will be protected and stored in a secure fireproof and waterproof cabinet. In addition, backup copies of all records will be stored on servers. Student records are official and confidential documents protected by Florida Statute 1002.22 and the Federal Family Educational Rights and Privacy Act (FERPA) and will be treated as such.

**Describe the insurance coverage the school will obtain, including applicable health, worker's Compensation, general liability, property insurance, and director's and officer's liability coverage.**

As set forth in Florida Law, chapter 2006-190, the school shall meet all applicable state and local health, safety and civil rights requirements. A description of procedures that identify various risks and provide for a comprehensive approach to reduce the impact of losses; plans to identify, minimize, and protect others from violent or disruptive student behavior; and the manner in which the school will be insured, including whether or not the school will be required to have liability insurance, and, if so, the terms and conditions thereof and the amounts of coverage.

The School will comply with requirements specified by the School Board of Broward County or

applicable state statutes regarding insurance and liability coverage. The School will maintain appropriate Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance and Professional Liability Insurance. Evidence of insurance will be provided by the School to the Sponsor before the initial opening day of classes. Limitations on policies will comply with state statute and the Charter School Agreement as follows:

- Workers' Compensation/Employers' Liability at \$1,000,000 per occurrence/\$2,000,000 annual aggregate
- School Leader's Errors and Omissions Insurance at \$1,000,000 per claim/annual aggregate
- Fidelity Bonds shall not be less than \$1,000,000
- Commercial General Liability Insurance at \$1,000,000 per occurrence and a \$2,000,000 annual aggregate
- Business Automobile at \$1,000,000 limit per occurrence, and, if subject to an annual aggregate, \$3,000,000 annual aggregate
- Employees Liability Insurance at \$1,000,000 per disease, accident and employee
- Directors and Officers Insurance
- Property Insurance
- Employees Health Insurance

Where applicable, the School Board of Broward County will be named as an additional insured. The Charter School shall, at its sole expense, maintain current policies throughout the entire term of the Charter contract.

## **20. ACTION PLAN**

**Present a timetable for the school's start up.**

<b><u>Activity</u></b>	<b><u>Responsible Party</u></b>	<b><u>Date</u></b>
<b>Submit Charter Application</b>	<b>Board of Directors</b>	<b>Aug. 2, 2010</b>
<b>Application Reviewed by District</b>	<b>School District</b>	<b>Oct. 2010</b>
<b>Facility / Site Acquisition</b>	<b>Board of Directors or ESP</b>	<b>November 2010</b>
<b>Begin Marketing</b>	<b>Board of Directors</b>	<b>Feb. 2011</b>
<b>Hiring of the Principal</b>	<b>Board of Directors or ESP</b>	<b>March 2011</b>
<b>Curriculum Development</b>	<b>Principal</b>	<b>March – May 2011</b>
<b>Student Enrollment</b>	<b>Principal</b>	<b>April 2011</b>
<b>Program Planning</b>	<b>Principal or Designee</b>	<b>April 2011</b>
<b>Recruitment of Teachers/Staff</b>	<b>Principal</b>	<b>June 2011</b>
<b>Teacher Staff Training</b>	<b>District and/or ESP</b>	<b>June – Aug. 2011</b>
<b>Review student referral process</b>	<b>District and Principal</b>	<b>June 2011</b>
<b>Finalize School Calendar</b>	<b>Principal</b>	<b>July 2011</b>
<b>Student – Parent Orientation</b>	<b>Principal</b>	<b>Sept. 2011</b>
<b>Installing telephones, Admin</b>	<b>Principal</b>	<b>July – Aug. 2011</b>
<b>Space and Classroom Equip.</b>	<b>Staff and Principal</b>	<b>July – Aug. 2011</b>
<b>Charter School Opens</b>		<b>August 2011</b>

### **Charter School Readiness Checklist:**

1. School year calendar developed
2. Complete Charter School Agreement on file
3. Students enrolled through District's TERMS System are shown at the Charter School
4. Secure location for student cumulative files
5. Proof of ownership or signed lease for facility
6. Certificates of Occupancy
7. Fire Inspection Complete
8. Health Inspection Complete
9. Traffic Engineering Review
10. Safety Inspection
11. Final Site Plan with Acreage and Floor Plan
12. Verification that no religious symbols, statues or artifacts etc. are affixed on or about the property and facility and facility where the school operates
13. Proof of insurance naming the District as an additional insured
14. Teaching certificates or qualifications are on file for all instructional personnel verifying certification and/or qualifications
15. Proof of fingerprinting for all school personnel and board members
16. Posted Compliance with Ch. 119 Fla. Stat. relating to Public records & Section 289.111 Fl. Stat., relating to public meetings
17. Governing Board training verification
18. Copy of Management Agreement (If Applicable)
19. Transportation arranged
20. Food Service Agreement / Contract
21. Updated budget for the opening year
22. Agreements in place for financial services
23. Application for 501 C3 status has been processed
24. Application for Sales Tax Exemption has been proceed
25. Application for Employer Identification Number been proceed
26. Employee benefits are clearly defined and payroll calendar developed
27. Policies have been developed with regard to approval of expenditures
28. The school has a clear understanding with the District as to the distribution of funds
29. An evacuation plan, in case of emergency, is in place
30. An evacuation plan, in case of emergency, is in place
31. Emergency phone numbers on file for all students and charter school staff
32. Registration information is available for all students



# PBL Academy

## Calendar 2011-2012

Teacher work week, Pre-Planning Days, Professional Development.....	August 15-19, 2011
Meet the Teacher Night.....	August 18, 2011
Students First Day of School .....	August 22, 2011
<b>Early Dismissal</b> .....	September 2, 2011
Labor Day .....	September 5, 2011
Professional Planning Day/Non-Student Day .....	October 14, 2011
Veterans Day (School in Session).....	November 11, 2011
<b>Early Dismissal</b> .....	November 18, 2011
Thanksgiving Holidays (Professional Planning Day/Non-Student.....	November 21, 2011
Thanksgiving Holidays.....	November 22, 23, 24 & 25, 2011
<b>Early Dismissal</b> .....	December 16, 2011
Winter Holidays .....	December 19, 2011 – January 1, 2012
Students Return to School .....	January 2, 2012
No School for Students-Teacher Professional Development Day.....	January 13, 2012
Martin Luther King Jr. Day (No school for teachers and students).....	January 16, 2012
Students Day at the Fair (West Hillsborough County) .....	February 10, 2012
<b>Early Dismissal</b> .....	February 17, 2012
Presidents Day (No School for teachers and students).....	February 20, 2012
Early Dismissal-Spring Holiday begins.....	March 23, 2012
Spring Holidays .....	March 26 – March 30, 2012
Students Return to School .....	April 2, 2012
<b>Early Dismissal</b> .....	April 20, 2012
No School for Students /Teacher Professional Development Day.....	April 23, 2012

## MATHEMATICS CONTENT ASSESSED ON THE ALGEBRA 1 EOC ASSESSMENT AND ITEM TYPES BY BENCHMARK

Algebra 1 End-of-Course Assessment			
Body of Knowledge Algebra I			
<b>Standard 1 Real and Complex Number System</b> Expand and deepen understanding of real and complex numbers by comparing expressions and performing arithmetic computations, especially those involving square roots and exponents. Use the properties of real numbers to simplify algebraic expressions and equations, and convert between different measurement units using dimensional analysis.			
<b>MA.912.A.1.8</b> Use the zero product property of real numbers in a variety of contexts to identify solutions to equations.  Assessed with MA.912.A.7.2.			
<b>Standard 2 Relations and Functions</b> Draw and interpret graphs of relations. Understand the notation and concept of a function, find domains and ranges, and link equations to functions.			
<b>MA.912.A.2.3</b> Describe the concept of a function, use function notation, determine whether a given relation is a function, and link equations to functions.  Also assesses MA.912.A.2.13.	<b>MA.912.A.2.4</b> Determine the domain and range of a relation.  Also assesses MA.912.A.2.13.	<b>MA.912.A.2.13</b> Solve real-world problems involving relations and functions.  Assessed with MA.912.A.2.3 and MA.912.A.2.4.	<b>MC, FR</b>

Prior Knowledge: Items may require the student to apply mathematical knowledge described in NGSSS benchmarks from lower grades; however, the benchmarks from lower grades will not be assessed in isolation. MC = Multiple Choice FR = Fill-in Response

**MATHEMATICS CONTENT ASSESSED ON THE ALGEBRA 1 EOC ASSESSMENT AND ITEM TYPES BY BENCHMARK**

Algebra 1 End-of-Course Assessment	
Body of Knowledge Algebra	
Standard 3 Linear Equations and Inequalities	
Solve linear equations and inequalities	
<p><b>MA.912.A.3.1</b> Solve linear equations in one variable that include simplifying algebraic expressions.</p> <p>Also assesses MA.912.A.3.2.</p> <p><b>MC, FR</b></p>	<p><b>MA.912.A.3.2</b> Identify and apply the distributive, associative, and commutative properties of real numbers and the properties of equality.</p> <p>Assessed with MA.912.A.3.1.</p> <p><b>MC, FR</b></p>
<p><b>MA.912.A.3.7</b> Rewrite equations of a line into slope-intercept form and standard form.</p> <p>Assessed with MA.912.A.3.10.</p> <p><b>MC, FR</b></p>	<p><b>MA.912.A.3.8</b> Graph a line given any of the following information: a table of values, the x- and y-intercepts, two points, the slope and a point, the equation of the line in slope-intercept form, standard form, or point-slope form.</p> <p>Also assesses MA.912.A.3.12.</p> <p><b>MC</b></p>
<p><b>MA.912.A.3.4</b> Solve and graph simple and compound inequalities in one variable and be able to justify each step in a solution.</p> <p><b>MC</b></p>	<p><b>MA.912.A.3.3</b> Solve literal equations for a specified variable.</p> <p><b>MC</b></p>
<p><b>MA.912.A.3.5</b> Symbolically represent and solve multi-step and real world applications that involve linear equations and inequalities.</p> <p><b>MC, FR</b></p>	<p><b>MA.912.A.3.9</b> Determine the slope, x-intercept, and y-intercept of a line given its graph, its equation, or two points on the line.</p> <p>Also assesses MA.912.A.3.12.</p> <p><b>MC, FR</b></p>
<p><b>MA.912.A.3.11</b> Write an equation of a line that models a data set and use the equation or the graph to make predictions. Describe the slope of the line in terms of the data, recognizing that the slope is the rate of change.</p> <p><b>MC, FR</b></p>	<p><b>MA.912.A.3.10</b> Write an equation of a line given any of the following information: two points on the line, its slope and one point on the line, or its graph. Also, find an equation of a new line parallel to a given line, or perpendicular to a given line, through a given point on the new line.</p> <p>Also assesses MA.912.A.3.7, MA.912.A.3.12, and MA.912.G.1.4.</p> <p><b>MC, FR</b></p>

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**MATHEMATICS CONTENT ASSESSED ON THE ALGEBRA I EOC ASSESSMENT AND ITEM TYPES BY BENCHMARK**

Algebra I End-of-Course Assessment			
Body of Knowledge: Algebra			
Standard 3 Linear Equations and Inequalities			
Solve linear equations and inequalities.			
<p><b>MA.912.A.3.12</b> Graph a linear equation or inequality in two variables with and without graphing technology. Write an equation or inequality represented by a given graph.</p> <p>Assessed with MA.912.A.3.8, MA.912.A.3.9, MA.912.A.3.10, and MA.912.A.3.11.</p>	<p><b>MA.912.A.3.13</b> Use a graph to approximate the solution of a system of linear equations or inequalities in two variables with and without technology.</p> <p>Assessed with MA.912.A.3.14.</p>	<p><b>MA.912.A.3.14</b> Solve systems of linear equations and inequalities in two and three variables using graphical, substitution, and elimination methods.</p> <p>Also assesses MA.912.A.3.1.13 and MA.912.A.3.15.</p> <p><b>MC, FR</b></p>	<p><b>MA.912.A.3.15</b> Solve real-world problems involving systems of linear equations and inequalities in two and three variables.</p> <p>Assessed with MA.912.A.3.14.</p>
Standard 4 Polynomials			
Perform operations on polynomials. Find factors of polynomials, learning special techniques for factoring quadratics. Understand the relationships among the solutions of polynomial equations, the zeros of a polynomial function, the x-intercepts of a graph, and the factors of a polynomial.			
<p><b>MA.912.A.4.1</b> Simplify monomials and monomial expressions using the laws of integral exponents.</p> <p><b>MC, FR</b></p>	<p><b>MA.912.A.4.2</b> Add, subtract, and multiply polynomials.</p> <p><b>MC, FR</b></p>	<p><b>MA.912.A.4.3</b> Factor polynomial expressions.</p> <p>Also assesses MA.912.A.5.1.</p> <p><b>MC</b></p>	<p><b>MA.912.A.4.4</b> Divide polynomials by monomials and polynomials with various techniques, including synthetic division.</p> <p><b>MC</b></p>

Prior Knowledge: Items may require the student to apply mathematical knowledge described in NGSSS benchmarks from lower grades; however, the benchmarks from lower grades will not be assessed in isolation. MC = Multiple Choice FR = Fill-in Response

**MATHEMATICS CONTENT ASSESSED ON THE FCAT ALGEBRA 1 EOC ASSESSMENT AND ITEM TYPES BY BENCHMARK**

Algebra I End-of-Course Assessment			
Body of Knowledge: Algebra			
<b>Standard 5 Rational Expressions and Equations</b> Simplify rational expressions and solve rational equations using what has been learned about factoring polynomials.			
MA.912.A.5.1 Simplify algebraic ratios.	MA.912.A.5.4 Solve algebraic proportions.		
Assessed with MA.912.A.4.3.			MC, FR
<b>Standard 6 Radical Expressions and Equations</b> Simplify and perform operations on radical expressions and equations. Rationalize square root expressions and understand and use the concepts of negative and rational exponents. Add, subtract, multiply, divide, and simplify radical expressions and expressions with rational exponents. Solve radical equations and equations with terms that have rational exponents.			
MA.912.A.6.1 Simplify radical expressions. Assessed with A.912.A.6.2.	MA.912.A.6.2 Add, subtract, multiply, and divide radical expressions (square roots and higher). Also assesses MA.912.A.6.1		MC

Prior Knowledge: Items may require the student to apply mathematical knowledge described in NGSSS benchmarks from lower grades; however, the benchmarks from lower grades will not be assessed in isolation. MC = Multiple Choice FR = Fill-in Response

## MATHEMATICS CONTENT ASSESSED ON THE FCAT ALGEBRA 1 EOC ASSESSMENT AND ITEM TYPES BY BENCHMARK

Algebra 1 End-of-Course Assessment			
Body of Knowledge: Algebra			
<b>Standard 7 Quadratic Equations</b> Draw graphs of quadratic functions. Solve quadratic equations and solve these equations by factoring, completing the square and by using the quadratic formula. Use graphing calculators to find approximate solutions of quadratic equations.			
<b>MA.912.A.7.1</b> Graph quadratic equations with and without graphing technology.  Also assesses MA.912.A.7.8.	<b>MA.912.A.7.2</b> Solve quadratic equations over the real numbers by factoring, and by using the quadratic formula.  Also assesses MA.912.A.1.8 and MA.912.A.7.8.	<b>MA.912.A.7.8</b> Use quadratic equations to solve real-world problems.  Assessed with MA.912.A.7.1 and MA.912.A.7.2.	<b>MA.912.A.7.10</b> Use graphing technology to find approximate solutions of quadratic equations.  Not assessed.
<b>Standard 10 Mathematical Reasoning and Problem Solving</b> In a general sense, all of mathematics is problem-solving. In all of mathematics, use problem-solving skills, choose how to approach a problem, explain the reasoning, and check the results.			
<b>MA.912.A.10.1</b> Use a variety of problem-solving strategies, such as drawing a diagram, making a chart, guessing and checking, solving a simpler problem, writing an equation, working backwards, and creating a table.	<b>MA.912.A.10.2</b> Decide whether a solution is reasonable in the context of the original situation.	<b>MA.912.A.10.3</b> Decide whether a given statement is always, sometimes, or never true (statements involving linear or quadratic expressions, equations, or inequalities rational or radical expressions or logarithmic or exponential functions).	Not assessed.
Assessed throughout.	Assessed throughout.		

Prior Knowledge: Items may require the student to apply mathematical knowledge described in NGSSS benchmarks from lower grades; however, the benchmarks from lower grades will not be assessed in isolation. MC = Multiple Choice FR = Fill-in Response

**MATHEMATICS CONTENT ASSESSED ON THE ALGEBRA 1 EOC ASSESSMENT  
AND ITEM TYPES BY BENCHMARK**

Algebra 1 End-of-Course Assessment			
Body of Knowledge: Discrete Mathematics			
<b>Standard 7: Set Theory</b> <b>Operate with sets, and use set theory to solve problems.</b>			
<b>MA.912.D.7.1</b> Perform set operations such as union and intersection, complement, and cross product.	<b>MA.912.D.7.2</b> Use Venn diagrams to explore relationships and patterns, and to make arguments about relationships between sets.		
MC, FR	MC, FR		
Algebra 1 End-of-Course Assessment			
Body of Knowledge: Geometry			
<b>Standard 1: Points, Lines, Angles, and Planes</b> <b>Understand geometric concepts, applications, and their representations with coordinate systems. Find lengths and midpoints of line segments, slopes, parallel and perpendicular lines, and equations of lines. Using a compass and straightedge, patty paper, a drawing program or other techniques, construct lines and angles, explaining and justifying the processes used.</b>			
<b>MA.912.G.1.4</b> Use coordinate geometry to find slopes, parallel lines, perpendicular lines, and equations of lines.  Assessed with MA.912.A.3.10.			

Prior Knowledge: Items may require the student to apply mathematical knowledge described in NGSSS benchmarks from lower grades; however, the benchmarks from lower grades will not be assessed in isolation. MC = Multiple Choice FR = Fill-in Response

## EARTH AND SPACE SCIENCE

### BEHOLD MARKS

### ESSENTIAL LAB TITLE

### GIZMOS

SC.D.1.4.1	<b>Absorption and Reflection of Solar Energy</b>	<a href="#">Coastal Winds and Clouds</a> <a href="#">Seasons Around the World</a> <a href="#">Herschel Experiment</a> <a href="#">Seasons in 3D</a> <a href="#">Seasons: Earth, Moon, and Sun</a> <a href="#">Seasons: Why do we have them?</a>
SC.D.1.4.3, SC.D.1.4.4 SC.D.1.4.4	<b>Fossils as Evidence of Environments and Change</b> <b>Mineral and Rock Identification</b>	<a href="#">Human Evolution - Skull Analysis</a> <a href="#">Rock Classification</a> <a href="#">Rock Cycle</a> <a href="#">Plate Tectonics</a>
SC.D.1.4.2 SC.E.1.4.1	<b>Sea Floor Spreading</b> <b>Modeling Our Solar System and Kepler's Laws of</b>	<a href="#">Tides</a> <a href="#">Solar System Explorer</a> <a href="#">Gravitational Force</a> <a href="#">Penumbra Effect</a> <a href="#">Rotation/Revolution of Venus and Earth</a> <a href="#">Moon Phases</a> <a href="#">Orbital Motion - Kepler's Laws</a> <a href="#">2D Eclipse</a> <a href="#">3D Eclipse</a>
SC.D.1.4.1, SC.A.1.4.3	<b>Salt Water Density Lab Activity</b>	<a href="#">Density Laboratory</a> <a href="#">Determining Density via Water Displacement</a> <a href="#">Density Experiment: Slice and Dice</a> <a href="#">Density via Comparison</a> <a href="#">Phase Changes</a> <a href="#">Coastal Winds and Clouds</a> <a href="#">Greenhouse Effect</a> <a href="#">Seasons Around the World</a> <a href="#">Seasons in 3D</a> <a href="#">Seasons: Earth, Moon, and Sun</a> <a href="#">Seasons: Why do we have them?</a>
SC.A.2.4.5	<b>Alien Periodic Table</b>	<a href="#">Element Builder</a> <a href="#">Bohr Model: Introduction</a> <a href="#">Bohr Model of Hydrogen</a> <a href="#">Covalent Bonds</a> <a href="#">Ionic Bonds</a> <a href="#">Electron Configuration</a>
SC.A.1.4.1, SC.A.1.4.4, SC.A.1.4.5	<b>Endothermic and Exothermic Reactions</b>	<a href="#">Collision Theory</a> <a href="#">Limiting Reactants</a> <a href="#">Covalent Bonds</a> <a href="#">Dehydration Synthesis</a> <a href="#">Balancing Chemical Equations</a> <a href="#">Electron Configuration</a> <a href="#">Ionic Bonds</a>
SC.B.1.4.1, SC.D.1.4.2	<b>Earthquakes and Subduction Boundaries</b>	<a href="#">Plate Tectonics</a> <a href="#">Earthquake - Determination of Epicenter</a> <a href="#">Earthquake - Recording Station</a>
SC.B.1.4.5, SC.D.1.4.1, SC.G.2.4.1	<b>Greenhouse Effect</b>	<a href="#">Greenhouse Effect</a> <a href="#">Building Topographic Maps</a>
SC.D.1.4.1 SC.A.1.4.3	<b>Coriolis Effect</b> <b>Determining Dew Point</b>	<a href="#">Hurricane Motion</a> <a href="#">Phase Changes</a> <a href="#">Relative Humidity</a>
SC.C.1.4.1, SC.D.1.4.2 SC.C.1.4.1, SC.D.1.4.2 SC.1.4.2	<b>Finding an Epicenter</b> <b>Earthquake Waves: Walk-Run</b> <b>Newton's Second Law of Motion</b>	<a href="#">Earthquake - Determination of Epicenter</a> <a href="#">Earthquake - Recording Station</a> <a href="#">Distance-Time Graphs</a> <a href="#">Distance-Time and Velocity-Time Graphs</a> <a href="#">Roller Coaster Physics</a>



[Fan Cart Physics](#)  
[Freefall Laboratory](#)  
[Inclined Plane - Sliding Objects](#)  
[Uniform Circular Motion](#)

**BIOLOGY**

**BENCHMARKS**

**ESSENTIAL LAB TITLE**

**GIZMOS**

SC.A.1.4.2, SC.A.1.4.4  
SC.F.1.4.1, SC.F.1.4.8

**Biochemistry-Enzyme Catalysts**  
**Cells-Potato Osmosis**

[Collision Theory](#)  
[Cell Structure](#)  
[Paramecium Homeostasis](#)  
[Osmosis](#)

SC.D.2.4.1, SC.G.2.4.6

**Cell Energy-Light Intensity on Photosynthesis**

[Cell Energy Cycle](#)  
[Photosynthesis - Lab](#)  
[Greenhouse Effect](#)  
[Rabbit Population by Season](#)  
[Water Pollution](#)

SC.B.1.4.1, SC.F.1.4.1

**Cell Energy-Observing Respiration**

[Cell Energy Cycle](#)  
[Interdependence of Plants and Animals](#)

SC.F.1.4.1, SC.F.1.4.2

**Genetics-Karyotypes**

[Human Karyotyping](#)  
[Evolution: Mutation and Selection](#)  
[Natural Selection](#)

SC.F.2.4.2, SC.F.2.4.3

**Genetics-Investigating Inherited Traits**

[RNA and Protein Synthesis](#)  
[Evolution: Mutation and Selection](#)  
[Natural Selection](#)

SC.F.2.4.3, SC.G.1.4.1

**Natural Selection-Toothpicks in Hiding**

[Rainfall and Bird Beaks](#)  
[Effect of Environment on New Life Form](#)  
[Mouse Genetics \(One Trait\)](#)  
[Mouse Genetics \(Two Traits\)](#)  
[Chicken Genetics](#)

SC.F.2.4.2

**DNA Replication Model & Replication**

[Evolution: Mutation and Selection](#)  
[Effect of Environment on New Life Form](#)  
[Natural Selection](#)

SC.F.1.4.1, SC.F.1.4.2

**DNA Berry Extraction**

[Rainfall and Bird Beaks](#)  
[Rabbit Population by Season](#)  
[Food Chain](#)

SC.F.1.4.1, SC.F.1.4.5

**Protein Transcription and Translation**

[Interdependence of Plants and Animals](#)  
[Building DNA](#)  
[Cell Division](#)

SC.F.2.4.2, SC.F.2.4.3

**Protein Transcription and Translation**

[RNA and Protein Synthesis](#)  
[DNA Fingerprint Analysis](#)  
[Human Karyotyping](#)

SC.G.1.4.1, SC.F.1.4.8

**Microorganisms-Bacteria Lab Predicting Growth**

[Evolution: Mutation and Selection](#)  
[Effect of Environment on New Life Form](#)  
[Natural Selection](#)

SC.F.2.4.3, SC.G.1.4.1  
SC.F.1.4.2, SC.F.1.4.7, SC.F.2.4.3

**Classification-Fishing for Protists**  
**Plants-Transpiration**

[Rabbit Population by Season](#)  
[RNA and Protein Synthesis](#)  
[Cell Division](#)

SC.G.2.4.2, SC.G.2.4.4

**Study of Biotic and Abiotic Factors**

[Evolution: Mutation and Selection](#)  
[Effect of Environment on New Life Form](#)  
[Rabbit Population by Season](#)  
[Natural Selection](#)

[Rainfall and Bird Beaks](#)  
[Food Chain](#)

[Cell Division](#)  
[Cell Structure](#)

[Osmosis](#)  
[Paramecium Homeostasis](#)

[Pollination: Flower to Fruit](#)  
[Photosynthesis - Lab](#)

[Seed Germination](#)  
[Food Chain](#)

SC.G.2.4.6	Human Impact-Effects of Acid Rain Lab	<u>Rabbit Population by Season</u> <u>Effect of Environment on New Life Form</u> <u>Rainfall and Bird Beaks</u> <u>Greenhouse Effect</u> <u>Rabbit Population by Season</u> <u>Water Pollution</u> <u>Human Homeostasis</u>
SC.4.1, SC.F.1.4.2	Anatomy-Sensing Circulation	

**PHYSICAL SCIENCE**

**BENCHMARKS**

**ESSENTIAL LAB TITLE**

**GIZMOS**

SC.H.1.4.1, SC.H.2.4.1, SC.H.3.4.2	Review of Common Lab Tools	<u>Density Laboratory</u> <u>Determining Density via Water Displacement</u> <u>Density Experiment: Slice and Dice</u> <u>Density via Comparison</u> <u>Triple Beam Balance</u> <u>pH Analysis</u> <u>pH Analysis: Quad Color Indicator</u> <u>Archimedes Principle</u> <u>Atwood Machine</u> <u>Distance-Time Graphs</u> <u>Distance-Time and Velocity-Time Graphs</u> <u>Freefall Laboratory</u> <u>Golf Range!</u> <u>Gravitational Force</u> <u>Distance-Time Graphs</u> <u>Distance-Time and Velocity-Time Graphs</u> <u>Roller Coaster Physics</u> <u>Fan Cart Physics</u> <u>Freefall Laboratory</u> <u>Inclined Plane - Sliding Objects</u> <u>Uniform Circular Motion</u> <u>Roller Coaster Physics</u> <u>Gravitational Force</u> <u>Inclined Plane - Sliding Objects</u> <u>Freefall Laboratory</u> <u>Freefall Laboratory-Terminal Velocity</u> <u>Roller Coaster Physics</u> <u>Potential Energy on Shelves</u> <u>Atwood Machine</u> <u>Roller Coaster Physics</u> <u>Golf Range!</u> <u>Fan Cart Physics</u> <u>Freefall Laboratory</u> <u>Pulley Lab</u> <u>Energy of a Pendulum</u> <u>Moment of Inertia</u> <u>Roller Coaster Physics</u> <u>Inclined Plane - Sliding Objects</u> <u>Potential Energy on Shelves</u> <u>Inclined Plane - Sliding Objects</u> <u>Inclined Plane - Simple Machines</u> <u>Inclined Plane - Rolling Objects</u> <u>Calorimetry Lab</u> <u>Phase Changes</u> <u>Freezing Point of Salt Water</u> <u>Mystery Powder Analysis</u> <u>Limiting Reactants</u> <u>Phase Changes</u> <u>Covalent Bonds</u> <u>Ionic Bonds</u> <u>Bohr Model: Introduction</u>
SC.C.1.4.1, SC.C.2.4.1	Velocity	
SC.C.1.4.1, SC.C.2.4.1	Velocity and Acceleration	
SC.C.1.4.1, SC.C.2.4.1	Effects of Gravity	
SC.C.1.4.1, SC.C.2.4.1	Discovering Newton's Laws	
SC.B.1.4.1 SC.B.1.4.1, SC.C.1.4.1	Your Power Kinetic and Potential Energy and Their Work	
SC.B.1.4.1, SC.C.1.4.1	Mechanical Advantage of an Inclined Plane	
SC.A.1.4.3	Change of States	
SC.A.1.4.3	Observing Physical and Chemical Changes	
SC.4.5	Models of Atomic Structure	

SC.A.2.4.5	Alien Periodic Table	<a href="#">Bohr Model of Hydrogen</a> <a href="#">Electron Configuration</a> <a href="#">Element Builder</a> <a href="#">Covalent Bonds</a> <a href="#">Ionic Bonds</a> <a href="#">Electron Configuration</a>
SC.A.2.4.5	Ionic and Covalent Bonds	<a href="#">Ionic Bonds</a> <a href="#">Covalent Bonds</a> <a href="#">Balancing Chemical Equations</a> <a href="#">Chemical Equation Balancing</a>
SC.A.1.4.4, SC.F.1.4.1	A Bagged Chemical Reaction	<a href="#">Collision Theory</a> <a href="#">Limiting Reactants</a> <a href="#">Mystery Powder Analysis</a> <a href="#">Balancing Chemical Equations</a> <a href="#">Chemical Equation Balancing</a>
SC.A.1.4.4	Determining Reaction Rates	<a href="#">Collision Theory</a> <a href="#">Limiting Reactants</a> <a href="#">Stoichiometry</a>
SC.D.1.4.1	Comparing the Angle of Sunlight to Intensity	<a href="#">Seasons Around the World</a> <a href="#">Seasons in 3D</a> <a href="#">Seasons: Earth, Moon, and Sun</a> <a href="#">Seasons: Why do we have them?</a> <a href="#">Coastal Winds and Clouds</a>
SC.D.1.4.1	Rising Air	<a href="#">Plate Tectonics</a>
SC.D.1.4.2	Continental Drift	<a href="#">Tides</a>
SC.E.1.4.1	Tides	<a href="#">Photosynthesis - Lab</a> <a href="#">Interdependence of Plants and Animals</a> <a href="#">Greenhouse Effect</a>
SC.D.2.4.1	The Carbon Cycle	<a href="#">Cell Energy Cycle</a> <a href="#">Food Chain</a> <a href="#">Effect of Environment on New Life Form</a> <a href="#">Photosynthesis - Lab</a> <a href="#">Rabbit Population by Season</a> <a href="#">Evolution: Mutation and Selection</a> <a href="#">Natural Selection</a> <a href="#">Rainfall and Bird Beaks</a> <a href="#">Evolution: Natural and Artificial Selection</a> <a href="#">Hardy Weinberg Equilibrium</a> <a href="#">Microevolution</a> <a href="#">Paramecium Homeostasis</a>
SC.G.2.4.2	Study of Abiotic and Biotic Factors	
SC.F.2.4.3, SC.G.1.4.1	Natural Selection	
SC.F.2.4.3, SC.G.1.4.1	Protist Diversity and Classification Lab	

## CHEMISTRY

### BENCHMARKS

BENCHMARKS	ESSENTIAL LAB TITLE	GIZMOS
SC.H.1.4.1, SC.H.1.4.4, SC.H.2.4.1	Laboratory Techniques and Lab Safety	<a href="#">Triple Beam Balance</a> <a href="#">pH Analysis</a> <a href="#">pH Analysis: Quad Color Indicator</a> <a href="#">Density Experiment: Slice and Dice</a> <a href="#">Density Laboratory</a> <a href="#">Determining Density via Water Displacement</a> <a href="#">Density via Comparison</a>
SC.A.1.4.3	Changes of State	<a href="#">Calorimetry Lab</a> <a href="#">Phase Changes</a>
SC.A.1.4.3	Observing Physical and Chemical Changes	<a href="#">Freezing Point of Salt Water</a> <a href="#">Mystery Powder Analysis</a> <a href="#">Phase Changes</a>
SC.A.2.4.1, SC.C.2.4.2	Models of Atomic Structure	<a href="#">Electron Configuration</a> <a href="#">Element Builder</a> <a href="#">Bohr Model: Introduction</a> <a href="#">Bohr Model of Hydrogen</a> <a href="#">Ionic Bonds</a> <a href="#">Nuclear Decay</a>

SC.A.2.4.5	<b>Isotopes</b>	<a href="#">Coulomb Force (Static)</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Pith Ball Lab</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Element Builder</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Electron Configuration</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Half-life</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Nuclear Decay</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Bohr Model of Hydrogen</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Bohr Model: Introduction</a>
SC.A.2.4.3	<b>Half-Life</b>	<a href="#">Photoelectric Effect</a>
SC.A.2.4.5	<b>Periodic Trends</b>	<a href="#">Element Builder</a>
SC.A.2.4.5	<b>Periodic Trends</b>	<a href="#">Covalent Bonds</a>
SC.A.2.4.5	<b>Periodic Trends</b>	<a href="#">Ionic Bonds</a>
SC.A.2.4.5	<b>Periodic Trends</b>	<a href="#">Electron Configuration</a>
SC.A.2.4.5	<b>Periodic Trends</b>	<a href="#">Covalent Bonds</a>
SC.A.2.4.5	<b>Periodic Trends</b>	<a href="#">Ionic Bonds</a>
SC.A.1.4.1, SC.A.1.4.5	<b>Activities of Metals</b>	<a href="#">Covalent Bonds</a>
SC.A.1.4.1, SC.A.1.4.5	<b>Activities of Metals</b>	<a href="#">Element Builder</a>
SC.A.1.4.1, SC.A.1.4.5	<b>Activities of Metals</b>	<a href="#">Dehydration Synthesis</a>
SC.A.1.4.1, SC.A.1.4.5	<b>Activities of Metals</b>	<a href="#">Electron Configuration</a>
SC.A.1.4.1, SC.A.1.4.5	<b>Activities of Metals</b>	<a href="#">Ionic Bonds</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Collision Theory</a>
SC.B.1.4.2	<b>Hydrated Crystals</b>	<a href="#">Balancing Chemical Equations</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Stoichiometry</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Chemical Equation Balancing</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Energy Conversion in a System</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Energy of a Pendulum</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Simple Harmonic Motion</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Limiting Reactants</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Balancing Chemical Equations</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Chemical Equation Balancing</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Collision Theory</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Stoichiometry</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Chemical Equation Balancing</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Collision Theory</a>
SC.A.1.4.4	<b>Determining Reaction Rates</b>	<a href="#">Calorimetry Lab</a>
SC.A.1.4.1, SC.B.1.4.3, SC.B.1.4.6, SC.C.2.4.5	<b>Energy Content of Foods</b>	<a href="#">Collision Theory</a>
SC.A.1.4.2, SC.C.2.4.5	<b>Comparing Rates of Evaporation</b>	<a href="#">Phase Changes</a>
SC.A.1.4.2, SC.C.2.4.5	<b>Comparing Rates of Evaporation</b>	<a href="#">Stoichiometry</a>
SC.B.1.4.1, SC.B.1.4.3	<b>Boyle's Law</b>	<a href="#">Boyle's Law and Charles' Law</a>
SC.B.1.4.1, SC.B.1.4.3	<b>Boyle's Law</b>	<a href="#">Collision Theory</a>
SC.B.1.4.1, SC.B.1.4.3	<b>Boyle's Law</b>	<a href="#">Relative Humidity</a>
SC.B.1.4.1, SC.B.1.4.3	<b>Boyle's Law</b>	<a href="#">Temperature and Particle Motion</a>
SC.A.1.4.2	<b>Solubility Curves</b>	<a href="#">Solubility and Temperature</a>

## INTEGRATED SCIENCE III

### BENCHMARKS

### ESSENTIAL LAB TITLE

### GIZMOS

SC.A.1.4.3	<b>Energy in Changes of State</b>	<a href="#">Calorimetry Lab</a>
SC.A.1.4.3	<b>Energy in Changes of State</b>	<a href="#">Limiting Reactants</a>
SC.A.1.4.3	<b>Energy in Changes of State</b>	<a href="#">Phase Changes</a>
SC.A.1.4.4	<b>Factors Affecting reaction Rates</b>	<a href="#">Collision Theory</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Electron Configuration</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Element Builder</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Bohr Model of Hydrogen</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Bohr Model: Introduction</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Ionic Bonds</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Nuclear Decay</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Coulomb Force (Static)</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Pith Ball Lab</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Energy of a Pendulum</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Moment of Inertia</a>
SC.A.2.4.5	<b>Models of Atomic Structure</b>	<a href="#">Inclined Plane - Sliding Objects</a>

SC.C.1.4.1	<b>Motion Relative to the Frame of Reference</b>	<u>Potential Energy on Shelves</u> <u>Pulley Lab</u> <u>Distance-Time Graphs</u> <u>Distance-Time and Velocity-Time Graphs</u> <u>Roller Coaster Physics</u> <u>Fan Cart Physics</u> <u>Freefall Laboratory</u> <u>Inclined Plane - Sliding Objects</u> <u>Uniform Circular Motion</u>
SC.C.2.4.1	<b>Effects of Gravity</b>	<u>Gravitational Force</u> <u>Inclined Plane - Sliding Objects</u> <u>Freefall Laboratory</u> <u>Freefall Laboratory-Terminal Velocity</u>
SC.D.1.4.1	<b>Solar Energy</b>	<u>Seasons Around the World</u> <u>Seasons in 3D</u> <u>Seasons: Earth, Moon, and Sun</u> <u>Herschel Experiment</u> <u>Seasons: Why do we have them?</u>
SC.D.1.4.2	<b>Sea-Floor Spreading</b>	<u>Plate Tectonics</u>
SC.D.2.4.1	<b>Interconnectedness of the Systems of the Earth</b>	<u>Greenhouse Effect</u>
SC.E.1.4.1	<b>Modeling Our Solar System</b>	<u>Solar System Explorer</u> <u>Moon Phases</u> <u>2D Eclipse</u> <u>3D Eclipse</u> <u>Moonrise, Moonset, and Phases</u> <u>Orbital Motion - Kepler's Laws</u> <u>Rotation/Revolution of Venus and Earth</u>
SC.F.1.4.1	<b>Protein Transcription</b>	<u>RNA and Protein Synthesis</u>
SC.F.2.4.3	<b>Natural Selection</b>	<u>Evolution: Mutation and Selection</u> <u>Natural Selection</u> <u>Rainfall and Bird Beaks</u> <u>Evolution: Natural and Artificial Selection</u> <u>Hardy Weinberg Equilibrium</u> <u>Microevolution</u> <u>Paramecium Homeostasis</u> <u>Food Chain</u> <u>Rabbit Population by Season</u> <u>Rainfall and Bird Beaks</u> <u>Effect of Environment on New Life Form</u>
SC.G.1.4.1	<b>Protist Diversity</b>	<u>Paramecium Homeostasis</u>
SC.G.2.4.2	<b>Study of Abiotic and Biotic Factors</b>	<u>Food Chain</u> <u>Rabbit Population by Season</u> <u>Rainfall and Bird Beaks</u> <u>Effect of Environment on New Life Form</u>



## The Ford PAS Curriculum

How can high school prepare students to thrive in their next big challenges: post-secondary education and the workplace? How can students learn critical academic knowledge—and how to apply this knowledge in complex, real-world situations?

Ford PAS is an academically rigorous, standards-based curriculum that challenges students to integrate academic learning with realistic applications in areas such as design and product development, information systems, environmental sustainability, global economics, business planning, marketing, and personal finance.

Through case study analysis and role plays, simulations and scientific experiments, research, negotiation, and collaboration, students gain both knowledge and interdisciplinary skills for learning, analyzing, and decision-making in complex situations—and in the process, learn to apply classroom learning to choices in the real world. Innovative partnerships connect local high schools with colleges and universities, businesses, and workforce development and community organizations to provide real-world learning opportunities.

### Examples of the kinds of questions that students tackle in the Ford PAS curriculum:

- How do people achieve prized goals, from buying a keyboard to getting a college degree—and how can I make financial decisions to reach my own goals?
- What recommendations shall we make about nuclear power to help our country provide energy for its citizens along with energy independence and sustainability?
- How can our company use its time, materials, and people to thrive—economically, socially, and environmentally?

## Ford PAS Learning and Teaching Pillars

The more than 20 modules of the Ford PAS curriculum use a hands-on, collaborative, project- and inquiry-based approach to teaching and learning. Modules pose questions for students to explore; students acquire knowledge and skills as they work collaboratively to investigate those questions, carry out long-term projects, and create end products to demonstrate their learning. The Learning and Teaching Pillars detail the curriculum's key research-based principles.<sup>1</sup> Teachers learn to integrate the pillars into their practice through use of the curriculum and on-going participation in Ford PAS professional development opportunities.

### Learning Pillars

Ford PAS Learning Pillars correspond to the essential skills identified by the Partnership for 21st Century Skills<sup>2</sup>: application of academic knowledge and skills, problem-solving, critical thinking, teamwork, communication, creativity and innovation, and global awareness. These skills complement and strengthen the knowledge and skills defined in national academic standards. Students master each skill by learning and then applying it in their Ford PAS work. For example:

<sup>1</sup> For more details, see *Pillars of Ford PAS* on the Ford PAS Web site.

<sup>2</sup> A partnership of business, education, and policy leaders to define a vision for 21st century education.

- **Application of academic knowledge and skills:** Students both acquire essential academic knowledge and skills and develop flexibility in drawing on appropriate disciplinary knowledge and skills to address real-world challenges.
- **Problem-solving:** Students work with open-ended problems and issues that require them to clarify and analyze situations, explore solutions, and evaluate results.
- **Critical thinking:** Students analyze, synthesize, and evaluate information. They learn how to make reasoned judgments based on observation, experience, reflection, reasoning, and discussion.
- **Teamwork:** Students work in teams to conduct investigations, synthesize data, and communicate results. They learn to give and receive feedback, negotiate agreements, facilitate meetings, and take on a variety of leadership roles. Students also work independently and are assessed for the individual contributions they make to team products.
- **Communication:** Students learn strategies for evaluating complex oral, written, and multimedia communications, and create oral, written, and multimedia material for a wide variety of purposes and audiences.
- **Creativity and innovation:** Students learn to think creatively in response to a wide variety of challenges. They invent, try out, and revise designs and solutions, and are encouraged to take risks, learn from failures as well as successes, and value diverse perspectives.
- **Global awareness:** Students tackle issues that cross borders, and consider the perspectives of people and communities around the world. They explore potential solutions tailored to particular cultures, and learn to work and communicate effectively with others who have diverse views.

## Teaching Pillars

These pillars describe the instructional principles—based upon rigorous research and professional experience—that are essential for facilitating learning of the essential knowledge and skills that students need. A teacher following these principles models critical thinking and questioning as students work with real-world problems, offers regular feedback, and helps students learn to give and receive constructive feedback themselves. The teacher helps students structure their work, and provides strategies for working effectively in teams. Teachers also develop classroom connections with representatives from business, higher education, and the community.

- **Academically rigorous:** Teachers facilitate learning of essential academic knowledge, skills, and ways of thinking particular to the core academic disciplines, meeting state and national academic standards and college-readiness expectations.
- **Integration of academic and career-related knowledge and skills:** Teachers help students to develop career-related knowledge and skills in the context of academic courses and also to learn and apply academic knowledge and skills in the context of career-related courses.
- **Inquiry-based:** Teachers organize learning around investigation of significant issues and problems. They structure these investigations, often through hands-on learning experiences, so that students acquire knowledge, skills, and understanding.
- **Project-based:** Teachers guide students in carrying out in-depth, long-term projects which culminate in products or presentations of students' investigations and results.
- **Real-world:** Teachers use real-world situations—such as business and engineering challenges—to build academic knowledge and develop problem-solving, teamwork, and communication skills. Students have opportunities to interact with professionals

in careers of interest to them, and venture into businesses, college campuses, and the community as part of their learning.

- **Performance-based:** As students apply the knowledge, skills, and understandings they acquire through the curriculum's learning experiences, teachers use a variety of tools to assess students' progress toward meeting learning goals correlated with academic and (where appropriate) career technical education (CTE) standards.
- **Technology-rich:** Teachers engage students in using technology to conduct research, organize and analyze data, simulate complex systems, and communicate ideas. Students master a variety of technology tools and make good choices about their use.
- **Career-relevant:** Teachers and school staff structure learning so students understand a broad range of career paths, become aware of the knowledge and skills required to succeed in a variety of careers, and know what education and training are required for entry-level and more advanced positions.



## How Ford PAS Is Used

Some schools use all or most of the Ford PAS modules, while many other schools offer a subset of modules within one or more themes. Several modules fit into more than one theme, and many are designed so that they can be used as units in traditional academic courses as well as electives. Although grade levels, from 9 through 12, are suggested for each module, these are general recommendations; the modules do not need to be completed in a particular sequence. Many modules are also appropriate for college courses, and several have been adapted for use in middle schools. Ford PAS modules were designed to be taught over periods ranging from 5 to 12 weeks, but many teachers find they can take more time, extending some modules as long as a semester. Class sessions are designed for 50-minute periods, but the modules are readily adapted for use with other class schedules. The Foundations modules are often taught alongside or as preparation for other thematic sequences. Other modules can provide the core knowledge and skills for career and technical education pathways.

The flexible design of the curriculum allows for the use of the program in a variety of ways:

- To build students' foundational academic and workplace skills (problem-solving, critical thinking, teamwork, and communication)
- To serve as the core for a particular career concentration
- To engage students in building on and applying in real-world contexts some of the knowledge and skills they learn in academic courses
- To serve as the framework for an entire school (small learning community or career academy) designed to prepare students for college and careers
- To introduce middle school students to collaborative, project-based learning experiences<sup>3</sup>
- To provide college students with real-world contexts for reinforcing and applying academic knowledge and skills

An overview of Ford PAS modules and themes appears on the following pages.

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<sup>3</sup>Only selected modules are appropriate, and require some adaptation, for middle school use.

## Ford PAS Themes and Modules

The following table shows the Ford PAS modules by theme. Modules with subject area designations are most suitable for integration into existing academic courses; modules without designated subjects also teach academic content but are fully interdisciplinary and don't focus on a particular academic discipline. Asterisks indicate modules that appear in more than one theme.

Each module has a Student Guide and a Teacher Guide (which includes the Student Guide pages). The Teacher Guide also includes a sample planning calendar showing how the activities may be scheduled. Each module has a coherent topic, and all modules include a module project, one or more quizzes, and a final test.

Ford PAS Modules by Theme

Theme	Module Titles	Suggested Academic Subjects	Suggested CTE Subjects and Academics	Suggested Grade Levels
Foundations in 21st-Century Skills	<i>From Concept to Consumer: Building a Foundation in Problem-Solving (1)<sup>4*</sup></i>		Business, Manufacturing	9, 10
	<i>Media and Messages: Building a Foundation of Communication Skills (2)<sup>4*</sup></i>	English	Business	9, 10
	<i>People at Work: Building a Foundation of Research Skills (3)</i>	U.S. History		9, 10
	<i>Careers, Companies, and Communities (4)<sup>4*</sup></i>		Business, Career Exploration	9, 10

<sup>4</sup> Numbers in parentheses following module titles correspond to numbers that were assigned to the 15 modules originally published in 2004. With the addition of new modules and the reconfiguring of modules into thematic sequences in 2008, module numbers are no longer used as a primary identifier.

## The Ford PAS Curriculum

Theme	Module Titles	Suggested Academic Subjects	Suggested CTE Subjects and Academics	Suggested Grade Levels
Working Toward Sustainability	We All Run on Energy	Chemistry, Physical Sciences, Earth Science	Energy & Utilities, Green, STEM	9, 10
	Energy from the Sun: Biomass	Biology	Energy & Utilities, Green, STEM	9, 10
	Is Hydrogen a Solution?	Chemistry, Earth Science	Energy & Utilities, Green, STEM	9, 10
	The Nuclear Revolution	Physics	Energy & Utilities, Green, STEM	9, 10
	Closing the Environmental Loop (5)*		Business, Engineering, Green, Manufacturing	10, 11
	Energy for the Future (12)	Physics	Energy & Utilities, Engineering, Green, STEM	11, 12+
Getting Smart About Business	From Concept to Consumer: Building a Foundation in Problem-Solving (1)*		Business, Manufacturing	9, 10
	Media and Messages: Building a Foundation of Communication Skills (2)*	English	Business	9, 10
	Careers, Companies, and Communities (4)*		Business, Career Exploration	9, 10
	Calculating Your Future: Personal Finance*	Math (algebra, data analysis)	Business	11, 12+
	Planning for Business Success (7) OR		Business	11, 12+
	Planning for Business Success (Math-Enriched)*	Math (algebra, data analysis)	Business, Technology	11, 12+

...e Ford PAS Curriculum

Theme	Module Titles	Suggested Academic Subjects	Suggested CTE Subjects and Academics	Suggested Grade Levels
Manufacturing for Tomorrow	From Concept to Consumer: Building a Foundation in Problem-Solving (1)*		Business, Manufacturing	9, 10
	Closing the Environmental Loop (5)*		Business, Engineering, Green, Manufacturing	10, 11
	Planning for Efficiency (6)		Business, Manufacturing	10, 11
	Ensuring Quality (8)*	Statistics	Business, Technology	10, 11, 12+
Data, Decisions, and Design	From Data to Knowledge (9)		Business, Technology	11, 12+
	Reverse Engineering (10)		Business, Engineering	11, 12+
	Different by Design (11)		Business, Engineering	11, 12+
	The Wealth of Nations (13)	Economics	Business	11, 12+
Living in a Global Economy	Markets Without Borders (14)	Economics	Business	11, 12+
	Global Citizens (15)		Business	11, 12+
Putting Math to Work	Calculating Your Future: Personal Finance*	Math (algebra, data analysis), Economics	Business	11, 12+
	Planning for Business Success (Math-Enriched)*	Math (algebra, data analysis)	Business, Technology	11, 12+
	Ensuring Quality (8)*	Statistics	Business, Technology	11, 12+

## Ford PAS Theme and Module Content

### Theme Descriptions

#### Theme: Foundations in 21st-Century Skills

The modules in the theme Foundations in 21st-Century Skills engage students in developing and applying research, communication, and problem-solving skills to the study of work and the workplace. Students examine topics such as product development, advertising, market research, industrial relations, and careers through activities such as primary document and case study analysis, interviews, and worksite visits. By building academic skills in the context of investigating the world of work, students connect the importance of what they learn in the classroom to their future roles in the workforce.

In *From Concept to Consumer: Building a Foundation in Problem-Solving*, students learn about the manufacturing process—design, development, production, and marketing—and consider the role of problem-solving, decision-making, and teamwork in the process. Through simulations in which students enact the roles of company employees planning to launch a new product line, the module *Media and Messages: Building a Foundation of Communication Skills* facilitates students' practice of language and presentation skills for a variety of purposes and audiences. *People at Work: Building a Foundation of Research Skills* engages students in studying the history of working life in the United States and synthesizing what they have learned into Web sites they develop. And in *Careers, Companies, and Communities*, the focus on the workplace shifts to the present: Students examine how businesses respond to economic and technological changes, how companies interact with and affect the communities in which they reside, and how current career opportunities match up with their own career interests and aspirations.

#### Theme: Working Toward Sustainability

The modules in the theme Working Toward Sustainability engage students in investigating sustainability as an important concept for both people and businesses around the globe. The modules explore changes that businesses are making to have their products and processes be more sustainable, as well as the shift toward fuel sources and technologies that can serve as alternatives to fossil fuels. Students look at why people worldwide are considering alternative energy sources and learn about the importance of research on stable and practical sources of energy. Given the concerns over the impact we are having on our planet, individuals, governments, and companies all over the world are seeking alternative ways to meet their needs—alternatives that are cost-effective and sustainable and will not further damage the environment or unduly impact one group of people more than another.

These modules build students' knowledge of the key science concepts essential for understanding current global discussions about sustainability and energy needs. *We All Run on Energy* introduces the scientific concept of energy and how stored energy is released in order to fuel human activity—and also builds skills in reading scientific documents, interpreting data, and documenting research and experimentation. The three modules, *Energy from the Sun: Biomass, Is Hydrogen a Solution?*, and *The Nuclear Revolution*, each focus on a particular fuel source and its potential as a solution for global energy needs. In *Closing the Environmental Loop*, students examine the environmental impacts of different approaches to industrial production and waste disposal while redesigning a product to be more environmentally sustainable. *Energy*

*for the Future* introduces students to innovative ways of using renewable energy sources and technologies, and asks students to consider the potential for these technologies to transform energy use in this century.

### **Theme: Getting Smart About Business**

The modules in the theme Getting Smart About Business engage students in learning about the many components of successful businesses and understanding the skills needed to build and run a commercial enterprise. From bringing an idea to market and designing a promotional campaign to creating budgets, proposals, and projections, The modules in this theme develop students' knowledge of decision-making processes in the world of business, and the module activities encourage students to see themselves taking on business decision-making roles. The series emphasizes that the knowledge and skills taught have numerous applications for students, whether they are interested in starting a business, managing personal finances more effectively, or sharpening skills that will allow them to succeed in higher education or the workplace.

In *From Concept to Consumer: Building a Foundation in Problem-Solving*, students learn about the manufacturing process—design, development, production, and promotion—and consider the role of problem-solving, decision-making, and teamwork throughout the process. Through simulations in which students enact the roles of company employees planning to launch a new product line, the module *Media and Messages: Building a Foundation of Communication Skills* facilitates students' practice of language and presentation skills for a variety of purposes and audiences. In *Careers, Companies, and Communities*, students examine how businesses respond to economic and technological changes, how companies interact with and affect the communities in which they reside, and how current career opportunities match up with their own career interests and aspirations. *Calculating Your Future: Personal Finance* invites students to set personal financial goals, evaluate strategies for meeting those goals, and use algebra and data analysis to make short- and long-term financial decisions. In *Planning for Business Success*, students learn concepts in marketing and finance while developing plans for small businesses of their own; a math-enriched version of this module gives students the opportunity to use mathematics to complete analyses and make sound business decisions.

### **Theme: Manufacturing for Tomorrow**

The modules in the theme Manufacturing for Tomorrow engage students in learning how products and services are created and brought to market and how such factors as quality, efficiency, and environmental sustainability are managed. Students develop an understanding of the connections between theory and practice in the field of business management and apply their understanding to solve real-world problems. The modules in this theme also demonstrate the importance of planning and extend students' knowledge of planning processes and tools, from flowcharts, PERT charts, and supply chain maps to a variety of data analysis and graphical display methods.

In *From Concept to Consumer: Building a Foundation in Problem-Solving*, students learn about the manufacturing process—design, development, production, and promotion—and consider the role of problem-solving, decision-making, and teamwork throughout the process. In *Closing the Environmental Loop*, students examine the environmental impacts of different approaches to industrial production and waste disposal while redesigning a product to be more environmentally sustainable. In *Planning for Efficiency*, students learn strategies for managing the efficient use

of time, materials, and human resources in the workplace and conduct an efficiency analysis of an actual business. In *Ensuring Quality*, students investigate how companies measure and control for quality in the manufacture of goods and the delivery of services, and they are introduced to the use of data and statistics to analyze quality.

### **Theme: Data, Decisions, and Design**

The modules in the theme Data, Decisions, and Design engage students in investigating two key aspects of modern business: how businesses track information and use it to make decisions, and how products are designed, engineered, and refined to meet the needs and desires of users. In their module projects, students carry out tasks essential to both these management and production aspects of industry. They learn methods for organizing and interpreting data in various business scenarios, explore how product design works within different industries, and conduct an analysis of product failure.

In *From Data to Knowledge*, students look at how information systems are used to manage, analyze, and share data needed to make informed decisions—such as a health diagnosis or a choice of colleges. Students learn how a physician used geographic data to investigate a cholera outbreak in the 1800s and how Geographic Information Systems guide business decisions today. They conduct a debate on the ethics of data-driven decision-making.

The other two modules, *Reverse Engineering* and *Different by Design*, focus on the importance of data in engineering and on design issues of the 21st century. Students begin *Reverse Engineering* by analyzing products from the perspectives of consumers and manufacturers, and then proceed to examine failed products to see how they might be improved. In *Different by Design*, students learn about the steps in the industrial design process, and then redesign an existing product to meet specific needs. Students keep records throughout each module: journals to describe, evaluate, and improve information systems, and, in the engineering modules, technical logbooks that document experiments and project work.

### **Theme: Living in a Global Economy**

The modules in the theme Living in a Global Economy engage students in learning how decisions made by companies, countries, and transnational entities shape the ways in which money, goods, and services are produced, exchanged, and distributed throughout the world. Students gain familiarity with the complex interrelated systems that make up the global economy as they develop financial plans, interpret data on a country's economic performance, negotiate a trade agreement, and create a proposal for improving a company's social responsibility.

In *The Wealth of Nations*, students learn about the factors that determine a nation's economic well-being and research the economic indicators of several countries in order to identify viable new sites for an expanding business. In *Markets Without Borders*, students investigate the roles of such elements as trade policy, trade balance, currency value, cultural norms, and international regulations in determining how the world's economy functions in an era of globalization. In *Global Citizens*, students consider the meaning of corporate citizenship by studying how businesses respond to social and environmental concerns in the countries in which they both produce and sell goods, and by making recommendations about how a company can be a good corporate citizen.

## Theme: Putting Math to Work

The modules in the theme Putting Math to Work engage students in exploring the numerous uses of mathematics in the worlds of business and finance. Students examine how algebra and statistics can enable them to compare sets of data, observe changes over time, and make reliable plans and predictions. The modules in this theme also enhance students' understanding of how information is converted into numerical data and how, in turn, data can inform both personal and business planning and decision-making.

*Calculating Your Future: Personal Finance* invites students to set personal financial goals, evaluate strategies for meeting those goals, and use algebra and data analysis to make short- and long-term financial decisions. In *Planning for Business Success (Math-Enriched)*, students learn concepts in marketing and finance; apply those concepts using graphing and formulas; analyze data; and develop plans for small businesses of their own. In *Ensuring Quality*, students investigate how companies measure and control for quality in the manufacture of goods and the delivery of services, and they are introduced to the use of data and statistics to analyze quality.

## Module Descriptions

### **From Concept to Consumer: Building a Foundation in Problem-Solving (1)**

*From Concept to Consumer* introduces students to various aspects of manufacturing, such as product design, product development, production planning, manufacturing processes, and quality assurance. Students learn about the historical context in which manufacturing occurs by investigating the evolution of everyday objects in relation to social and technological change. Students also attempt to solve a variety of problems similar to the problems people must solve in the various departments of manufacturing organizations. By the end of this module, students will know what it takes for a product to make its way from concept to consumer.

Students also learn that effective communication, collaboration, and compromise are essential aspects of work in manufacturing organizations. Throughout the module, students develop and practice these skills through role-playing, hands-on simulation, and team-based research activities. This module relies heavily on guided Internet research and requires that student teams develop and give several presentations, including one presentation that uses Microsoft® PowerPoint® software. In addition to developing oral presentation skills, students develop skills in communicating ideas graphically through process flowcharts and tables.

### **Media and Messages: Building a Foundation of Communication Skills (2)**

*Media and Messages* engages students in addressing a variety of communication challenges encountered by a fictional food chain called Quick 'n Tastee—a company that is expanding its product line through a partnership with a company based in another country. As employees of Quick 'n Tastee, students select a new line of food, decide on the best locations for introducing their new line, prepare to interview potential employees, analyze styles of communication appropriate for different contexts, develop logos and slogans, and plan an ad campaign. In an ongoing assignment, students analyze advertisements to discover ways that the media communicate messages.



The goal of this module is to introduce students to communication issues in the workplace. The Quick 'n Tastee scenario provides the context in which students learn and apply a variety of written and verbal workplace communication skills, such as summarizing and organizing written and verbal information, giving and receiving feedback, writing and speaking persuasively, writing and then revising a short report, and making oral presentations. Students develop an awareness of issues of diversity in communication and the importance of shaping information for a specific audience and purpose. Students also practice developing communication skills using presentation software.

### ***People at Work: Building a Foundation of Research Skills (3)***

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*People at Work* challenges students to trace changes in the workplace by looking closely at key periods in U.S. history. Students learn how such factors as immigration, the economy, technological innovation, and legislation have affected people's work experiences in the past, shape working conditions today, and will affect the workplace of tomorrow. Students research different historical periods by analyzing primary and secondary sources of information, including documents, art, and photographs, that portray work life from various perspectives. They also conduct interviews of present-day workers in order to collect information about today's workplace.

In this module, students learn and apply a variety of research and communication skills, including finding and evaluating sources, paraphrasing, and citing sources appropriately. In an ongoing project, students develop technology skills as they build a class Web site that explains how the workplace has changed throughout U.S. history.

### ***Careers, Companies, and Communities (4)***

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*Careers, Companies, and Communities* introduces students to three interwoven themes. The first, "The Changing Nature of the Workplace," is introduced through the Change in the Workplace assignments that students complete in each of the six activities. The second and third themes, "Interplay Between Industry and Community" and "Industry Clusters," are explored through both in- and out-of-school activities as well as through a Career Exploration Journal. Students are given a Career Exploration Journal assignment in each of the first five activities, and they use those assignments, and their new understanding of both industry clusters and the interactions between industry and community, to create a career presentation.

In this module, students learn about the businesses and industries in their region, the range of positions companies may offer, and the changing nature of the workplace. They gain information through interviews, classroom speakers, a worksite visit, and other resources. Throughout the module, students develop technology skills: working with databases, creating and delivering presentations, and doing Internet research. By the end of this module, students will have a better understanding of careers they may want to pursue, places they may want to work or intern, and the ways that people and companies adapt to change.

### ***We All Run on Energy***

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*We All Run on Energy* introduces students to energy and its role on Earth and in human life. Students learn that energy is not only a complex concept but one that is crucial to our daily lives and a central issue of the 21st century. Over the course of the module, they learn about energy, particularly the physical science that underlies how energy is stored and released for human use. At the same time, they learn why scientists and governments are working to find sustainable, renewable energy sources; why fossil fuels are no longer the best solution to meeting all of our energy needs; and why they, as members of the next generation to deal with the challenges of energy, need to understand and be engaged with the subject. Students also

build literacy in science by learning how to read scientific information, interpret data sources, and write lab reports, and also keep science notebooks in which they record their research and lab notes.

Throughout *We All Run on Energy*, students are encouraged to take on the responsibility of becoming their generation's leaders by designing an activity to teach younger students about the concept of energy—what it is, how we use it, and how we need to prepare for the future by finding new sources of energy to meet society's needs. In order to do so, students themselves learn about energy, particularly the physical science that underlies how energy is stored and released for human use. They learn that various forms of energy are interchangeable and that converting energy from one form to another allows humans to use energy to do different kinds of work. Students also learn about atoms and molecules, the role of the carbon cycle in energy transfer, and the relationship between energy and Earth's climate.

### ***Energy from the Sun: Biomass***

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*Energy from the Sun: Biomass* introduces students to the use of biomass to meet human energy needs. Students take on the roles of staff members in a non-governmental organization (NGO) consulting for a developing country that is trying to promote the use of biomass-fueled stoves among its citizens. The government of the country also wants to explore ways that biomass can help to sustainably meet the country's other energy needs. Students investigate the different stove designs available and look at the other ways that biomass is used for power generation, including biogas, which can be used to create electricity; biodiesel, which can be used to power vehicles; and ethanol, which can be used as a fuel to run engines and generators.

In *Energy from the Sun: Biomass*, students learn about how biomass stores solar energy from the perspective of biology and chemistry. They explore the concept of solar energy, learn how it is captured as chemical energy through photosynthesis, and investigate how this energy travels through ecosystems. Students learn how animals, including humans, use the chemical energy stored in food and how the breakdown of food in animals releases energy, which is used to do work. They learn how the chemical energy stored in biomass is used to do other kinds of work, such as cooking, heating water, and generating electricity. For their ongoing project, they develop educational materials to promote the use of biomass stoves in their project country, helping the country's citizens understand the benefits of these stoves. By the end of the module, students understand how biomass can be used as a sustainable alternative energy source.

### ***Is Hydrogen a Solution?***

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In *Is Hydrogen a Solution?*, students explore the possibilities of using hydrogen-powered fuel cells to meet future energy needs. Students take on the roles of researchers in a venture capital firm specializing in technology innovations and renewable sources of energy. The firm has asked the researchers to consider whether or not they should invest one or more start-up companies that is working on developing technologies related to hydrogen. The students consider this question as they investigate the properties of hydrogen and learn how fuel cells work. Over the course of the module, students learn what hydrogen is, how it can be used in fuel cells, and what obstacles currently prevent us from using it on a large scale. At the end of the module, student teams make their decisions about pursuing hydrogen as a solution to different energy needs in the United States and share with the class the reasoning behind those decisions.

Students conduct research and hands-on experiments to learn how hydrogen gas is produced, why hydrogen is considered an energy carrier or storage device (like biofuels and batteries)

rather than an energy source, how hydrogen can be stored, and how fuel cells extract energy from hydrogen. As students conduct research and experiments, they will learn about some fundamental science concepts related to hydrogen and fuel cells: the formation of chemical bonds, the ways in which substances change during chemical reactions, and properties of gases at different temperatures and pressures.

### ***The Nuclear Revolution***

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*The Nuclear Revolution* introduces students to the generation of power from radioactive elements found on Earth. For this module, students take on the roles of members of the Subcommittee on Nuclear Energy for the government of Kinetya, a fictional Eastern European country. Working in teams, students examine whether nuclear power could help the country to reduce carbon dioxide emissions, attain greater energy independence, and increase energy sustainability. Students investigate the advantages and drawbacks of nuclear power in order to make a recommendation as to whether their fictional country should build new nuclear power plants.

In this module, students learn about nuclear energy and how nuclear power measures up to other sources of energy. They learn about the properties that make elements radioactive, the way nuclear reactions work, and the concept of the half-life of radioactive elements. Students explore techniques used for indirect measurement and learn how these techniques have allowed scientists to build their understanding of atoms. They also learn about the potential risks of using nuclear power, the challenges of storing spent nuclear fuel, and the ramifications of past nuclear accidents. Students explore statistics related to nuclear energy production, and consider how perceptions and emotions can sometimes be a more powerful influence on people's decisions than factual information and data. Finally, students examine how nuclear fission is currently used as an energy source, what scientists' hopes are for nuclear fusion, and how nuclear energy might be used in the future.

### ***Closing the Environmental Loop (5)***

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In *Closing the Environmental Loop*, students investigate how industry is changing in response to today's environmental issues and learn about a range of incentives for reducing the environmental impact of products and processes. They first look at how every stage in the life cycle of everyday products affects the environment. Then, through video, case studies, and Web research, they learn how industries are redesigning products for easier remanufacture or recycling, changing their production processes, improving their facilities, developing eco-industrial parks, and "greening" their product supply chains.

This module introduces students to the use of data for monitoring progress toward environmental goals. Through a role-play activity, students develop the negotiation skills needed to build financially and environmentally sustainable business partnerships. Throughout the module, students apply what they learn about products and companies to a product of their own choosing. In a final activity, they present proposals for making their chosen products more environmentally sustainable.

### ***Planning for Efficiency (6)***

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*Planning for Efficiency* focuses on how companies can make the best use of time, materials, and human resources in the context of changing social, environmental, and market realities. Students learn about historical changes in the ways that people think about time and work, and explore how these changes, along with advances in technology, have shaped the ways in which businesses manage their resources. Through role-plays, simulations, and case studies, students try out and analyze various approaches to resource management and production

planning.

In this module, students learn how to use resource management tools, including the critical path method and value stream mapping. Then they apply these tools to planning and scheduling tasks in their own lives and in several business settings. Students also develop skills for conducting effective meetings. In an ongoing project, teams research and observe a local business to see how it manages its time, materials, and human resources.

### ***Planning for Business Success (7)***

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In *Planning for Business Success*, students take on the role of manager of NoNaymz, a local band trying to break into the national music scene, and, through case studies and a computer simulation, they learn about marketing and finance. Students apply their NoNaymz experience to create a realistic business plan for a small business of their own. In a closing activity, students present their plans to visitors from the community in an effort to recruit potential “investors.”

In this module, students develop a range of entrepreneurial skills. They identify a business's target audience, design market surveys and analyze their results, develop a marketing plan to reach a particular audience, determine costs and revenues, calculate profits and losses, conduct a break-even analysis, and analyze the effect of supply and demand on prices. Students also debate ethical issues involved in marketing. The module utilizes Microsoft Excel as a financial management tool.

*Planning for Business Success (Math-Enriched)* is an alternate version of this module that presents students with the same scenarios and activities but also provides extensive practice with the use of algebra and data analysis, teaching students to use graphing and functions as they are applied in business decision-making.

### ***Calculating Your Future: Personal Finance***

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In *Calculating Your Future: Personal Finance*, students learn the skills and knowledge needed to take ownership of their own finances. Students apply mathematical concepts to the making of short- and long-term financial decisions, such as how much to spend on a daily and monthly basis; how to create a budget; whether to apply for a credit card and, if so, which one; what to consider before making a major purchase, such as an automobile; how to pay for college; how to assess risk and choose among different investment options; and when and how to plan for retirement.

Students use critical-thinking and problem-solving skills to set financial goals and evaluate strategies for meeting those goals. Throughout the module, they use algebra and data analysis to study financial situations. For example, students construct and explore functions that express relationships among the variables of principal, interest, and time in order to maximize their investments and minimize debts. Students also consider how personal values and other non-economic factors affect financial decisions, and they examine the short- and long-term effects of different financial decisions.

### ***Ensuring Quality (8)***

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In *Ensuring Quality*, students face a series of challenges that show how business and industry use statistics and data analysis to improve the quality of products and services. The goal is for students to be able to apply statistical analysis in several business contexts in order to measure, analyze, and control quality. To do this, they take on the roles of members of various departments in Xavier Automotive Company (XAC) and use statistics to make business

decisions that members of these departments would make. Students learn how companies measure and control for quality and about the role of data analysis in ensuring quality. In addition, students learn how data are used to make long-term business decisions.

In this module, students learn statistics concepts relevant to analyzing data and then apply these concepts to a final company scenario, in which they create a status report for one XAC division. Students also become familiar with a variety of ways to present statistical information visually. Using MINITAB® Statistical Software, a statistical analysis software package, or Microsoft Excel, students analyze consumer information to inform design and marketing decisions, make personnel decisions based on data about employees' previous performance, and monitor production for the presence of defects.

### ***From Data to Knowledge (9)***

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*From Data to Knowledge* introduces students to the purposes and uses of information systems, and gives students the opportunity to create their own information systems. Considering the health care industry as an example, students research ways that information systems, including geographic information systems, are used by businesses. Through observation, hands-on projects, and case studies, students find out how different types of information systems allow users to create, manage, and share information for a variety of purposes.

In this module, students develop a solid understanding of information systems. They learn skills that will help them analyze different kinds of data and make decisions using those data. They learn and apply skills in database development and learn the pros and cons of spreadsheets and databases. Students also grapple with ethical issues related to information systems as they consider the potential benefits of and drawbacks to using information systems in business and explore and evaluate new trends in the field.

### ***Reverse Engineering (10)***

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In *Reverse Engineering*, students analyze products, determining how they can be designed to meet the needs of their intended users and considering other factors that influence product design. First, students focus on using reverse engineering to make good products for the consumer by analyzing features of existing products, considering design factors that determine the ease of product assembly, and looking at the manufacturing processes used to create products from different materials. Students then focus on reverse engineering from the perspective of product failure, and analyze communication failures in written and visual instructions. Students also test different materials as they explore engineering failures related to material choice. For their module project, students analyze a case study and role-play its situation.

As students explore the process of reverse engineering in this module, they develop a number of valuable skills. Students are introduced to logbooks and their use in scientific and technical fields, and make log entries of experiment results, team meeting notes, and sketches of products. In addition, students continue to develop their teamwork skills, focusing on meeting facilitation.

### ***Different by Design (11)***

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In *Different by Design*, students take on the challenge of redesigning an existing product. They first consider how the features and functions of a product are directly related to consumer needs. They learn about the procedures that design teams use to develop products, including

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<sup>1</sup> MINITAB® is a registered trademark of Minitab Inc.

the screening and scoring of potential concepts to find the one that best matches the team's goal. Students then complete a basic cost analysis of a product, addressing the economic factors that affect a product's development. They learn basic principles of industrial design and consider how such factors as appearance and user-friendliness may influence both a company's image and a product's success. Students are also introduced to the idea of intellectual property rights, and they conduct searches for patents. Finally, students learn how to visually represent a design idea to different audiences, from tradespeople to consumers, using technical drawings and illustrations.

Throughout the module, students work in teams to apply the design tools they've learned to a product of their choice. Teams compare and contrast different brands and models of a similar product, exploring how the products meet customers' needs. At the conclusion of the module, teams present a complete plan for a redesigned product. This module teaches students how to think and work like engineers: They learn techniques used to turn customer feedback into useful design information and how the creative aspects of the design process can fulfill customers' needs in unique ways.

### ***Energy for the Future (12)***

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*Energy for the Future* introduces students to innovative ways in which renewable energy sources and technologies are used to provide energy for society. Students become familiar with the different forms and sources of energy and learn about renewable and nonrenewable energy sources. They analyze case studies to determine the pros and cons of several energy sources and analyze the availability, practicality, safety, and environmental impact of different energy technologies. They construct simple energy systems and learn to calculate work, power, potential energy, and efficiency. They also learn about the principles of electricity and how to determine the energy needs of different systems, such as homes or schools.

In this module, student teams further develop their Internet research skills as they gather information about one energy-generation technology. Teams share their findings with one another and consider the merits and drawbacks of the different energy technologies for meeting the energy needs of a particular building. In a culminating project, students design a plan to meet some of the energy needs of their school with renewable energy sources.

### ***The Wealth of Nations (13)***

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In *The Wealth of Nations*, students analyze the factors that affect the wealth of different countries and consider different ways to measure the health of an economy. They examine the consequences of declining natural resources and learn how investments in resources affect a country's productivity and the standard of living of its citizens. Students compare standards of living among countries and predict how current population trends may affect the workforce as well as the market for particular goods and services. Students also compare the way that resources are used in different countries and consider the potential economic, environmental, and social consequences of a declining natural resource base. In an ongoing project, students become familiar with CleanWater Tech, a fictional U.S. company that produces water filtration and disinfection technologies and is interested in opening a facility abroad. Students apply what they've learned about the country's economic health in order to justify their decision about whether to expand CleanWater Tech into their chosen country.

In this module, students analyze and interpret data such as real and nominal GDP, inflation rates, and unemployment rates to better understand how economists measure the health of economies. Students further develop their research and analytic skills in this module, using them as economists do to analyze a country's economic climate. Finally, students use their

analyses of the various indicators they've learned about to develop their own economic indicator for analyzing the economic health of a country.

### ***Markets Without Borders (14)***

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In *Markets Without Borders*, students become familiar with the interdependence of different countries in today's global economy. They examine the role of trade in the global economy and analyze the purposes and effects of quotas, tariffs, and trade agreements on businesses, governments, and individuals throughout the world. Students analyze the challenges of conducting intercultural business and trade, and they develop international agreements that balance the conflicting interests of different nations.

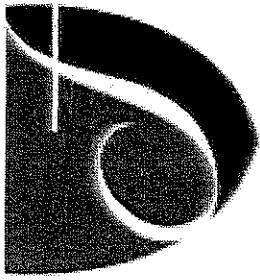
Throughout the module, students participate in Global Economic Exchange, a Web-based international relations simulation in which they take on the roles of policymakers for particular countries. In an attempt to serve the best interests of their project country's citizens, students propose and negotiate trade agreements, set trade policy, and cast their votes on international regulations. Students create a Country Briefing Handbook, a compilation of information about their project country's economy, trade relations, laws, and social and environmental issues related to globalization.

### ***Global Citizens (15)***

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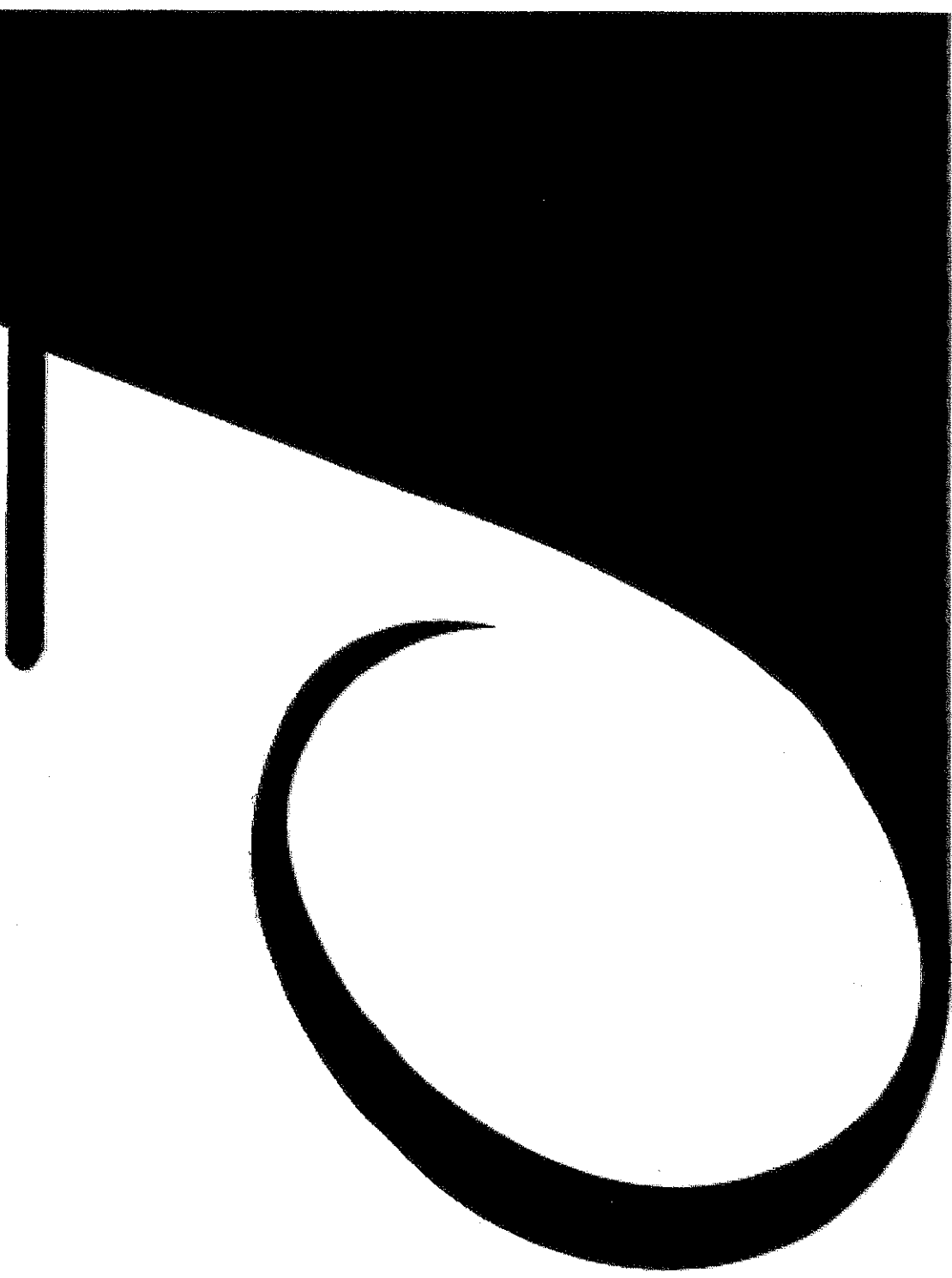
*Global Citizens* introduces students to the concept of corporate citizenship—the responsibility companies have to enact policies and practices that address emerging social and environmental issues around the world. Students also examine the effects these practices may have on the company's stakeholders, including shareholders and customers. Through case studies and role-plays, students learn about the different kinds of social and environmental issues—such as pollution, labor practices, and worker health—that arise in different business contexts around the world and look at how companies have addressed these issues.

Throughout the module, student teams take on the roles of employees in the corporate citizenship department of a company. Each team recommends how its company can responsibly manage one social or environmental issue in a particular country. As part of the module, students also examine the potential impact that individual citizens can have on a company's actions, and develop an experiment and survey to determine if and how corporate behavior affects consumer behavior.



**FORD PARTNERSHIP  
FOR ADVANCED STUDIES**

*Next Generation Learning*

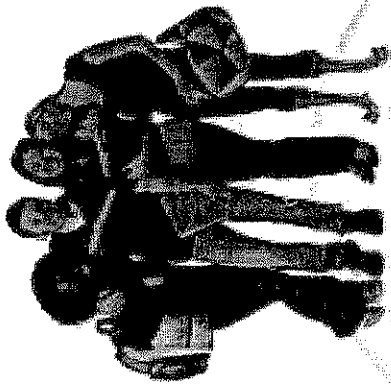








# FORD PAS NEXT GENERATION LEARNING



## Next Generation Learners

### Generation Learners

- Prepared for success in college and the workplace
- Engaged, able to apply learning in the real world
- Possess critical 21st Century skills

## Transforming Teaching & Learning

## Redesigning High Schools

## Sustaining Change Through Business & Civic Leadership

### Transforming Teaching & Learning Key Attributes

Teaching that is characterized by the Ford PAS Teaching Pillars:

- Academically rigorous and career-relevant
- Inquiry-based
- Project-based
- Real-world
- Performance-based
- Technology-rich

Learning that embodies the Ford PAS Learning Pillars:

- Flexibility in applying academic knowledge and skills
- Problem-solving
- Critical thinking
- Teamwork
- Communication
- Creativity and Innovation
- Global Awareness

### Redesigning High Schools Key Attributes

- Students have choices among high-quality career academies and similar career-and interest-themed programs
- District supports and sets expectations for school redesign
- Adults and students are accountable for results
- School leaders have flexible use of resources to support redesign
- School staff form a learning community committed to transforming their practice

### Sustaining Change Through Business & Civic Leadership Key Attributes

- Business, civic, and education leaders create a master plan for education transformation
- Business and civic leaders support and sustain the master plan
- Employers are actively engaged in guiding and supporting career academies and similar career-and interest-themed programs
- Career-and interest-themed programs address skilled workforce priorities
- The broader community is aware and engaged
- Stakeholders are mutually accountable for implementation of the master plan
- Parents and families are mobilized to support student aspirations and achievement



FORD PARTNERSHIP FOR THE ADVANCED STUDIES Next Generation Learning

# Where is Ford Heading: Building a Movement Ford Partnership for Advanced Studies –

## **Transforming Teaching and Learning**

Creating meaningful learning experiences that enables students to apply academic knowledge to real-world challenges

## **Redesigning High Schools**

Creating and maintaining the collaborative culture, structures and practices necessary to transform teaching and learning and facilitate community engagement

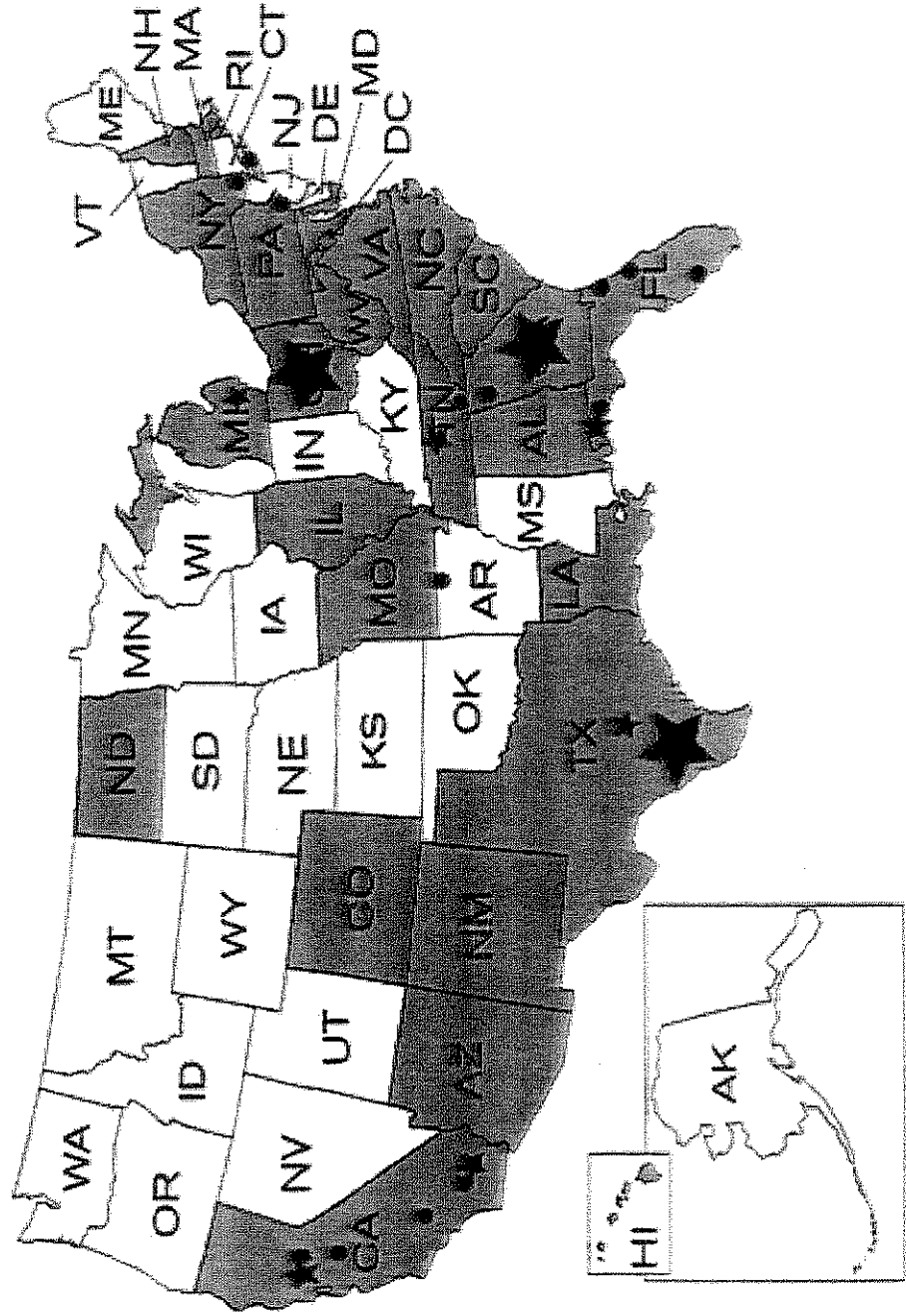
## **Sustaining Change Through Business and Civic Engagement**

Engaging community and business partners to collaborate in promoting and sustaining educational programs that prepare the future workforce and citizens



# FORD PARTNERSHIP FOR ADVANCED STUDIES

Next Generation Learning 



**600+ Ford PAS Sites**  
27 States

**14 Next Generation Learning Communities (NGLCs)**

- Mountain Home, AR
- Bakersfield, CA
- Coachella Valley, CA
- Sacramento City, CA
- Stanislaus County, CA
- Pensacola, FL
- Lee County, FL
- Volusia County, FL
- St. John's County, FL
- Floyd County, GA
- Long Island, NY
- Pulham Westchester County, NY
- Philadelphia, PA
- Hamilton County (Chattanooga), TN

**Ford PAS HUBS**

- Elk Grove, CA
- Coachella Valley, CA
- Georgia
- Nashville, TN
- Ohio
- Pensacola, FL
- South Texas
- San Antonio, TX
- Dearborn, MI

# Why Ford PAS?

- “At the high school level, well over one-half of new entrants are deficiently prepared in the most important skills—*Oral and Written Communications, Professionalism/Work Ethic, and Critical Thinking/ Problem Solving*. College graduates are better prepared . . . but too few are excelling.”
- “[W]hile the ‘three Rs’ are still fundamental to any new workforce entrant’s ability to do the job, employers emphasize that applied skills like *Teamwork/ Collaboration and Critical Thinking* are ‘very important’ to success at work.”

The Conference Board, Corporate Voices for Working Families, The Partnership for 21st Century Skills, and The Society for Human Resource Management, *Are They Really Ready to Work?* (Washington, DC: 2006).

# Why Ford PAS?

**“To teach and test the skills that our students need, we must first redefine excellent instruction. It is not a checklist of teacher behaviors and a model lesson that covers content standards. It is working with colleagues to ensure that all students master the skills they need to succeed as lifelong learners, workers, and citizens. I have yet to talk to a recent graduate, college teacher, community leader, or business leader who said that not knowing enough academic content was a problem. In my interviews, everyone stressed the importance of critical thinking, communication skills, and collaboration.”**

**— Tony Wagner**

**Co-director, Change Leadership Group  
Harvard Graduate School of Education**

# What Are the Goals of Ford PAS?

## Short-Term

- Improve students' academic performance, mastery of 21st century skills, motivation to succeed, and commitment to lifelong learning
- Improve students' understanding of postsecondary and career opportunities in engineering, technology, business, and related fields
- Develop educators' capacity to use exemplary curricula and teaching strategies, integrate academic and career technical education (CTE), collaborate with colleagues, and effectively engage business and community partners

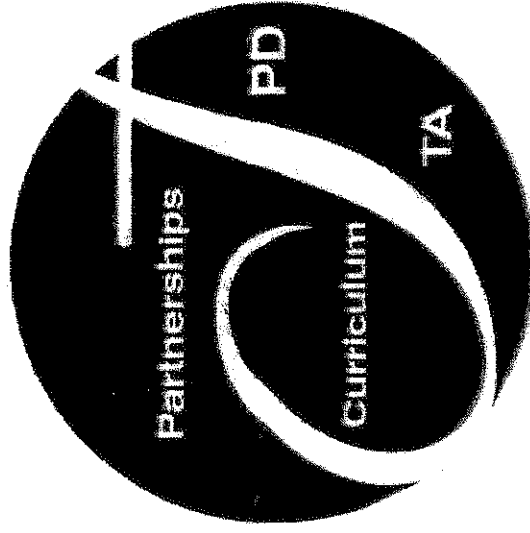
# What Are the Goals of Ford PAS?

## Long-Term

- **Develop a stronger pipeline of knowledgeable, flexible, and prepared workers who can make valuable contributions to the success of individual enterprises and the economy as a whole**
- **Increase the number and diversity of students entering postsecondary education and careers in engineering, technology, business, and related fields**



# Ford PAS Teaching and Learning



**Curriculum:** Academically rigorous, interdisciplinary materials that provide students with knowledge and skills necessary for future success.

**Partnerships:** A network of organizations—including state departments of education, postsecondary institutions, businesses, community-based organizations, and school districts—that support implementation of the Ford PAS program.

**Professional Development (PD):** Renewal and advancement of teachers' knowledge and skills focused on inquiry-based, project-based, and collaborative approaches to teaching and learning.

**Technical Assistance (TA):** Support and guidance for Ford PAS sites and partners through outreach, partnership development, and networking assistance.

## The Ford PAS

- **Components of Ford PAS are not ends in themselves.**
- **Ford PAS is designed to promote a fundamental change in the ways students learn and teachers teach.**

## Ford PAS Pillars

- **To achieve the goals of Ford PAS, high school students must engage in learning that develops and uses both knowledge and skills, and teachers must employ strategies that encourage the active, self-monitored learning that will yield these results. The hallmark of the Ford PAS approach is to integrate what and how students learn with what and how their teachers teach—because the two are inextricably linked.**
- **The “pillars” of Ford PAS are the key skills that students learn and the key teaching strategies that the curriculum employs.**

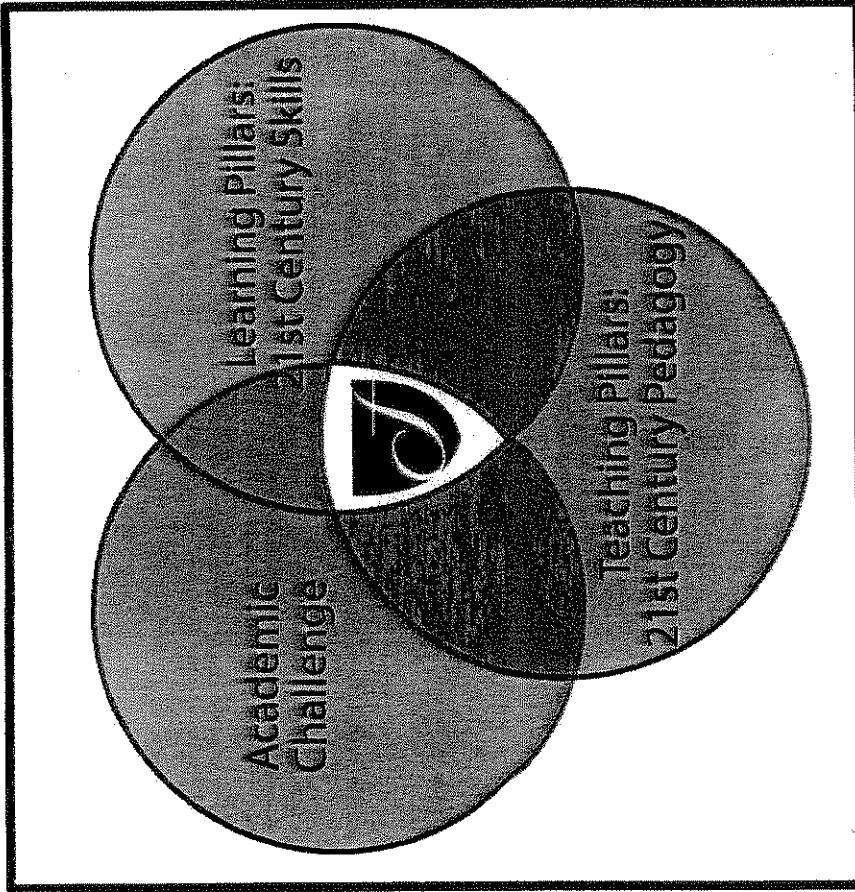
# The Ford PAS Curriculum

- **Key Highlights**

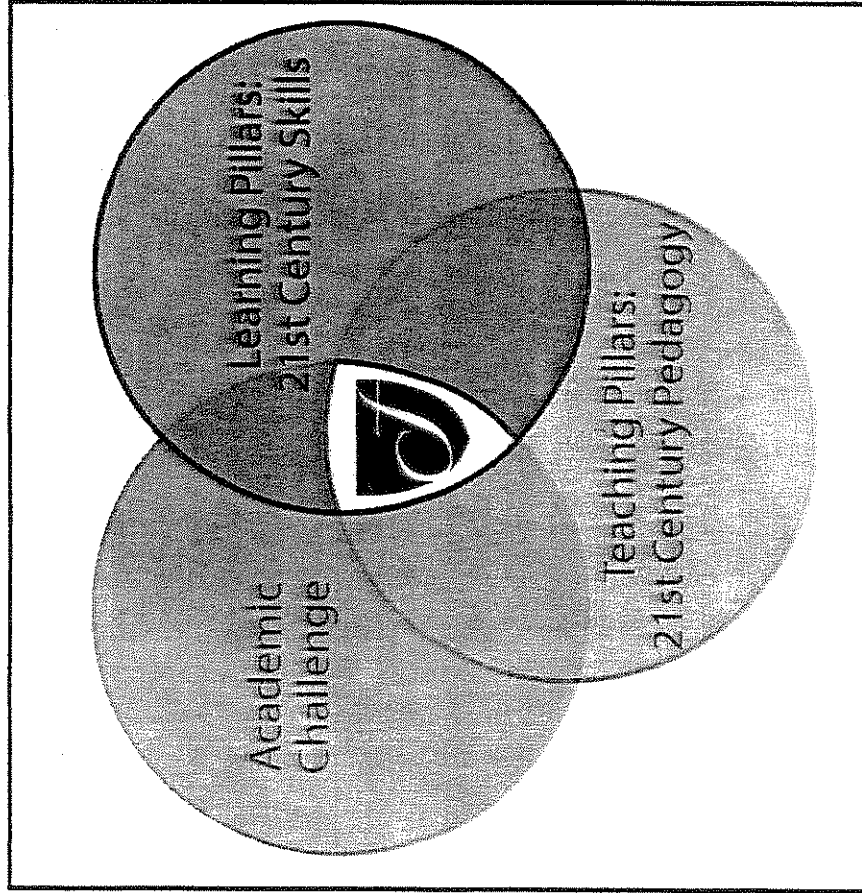
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Interdisciplinary, Project-inquiry based  
Series of materials for use in grades 9–  
12

Currently 20 modules, each 5–12 weeks  
Modules designed for flexible use in  
various course configurations



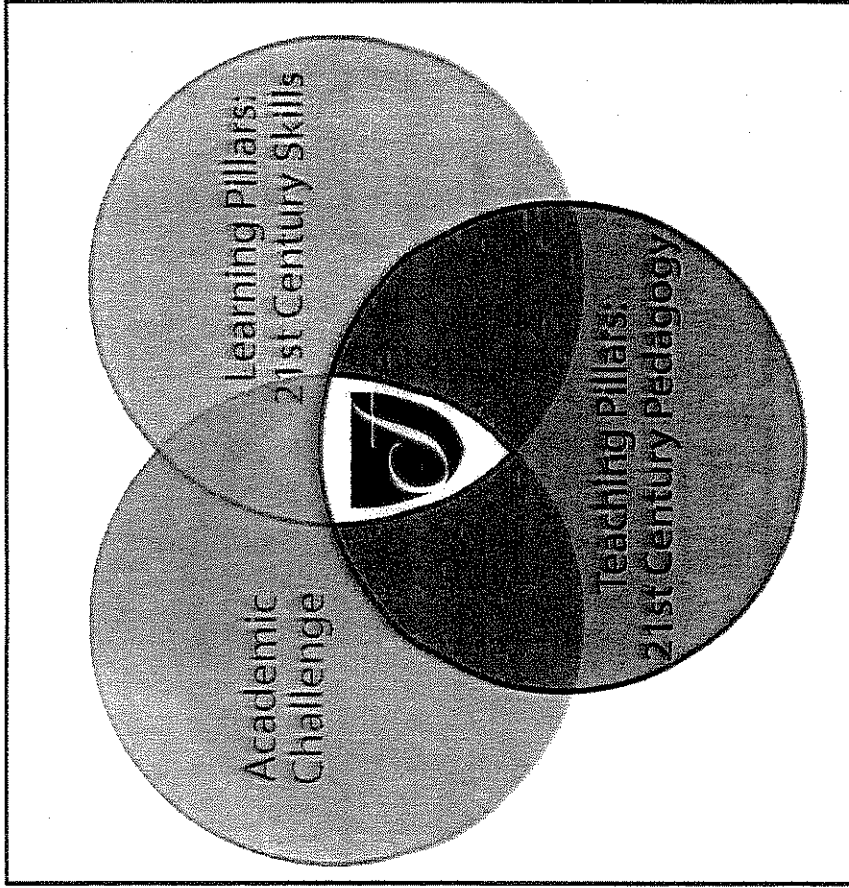
# The Ford PAS Curriculum



## ***Learning Pillars: 21st Century Skills***

- ✓ **Critical thinking**
- ✓ **Problem-solving**
- ✓ **Teamwork**
- ✓ **Communication**
- ✓ **Creativity and Innovation**
- ✓ **Global Awareness**

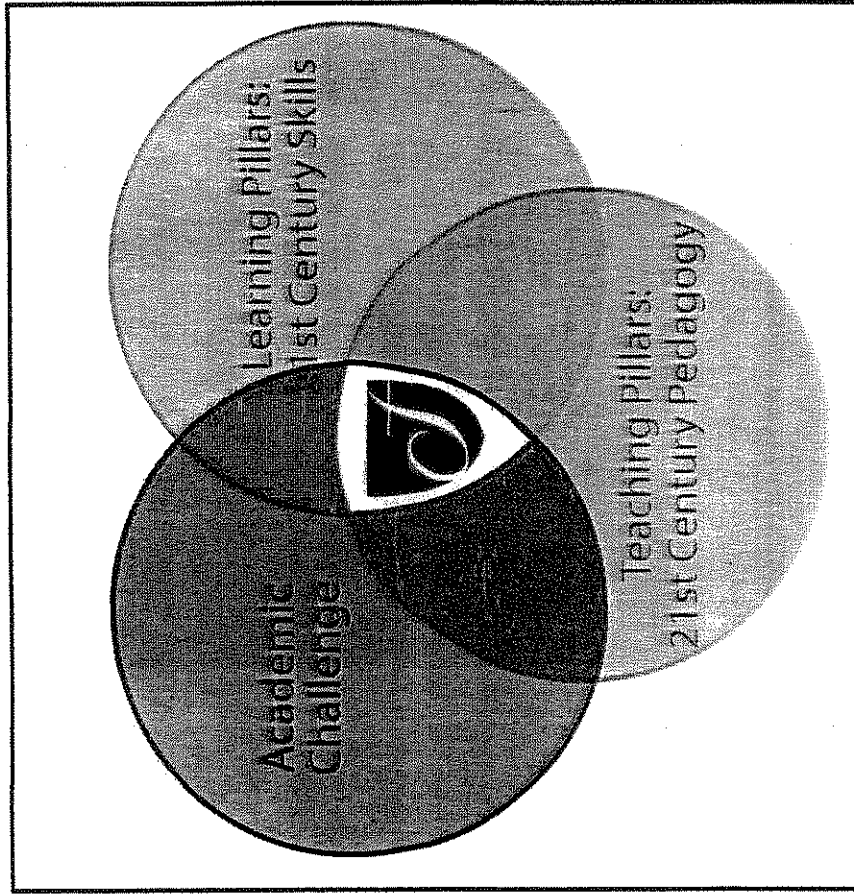
# The Ford PAS Curriculum



## *Teaching Pillars: 21st Century Pedagogy*

- ✓ Inquiry-based
- ✓ Project-based
- ✓ Real-world (authentic)
- ✓ Performance-based
- ✓ Technology integration

# The Ford PAS Curriculum



## *Challenging Academic Content*

- ✓ **Rigorous Content**
- ✓ **National Standards**
- ✓ **Interdisciplinary**

# Foundations Theme

Theme comprising introductory modules to develop a foundation in skills needed for future success

## Foundations In 21st Century Skills

- **From Concept to Consumer: Building a Foundation in Problem-Solving (1)**
- **Media and Messages: Building a Foundation of Communication Skills (2)**
- **People at Work: Building a Foundation in Research Skills (3)**
- **Careers, Companies, and Communities: Adapting to Change (4)**



# Thematic Configurations

Configurations comprising all or some of the Ford PAS modules that build on a particular theme

## Working Toward Sustainability

### Science

- We All Run on Energy
- Energy from the Sun: Biomass
- Is Hydrogen a Solution?
- The Nuclear Revolution
- Closing the Environmental Loop (5)
- Energy for the Future (12)

## Getting Smart about Business

### Business, Finance, and Marketing

- From Concept to Consumer (1)
- Media and Messages (2)
- Careers, Companies, and Communities (4)
- Calculating Your Future: Personal Finance
- Planning for Business Success (7) OR Planning for Business Success (Math-Enriched)

## Manufacturing for Tomorrow

### Business and Manufacturing

- From Concept to Consumer (1)
- Closing the Environmental Loop (5)
- Planning for Efficiency (6)
- Ensuring Quality (8)

# Thematic Configurations (continued)

## Data, Decisions, and Design

Technology and  
Engineering

- From Data to Knowledge (9)
- Reverse Engineering (10)
- Different by Design (11)

## Living in a Global Economy

Economics and  
International Business

- The Wealth of Nations (13)
- Markets Without Borders (14)
- Global Citizens (15)

## Putting Math to Work

Business and Math

- Calculating Your Future: Personal Finance
- Planning for Business Success (Math-Enriched)
- Ensuring Quality (8)

# Independent Modules

Individual modules that can be integrated into academic courses or electives

## **Social Studies (Economics)**

- The Wealth of Nations (13)
- Markets Without Borders (14)
- Calculating Your Future: Personal Finance

## **Social Studies (U.S. History)**

- People at Work (3)

## **English Language Arts (Communications)**

- Media and Messages (2)

## **Statistics**

- Ensuring Quality (8)

## **Engineering**

- Reverse Engineering (10)
- Different by Design (11)

## **Biology**

- Energy from the Sun: Biomass

## **Chemistry, Earth Science**

- Is Hydrogen a Solution?

## **Physics**


- The Nuclear Revolution
- Energy for the Future (12)

## **Physical Sciences, Earth Science**

- We All Run on Energy

# Coordinated Learning Experiences (CLEs)

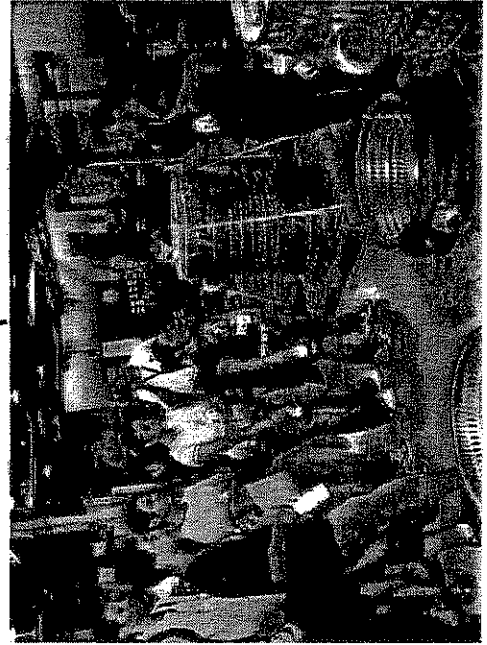



**FORD PARTNERSHIP**  
 FOR STUDENT LEADERSHIP  
*Eng. Students for High Achievement*

**Module 1: From Concept to Consumer: Building a Foundation in Problem-Solving**

**Suggestions for Coordinated Learning Experiences**

Activity Descriptions	Suggested Experiences	Date(s) and Time
<p><b>Activity 1: Inventive Thinking</b> This activity introduces students to inventions—how they come about, their impact, and how students can pursue their own invention ideas.</p>	<p>During the first few sessions of this activity, invite an inventor or product designer to speak in this class. If possible, bring the class to a lab where products are invented to see how this process happens in a company or university.</p>	
<p><b>Activity 2: The Evolution of Everyday Objects</b> This activity deals with product evolution and how social changes influence and are influenced by technological innovations.</p>	<p>A sociologist, an industrial sociologist or someone from the department of sociology at a local college or university can speak about social changes and technological innovation. Invite someone who has a historical perspective on product development, or visit a community or museum exhibit that focuses on product evolution.</p>	



# Ford PAS Professional Development and Technical Assistance

## Goals

- ✓ Provide support for implementation
- ✓ Create a broader learning community

<p><b>Regional Meetings</b></p> <ul style="list-style-type: none"> <li>• Introductory Workshops</li> </ul>	<p><b>Personal Consultation</b></p> <ul style="list-style-type: none"> <li>• <a href="mailto:info@fordpas.org">info@fordpas.org</a></li> <li>• 1-888-338-3267</li> </ul>
<p><b>Professional Development (PD) Institute</b></p> <ul style="list-style-type: none"> <li>• Theme Workshops</li> <li>• Training of PD Providers</li> </ul>	<p><b>Web Resources</b></p> <p><a href="http://www.fordpas.org">www.fordpas.org</a></p>
<p><b>Online PD</b></p> <ul style="list-style-type: none"> <li>• Ford PAS Forum</li> <li>• Online Courses: <a href="http://courses.fordpas.org/">http://courses.fordpas.org/</a></li> </ul>	<p><b>Outreach</b></p> <ul style="list-style-type: none"> <li>• Ford PAS Partner Support</li> <li>• Site Visits</li> </ul>

## **Ford PAS Professional Development**

- **An ongoing and long-term approach**
- **Focus on curriculum, with emphasis on teaching strategies (learning and teaching pillars)**
- **Collaborative with multiple opportunities for sharing and ongoing dialogue**
- **Reflective practice**
- **Active learning experiences and teacher inquiry**
- **Meaningful uses of artifacts and cases**
- **Opportunities for teaching practice and planning**
- **Support roles for teacher leaders, professional development providers, and mentors**
- **Bridging research and practice**
- **Practitioner research as professional development**

# National Ford PAS Scholarship Opportunities

- **Ford Motor Company Tribal Scholarship**
- **Hispanic College Fund Ford Mi Fuerza Program**
- **SME Ford PAS Scholarship and Henry Ford Academy Scholarship**
- **Ford Motor Company CHLI Leadership Program**
- **SAE/Ford PAS Scholarship**

**POSITION TITLE:**

**Exceptional Student Education Specialist (ESE)**

**QUALIFICATIONS:**

Education – An earned bachelor's degree or higher from an accredited institution; Florida certification in at least one area of exceptionality.

Experience – Minimum of three (3) years of successful teaching experience.

Special Qualifications –

- Bilingual skills preferred. Computer skills are required for the position.

**DIRECT**

**ACCOUNTABILITY:**

School Principal

\*The school principal will assess the effectiveness of the ESE Specialist annually with respect to the performance of specific responsibilities.

**GOAL:**

To provide on-site procedural and curricular assistance to all school-based personnel with regard to the education of exceptional students.

**PERFORMANCE  
RESPONSIBILITIES:**

- Upon request, serve as the principal's designee for ESE staffings.
  - Coordinate exceptional student education staffings, re-evaluations and parent conferences for exceptional students.
  - Provide on-site in-service training to school-based personnel on a regular basis.
  - Participate in early intervention screenings and staffings.
  - Assist regular teachers of mainstreamed exceptional students to provide appropriate educational experiences for these students.
  - Coordinate and/or conduct interventions, educational evaluations and observations of exceptional students.
  - Assist staffing committees in developing, appropriate IEP's.
  - Conduct workshops for parents.
  - Prepare ESE folders for approval by the Area Coordinator.
  - Assist teachers in implementing effective classroom management strategies.
  - Provide feedback to the ESE Curriculum Supervisors with regard to curricula, related services and program delivery systems.
  - Participate in in-service training programs designed to improve the ability to provide procedural and curricular assistance.
  - Review current developments, literature and technical sources of information related to responsibility.
  - Ensure adherence to good safety procedures.
  - Perform other duties as assigned by the school principal.
  - Follow federal and state laws, as well as School Board policies.
- Salary commensurate with experience, health benefits included.

**Salary range:**



**POSITION TITLE:** Paraprofessional

**QUALIFICATIONS:** Education – Four (4) year Education degree preferred or minimum of Associate of Arts or Associate of Science degree from an accredited two (2) year college, or at least 60 semester hours of college credit.

Special Qualifications – Six (6) semester hours in the area of Human Growth and Development is desirable.

**DIRECT ACCOUNTABILITY:** School Principal or designee

**GOAL:** To provide the highest quality care and supervision to students of the school. To plan, implement and oversee the enrichment and volunteer programs at the school. To ensure that the Lunch Program is running smoothly throughout the school year.

**PERFORMANCE RESPONSIBILITIES:**

- Be able to work independently to ensure that the enrichment program is run efficiently daily.
- Plan enrichment daily with input and guidance from the classroom teacher and turn in lesson plans to the Principal.
- Successfully partake in an academic pull-out program that requires working with students, either one-on-one or in small groups to further their academic success.
- Attend all related staff meetings and parent conferences when necessary.
- Perform and promote all activities in compliance with equal opportunity employment and nondiscrimination policy of the Board.
- Participate successfully in the training programs offered to increase the individual's skill and proficiency related to the assignments.
- Review current developments, literature and technical source of information related job responsibility.
- Ensure adherence to good safety procedures.
- Perform other related duties as assigned by the Principal/designee of the school.
- Follow federal and state laws, as well as the Board policies.

**Salary range:** Salary commensurate with experience, fringe benefits included.

**POSITION TITLE:** Office Manager

**QUALIFICATIONS:** Education – Standard high school diploma or satisfactory completion of any General Educational Development (GED) Testing Program.

Experience – A minimum of three (3) years experience in a secretarial/clerical position preferred.

Special Qualifications –

- A working knowledge of all supervised positions.
- Ability to independently compose letters and prepare reports, working under general

- supervision.
- Work alone on usual job assignments, referring occasional items to principal.
- Must possess sensitivity to the problems and emotional distress of students, parents and other school/department constituents and be able to respond effectively and tactfully.
- Must be able to supervise employees effectively.
- Must be computer literate.
- Proficiency in shorthand preferred.

**DIRECT  
ACCOUNTABILITY:**

Administrator/Principal or designee

**GOAL:**

To perform diversified clerical/secretarial duties in a responsible and accurate manner.

**PERFORMANCE  
RESPONSIBILITIES:**

- Follow instructions and operate within the limits of standard practices and procedures, regulations, and policies to perform secretarial/bookkeeping, supervisory and other clerical duties; be responsible for all activities in support of the administrative function at the work location.
  - Screen callers, set up appointments, arrange meetings, and disseminate requested information.
  - Perform minor bookkeeping duties, if required, type correspondence and various reports, as needed.
  - Maintain student files, attendance records and personnel data.
  - Be responsible for the distribution of incoming mail, memorandums, etc.; open, date, and designate recipient of the mail.
  - Direct, assist, train, assign work to and check work of clerical staff.
  - Exercise responsibility, discretion and independent judgment in resolving office problems.
  - Answer inquiries and advise other employees as to proper work procedures, methods, and policy changes.
  - Interact effectively with the general public, staff members, students, teachers, parents and administrators, using tact and good judgment.
  - Operate standard office equipment such as any generation of typewriter, calculator, microcomputer, word processor, duplicator, etc., as well as equipment developed or advanced from future technology as required by the job.
  - Participate, successfully, in the training programs offered to increase the individual's skill and proficiency related to the assignment.
  - Review current developments, literature, and technical sources of information related to job responsibility.
  - Ensure adherence to good safety procedures.
  - Perform other duties as assigned by the administrator/principal or designee.
  - Follow federal and state laws, as well as the Board policies.
- Salary commensurate with experience, health benefits included.

**Salary range:**

**POSITION TITLE:**

**Data Specialist**

**QUALIFICATIONS:**

Education – Standard high school diploma or satisfactory completion of any General Educational Development (GED) Testing Program.

Experience – One (1) year of related work experience.

**DIRECT  
ACCOUNTABILITY:**

Superintendent or Designee

**GOAL:**

The purpose of this position is to track any student achievement data, demographics, and operational information, and use this data to provide the best education for the student.

**PERFORMANCE  
RESPONSIBILITIES:**

- Maintain the database for the school.
- Make corrections to the edit reports for the school.
- Input daily attendance for all students to student data system.
- Maintain registration's for all new and returning students.
- Request for all cum folders for all new students and forward cum folders when student withdraws. File all forms into cum folders.
- Tend to sick and injured children, administer medication and log same in clinic book.
- Do all vision screening; height and weight logs and report outcome to parent's.
- Perform all other duties as assigned by the Superintendent, Principal and Administrative Assistant.

**Salary range:**

Salary commensurate with experience, health benefits included.

**POSITION TITLE:**

**Secretary/Receptionist**

**QUALIFICATIONS:**

Education – Standard high school diploma or satisfactory completion of any General Educational Development (GED) Testing Program.

Experience – One (1) year of related work experience in front desk reception position and/or a secretarial position.

**DIRECT  
ACCOUNTABILITY:**

Superintendent/Principal/Administrative Assistant

**GOAL:**

To perform diversified clerical/secretarial duties in a responsible and accurate manner.

**PERFORMANCE  
RESPONSIBILITIES:**

- Light typing, photocopying and filing with regard to day to day activities as well as assisting Superintendent, Principal and Administrative Assistant on an as needed basis.
  - Answer phones, screen calls and disseminate requested information.
  - Record daily attendance records
  - Keep all school lists updated; keep volunteer hours, meeting attendance and seminar attendance records up to date.
  - Tend to sick and injured children, administer medication and log same in clinic book.
  - Perform other duties as assigned by the administrator, Principal and Administrative Assistant.
  - Follow federal and state laws, as well as the Board policies.
- Salary commensurate with experience, health benefits included if full-time.

**Salary range:**

**POSITION TITLE:**

**Facilities Serviceperson and Grounds Maintenance**

**QUALIFICATIONS:**

Education – Standard high school diploma or satisfactory completion of any General Educational Development (GED) Testing Program.

Experience – Experience in custodial work and other trades such as sprinkler repair and upkeep, lawn maintenance, trimming and fertilizing.

Special Qualifications -

- Ability to operate labor saving devices such as shampoo and scrubbing machines, wet and dry vacuums, plus other equipment used in grounds maintenance.
- Ability to do heavy lifting, climb ladders.
- Must be able to follow written and oral instructions on cleaning and equipment operation.
- Able to work well with others.

**DIRECT  
ACCOUNTABILITY:**

Principal, Administrator or designee

**GOAL:**

To perform semi-skilled work in heavy cleaning such as mopping, scrubbing, stripping, and refinishing to maintain the cleanliness, orderliness, appearance and safe conditions of the building and also grounds upkeep and repair in a responsible and accurate manner.

**PERFORMANCE  
RESPONSIBILITIES:**

- Clean all areas inside and outside the school as directed.
- Perform work on schedule and according to custodial standards.
- Wash and sanitize sinks, toilets, showers, plumbing fixtures and other restroom/shower room facilities and replenish supplies of soap, towels, etc.
- Empty heavy containers of trash and debris from offices, classrooms, hallways, repair shops, etc., and dispose in an appropriate manner, usually to the dumpster.
- Mow lawn and trim hedges, shrubs, trees, etc., using riding or push mower, "weed eaters", edgers, hand tools or other appropriate equipment when applicable.
- Climb steps and extension ladders to replace light bulbs or florescent lights, clean fixtures, wash windows, trim trees, etc.
- Operate heavy equipment to seep, mop, brush, vacuum, strip and wax and otherwise clean floors, walls, walkways, and other building surfaces.
- Dust, wipe, wash and wax furniture such as desks, chairs, tables, filing cabinets, etc. and perform minor repair work.
- Pick up and dispose paper, bottles, can, stones, twigs, leaves and other debris from yards, walkways, parking lots, etc.
- Plant flowers, bushes, trees, and other items, as directed.
- Maintain equipment in a satisfactory condition by sharpening blades, lubricating parts properly, cleaning, as necessary, and storing them safely and securely.
- Inform supervisor of needed supplies. Recognize building equipment, mechanical equipment, and structural problems which require servicing or maintenance. Inform immediate supervisor of needs or call in maintenance work orders as directed by facility administrator.
- Practice safety continuously and ensure that a safe working area exists.
- Participate, successfully, in the training programs offered to increase the individual's skill and proficiency related to the assignments.
- Complete all projects in a competent manner and ensure proper recording of time and materials.
- Perform all duties which require extensive physical effort such as climbing, lifting, pulling, etc.
- Review current developments, literature and technical sources of information related to job responsibility.
- Ensure adherence to good safety procedures.
- Perform other duties required by the principal, administrator or designee.

- Follow federal and state laws, as well as the Board policies.
  - Provide immediate emergency clean up or aide to any teacher with an unforeseen classroom accident or incident.
- Salary commensurate with experience, health benefits included.

**Salary range:**



## Leadership

- Communication - Vision, expectations, interpersonal skills 0-10
- Initiative - beliefs, courage, knowledge, proactive, 0-10
- Development - Staff and Company 0-10
- Team Player - works well with others, promotes company 0-10
- Decision Making - problem solver, organized, planner, knowledgeable 0-10


Total Possible 240

0	0	0	0	0	0	0
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0
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Final/Total Possible

--

Total Points Possible 240  
Total Points Earned 0

0%
----

Total EBITDA Pool 

--

  
Earned Compensation 

--

### Annual Objectives

List below to to five objectives that you, the employee, will work toward achieving during the upcoming school year. On a separate sheet, include with each objective a detailed description of:

- When the objective will be met
- Who will be involved in meeting the objective
- What will be the steps involved to meet the objective
- What resources will be utilized

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Name of School

## Teacher Evaluation (year)

Evaluation Scale:  
4=Exceeds Standards  
3=Meets Expectation  
2=Minimally Acceptable  
1=Unacceptable  
0=Not Applicable

Teacher Name \_\_\_\_\_  
Evaluator Name \_\_\_\_\_  
Subjects \_\_\_\_\_  
Grades \_\_\_\_\_

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### Classroom Organization

0
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General Cleanliness & tidiness of classroom  
Desks arranged in manner to promote multiple learning styles  
Students have necessary material on a consistent basis  
Appropriate wall displays (grade and subject appropriate)  
Evidence of student work adequately posted  
Students' grades posted and updated regularly

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### Curriculum and Teaching

0
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Objective of lessons posted consistently  
Checks student understanding and modifies accordingly  
Teaching activities planned well and in advance  
Effective teaching methods utilized (modeling, scaffolding, etc.)  
Identifies and implements grade level indicators into each lesson  
Use appropriate language from content standards during delivery of curriculum




Motivates students to take ownership of learning and to perform well  
Provides adequate and appropriate support to maximize learning  
Differentiated instruction provided to meet the needs of all students  
Teacher knowledge of subject matter  
Delivery of curriculum in engaging, interactive and student focused  
Adequate assessments developed to monitor student mastery of material  
Students perform well

0
---

**Student/Classroom Management**


Utilizes preventive discipline and minimizes referrals to office  
Manages challenging situations effectively  
Maintains control  
Displays courtesy and sensitivity to student needs  
Establishes appropriate rapport with students  
Expectations are made clear and managed with consistency

**(School Name) Teacher Evaluation (year)**

0
---

**Accountability**


Meets commitment for attendance and punctuality  
Meets set deadlines  
Takes responsibility for own actions  
Requires minimal supervision and direction

0
---

**Professionalism**

- Maintains positive/professional relations with students and staff
- Maintains positive attitude
- Demonstrates accuracy and thoroughness
- Displays commitment to excellence
- Looks for ways to promote and improve quality
- Applies feedback to improve performance
- Responds appropriately to management direction


**Teamwork**

0
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- Collaborates with other staff to enhance student learning
- Exhibits objectivity and openness to others views
- Gives and welcomes feedback
- Readily volunteers / seeks increased responsibilities
- Contributes to building positive team spirit


**Summary**

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**Overall Rating**

0
---

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_

**PBL Academy High School**

**EMPLOYEE HANDBOOK**

**2011-2012**

## INTRODUCTION

Welcome New Employee!

This handbook is designed to acquaint you with PBL ACADEMY HIGH SCHOOL and provide you with information about working conditions, employee benefits, and some of the policies effecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by PBL ACADEMY HIGH SCHOOL to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policies. As PBL ACADEMY HIGH SCHOOL continues to grow, the need may arise and PBL ACADEMY HIGH SCHOOL reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

**UNDERSTANDING BY EMPLOYEE**

This handbook is not a contract, expressed or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or PBL ACADEMY HIGH SCHOOL may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of PBL ACADEMY HIGH SCHOOL other than the Superintendent or designee, the general counsel, or the vice president of human resources has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the Superintendent or designee the general counsel, or the vice president of human resources shall not be enforceable unless it is in a formal written agreement and signed by you and one of these designated company representatives.

I understand that the information in PBL ACADEMY HIGH SCHOOL ' s handbook represents guidelines only and that the Company reserves the right to modify this handbook or amend or terminate any policies, procedures, or employee benefit programs whether or not described in this handbook at any time, or to require and/or increase contributions toward these benefit programs.

I understand that I am responsible for reading the handbook, familiarizing myself with its contents, and adhering to all of the policies and procedures of PBL ACADEMY HIGH SCHOOL, whether set forth in this handbook or elsewhere.

I understand that this handbook is not a contract of employment, express or implied, between me and PBL ACADEMY HIGH SCHOOL and that I should not view it as such or as a guarantee of employment for any specific duration.

I further understand that no Administrator or representative of PBL ACADEMY HIGH SCHOOL, other than the Superintendent or designee, has the authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both me and the Superintendent.

\_\_\_\_\_  
Print Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**PBL ACADEMY HIGH SCHOOL OF EXCELLENCE**

**DRUG-FREE WORKPLACE POLICY**

**ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING**

I hereby acknowledge that I have received and read a summary of the Company's Drug-Free Workplace policy. I have had an opportunity to have all aspects of this material fully explained. I understand that the full text of the Drug-Free Workplace policy is available upon request. I also understand that I must abide by the policy as a condition of employment, and any violation may result in disciplinary action, up to and including discharge.

Further, I understand that during my employment I may be required to submit to testing for the presence of drugs or alcohol. I understand that submission to such testing is a condition of employment with the Company, and disciplinary action up to and including discharge may result if: (1) I refuse to consent to such testing, (2) I refuse to execute all forms of consent and release of liability as are usually and reasonably eminent to such examinations, (3) I refuse to authorize release of the test results to the Company, (4) the tests establish a violation of the Company's drug-free workplace policy, (5) I otherwise violate the policy. If I am injured in the course and scope of my employment and test positive, I forfeit my eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion of the remedies provided in Florida Statute s440.102(5).

I also understand that the drug-free workplace policy and related documents are not intended to constitute a contract between the Company and me, and that this policy is subject to change at the Company's sole discretion.

I further state that I have read the foregoing acknowledgment and know the contents thereof and sign the same of my own free will.

Print Name: \_\_\_\_\_

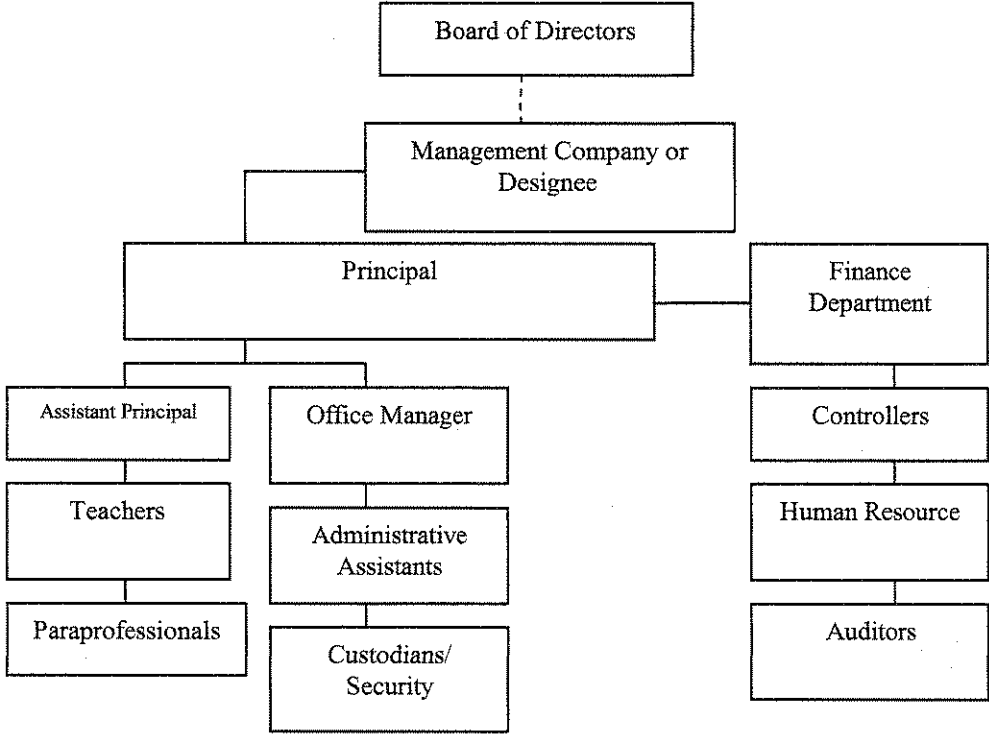
Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

(Company Official)

**PBL Academy High School of Excellence Organizational Chart**



## Pay Schedule

All employees are paid bimonthly on the 15th and 30th days of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period as long as the employee continues to be employed by the school.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation or may be picked up at the Administration Office.

## Paid Holidays

Full Time Employees Only

New Years Day

Martin Luther King Day

Memorial Day

4<sup>th</sup> of July

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day



## **SECTION 1.1 NATURE OF EMPLOYMENT**

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with PBL ACADEMY HIGH SCHOOL.

However, this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor PBL ACADEMY HIGH SCHOOL is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

In order to retain necessary flexibility in the administration of policies and procedure, PBL ACADEMY HIGH SCHOOL reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook. The only recognized deviations from the stated policies are those authorized and signed by the Superintendent of PBL ACADEMY HIGH SCHOOL, on behalf of the Board of Directors

## **SECTION 1.2 EMPLOYEE RELATIONS**

PBL ACADEMY HIGH SCHOOL believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that PBL ACADEMY HIGH SCHOOL amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

Each employee is considered a valuable part of the PBL ACADEMY HIGH SCHOOL team. The success and continued growth of PBL ACADEMY HIGH SCHOOL is dependent upon each employee understanding and believing in the vision of PBL ACADEMY HIGH SCHOOL. This will provide the foundation for mutual respect and consideration.

## **SECTION 1.3 EQUAL EMPLOYMENT OPPORTUNITY**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at PBL ACADEMY HIGH SCHOOL will be based on merit, qualifications, and abilities. PBL ACADEMY HIGH SCHOOL does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

PBL ACADEMY HIGH SCHOOL will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Principal. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

## **SECTION 1.4 HIRING OF RELATIVES**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by PBL ACADEMY HIGH SCHOOL may be hired only if they will not be working directly for or supervising a relative. This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions. PBL ACADEMY HIGH SCHOOL employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, senior management will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisor relationship involved, the parties may be separated by reassignment or terminated from employment.

### ***Employment of Relatives (Nepotism)***

#### **Article I**

##### **Purpose**

Business necessity requires the establishment of policies for the employment of immediate family in order to assure reliability and appearance of fairness in the best interest of PBL ACADEMY HIGH SCHOOL, to Assure and maintain accountability and to avoid business related conflicts of interest.

#### **Article II**

##### **Definitions**

Relatives: Include an employee's parent, child, spouse, brother, sister in-laws and step relationships.

#### **Article III**

##### **Procedures**

Employees' relatives will not be employed by the Charter School under any of the following circumstances:

1. Where one of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
2. Where one party would be responsible for auditing the work of the other;
3. Where both parties would report to the same immediate supervisor. Every other option, including reassignment within the Charter School workforce, would be considered in good faith before layoff.
4. Where other circumstances might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the School; or
5. Where one of the parties is an employee of the School, the Principal of the School will determine in writing to the Chair of the Governing Board of Directors and the Board, that no potential problem or conflict of interest detrimental to the school exists. If two employees marry, become related or begin sharing living quarters with one another, and in the School's judgment, the potential problems noted above exist or reasonably could exist, only one of the

employees will be permitted to stay with the School, unless reasonable accommodations, as determined by the Principal or his designee, can be made to eliminate the potential problem. The decision as to which relative will remain with the School must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision has been made during this time, the Governing Board of the School reserves the right to terminate either employee.

## **SECTION 1.5 IMMIGRATION LAW COMPLIANCE**

PBL ACADEMY HIGH SCHOOL is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with PBL ACADEMY HIGH SCHOOL within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Principal. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **SECTION 1.6 CONFLICTS OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which PBL ACADEMY HIGH SCHOOL wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Principal for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of PBL ACADEMY HIGH SCHOOL. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of PBL ACADEMY HIGH SCHOOL's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of PBL ACADEMY HIGH SCHOOL as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which PBL ACADEMY HIGH SCHOOL does business, but also when an employee or relative receives

any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving PBL ACADEMY HIGH SCHOOL. The receipts of such benefit are strictly prohibited.

### **SECTION 1.7 OUTSIDE EMPLOYMENT**

Employees may hold outside jobs as long as they meet the performance standards of their job with PBL ACADEMY HIGH SCHOOL. All employees will be judged by the same performance standards and will be subject to PBL ACADEMY HIGH SCHOOL's scheduling demands, regardless of any existing outside work requirements.

If PBL ACADEMY HIGH SCHOOL determines that an employee's outside work interferes with performance or the ability to meet the requirements of PBL ACADEMY HIGH SCHOOL as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with PBL ACADEMY HIGH SCHOOL.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside PBL ACADEMY HIGH SCHOOL for materials produced or services rendered while performing their jobs unless authorized by the Board of Directors.

### **SECTION 1.8 NON-DISCLOSURE**

The protection of confidential business information and trade secrets is vital to the interests and the success of PBL ACADEMY HIGH SCHOOL. Such confidential information includes, but is not limited to, the following examples:

Compensation Data	Student Lists
Student Demographics	Financial Information
Labor Relations Strategies	Pending Projects and Proposals
Technological Prototypes	Curriculum Development
Student Health Records	Student Records
Student Addresses	

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

### **SECTION 1.9 DISABILITY ACCOMMODATION**

PBL ACADEMY HIGH SCHOOL is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Upon request, job applications are available in alternative, accessible formats, as is assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Post-offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. They are given to all persons entering the position only after conditional job offers. Medical records will be kept separate and confidential.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

PBL ACADEMY HIGH SCHOOL is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. PBL ACADEMY HIGH SCHOOL will follow any state or local law that provide individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. PBL ACADEMY HIGH SCHOOL is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

#### **SECTION 1.10 JOB POSTING AND EMPLOYEE REFERRALS**

PBL ACADEMY HIGH SCHOOL provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience.

In general, notices of all regular, full-time job openings are posted, although PBL ACADEMY HIGH SCHOOL reserves its discretionary right to not post a particular opening. Job openings will be posted on the employee bulletin board and normally remain open for ten days.

Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 90 calendar days in their current position. Employees who have a written warning on file or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should submit a job posting application to the Principal listing job-related skills and accomplishments. It should also describe how their current experience with PBL ACADEMY HIGH SCHOOL and prior work experience and/or education qualifies them for the position.

PBL ACADEMY HIGH SCHOOL recognizes the benefit of developmental experiences and encourages employees to talk with their Principal about their career plans. Principals are encouraged to support employees' efforts to gain experience and advance within the organization.

An applicant's supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations or their circumstances that might affect a prospective transfer may also be discussed.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

PBL ACADEMY HIGH SCHOOL also encourages employees to identify friends or acquaintances who are interested in employment opportunities and refer qualified outside applicants for posted jobs. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or oral promises of employment.

An employee should submit the referral's resume and/or completed application form to the Principal for a posted job. If the referral is interviewed, the referring employee will be notified of the initial interview and the final selection decision.

## **SECTION 2.1 EMPLOYMENT CATEGORIES**

It is the intent of PBL ACADEMY HIGH SCHOOL to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and PBL ACADEMY HIGH SCHOOL.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by PBL ACADEMY HIGH SCHOOL management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work PBL ACADEMY HIGH SCHOOL's full-time schedule. Generally, they are eligible for PBL ACADEMY HIGH SCHOOL's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME REGULAR employees are those, other than temporary employees, who are routinely schedule to work less than 40 hours per week. Except for workers' compensation, 401 (k) and several supplemental insurance plans, part-time regular employees are not eligible for participation in benefits.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with PBL ACADEMY HIGH SCHOOL is appropriate. Employees who satisfactorily complete their 90 day probationary period will be notified of their new employment classification and will be eligible for each benefit program.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of PBL ACADEMY HIGH SCHOOL's other benefit programs.

PER DIEM employees are those who routinely work either full-time or a part-time schedule and who accept additional compensation in lieu of participation in all but legally mandated benefit programs. PBL ACADEMY HIGH SCHOOL offers this category in limit classifications and to limited numbers of employees. Individuals participating in this program must sign waivers of their rights to participate in the benefit programs applicable to regular employees. Service in this category cannot be credited in any way toward any benefit program, even if

the employee is later assigned to a benefit-eligible category. A change to or from this category can be accomplished only with the written consent of PBL ACADEMY HIGH SCHOOL.

CASUAL employees are those who have established an employment relationship with PBL ACADEMY HIGH SCHOOL but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of PBL ACADEMY HIGH SCHOOL's other benefit programs.

YEAR-ROUND employees are those whose employment does not start and end with the school year. The year-round employees are hired on an at will basis. The "year-round" designation is not a guarantee, representation or promise of employment for a particular year or any specified period, but is used only to distinguish certain employee from school-year based employees. All year-round employees may terminate their employment, or have their employment terminated, at any time.

SCHOOL-YEAR employees are those who work only during the school year, generally from August through June. School year employees can be at will or contractual, full time, part time or temporary. The school year designation is not a guarantee, representation or promise of employment for a particular year or any specified period, but is used only to distinguish certain employee from school-year based employees. All non contractual school year employees may terminate their employment, or have their employment terminated, at any time.

## **SECTION 2.2 ACCESS TO PERSONNEL FILES**

PBL ACADEMY HIGH SCHOOL maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of PBL ACADEMY HIGH SCHOOL, and access to the information they contain is restricted. Generally, only supervisors and management personnel of PBL ACADEMY HIGH SCHOOL who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Principal. With reasonable advance notice, employees may review their own personnel files in PBL ACADEMY HIGH SCHOOL's offices and in the presence of an individual appointed by PBL ACADEMY HIGH SCHOOL to maintain the files.

## **SECTION 2.3 EMPLOYMENT REFERENCE CHECKS**

To ensure that individuals who join PBL ACADEMY HIGH SCHOOL are well qualified and have a strong potential to be productive and successful, it is the policy of PBL ACADEMY HIGH SCHOOL to check the employment references of all applicants.

The Principal will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## **SECTION 2.4 PERSONNEL DATA CHANGES**

It is the responsibility of each employee to promptly notify PBL ACADEMY HIGH SCHOOL of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and

other such status reports should be accurate and current at all times. If any personnel data has changed notify the Principal.

## **SECTION 2.5 INTRODUCTORY PERIOD**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. PBL ACADEMY HIGH SCHOOL uses this period to evaluate employee's capabilities, work habits, and overall performance. Either the employee or PBL ACADEMY HIGH SCHOOL may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

Benefits for new employees are earned as follows:

- Benefits required by law such as workers' compensation insurance and Social Security take effect immediately
- Medical insurance takes effect the first of the month following 30 days from you date of full time employment
- Life insurance and Disability takes effect after 30 days of employment

Employees who are promoted or transferred within PBL ACADEMY HIGH SCHOOL must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If PBL ACADEMY HIGH SCHOOL determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within PBL ACADEMY HIGH SCHOOL, an employee who in the sole judgment of management is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and PBL ACADEMY HIGH SCHOOL's needs.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

During the initial introductory period, new employees are eligible for those benefits that are required by law such as workers' compensation insurance and Social Security. They may also be eligible for other PBL ACADEMY HIGH SCHOOL provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Employment status is not changed during the secondary introductory period that result from a promotion or transfer within PBL ACADEMY HIGH SCHOOL.

## **SECTION 2.6 EMPLOYMENT APPLICATIONS**

PBL ACADEMY HIGH SCHOOL relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any



misrepresentations, falsifications, or material omissions in any of this information or data may result in PBL ACADEMY HIGH SCHOOL's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **SECTION 2.7 PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance appraisals by immediate supervisors are generally conducted annually but are dependent upon operational needs. Performance appraisals are used to strengthen communications between supervisors and employees, to assess individual and team achievement, to encourage employee growth and development, and to provide a basis for salary adjustments and compensation.

## **SECTION 3.1 EMPLOYEE BENEFITS**

Eligible employees at PBL ACADEMY HIGH SCHOOL are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the Employee Handbook.

The following benefit programs are available to eligible employees:

Life Insurance	Auto Mileage
Dental Insurance	Vision Care
Employee Assistance Program	Family Leave
Holidays	Jury Duty Leave
Long-Term Disability	Major Medical Insurance
Medical Leave	Personal Leave
401 (k)	Sick Leave Benefits
Supplemental Life Insurance	Vacation Benefits
Travel Allowances	Voting Time Off

Some benefit programs require contributions from employees, but most are fully paid by PBL ACADEMY HIGH SCHOOL. The benefit package for regular full-time employees represents an additional cost to PBL ACADEMY HIGH SCHOOL.

All employees are required to use the Urgent Care Facilities before going to the Emergency Room at the approved Hospital. Urgent Care Facilities deductibles are the responsibility of the employee.

Emergency Room visits made by the employee are for Life Threatening Situations. When this occurs, PBL ACADEMY HIGH SCHOOL agrees to review on a case by case basis the deductible required by the Health Insurance Carrier. PBL ACADEMY HIGH SCHOOL reserves the right to approve or deny such claims or reimbursements.

### **SECTION 3.2 VACATION BENEFITS**

Full-time, year-round employees will be awarded vacation based upon the following schedule:

<u>Length of Services</u>	<u>Amount of Vacation</u>	<u>Accrual Rate</u>
0-2 years	2 weeks per fiscal year	3.33 hours per pay period worked
3-4 years	3 weeks per fiscal year	5.00 hours per pay period worked
5 + years	4 weeks per fiscal year	6.67 hours per pay period worked

Vacation time must be taken during the fiscal year, and must be approved in advance and in writing by your immediate supervisor. Approval of vacation requests is based on a number of factors, including business needs and staffing requirements. For school based personnel, vacation days should be scheduled to coincide with school breaks. Employees may schedule approved vacation in half day or full day increments. Vacation allowances may not be carried over to the next fiscal year.

In the event a team member does not use all awarded vacation time prior to the end of the fiscal year, the employee will be paid the regular pay rate for one half the unused vacation, not to exceed one week unused vacation.

Upon termination of employment, a determination will be made as to the number of vacation days that have accrued from the beginning of the fiscal year or first day worked through the last day worked. Any employee who uses more vacation days that are accrued at termination will be required to reimburse PBL ACADEMY HIGH SCHOOL for vacation leave taken but not earned.

### **SECTION 3.2A PERSONAL TIME**

Paid personal time is available to eligible employees to cover the employee's own illness, family illness or for other personal reason. Full time regular employees earn personal time at the rate of two hours per pay period worked. This equates to 48 hours (six eight hour work days) per year for year round employees and 40 hours (five eight hour work days) per year for school year employees. Personal time may be accrued up to two times the annual maximum award. Thus, for eligible year round employees, the maximum personal time that may be accrued is 96 hours (12 eight hour work days) and for eligible school year employees the maximum accrued a employee has reached the maximum accrued personal time, no further personal time will be earned until the employee has used sufficient personal time to drop below the cap.

Whenever possible, personal time should be scheduled in advance with your supervisor.

### **SECTION 3.3 CHILD CARE BENEFITS**

PBL ACADEMY HIGH SCHOOL provides After Care and Academic Enrichment at no charge to all eligible employees whose children are enrolled at PBL ACADEMY HIGH SCHOOL as a benefit of employment. Eligible employee classifications are:

Regular full-time employees

Given below is a brief description of child care assistance that may be provided when feasible. For more detailed information, please contact the Principal.

**CAFETERIA PLAN/FLEXIBLE SPENDING ACCOUNT:** Employees choose benefits (including child care) from a list of options and contribute a part of pretax salaries to a child care account. This option allows employees to minimize the federal tax they must pay on child care dollars.

**SIBLINGS:** Siblings of any employee or Board Member of PBL ACADEMY HIGH SCHOOL have enrollment preference and will be allowed free before and after care.

### **SECTION 3.4 HOLIDAYS**

PBL ACADEMY HIGH SCHOOL will grant holiday time off to full time employees only on the holidays listed below based on PBL ACADEMY HIGH SCHOOL's school calendar.

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Christmas Day

PBL ACADEMY HIGH SCHOOL will grant paid holiday time off to all eligible full time employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classifications(s):

Regular full-time employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

### **SECTION 3.5 WORKERS' COMPENSATION INSURANCE**

PBL ACADEMY HIGH SCHOOL provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their Principal immediately. No matter how minor an on-the-job may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither PBL ACADEMY HIGH SCHOOL nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by PBL ACADEMY HIGH SCHOOL.

### **SECTION 3.6 SICK LEAVE POLICY**

PBL ACADEMY HIGH SCHOOL provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or injuries only.

Employees who are unable to report to work due to illness or injury should notify the Principal before the scheduled start of their workday if possible. The Principal must also be contacted on each additional day of absence.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receive sick leave.

Before returning to work from a sick leave absence of five calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

Sick leave will be calculated based on the employee's base pay rate at the time of the absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, supplemental pay, or shift differentials.

As an additional condition of eligibility for sick leave, an employee on an extended absence must apply for any other available compensation and benefits, such as worker's compensation. Sick leave will be used to supplement any payments that an employee is eligible to receive from state disability insurance, worker's compensation or PBL ACADEMY HIGH SCHOOL provided disability insurance programs. The combination of any such disability payments and sick leave cannot exceed the employee's normal weekly earnings.

Unused sick leave will be allowed to accumulate until the employee has accrued a total of ten (10) calendar day's worth of sick leave.

Sick leave is intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave will not be paid to employees while they are employed or upon termination of employment.

### **SECTION 3.7 BEREAVEMENT LEAVE**

Full time regular employees may be granted up to three days of paid bereavement leave for the death of an immediate family member. Immediate family members are defined as an employee's spouse; parent-parent-in-

law, stepparent' grandparent or grandparent-in law, daughter or son (including step-children); daughter-or son-in-law; sister-or brother (including step and half-siblings); sister-or brother-in law and grandchild. Based upon a discussion with you, your supervisor will determine how many days for the three available are reasonably required for your absence.

Full time regular employees are granted one day of bereavement leave in case of the death of any other family member such as an aunt or uncle, aunt-or-uncle in-law; niece or nephew.

Special consideration will also be given in the event of the death of any other person show association with the employee was similar to any of the relationships defined above.

Employee needing bereavement time should notify their supervisor immediately. Employees may, with supervisory approval, use any available paid leave, (i.e., vacation or personal time) for additional time off, if needed.

### **SECTION 3.8 TIME OFF TO VOTE**

PBL ACADEMY HIGH SCHOOL encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, PBL ACADEMY HIGH SCHOOL will grant up to one hour of paid time off to vote.

Employees should request time off to vote from their Principal at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, which ever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

### **SECTION 3.9 JURY DUTY**

PBL ACADEMY HIGH SCHOOL encourages employees to fulfill their civic responsibilities by serving jury duty when required. Full time regular employees will not lost pay as a result of serving on a jury or appearing as a witness as a result of a subpoena when required by law and up to a maximum of two weeks. Court ordered appearances in excess of two weeks will be charges first to vacation time, then personal time. When paid time off is exhausted, the employee will not be compensated.

Employees must present the summons or subpoena to their supervisor as soon as possible so that arrangements can be made to accommodate the employee's absence. Employees are expected to report to work whenever the court schedule permits.

### **SECTION 3.10 WITNESS DUTY**

PBL ACADEMY HIGH SCHOOL encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witness by PBL ACADEMY HIGH SCHOOL, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of 24 hours of paid time off to appear in court as a witness at the request of a party other than PBL ACADEMY HIGH SCHOOL. Employees will be paid at their base rate and are free

to use any remaining paid leave benefits (such as vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

### **SECTION 3.11 BENEFITS CONTINUATION (COBRA)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under PBL ACADEMY HIGH SCHOOL's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at PBL ACADEMY HIGH SCHOOL's group rates plus and administration fee. PBL ACADEMY HIGH SCHOOL provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under PBL ACADEMY HIGH SCHOOL's health insurance plan. The notice contains important information about the employee's rights and obligations.

### **SECTION 3.12 PROFESSIONAL DEVELOPMENT**

PBL ACADEMY HIGH SCHOOL provides its employees the resources to perform their current jobs at higher skill levels and to prepare them for additional responsibilities by providing professional development opportunities. Employees who wish to engage in professional development activities (seminars, conferences) must submit written requests to their immediate supervisors, along with all pertinent information relating to travel expense, conference fees and other costs.

Approval will be based upon budget and individual, and organizational, needs.

Professional development does not include payment for coursework in the pursuit of teacher certification.

### **SECTION 4.1 TIMEKEEPING**

Non-exempt (hourly) employees are required to complete, sign and submit a weekly time sheet recording on a daily bases hours worked, vacation and personal time taken and other forms of paid and unpaid leave. Employees completing these forms are responsible to accurately determine their time and record it. Employees should never be asked by any person to record an incorrect or inaccurate number of hours worked for any day, and if they are requested to do so, they should report the request to human resources immediately. There are no exceptions to the requirement that time records accurately reflect time worked.

### **SECTION 4.2 PAYDAYS**

All employees are paid bimonthly on the 15th and 30th days of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period as long as the employee continues to be employed by PBL ACADEMY HIGH SCHOOL.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation or may be picked up at the Administration Office.

### **SECTION 4.3 EMPLOYMENT TERMINATION**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION - voluntary employment termination initiated by an employee.

DISCHARGE/NOT REHIRED - involuntary employment termination initiated by the organization.

LAYOFF - involuntary employment termination initiated by the organization for non-disciplinary reasons.

RETIREMENT - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

PBL ACADEMY HIGH SCHOOL will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to PBL ACADEMY HIGH SCHOOL, or return of PBL ACADEMY HIGH SCHOOL owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with PBL ACADEMY HIGH SCHOOL is based on mutual consent, both the employee and PBL ACADEMY HIGH SCHOOL have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

If an employee indicates they will be returning to PBL ACADEMY HIGH SCHOOL the next school year, but during the course of summer resigns, Cobra will begin July 1<sup>st</sup> of the new Fiscal year. Employees will be liable for all medical expenses incurred since July 1st.

### **SECTION 4.4 PAY ADVANCES**

PBL ACADEMY HIGH SCHOOL does not provide pay advances on unearned wages to employees.

## **SECTION 4.5 ADMINISTRATIVE PAY CORRECTIONS**

PBL ACADEMY HIGH SCHOOL takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Principal so that corrections can be made as quickly as possible.

## **SECTION 4.6 PAY DEDUCTIONS**

The law requires that PBL ACADEMY HIGH SCHOOL make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. PBL ACADEMY HIGH SCHOOL also must deduct Social Security and Medicare taxes on each employee's earnings up to a specified limit that is called the Social Security and Medicare "wage base." PBL ACADEMY HIGH SCHOOL matches the amount of Social Security and Medicare taxes paid by each employee.

PBL ACADEMY HIGH SCHOOL offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your check or how they were calculated, the Principal can assist in having your questions answered.

## **SECTION 5.1 SAFETY**

The primary responsibility for the coordination, implementation and maintenance of our workplace safety program will be assigned by the Administration at each campus.

Each campus will have a Safety Committee consisting of the following members and kept on file: One Safety Program Coordinator, two supervisory, employee members, and three nonsupervisory employee members.

To assist in providing a safe and healthful work environment for employees, customers, and visitors, PBL ACADEMY HIGH SCHOOL has established a workplace safety program. This program is a top priority for PBL ACADEMY HIGH SCHOOL. The Principal has responsibility for implementing, administering, monitoring, and evaluating the safety programs. Its success depends on the alertness and personal commitment of all.

PBL ACADEMY HIGH SCHOOL provides information to employees about workplace safety and health issues through regular internal communication channel such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Principal. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.



Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the Principal. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Principal or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **Emergency Phone Numbers**

Safety Coordinator: School phone  
First Aid Response: 911  
Ambulance: 911

Poison Control: 911  
Fire Department: 911  
Police: 911

**OSHA CENTRAL TELPHONE NUMBER: 1-800-321-6742**

### **SECTION 5.2 WORK SCHEDULES/PLANNING TIME**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

**PLANNING TIME:** Will be scheduled only for teachers which will allow them time to plan activities and curriculum for their students.

### **SECTION 5.3 SALARY SCHEDULE**

Salaries are determined by the Board of Directors based on various factors including degree, experiences, and subject to individual negotiations. There are not guarantees of equal salary.

### **SECTION 5.4 USE OF PHONE AND MAIL SYSTEMS**

Personal use of telephones for outgoing calls, including local calls, is not permitted. Employees may be required to reimburse PBL ACADEMY HIGH SCHOOL for any charges resulting from their personal use of the telephone.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

### **SECTION 5.5 SMOKING**

In keeping with PBL ACADEMY HIGH SCHOOL's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace or vicinity.

This policy applies equally to all employees, parents, and visitors.

## **SECTION 5.6 REST AND MEAL PERIODS**

Each workday, full-time employees are provided with two rest periods. The Principal will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest period time.

All full-time employees are provided with one meal period of 30 or 60 minutes in length each workday. The Principal will schedule meal periods to accommodate operating requirements. Scheduled employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

## **SECTION 5.7 OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculation.

Failure to work assigned overtime may result in disciplinary action, up to and including possible termination of employment.

## **SECTION 5.8 USE OF EQUIPMENT**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the Principal if any equipment, machines, or tools appear to be damaged, defective, or in need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Principal can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use of operation of equipment can result in disciplinary action, up to and including termination of employment.

## **SECTION 5.9 DONATIONS TO THE SCHOOL**

All donations to the school become property of the school. This includes books, equipment or contributions. The donation should be properly recorded through the bookkeeper.

## **SECTION 5.10 EMERGENCY SCHOOL CLOSINGS**

At times, emergencies such as severe weather emergencies, fires, power failures, or hurricanes, can disrupt School operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing. When operations are officially closed due to emergency conditions, the time off from scheduled work may be paid. Employees in essential operations may be asked to

work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

## **SECTION 5.11 BUSINESS TRAVEL EXPENSES**

PBL ACADEMY HIGH SCHOOL will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Principal and Superintendent or designee.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by PBL ACADEMY HIGH SCHOOL. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- \* Airfare or train fare for travel in coach or economy class or the lowest available fare.
- \* Car rental fees, only for compact or mid-sized cars.
- \* Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- \* Taxi fares, only when there is no less expensive alternative.
- \* Mileage costs for use of personal cars, only when less expensive transportation is not available. Reimbursement is the standard state rate per mile.
- \* Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- \* Cost of meals, no more lavish than would be eaten at the employee's own expense. Three meal limit per diem.
- \* Tips not exceeding 15% of the total cost of a meal or 10% of a taxi fare.
- \* Charges for telephone calls, fax, and similar services required for business purposes.
- \* Charges for one personal telephone call each day.
- \* Charges for laundry and valet services, only on trips of five or more days. (Personal entertainment and personal care items are not reimbursed.)

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by PBL ACADEMY HIGH SCHOOL may not be used for personal use without prior approval.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within ten days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their Principal for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

## **SECTION 5.12 VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees and the facilities at PBL ACADEMY HIGH SCHOOL, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of employees are not allowed without authorization from the Principal. In cases of emergency, employees will be called to meet any visitor outside their work area.

All visitors must enter PBL ACADEMY HIGH SCHOOL at the Administration Office. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on PBL ACADEMY HIGH SCHOOL's premises, employees should immediately notify the Principal or, if necessary, direct the individual to the reception area.

## **SECTION 5.13 COMPUTER, E-MAIL, AND CELL PHONE USAGE**

Computers, computer files, the E-mail system, and software furnished to employees are PBL ACADEMY HIGH SCHOOL property intended for business use. Employees should not use a password, access a file, or retrieve and stored communication without authorization. To ensure compliance with this policy, computer and E-mail usage may be monitored.

PBL ACADEMY HIGH SCHOOL strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, PBL ACADEMY HIGH SCHOOL prohibits the use of computers and the E-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail **may not** be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

PBL ACADEMY HIGH SCHOOL purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software nor its related documentation. Unless authorized by the software developer, PBL ACADEMY HIGH SCHOOL does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. PBL ACADEMY HIGH SCHOOL prohibits the illegal duplication of software and its related documentation.

Employees should notify the Principal, the Superintendent or designee or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## **SECTION 5.13A UNACCEPTABLE USE POLICY**

The following uses of any computer that is the property of PBL ACADEMY HIGH SCHOOL (laptops included), or personal electronic devices (including cell phones) is unacceptable and may result in suspension or revocation of network privileges, and/or the employee may be subject to disciplinary action, up to and including termination of employment. Unacceptable use is defined to include, but not be limited to, the following:

- \* Violation of any provision in any of the PBL ACADEMY HIGH SCHOOL Employee Handbooks.
- \* Transmission of any material in violation of any local, state, or federal law. This includes, but is not limited to: copyrighted materials, threatening or obscene material, or material protected by trade secret.
- \* The use of profanity, obscenity or other language that may be offensive.
- \* Any form of vandalism, including but not limited to, damaging computers, computer systems, or networks, and/or disrupting the operation of the network.
- \* Copying or downloading commercial software or other material (e.g. music) in violation of federal copyright laws.
- \* Use of network for financial gain, commercial activity, or illegal activity, e.g. hacking.
- \* Use of network for political activity.
- \* Use of the network to access pornographic or obscene material.
- \* Creating and/or placing a computer virus on the network.
- \* Accessing another person's individual account without prior consent or accessing a restricted account without prior consent of the responsible administrator or teacher. The person in whose name an account is issued is responsible at all times for its proper use. Passwords should never be shared with another person and should be changed frequently.
- \* Posting illegal or inappropriate blogs or material online on social networking sites (e.g. MySpace and FaceBook) can and will be grounds for termination of employment.
- \* Any software to be installed must be approved by the Superintendent or designee.
- \* Anything on the computer becomes property of PBL ACADEMY HIGH SCHOOL (including software and data.)
- \* Once properly trained, employee is expected to utilize the software on the computer to enhance his/her job performance.
- \* Any questions regarding hardware or software shall be directed to the technology coordinator. If he/she cannot solve the problem, he/she will report to administration.
- \* Personal cell phones may only be used in the teacher resource room during planning or scheduled breaks.
- \* Personal cell phones are permitted for personal use in designated areas only and during scheduled breaks or lunch periods. Inappropriate use of cell phones, including text messaging, email, picture files, and multi-

media messages while on duty will be subject to disciplinary action, up to and including termination of employment.

#### **SECTION 5.14 WORKPLACE MONITORING**

Workplace monitoring may be conducted by PBL ACADEMY HIGH SCHOOL to ensure quality control, employee safety, security, and customer satisfaction.

Computers furnished to employees are the property of PBL ACADEMY HIGH SCHOOL. As such, computer usage and files may be monitored or accessed.

PBL ACADEMY HIGH SCHOOL may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

#### **SECTION 5.14A RUMORS AND GOSSIP**

A rumor is a piece of information or a story that has not been verified, meaning that the person telling it doesn't know if it's true or false. Rumors spread from person to person and can change slightly each time they're told, so they get more exaggerated over time. Gossip is talk that is somehow "juicy" meaning it deals with subjects that are shocking or personal. Gossip is usually about things like love and relationships, or private things that people don't talk openly about. Gossip and rumors can be a form of exclusion, they can destroy trust, and believing rumors can lead to bad choices. True or not, private is private! Employees who spread gossip or rumors will be subject to disciplinary action up to and including termination.

Employees are required to report any unconfirmed reports of rumors, gossip, or violation of the Code of Ethics Policy or Moral Turpitude Policy. Employees reported will be subject to investigation and disciplinary action up to and including termination. Knowledge of a rumor, gossip, or violation of the Code of Ethics Policy or Moral Turpitude Policy and failure to report, may result in investigation and disciplinary action up to and including termination.

Because PBL ACADEMY HIGH SCHOOL is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

#### **SECTION 6.1 MEDICAL LEAVE**

PBL ACADEMY HIGH SCHOOL provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; and continuing treatment by a health care provider.

Employees in the following employment classifications are eligible to request medical leave as described in this policy:

Regular full-time employees

Eligible employees may request medical leave only after having completed 90 calendar days of service. Exceptions to the service requirement will be considered to accommodate disabilities.

Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to PBL ACADEMY HIGH SCHOOL. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 12 weeks within any 12 month period. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, PBL ACADEMY HIGH SCHOOL will not continue to provide health insurance benefits for the full period of the approved medical leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide PBL ACADEMY HIGH SCHOOL with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to report to work promptly at the end of the medical leave, PBL ACADEMY HIGH SCHOOL will assume that the employee has resigned.

## **SECTION 6.2 PERSONAL LEAVE/LEAVE OF ABSENCE**

PBL ACADEMY HIGH SCHOOL provides leaves of absence with pay to eligible employees who must take time off from work duties to fulfill personal obligations. Employees in the following employment classifications(s) are eligible to request personal leave as described in this policy:

### **Regular full-time employees**

Eligible employees may request personal leave only after having completed ~~90~~ 120 calendar days of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from the Principal.

Personal leave may be granted for a period of up to four calendar days every school year, which will be deducted from their accrued sick leave. If no sick leave has been accrued, then the employee will not be paid for the leave. If this initial period of absence proves insufficient, consideration will be give to a written request

for a single extension of no more than 100 calendar days. With the Principal's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, PBL ACADEMY HIGH SCHOOL will not continue to provide health insurance benefits for the full period of the approved leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, PBL ACADEMY HIGH SCHOOL cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, PBL ACADEMY HIGH SCHOOL will assume the employee has resigned.

### **SECTION 6.3 EDUCATIONAL LEAVE**

PBL ACADEMY HIGH SCHOOL provides educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with PBL ACADEMY HIGH SCHOOL. Employees in the following employment classification(s) are eligible to request educational leave as described in this policy:

#### **Regular full-time employees**

Eligible employees who have completed 365 calendar days of service may request educational leave for a period of up to six months every five years. Requests will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence. Subject to the terms, conditions, and limitations of the applicable plans, PBL ACADEMY HIGH SCHOOL will not continue to provide health insurance benefits for the full period of the approved educational leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, PBL ACADEMY HIGH SCHOOL cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the end of the approved leave period, PBL ACADEMY HIGH SCHOOL will assume that the employee has resigned.

### **SECTION 6.4 MILITARY LEAVE**

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base



compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by PBL ACADEMY HIGH SCHOOL for the full term of the military leave of absence.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regular scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

## **SECTION 7.1 EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, PBL ACADEMY HIGH SCHOOL expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- \* Theft or inappropriate removal or possession of property
- \* Falsification of timekeeping records
- \* Working under the influence of alcohol or illegal drugs
- \* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- \* Fighting or threatening violence in the workplace
- \* Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- \* Insubordination or other disrespectful conduct
- \* Violation of Safety or health rules
- \* Smoking in prohibited areas
- \* Possession of dangerous or unauthorized materials, such as explosive or firearms, in the workplace
- \* Sexual or other unlawful or unwelcome harassment, excessive absenteeism or any absence without notice
- \* Unauthorized absence from work station during the workday
- \* Unauthorized use of telephones, mail system, or other employer-owned equipment
- \* Unauthorized disclosure of business "secrets" or confidential information
- \* Violation of personnel policies
- \* Unsatisfactory performance or conduct
- \* Arrest for or conviction of felony charges and some types of misdemeanor charges
- \* Inappropriate materials on campus

Employment with PBL ACADEMY HIGH SCHOOL is at the mutual consent of PBL ACADEMY HIGH SCHOOL and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **SECTION 7.2 DRUG AND ALCOHOL USE**

It is PBL ACADEMY HIGH SCHOOL's desire to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on PBL ACADEMY HIGH SCHOOL premises and while conducting business-related activities off PBL ACADEMY HIGH SCHOOL premises, no employee may use, possess distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To inform employees about important provisions of this policy, PBL ACADEMY HIGH SCHOOL has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Superintendent or designee to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may participate in a rehabilitation or treatment program through PBL ACADEMY HIGH SCHOOL's health insurance benefit coverage.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify PBL ACADEMY HIGH SCHOOL of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Superintendent or designee without fear of reprisal.

## **SECTION 7.3 SEXUAL AND OTHER UNLAWFUL HARASSMENT**

PBL ACADEMY HIGH SCHOOL is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be

inappropriate to contact that person, the employee should immediately contact the Superintendent or designee or any other member of management. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the Superintendent or designee or any member of management who will handle the matter in a timely and confidential manner.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

#### **SECTION 7.4 ATTENDANCE AND PUNCTUALITY**

To maintain a safe and productive work environment, PBL ACADEMY HIGH SCHOOL expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on PBL ACADEMY HIGH SCHOOL. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

#### **SECTION 7.5 DRESS CODE**

A higher standard of dress often encourages greater respect for yourself and others and results in a higher standard of behavior. The dress code guidelines indicate the appropriate school dress for normal school days. The Board of Directors reserves the right to interpret these guidelines and/or make changes during the course of the year. Faculty and Staff are expected to follow the letter and spirit of these guidelines.

**Hair:** Hair must be worn neat and clean with no unnatural colors. No hats, bandannas or headbands may be worn across the forehead.

**Shoes:** Shoes must be worn at all times. For safety reasons thong sandals, or any other type of toeless shoe cannot be worn.

**Blouses/shirts/sweaters:** All blouses and shirts must be tucked in. When appropriate, women may wear blouses with modest necklines or collared knit shirts. No see-through blouses or tank tops are allowed.

Clothing that exposes the torso and upper thighs are not allowed. Here are examples of clothing which may not be worn: see through garments, mini-skirts or mini-dresses, halters, backless dresses, tube tops or tank tops without over-blouses or shirts, shirts or blouses tied at the midriff, clothing not properly fastened or with tears which are indecent, and bare midriff outfits. All trousers, including oversized or low-hanging trousers, must be appropriately cinched.

#### **No denim.**

Garments such as boxer shorts which are traditionally designed as undergarments may not be worn as outer garments. Other clothing not allowed are leggings without over-blouses that reach mid-thigh, tights or hosiery, including those with lace trim, and bicycle racing attire, unless underneath dresses, skirts, or appropriate shorts. Appropriate T-shirts may be worn as outer garments.

Faculty and Staff may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are offensive, suggestive or indecent, associated with gangs, encourage use of alcohol, tobacco, and other drugs, or violence. Tattoos and/or body piercing excluding the ears must be covered.

**Attire/accessories that support discrimination on the basis of age, color, handicap, national origin, marital status, race, religion, or sex are not permitted.**

Head coverings are not allowed indoors unless it is required for safety, religious or medical reasons.

Inappropriate use of hair grooming aids is now allowed. Curlers cannot be worn. Hair grooming is restricted to the rest room.

Sunglasses cannot be worn indoors unless a doctor's authorization is on file.

Articles of clothing or jewelry that may cause injury are not allowed.

**In General:** Male faculty and staff may not wear earrings or body piercings. Women may not wear body piercing other than earrings. On casual days, faculty and staff may not wear anything immodest, grubby, or deemed inappropriate by the Administration.

**Violation:** Faculty and Staff that violates the dress code will be asked to return home and change into appropriate clothing. Consequences for violating the dress code are 3-10 days suspension and may include termination.

## **SECTION 7.6 RETURN OF PROPERTY**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All PBL ACADEMY HIGH SCHOOL property must be returned by employees on or before their last day of work. Where permitted by applicable laws, PBL ACADEMY HIGH SCHOOL may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. PBL ACADEMY HIGH SCHOOL may also take all action deemed appropriate to recover or protect its property.

## **SECTION 7.7 RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with PBL ACADEMY HIGH SCHOOL. Although advance notice is not required, PBL ACADEMY HIGH SCHOOL requests at least two weeks written resignation notice from all employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

## **SECTION 7.8 SECURITY INSPECTIONS**

PBL ACADEMY HIGH SCHOOL wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, PBL ACADEMY HIGH SCHOOL prohibits the possession, transfer, sale, or use of such materials on its premises. PBL ACADEMY HIGH SCHOOL requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of PBL ACADEMY HIGH SCHOOL. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of PBL ACADEMY HIGH SCHOOL at any time, either with or without prior notice.

PBL ACADEMY HIGH SCHOOL likewise wishes to discourage theft or unauthorized possession of the property of employees, PBL ACADEMY HIGH SCHOOL, visitors, and customers. To facilitate enforcement of this policy, PBL ACADEMY HIGH SCHOOL or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto PBL ACADEMY HIGH SCHOOL's premises.

## **SECTION 7.9 SOLICITATION**

In an effort to assure a productive and harmonious work environment, persons not employed by PBL ACADEMY HIGH SCHOOL may not solicit or distribute literature in the workplace at any time for any purpose.

PBL ACADEMY HIGH SCHOOL recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- \* Affirmative Action statement
- \* Employee announcements
- \* Internal memoranda
- \* Job openings
- \* Organization announcements
- \* Payday notice
- \* Workers' compensation insurance information
- \* State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Superintendent or designee for approval. All approved messages will be posted by the Principal.

## **SECTION 7.10 DRUG TESTING**

PBL ACADEMY HIGH SCHOOL is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety health risks. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Copies of the drug testing policy will be provided to all employees. Employees will be asked to sign an acknowledgment form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its administration should be directed to the Principal.

### **SECTION 7.11 PROGRESSIVE DISCIPLINE**

The purpose of this policy is to state PBL ACADEMY HIGH SCHOOL's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

PBL ACADEMY HIGH SCHOOL's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with PBL ACADEMY HIGH SCHOOL is based on mutual consent and both the employee and PBL ACADEMY HIGH SCHOOL have the right to terminate employment at will, with or without cause or advance notice, PBL ACADEMY HIGH SCHOOL may use progressive discipline at its discretion.

Disciplinary action may call for any of the four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may then lead to termination of employment.

PBL ACADEMY HIGH SCHOOL recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the EMPLOYEE CONDUCT AND WORK RULES policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefitting both the employee and PBL ACADEMY HIGH SCHOOL.

### **SECTION 7.12 PROBLEM RESOLUTION**

PBL ACADEMY HIGH SCHOOL is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from PBL ACADEMY HIGH SCHOOL supervisors and management.

PBL ACADEMY HIGH SCHOOL strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the PBL ACADEMY HIGH SCHOOL in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps: The employee may discontinue the procedure at any step.

1. Employee presents problem to the Principal within 15 calendar days, after incident occurs. If the Principal is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Superintendent or designee or any other member of Board.
2. Principal responds to problem during discussion or within 15 calendar days, after consulting with appropriate management, when necessary. Principal documents discussion.
3. Employee presents problem to Superintendent or designee of PBL ACADEMY HIGH SCHOOL within 15 calendar days, if problem is unresolved.
4. Principal counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Superintendent or designee for review of problem.
5. Employee presents problem to Superintendent or designee in writing.
6. Superintendent or designee reviews and considers problem. Superintendent or designee informs employee of decision within 15 calendar days, and forwards copy of written response to the Principal to be placed in the employee's file. The Superintendent or designee has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

## **SECTION 8.1 EMPLOYEE COMMUTE OPTIONS**

School recognizes that traffic congestion contributes to air pollution and energy waste. To help reduce congestion and improve air quality, PBL ACADEMY HIGH SCHOOL encourages employee commute options. Finding alternatives for driving alone to work benefits both employees and the environment.

If at all possible, walking or bicycling to work is the healthiest commute options. These options also have the greatest impact on reducing traffic and the cost of commuting. Bicycle storage racks are provided to give employees a secure and convenient place to store their bicycles.

Public transportation is a commute option that reduces traffic and air pollution. Transit riders eliminate the stress of driving and may even have time to read, sleep, or write while commuting.

Car pooling is a convenient option that saves money on commute costs, reduces the stress of driving every day in traffic, and encourages communication with co-workers.

A car pool consists of two or more individuals who share a ride to work. The number of riders may vary, the days the car pool operates may change, the drivers may rotate, and riders may share expenses. The ride sharers determine the rules. Conveniently located parking places are reserved for employees who car pool.

Contact the Principal for more information and assistance with employee commute options.

***Policy for Complying with  
The Florida Workers' Compensation Drug-Free Workplace Act***



## **I. PURPOSE**

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, this Company has established this policy on the use or abuse of alcohol and drugs by its employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs, or alcohol can impair your reflexes and judgment. For these reasons, we have adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol.

We are implementing this policy pursuant to the Drug-Free Workplace program under the Florida Workers' Compensation Act (Section 440.102, Florida Statutes). This law provides that an employee who is injured in the course and scope of his employment and who either tests positive on a drug or alcohol test or who refuses to be tested, forfeits his eligibility for Workers' Compensation medical and indemnity benefits.

This policy should not be considered as contractual in nature. It represents the Company's current position on dealing with the serious problem of drugs and alcohol in the workplace and is subject to change at the Company's sole discretion. Questions concerning this policy should be directed to the Principal.

## **II. SCOPE**

All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

## **III. DEFINITIONS**

The definitions set forth in the Florida Workers' Compensation Drug Testing Rule will apply to the terms used in this policy.

## **IV. ALCOHOL USE PROHIBITIONS**

- A. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, intoxicated, or under the influence of alcohol while at work, on duty, or while operating a Company vehicle.
- B. Off-duty abuse of alcohol which adversely affects an employee's job performance, or which can be expected to cause harm to the Company's image or relationship with other employees or the public, is prohibited.
- C. For the purpose of this policy, an employee is presumed to be impaired, intoxicated, or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a level of at least .02% g/DL blood alcohol in his/her system at the time of testing.
- D. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Company will take further action based on medical information, work history, and other relevant factors. The determination of what action is appropriate in each case rests

solely with the Company.

- E. Employees arrested for an alcohol related incident must immediately notify their supervisor if the incident occurs:

1. During scheduled working hours.
2. While operating a Company vehicle on Company or personal business.
3. While operating a personal vehicle on Company business.

Failure to notify an appropriate Company official as described above may result in disciplinary action, up to and including discharge.

## V. DRUG USE PROHIBITIONS

- A. All employees are prohibited from manufacturing, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing Company duties away from Company. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their systems while at work, and from having excessive amounts of otherwise lawful controlled substances in their systems.
- B. For the purpose of this policy, an employee is presumed to be impaired by drugs if results of a urine test or other accepted testing procedure are positive for the presence of one or more of the illegal substances for which the Company will test.
- C. The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees, or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance, or any motor functions must advise his supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Company determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job, the Company may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action, up to and including discharge. Prescription medication must be kept in its original container if such medication is taken during working hours or on Company property.
- D. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to their immediate supervisor.

## VI. TESTING

The Company shall conduct drug tests in the following circumstances:

A. Application for Employment

1. All job applicants will be tested for the presence of illegal drugs as a part of the application process.
2. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre-employment drug test will be ineligible for hire. Such an individual may not reapply for employment with the School for at least one (1) year from the date of the drug test.

B. Reasonable Suspicion

1. Employees must submit to a drug test if the School has reasonable suspicion that they have violated any of the rules set forth in this policy. "Reasonable suspicion" may arise from, among other factors:
  - a. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
  - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - c. Reports of drug use, provided by a reliable and credible source.
  - d. Evidence that an individual has tampered with a drug test during his employment with the School.
  - e. Information that an employee has caused, or contributed to, or been involved in a workplace accident.
  - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on School premises or while operating School vehicles, machinery, or equipment.
  - g. Attendance or behavioral changes.

C. Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the School's established policy or that is scheduled routinely for all members of an employment classification or group.

D. Follow-up Testing

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employer must require the employee to submit to a drug testing as a follow up to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require follow up testing. If follow up testing is required, it

must be conducted at least once a year for a two year period, after completion of the program. Advance notice of a follow up testing date MUST not be given to the employee to be tested.

E. Random Testing

1. Employees will be required to submit to drug testing on a random basis.
2. Selection of employees for random testing will be conducted through the use of a neutral selection process.
3. When an employee is selected for random testing, both the employee and the employee's supervisor will be notified on the day the test is scheduled to occur.
4. Testing may be postponed only when an employee's supervisor agrees that there is a compelling need for deferral.
5. An employee whose random drug test is deferred will be subject to an unannounced test within sixty (60) days.

F. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary by the School.

**VII. PRIOR TO TESTING**

- A. The School will test for the following drugs:

[An employer may elect to test for all of the following drug groups, or for a lesser number.]

*Alcohol (booze, drink)*

*Amphetamines (Binhetamine, Desoxyn, Dexedrine)*

*Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spliff, grass, weed, reefer)*

*Cocaine (coke, blow, nose candy, snow, flake, crack)*

*Hallucinogen*

*Phencyclidine (PCP, angel dust, hog)*

*Methaqualone*

*Opiates (opium, dover's powder, paregoric, parepectolin)*

*Barbiturates (Phenobarbital, Tuinal, Amytal)*

*Benzodiazepines (Ativan, Azene, Clonopin, Dalmone, Diozepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)*

*Synthetic Narcotics*

*Designer Drugs*

- B. Job applicants required to submit to drug testing and employees required to submit to drug and alcohol testing must sign a consent agreement prior to testing.
- C. Because of the potential adverse consequences of positive test results on employees, the School

will employ a very accurate testing program. All samples will be analyzed by a highly qualified independent laboratory which has been selected by the School and approved by the Florida Agency for Health Care Administration. (AHCA)

- D. Applicants and employees will be given an opportunity prior to and after testing to provide any information they consider relevant to the test, including listing all drugs they have taken recently, including prescribed drugs, and to explain the circumstances of the use of those drugs. Applicants and employees will also be provided with a notice of the most common medications by brand name or common name, as well as the chemical name, which may alter or affect a drug test.
- E. An employee injured at the workplace and required to be tested will be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility and transported to an approved testing laboratory.
- F. No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must release to the employer the result of any tests conducted for the purpose of showing the presence of alcohol or drugs in his or her system.
- G. Body Specimens  
Blood/Urine/Breath will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used as the initial and confirmation test for alcohol.
- H. Cost of Testing  
The School will pay the cost of initial and confirmation drug test, which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the School.

## **VIII. PROCEDURE**

- A. The Principal will coordinate all testing requests. Questions regarding this policy or requests for approval for testing should be directed to the Principal.
- B. Drug testing shall be conducted in accordance with the following procedures:
  - 1. Collection, transportation, and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The School shall use chain-of-custody procedures as established by the Agency for Health Care Administration.
  - 2. Each specimen container shall be labeled.
  - 3. Employees and applicants shall be given a form in which they may provide any information relevant they consider relevant to the test, including identification of currently or recently used prescription or non-prescription medications or other relevant medical information.

4. Tests shall be conducted by a licensed laboratory.
5. Specimens may be taken or collected by a physician, a physician assistant, a licensed practical nurse, a nurse practitioner, or certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment or a qualified person employed by a licensed laboratory.
6. Specimens yielding a positive confirmed result shall be preserved by the licensed laboratory:
  - a.) for at least 210 days after the results are mailed or otherwise delivered to the medical review officer or
  - b.) if the employee or job applicant undertakes an administrative or legal challenge to the test result, until the case or administrative appeal is settled.
  - c.) during the 180-day period after written notification of a positive test result, the employee or job applicant who provided the sample may obtain a portion of the sample for retesting by another laboratory, licensed and approved by the Agency for Health Care Administration. The cost of such testing will be paid by the employee or the applicant. The laboratory which performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain of custody during the transfer.
  - d.) within five (5) working days after receipt of a positive confirmed test result from the medical review officer, the School shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options.
  - e.) The School shall provide to the employee or applicant a copy of the test results upon request.
  - f.) within five (5) working days after receiving notice of a positive confirmed test result, the employee or job applicant may submit information to the School in order to contest the result or to explain why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the School shall provide an explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with a report of the positive test results. All such documentation shall be kept confidential and retained for one year.

C. Employee Protection

1. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.
2. The School will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.
3. The School will not discharge, discipline, refuse to hire, discriminate against, or

request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

4. The School shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program. An employee who voluntarily comes forward before being confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a School coordinating physician.
5. The School shall promptly detail in writing the circumstances which formed the basis of a determination of reasonable suspicion and shall provide this documentation to the employee upon request. The documentation shall be kept confidential and shall be retained by the School for at one (1) year.

#### **IX. DISCIPLINARY ACTION**

- A. In the case of a first-time violation of the School's policy, including a positive drug or alcohol test result, the employee will be subject to discipline, up to and including discharge. Refusal to submit to testing under this policy will result in forfeiture of eligibility for all medical and indemnity benefits and possible termination or other disciplinary action.
- B. The School may, at its sole discretion, suspend employees without pay under this policy pending the results of a drug test or investigation.
- C. Any employee having a second positive drug test during his/her employment with the School will be discharged.
- D. Employees who are not immediately terminated for testing positive or for some other violation of the policy may, at the School's sole discretion, be placed on probation and required to execute an agreement acknowledging:
  1. That they tested positive or otherwise violated the policy; and,
  2. That in exchange for the School not terminating them for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the School's coordination physician in conjunction with management; to undergo periodic unannounced screening for a set period; and be subject to termination for any future violation of the policy.
  3. Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work or continue working until they have been evaluated by a School coordinating physician in conjunction with the administration to determine if they can safely return to work.

#### **X. INVESTIGATION/SEARCHES**

- A. Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the School may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.
- B. Individuals may be requested to display personal property for visual inspection upon School request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to School premises.
- C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.
- D. Employees will be subject to discipline, up to and including discharge, for refusing to cooperate with searches or investigations.

## **XI. ARREST OR CONVICTION FOR DRUG-RELATED CRIME**

- A. If an employee is arrested for or convicted of a drug-related crime, the School will investigate the circumstance and direct the implementation of drug-testing procedure if cause is established by the investigation. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:
  - 1. During investigation, an employee may, at the School's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension or the employee may be reinstated depending upon the facts and circumstances.
  - 2. If convicted of a drug-related crime, an employee will be terminated.
  - 3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the School will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to 2 years.
  - 4. Because of the seriousness of such situations, the School reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.
- B. As a condition of employment, all personnel shall self-report in writing to the School with forty-eight (48) hours of any arrests, citations or charges involving the abuse of a child or the sale and/or possession of a controlled substance or charges involving Sexual Misconduct, Sexual Battery, Possession (includes e-mail transmissions) or Sale of Pornography Involving Minors and Sexual Relations with Students. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial.



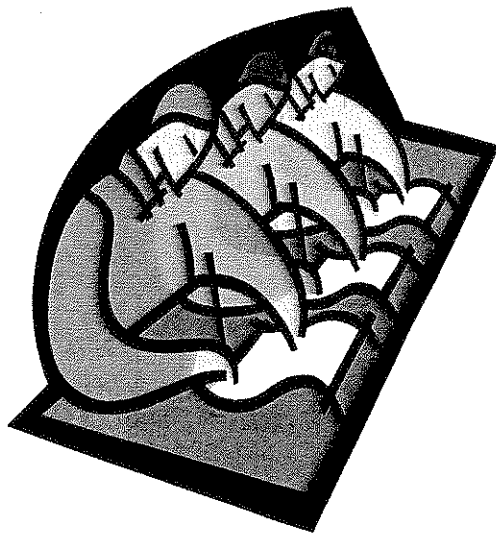
## **XII. CONFIDENTIALITY**

- A. All information received by the School through drug testing is confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except:
1. Confidential information may be released pursuant to a written consent form signed voluntarily by the person tested.
  2. Confidential information may be released if such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under Florida Statute 440.102.
  3. Confidential information may be released to a professional or occupational licensing board in a related disciplinary proceeding.
  4. The School, agents of School, or laboratories conducting drug tests may have access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to Florida Statute 440.102 or when the information is relevant to the School's defense in a civil or administrative matter.
- B. Information on drug test results shall not be released or used in any criminal proceedings against the employee or job applicant.

**Parent- Student**

**High School**

**Handbook 2011—2012**



## VISION STATEMENT

We will assist the Florida public schools in setting the standard for educational quality. The core values of honesty, respect, tolerance, fairness, self-discipline, integrity, responsibility, citizenship, work ethic, and trust will be the foundation upon which our schools will be built.

Students will take pride in their school and will respect the dedicated teachers and staff who commit their lives to education. Students will hold themselves to high standards of achievement and academic excellence. They will be grateful for the privilege of receiving an education and they will strive, to the best of their ability, to accomplish their educational goals. All students will have an equal opportunity to receive a quality education.

Parents will have the right to participate and will be encouraged and expected to get involved in their school, including the governance of their school. Parents will support the teachers and the administration of the school and will follow through at home to make certain their children live up to their school commitments and obligations. Our school will respect the diverse cultures and faiths of parents and students and our school will be a place of tolerance and understanding.

Academic standards will be high and all students will have a personal education and goal plan to ensure direction and encouragement along a path that allows them to become the best they can be. All students will be proficient in the core essentials of learning and will be prepared to be successful in their continuing education, in their chosen careers, and as productive citizens of the United States.

The faculty and staff of our school will be competent and caring professionals who will work as teams to teach, coach and motivate students to learn. They will continuously strive to increase their skills, to be proficient in the latest educational technologies and to be outstanding role models for students. The faculty and staff will be mentors and advisors to students and parents. They will be aware of the personal educational needs of each of their students. They will bear the responsibilities and live up to the high expectations of their profession and will take an active role in their communities and in their school.

The future of our country and our American way of life depends on the education of our children. In Florida, we must rise to the challenge and rebuild our public education system into a responsive institution that serves our students, our State and our Country with pride and distinction.

Parents will complete an application and sign a contract with the school. The parent contract will specify a time each day the parent will spend with their child in studies and homework. The contract will also obligate the parent for a number of volunteer hours each year for field trips, room parenting and staffing during the drop off and pick-up periods before and after school. We will receive students beginning at 7:30 a.m. to accommodate working hours and expect them to be picked up by 6:00 p.m. Our school instruction day will be 8:00 a.m. to 3:30 p.m. Parents will also provide uniforms for their children as well as lunch money or bagged lunches and snacks.

We use Core Knowledge as the basis of our curriculum and add Character First! thereto. The Core

Knowledge curriculum makes up 50% of our curriculum and incorporates Sunshine State Standards. Core Knowledge and Character First! are being used by most of the successful Charter Schools across the nation.

Our intent is to concentrate on teaching the students responsibility, ethics, morals, respect, good manners, citizenship, work ethic, and pride in the democratic process by which we live. They will learn to listen, comprehend, and to communicate verbally and in writing. It is our belief that the ability to be an effective communicator is the foundation for a successful and a productive life.

The School is a non-profit corporation dedicated to creating better public schools for Florida residents. We have a vision for Florida, based on our belief that we all want the same thing; outstanding schools. By empowering parents and teachers and by working together, we can make our schools into what we know they can be.

## SCHOOL HOURS

Teachers ..... 7:30 a.m. - 3:45 p.m.  
Special - Area Teachers ..... 8:45 a.m. - 5:15 p.m.  
Students ..... 8:00 a.m. - 3:30 p.m.  
Teacher-Associates ..... 8:45 a.m. - 5:15 p.m.  
Office Hours ..... 7:30 a.m. - 4:30 p.m.  
Breakfast ..... 7:30 a.m. - 7:55 a.m.

## SCHEDULE

7:45 a.m. - 8:00 a.m. .... Students Arrive  
8:00 a.m. .... School Begins (after this time students are considered tardy)  
10:45 a.m. - 1:10 p.m. .... Lunch  
3:30 p.m. .... Dismissal

## PARENT/SCHOOL CONTRACT

The parent(s)/guardian(s) of \_\_\_\_\_ have read and agree to abide by the following:

WHEREAS, the undersigned parent(s)/guardian(s) has made a personal decision to enroll my child(ren) at the School in order to provide my child with a unique educational opportunity;

WHEREAS, my desire and decision to enroll my child at the School is based upon my desire to become an active partner in the education of my child; and

WHEREAS, I recognize that the School is a public charter school of choice not entitlement;

NOW THEREFORE, in consideration of the foregoing;

1. As a parent of a student at the school, my commitment is to abide by the following rules and regulations adopted by the Board of Directors:
  - A. To recognize and embrace my role as having primary responsibility for the education of my child.
  - B. To attend all conferences scheduled with any member of the staff.
  - C. To participate in the Parent Volunteer Program, including volunteering 20 hours for one child and 30 hours for two or more children, at a capacity that is sensitive to the needs of the School.
  - D. To provide transportation to and from school for my child. If I am late picking up my child, I understand that I will be charged for after-school care at whatever rate is in existence at that time. If my child is continually tardy, I understand that for the benefit of my child ' s education, he/she may be required to attend a school that is more accessible for my child.
  - E. To purchase uniforms for my child from the Board approved supplier and ensure my child abides by the Dress Code of the school.
  - F. To supply a healthy lunch and a snack, either brown bagged or purchased from the School Board-approved vendor, each school day for my child.
  - G. To be responsible for timely payment of any fees accrued to my account at the School.
  - H. To participate in the School Parent Teacher Resource Group meetings which are scheduled monthly throughout the school year.
  - I. To encourage my child to abide by County Public School Code of Conduct, supplemented by the Cheetah Code of Conduct by words and deeds of my own life.

2. In order to enhance my child's academic growth, I agree to do the following:
- A. To read and use information sent home by the school to keep parents informed of the academic topics to be introduced and studied in the classroom.
  - B. To provide a suitable time and place within the home for homework.
  - C. To assist my child in obtaining and regularly using a library card at the Public Library and allow for thirty minutes of reading daily.
  - D. To limit television and video games during the week and allow more time for reading, studying and family time.
  - E. To check my child's homework folder nightly.
  - F. To encourage my child to reach his or her academic level with deep commitment and enthusiasm for learning.
  - G. I agree to have my child here on time each and every day.
  - H. I agree to pick my child up each and every day on time.

**I (We) understand that by not fulfilling my contractual obligations to the School and to my child, this will result in my child being suspended or withdrawn and referred to a regular Public School or a private school of the parent's choice as approved by the Board of Directors.**

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_

# STUDENT CODE OF CONDUCT

## The School's Code

- |                 |                    |                       |
|-----------------|--------------------|-----------------------|
| 1. Be Attentive | 7. Be Orderly      | 13. Take Initiative   |
| 2. Be Obedient  | 8. Be Forgiving    | 14. Have Self-Control |
| 3. Be Truthful  | 9. Be Sincere      | 15. Be Punctual       |
| 4. Be Grateful  | 10. Be Virtuous    | 16. Be Resourceful    |
| 5. Be Generous  | 11. Be Responsible | 17. Have Discretion   |
| 6. Be Creative  | 12. Be Tolerant    | 18. Be Patient        |

## If a Student Does Not Follow Our Code:

### Consequences

- 1<sup>st</sup> consequence** Verbal warning - If negative behavior proceeds, refer child to guidance.
- 2<sup>nd</sup> consequence** Time out / loss of privilege.\*
- 3<sup>rd</sup> consequence** Parent contacted and a referral / letter sent home - a referral / letter is sent home to make the parent aware that negative behavior has escalated past loss of privilege.
- 4<sup>th</sup> consequence** Child is sent to the Administration and the parent is called to schedule a conference regarding positive solutions to negative behavior.
- 5<sup>th</sup> consequence** In School Suspension- ISS - /disciplinary hearing with the School Board Representatives / referral sent home and filed with the School Board of County.
- 6<sup>th</sup> consequence** Out of school suspension / disciplinary hearing with the School Board Representative / referral sent home and filed with the County School Board.

**SEVERE CLAUSE** Fighting, Profanity, Disrespect or Disruptive behavior may result in immediate suspension from school (OSS). Parent will be contacted and may be called to pick up the student.

**\*Each teacher implements a school-wide behavior management system in the classroom. By the time a student exhausts the 4<sup>th</sup> consequence, he/she has had several opportunities to correct negative behavior as per the plan. Please see your child's teacher to find out the management system used.**



## VOLUNTEER SECTION

Thank you for your commitment to your child's education at The School! This section is designed to help you complete your volunteer hours with us.

The best way to ensure that you complete your hours is to start right away. The first step to completion of your hours is to write a note to your child's teacher as soon as possible to find out what he/she needs done in his/her room. We do realize that many of you work; therefore you might also want to ask your child's teacher what you can do at home to help the class.

You may also contact the Principal to discuss creative options for volunteering. Please let us know if you have a particular talent or skill that you would like to utilize. Volunteer opportunities will also be included in our school's weekly newsletter. Be sure to check your child's backpack and read the newsletter on a regular basis. Once an event is announced, there may be a limited number of volunteers required. Please be sure to sign up ahead of time in the front office to volunteer for an event. Please do not show up to volunteer for an event if you have not previously signed up and been called to confirm. We are always willing to work with you to make your volunteer hours as enjoyable and beneficial as possible. Please remember that in order for your child to be re-enrolled in School for the following school year, you must have all of your volunteer hours completed before the last day of school.

The entire School Staff looks forward to working with each and every one of you as we continue the journey through our student's education.

### Guidelines for Volunteers

1. The safety and education of students must be the main concern of volunteers while engaged in school activities.
2. Individual student's grades, records and abilities are personal and confidential information. Students have a right to confidentiality under Florida Statute 228.093 that covers:

academic work completed	family background information
standardized test scores	attendance records
health data	grades
interest inventory reports	teacher or counselor ratings and observations
reports of serious or recurrent behavior patterns	
3. Students may not be given medication by volunteers.
4. Volunteers will not contact parents regarding student performance or behavior.

5. Classroom supervision and student discipline are the responsibilities of the teacher and school.
6. Permission for a student to leave the classroom must always be given by the teacher.
7. Volunteers are required to sign in and out.
8. For identification, volunteers are required to wear a name badge when helping with school activities.
9. Volunteers will be assigned only to staff members requesting assistance.
10. Punctuality and reliability are expected since teachers plan for volunteer assistance.
11. Comparing and criticizing teachers and students is not acceptable volunteer behavior.
12. Volunteers should be in good physical and mental health.
13. Volunteers are expected to be well-groomed and dressed appropriately.
14. Volunteers should set a good example for students by their manner, appearance, and behavior.
15. Volunteers should receive a receipt reflecting the amount of hours as well as a description of the work performed prior to leaving the office.

### **What School Volunteers Do**

School volunteers work with teachers who request them to:

**EXTEND** the teacher's teaching time -

- read stories
- assist in labs
- answer questions
- check student work
- create learning centers
- tutor in math and reading
- use audio-visual equipment
- find materials for classroom use
- help older children with research
- reinforce skills by providing extra drill
- work with non-English-speaking children
- play spelling, phonics language, math games
- assist child with make up work and missed tests

**ENRICH** the learning environment

dramatize stories  
assist with art projects  
make educational games  
help children choose books  
assist with creative writing  
tape record children's stories  
help children use video cameras  
type and reproduce class newspapers  
record books for students who have reading difficulties

**EXPAND** the resources of the school

display special collections  
explore career opportunities  
add expert resources in special classes  
give performances or demonstrations in the arts  
show slides and comment on experiences in other cultures

**ENLIST** the community as partner with the school

provide a two-way bridge between school and community  
enable taxpayers to know school problems and successes  
stimulate understanding and support of all school programs

**ANSWERS TO QUESTIONS REGARDING SCHOOL VOLUNTEER HOURS**

1. **Do I have to do all of my hours?** Yes, you do. If all of your hours are not complete, your child will not be allowed to enroll for the following school year.
2. **By when must my hours be complete?** Your hours must be completed by the last day of school. Half of your volunteer hours should be completed by winter break. Volunteer hours completed over the summer will count for the next school year.
3. **Who can complete my volunteer hours for me?** Anyone with the following relation to a School student may complete the 20 hours of service for that child: Mother, Father, Sister, Brother, Aunt, Uncle, or Grandparent. Please Note: Siblings volunteering must be 18 years or older and not currently attending a public school. Who ever is volunteering must make sure that the appropriate paperwork is filled out and signed in order to get credit.
4. **Do I have to take time off of work to come in during school hours and volunteer?** No, you do not. There are many activities that count as volunteer time that can be done at home or after school hours. Please contact your child's teacher or the principal for suggestions.

5. **What does count for volunteer time?** If you ever have a question, please call the campus office. The following activities have been approved for volunteer hours:

- \* Working at a Festival
- \* Making phone calls for teachers
- \* Helping out with before and/or after care
- \* Chaperoning field trips
- \* Attending PTRG, or SIT/SAC meetings
- \* Helping out in classrooms
- \* Helping out in the front office
- \* Cafeteria duty (Always Needed!!)
- \* Recording TV shows from Public Television that can be shown in School
- \* Setting up for special events (i.e. Fall Festival, Kindergarten Graduation, Field Day, International Festival, etc.)
- \* Classroom preparation (i.e. cutting things out, organizing materials)
- \* Reading to a large or small group of children
- \* Speaking to a group of children (i.e. on Career Day)
- \* Copying materials for teachers

Please read newsletters and notes sent home throughout the year for announcements of special volunteer times, such as festivals, field day and graduation.

6. **Is there any time that I spend at school that does not count as volunteer hours?** Yes, the following activities do not count as volunteer time:

- \* Parent/Teacher conference
- \* Attending a PTRG function or School festival, but not working

7. **If I am an employee of the School, do I still have to complete my volunteer hours?** Yes, you do! Although your child knows that you are at his/her school on a daily basis, he/she does not interact with you daily as you have a specific job to do.

8. **Can I do something that was not requested (i.e. create material for class) and then get volunteer time for it?** No, you must get approval before doing volunteer hours. If there is something that you would like to do for a class and feel that it is worthy of volunteer time, simply ask your child's teacher if it will count. Remember, let us know if you have a particular skill or capability to help out (Example: If you have a truck you may be able to help us transport items).

9. **If I have already volunteered for my 20 or 30 hours, can I still volunteer?** By all means, please do! We encourage volunteerism throughout the year and hope that all of our families spend countless hours with their children in the classroom. The hours, however, do not carry over to the following year.

10. **May I bring my other children with me when I do my volunteer hours?** For safety and practical reasons, we request that you not bring any other children with you while you are doing your volunteer hours. Please make your child care arrangements accordingly before your scheduled volunteer time.
11. **How do I prove that I have completed my volunteer hours?** Upon completion of a volunteer activity, make sure you receive the yellow copy of the volunteer hour receipt signed by an employee. If you are working on campus during school hours, you must sign in and out in the office and have hours approved and signed off by the teacher whom you assisted.

## **WHAT TO DO IF.....**

### **A Child is Injured:**

If a child should receive an injury while under your care, do not attempt to administer any type of aid. No matter how minor the injury is, you should immediately notify the teacher or a staff member.

### **A Child Becomes Ill:**

If a child complains of not feeling well, you should notify the teacher immediately. You should never administer any form of medicine to the child.

### **You Are Injured:**

Should you become injured while performing the duties of your job, notify the school office immediately. The office staff will assist you and ask you to fill out the proper accident forms.

### **You Are Asked to Take the Class Alone:**

Because you are not a paid School employee, you are not legally permitted to supervise a class alone. Consequently, if the teacher must leave the room, arrangements should be made to have a paid staff member present.

### **Someone Asks to See a Child:**

If a person who is not a member of the school staff should ask to speak to or take a child, you must direct that individual to the teacher. Under no circumstances should you grant such a request.

### **Someone Asks You How a Child is Doing:**

As it becomes known that you are working in the school, you will likely be asked questions concerning specific children. If a parent or friend inquires about the child's progress, you should say, "I enjoy working with your child and I'm sure if you schedule an appointment, the teacher

would be happy to talk with you."

### **Working Parents Can Help Too!**

These suggestions are only a beginning. More volunteer roles for working parents will develop as teachers and volunteers work together.

- \* Serve on a weekend beautification project; painting, landscaping, etc.
- \* Help build a green house for science projects in the evenings or on weekends.
- \* Write thank you notes to teachers and administrators during American Education Week.

### **DROP OFF PROCEDURES**

Parents are to drop off their child at the designated gate entrance. Please do not drop your child off before 7:45 and leave them unattended. The designated gate will remain open until 8:00 a.m. Students arriving after 8:00 a.m. will be marked tardy by the teacher. Students who arrive after 8:00 a.m. must be brought to the office and signed in late.

### **PICK UP PROCEDURES**

**Dismissal is at 3:00 p.m.**

1. Please use the **designated** entrance to pick up your **child and any siblings**.

**Please Note: Rainy day procedures will be determined by campus.**

### **ATTENDANCE POLICY**

When your child will be absent from school, please call the school office and leave a message that morning to report the absence and reason for absence. If you do not call in to report the absence within 48 hours, your child will receive an "unexcused absence". You must call in each day your child is out. You will receive a letter once your child receives 3 unexcused absences. Please note four tardies will equal one unexcused absence. A child will be considered tardy if he comes to school after 8:00 a.m. Research has shown that there is a strong correlation between attendance and achievement in school. Therefore, our attendance policy will be strictly enforced in accordance with County Truancy Regulations. Please do your best to get your child to school on time every day!

### **EARLY DISMISSAL**

If you need to pick up your child during school hours, you must do so through the office. You will be required to sign an Early Dismissal Log at which time we will call your child to come to the office. We encourage parents to schedule doctor appointments after school hours in order to minimize disruption to the classroom. **You may not sign your child out after 2:30 p.m.**

## COMMITTEES

School encourages parents to participate in the different committees that are available to them. In order to participate, parents have to apply to be on the committee and then attend the meetings. There are two committees on which parents may sit:

- \* **School Improvement Team (SIT)/School Advisory Council (SAC)** - This committee meets once a month and is responsible for assisting the Principal in making various decisions regarding different aspects of the school 's functioning. It is also in charge of long-range academic and capital planning.

## ASSESSMENT

Your child is assessed in a variety of ways as he/she progresses through School. One form of assessment is standardized tests. We test twice a year. The first time is in the fall to get a baseline score. Then we test in the spring so that we can assess your child 's growth and progress. All students in our school are tested. We also administer all county and state standardized tests (MRT, FCAT & SAT).

Another form of assessment is reading inventories. We give each child in our school a reading inventory to see what level he/she is reading at. This helps us assign them to the correct level of reading group as well as to tailor the curriculum to meet their needs.

Portfolios are another form of assessment. Each student in School has a portfolio on service learning projects which consists of work accumulated throughout the year. Portfolios are sent home with the final report card.

## STUDENT AWARDS

Additionally, at the end of each quarter School will hold an Honor Roll Assembly. There may also be special awards given out such as art and music awards. Students will be placed on the honor roll if they receive "A 's" in academic areas.

## RETENTION

At the end of the school year, the decision may be made for a child to be retained for the following year. This decision is made by the Principal, Superintendent, Teacher and any other relevant parties. The parents are always informed of the decision in the form of a formal conference.

## SCHOOL PICTURES AND YEARBOOKS

School pictures are taken at least twice a year. Information is sent home for you to fill out and return if you wish to order the pictures. In the spring, we also take class pictures which can also be ordered. Yearbooks are sold in the spring. Information will be sent home regarding yearbook sales.

## LOST AND FOUND

In order to avoid problems before they occur, we ask that you label everything that belongs to your child. We also request that you do not send valuable items (e.g. jewelry, family heirlooms) to school with your child. Please write a note to your child's teacher first and then to the front office if your child is missing something.

## SCHOOL LUNCHES

Children may bring their lunch from home or purchase a school lunch daily. If you would like to eat lunch with your child, you are encouraged to do so, simply sign in at the front office to receive a visitor's tag. Students may not be removed from the campus for lunch. We encourage healthy eating habits, so please limit the sugar intake in your child's lunch. There are to be no cans of soda, no carbonated drinks and no glass bottles in school. School lunches will be provided and can be purchased weekly or monthly. If a student forgets his/her lunch, we will notify the parent and request that a lunch be provided. If needed, we will allow the student to charge a hot lunch. The student will not be allowed another charge until the previous charge has been paid. Students in this situation will be provided with a lunch for a fee to be determined. **No child will be denied a lunch.**

**Lunch money is collected at lunchtime daily or can be paid in advance**

## FEES

Any fees accrued **must** be turned in to the front office. If writing a check, please make it out to please indicate what the fee is for in the memo portion of the check. If you ever have any questions about your account, please call the front office.

## SCHOOL SUPPLIES

Each teacher will distribute a list of the necessary school supplies for the class. The list can also be found on the web site; [www.charterschool.com](http://www.charterschool.com). Some items will be used for the entire community and some may be for your particular child. Please make sure that your child is prepared for class each day.

## TEACHER CONFERENCES

All parents should meet with their child's teacher 3 times during the school year, September, November and April. We encourage you to have conferences more often as effective communication is one of the cornerstones of education.

## COMMUNITY AGENCIES

We are currently looking to form partnerships with the community agencies.



## COMMUNICATION

You can contact the Main Office during the hours of 8:00 a.m.-4:30 p.m. Our Voice Mail system can be reached at any time throughout the day or night. Through this system, you can call your child in absent, contact the after care program, leave a message for anyone on our staff including your child's teacher. Please feel free to use this number whenever you feel it is necessary as teachers and other staff members check their messages regularly. Another great communication tool is the Principal's Newsletter sent out regularly with upcoming events and announcements. **Please remember to check your child's backpack daily for letters and bulletins announcing upcoming events.**

## IMMUNIZATIONS

Please make sure that all of your child's immunizations are kept up to date. Children entering Kindergarten - 2<sup>nd</sup> grade must have their Hepatitis B immunization upon entering school. Keep in mind that even if your child is not in Kindergarten this year, he/she must have his/her Hepatitis B immunization by seventh grade.

## HOMEWORK POLICY

To be determined by the classroom teacher.

## STUDENT ACCIDENTS

Any student injured at school will be sent to the office. The parents will be contacted by the teacher or staff member in charge. All student accidents will be reported to the Principal and a STUDENT ACCIDENT REPORT completed.

## MAKE-UP WORK

The student and the teacher shall work together to make up any missed assignments, tests, homework, etc., whether for excused or unexcused absences, up to the specified absence limit. Immediately upon return to school from an absence, the student shall be given the number of days missed plus one additional day to submit the make-up work for full credit.

## FIELD TRIPS

The School Board believes that field trips, both in and out of the county, can be an integral part of the learning process in many areas of education. For purposes of this policy, a field trip shall be defined as an approved trip away from a school site.

## WITHDRAWALS

A Withdrawal Slip is necessary when a child leaves school during the school year. It will be signed by the classroom teacher and the Principal. The teacher will put the reading and math levels on the withdrawal form. Be sure that all school property has been turned in by the child before he or she leaves the school.

## REPORT CARDS

Report cards will go home every quarter. The chief purposes of this report are:

- \* to help parents understand the child's progress in relation to the school's objectives;
- \* to help parents share in planning for future progress;
- \* to help the child grow through an evaluation of his habits, attitudes, and achievements.

## ILL CHILDREN

**Sick children belong at home so they can recuperate and not spread their illness to others!** Children who become ill or injured will be escorted to the office. A pass must be filled out properly each time a child is sent to the office. The student will bring two copies back to class; one for their file and one to go home with them. Children are allowed to lie down in the office for fifteen (15) minutes. **If a longer rest period is necessary, the parents will be called to pick up the child.**

## MEDICATIONS

All medications must be administered through the office. The proper paperwork must be completed and the office is responsible to schedule and administer all medications. Neither aspirin nor non-aspirin pain reliever are not allowed without a doctor's note. **We do not supply any non-prescription medication.** If your child needs to take any medication during school hours, please completely fill out the Medical Authorization form signed by the prescribing physician and return it to our office to be placed in your child's health folder. All prescription containers must be current and match the authorized prescription. No over the counter drugs can be administered by anyone on staff.

## EMERGENCY PLAN

*We ask that you please take a moment to review the seriousness of these drills with your child.*

### Fire Drill

During a fire drill, all classes will take the primary route indicated on the room Evacuation Chart. Students will walk silently in a single file line out of the room and at least sixty feet (30 steps) away from the building.

Under ordinary circumstances, all doors and windows should be closed by the last one to leave the room. Do not lock your doors so that the fire crews have access. The lights and **air conditioning should be turned off.** In case of an emergency, the teacher may use his/her discretion as to whether the lights may be turned off.

Fire drills are required by State Law at least once each quarter. School feels that the students and staff need to be prepared, so our drills are practiced monthly. Students and staff **MUST** exit the

building upon a fire alarm signal, with the exception of the Administrative staff. No student or staff member should return to the building until the all clear signal is given. All students and staff should re-enter the building without talking in case of verbal directions are needed to exit the building again.

### **Bomb Threat/Serious Threat or Endangerment**

Turn off radios! No exceptions. **Radio transmissions can activate devices.** Upon receipt of a bomb threat or other threatening situation requiring evacuation of the school building, and evacuation signal will be issued. The signal will be the fire alarm signal. All students and staff members, with the exception of the Administrative staff, **MUST** evacuate the building immediately using the Fire Drill Plan unless otherwise specified over the walkie-talkie system. Upon leaving the classroom, please scan the room for any objects that are out of the ordinary. Do not touch or rearrange anything in the classroom, especially suspicious items such as bags or packages. 911 will be called by the Administrative staff and the Bomb Squad will be sent to investigate. The Principal or site designee will meet in the office to begin the search pattern. A staff member may volunteer to assist with the search, but is not required to do so. If no foreign object is found, students and staff will remain outside the building until the Bomb Squad permits access back into the building. No student or staff member should re-enter the building until the all clear signal is given.

### **Tornado (Hurricane) Drill**

A tornado warning will be given verbally over the walkie-talkie system or by a message carrier. All students and teachers are to enter the south entrance of Fellowship Hall and crouch on the floor with their arms covering their heads. If there is imminent danger, the teacher should instruct the pupils to lie face down, draw their knees up under their body and cover the back of their heads with their hands or a book. The pupils should take protective cover under a desk and away from windows or glass if at all possible. Those who cannot get under their desk will crouch at an interior wall with their heads covered.

### **Serious Incident**

Should a situation occur where student/staff safety is concerned, an announcement will be made over the walkie-talkie. Make sure you are on channel one. The announcement will say, "We are in Lock Down Mode, remain inside until further notice."

At that time, all staff should remain in the rooms where they are located and the teacher should immediately lock all classroom doors. All students and personnel should crouch on the floor away from all windows. When there is no longer an emergency, the following announcement will be made over the intercom system, "Teachers and Students, the emergency situation at our school has been taken care of and you may resume your normal routine."

### **Bio-hazardous Threat**

In the event that there is danger concerning our school where bio-hazardous material is concerned, all students are to evacuate their classrooms and go to a designated area (Appendix C). All air

conditioning units are to be turned off immediately. In the event that the danger is imminent, remain in classrooms, ensuring that all doors are sealed shut as well as all windows.

### **Emergency Evacuation**

In the event that we are faced with a dangerous situation that requires students and personnel to be removed from campus, an evacuation route is in place. A walkie-talkie announcement will be made by Administration stating that there is an incident threatening our school, and to immediately follow emergency evacuation procedures. ALL students and faculty will leave their classrooms, and proceed in an orderly fashion toward the designated location. This event is not practiced, so it's imperative that all students are aware of procedures.

## **Responsibilities for ALL Staff Members During Emergency Drills/Situations**

All staff members,

It is imperative that all personnel is prepared should an emergency situation occur. Be aware of all drill and evacuation procedures! Know contingency plan! Please review the attached addendum to our handbook.

### **Teachers**

Have available at all times a pile/bag consisting of grade-book, emergency contact phone numbers, class list, radio, report cards, personal belongings, and any other essential documents. Make sure that if your class is in a special area that you immediately go to your students and escort them to the appropriate place. Cell phones will be a necessity!

### **Teacher Assistants**

If you have any students, escort them to the rest of the class. Follow safety procedures and make sure that all students are safely conducting themselves to their evacuation route. Stay near a radio and grab all personal belongings.

### **Special Area Teachers**

After the teacher relieves you from their class, assist all students to the appropriate evacuation site. (Staff will be assigned at each campus.) Ensure that you have your radios and grade books. Grab all personal belongings.

### **Office Staff**

Everyone will have a responsibility. Staff will be assigned to assist with the following items: Green boxes of Emergency Contact Forms, all important staff information such as emergency contact numbers, ensure that all files are locked, air is off, and doors are shut or locked depending on situation. Also, make sure that all radios are taken with you. Don't forget to take all of your personal belongings.

### **Security**

Ensure that ALL gates are unlocked and unobstructed. Make sure that there are no cars or service vehicles parked so that walking traffic cannot get by. Go around to all classrooms, turn off air conditioning systems, lock all doors, and turn off lights. Make sure that the fire alarm is activated and working properly.

## GRIEVANCE PROCEDURES FOR PARENTS

If parents disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure.

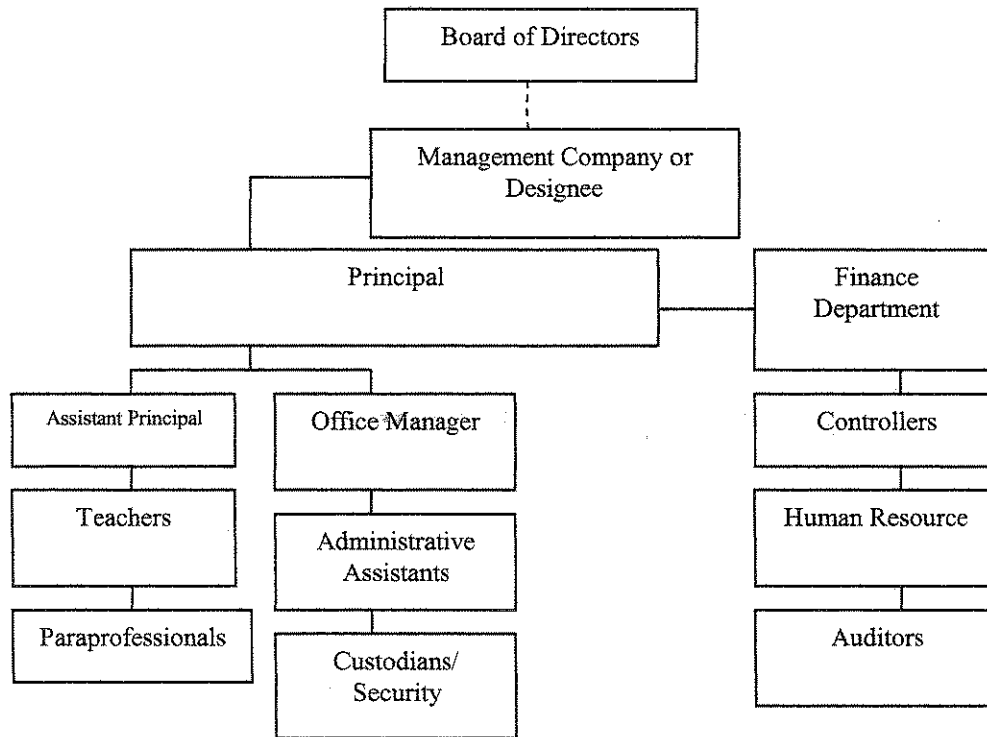
If a situation occurs when parents believe that a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The parent may discontinue the procedure at any step.

- \* Parent presents problem to the Principal, in writing, within 5 school days after incident occurs. If the Principal is unavailable or the parent believes it would be inappropriate to contact the Principal, parent may present problem to the Superintendent or designee, or any other member of the Board.
- \* Principal responds to problem during discussion or within 5 school days, after consulting with appropriate management when necessary. Principal documents decision.
- \* Parent presents problem to the Superintendent or designee of School, in writing, within 5 school days, if problem is unresolved.
- \* The Superintendent or designee reviews and considers problem. The Superintendent or designee and Principal decide whether the problem can be resolved at the school level or requires a Board decision. The Superintendent or designee informs parent of decision within 5 school days.

Parents may also, at any time, request to have an item placed on the Board agenda. This is done by putting the request in writing to the Superintendent at least 24 hours before a Board meeting.

Not every problem can be resolved to everyone's total satisfaction, but only through discussion and understanding of mutual problems can parents and educators develop confidence in each other. This confidence is important to keep the home-school partnership strong.

# The School Organizational Chart



## **GLOSSARY/DEFINITIONS (To help you with parent-teacher conferences)**

1. **Discipline** - A set of rules that develops self control and orderliness in students by providing logical consequences for both appropriate and inappropriate behavior; the goal being a safe and orderly education for **ALL STUDENTS**.
2. **Dialog** - (a noun used as a verb) Talk.
3. **Entrepreneurial model for whole-school reform** - A charter school that is run by the school district, rather than a private group. (Charter schools are public schools run by private individuals, groups or municipalities).
4. **ESE** - Exceptional Student Education. ESE has its own large sub-dialect of terms, including EBD (emotional or behavioral disabilities), LD (learning disabled) and gifted.
5. **ESOL** – English Speakers of Other Languages
6. **Family and consumer sciences** - Home economics
7. **FISH** - Florida Inventory of School Houses, or how many students in the state says a school can hold.
8. **FTE** - Full-time equivalence (one student, or several parts of students that add up to one whole student, used to determine how much money the state gives a school district.)
9. **Funded** - Paid for
10. **IEP** - Individualized Education Plan. Under federal law, all ESE students are entitled to an IEP.
11. **INPUT RICH PROCESS** - Many stakeholders gave their opinions on something.
12. **OUTCOME BASED EDUCATION** - Teaching to the test.
13. **RELOCATABLES** - Portable classrooms.
14. **RESPECT** - To be courteous to those around you, to show consideration.\*
15. **SCHOOL CENTER** - School.
16. **STAKEHOLDER** - A person who has a vital interest in something; one of the people who provides input to the input-rich process.
17. **TDE** - Temporary duty elsewhere. For teachers, a conference; for students, a field trip.
18. **UNFUNDED MANDATE** - The state or federal government orders the school district to do something, but does not give them any money to do it.



19. **ZERO BUDGET IMPACT** - It doesn't cost anything
20. **ATTENTIVENESS** - Showing the worth of a person by giving full concentration to his or her words.\*
21. **OBEDIENCE** - Cheerfully carrying out the directions and wishes of those who are responsible for me.\*
22. **TRUTHFULNESS** - Earning future trust by accurately reporting past facts.\*
23. **DISRESPECT** - To be rude or discourteous to another person, talking back or arguing with another.
24. **CONSEQUENCES** - A result of one's actions.
25. **LUNCH DETENTION** - Eating in the lunchroom or office with no peer interaction.
26. **ADMINISTRATIVE DETENTION** - Being detained from 3:00-4:00 or 4:00 to 5:00 p.m. in the office.
27. **TEACHER DETENTION** - Being detained with teacher (time to be determined by teacher).
28. **OSS - OUT-OF-SCHOOL SUSPENSION** - To take away the privilege of attending school for a certain number of days, outside the school. Class work missed during OSS may not be made up for credit.
29. **ISS - In-School-Suspension** - To take away the privilege of attending classes; remains in school and may get credit for work completed during ISS.
30. **POSSESSION** - Ownership, to carry on you as if you owned it, to have in your control.
31. **SEVERE CLAUSE** - Extremely disruptive behavior results in immediate removal from class to the principal's office.

\*Definitions taken from *Character First!* (Character Education Series)

## **UNIFORM GUIDELINES**

**If your child is out of uniform, we will call you to bring in the appropriate uniform.** Please prepare for the cooler weather with an approved School sweat shirt or cardigan.

### **Green for Jeans**

On certain days specified by the Principal, students may opt out of wearing their school uniforms and wear jeans. The jeans must be plain and to the ankles. Jean shorts, skirts and skorts are **not** acceptable. Uniform shirts **must** be worn with the jeans.

**PBL Academy**  
**PARENT/SCHOOL CONTRACT**  
**School Year 2011-2012**

The parent(s)/guardian(s) of \_\_\_\_\_ has read and agrees to abide by the following:

WHEREAS, the undersigned parent(s)/guardian(s) has made a personal decision to enroll my child(ren) at the PBL Academy in order to provide my child with a unique educational opportunity;

WHEREAS, my desire and decision to enroll my child at the Lakeland PBL Academy is based upon my desire to become an active partner in the education of my child; and

WHEREAS, I recognize that the PBL Academy is a public charter school of choice not entitlement;

NOW THEREFORE, in consideration of the foregoing;

As a parent of a student at the PBL Academy , my commitment is to abide by the following rules and regulations adopted by the Board of Directors:

- A. To recognize and embrace my role as having primary responsibility for the education of my child.
- B. To attend all conferences scheduled with any member of the PBL Academy .
- C. To participate in the Parent Volunteer Program, including volunteering 20 hours for one child and 30 hours for two or more children, at a capacity that is sensitive to the needs of the School.
- D. To provide transportation to and from school for my child. If I am late picking up my child, I understand that I will be charged for after-school care at whatever rate is in existence at that time. If my child is continually tardy, I understand that for the benefit of my child' s education, he/she may be required to attend a school that is more accessible for my child.
- E. To purchase uniforms for my child from the PBL Academy Board approved supplier and ensure my child abides by the Dress Code of the PBL Academy.
- F. To supply a healthy lunch and a snack, either brown bagged or purchased from the PBL Academy Board-approved vendor, each school day for my child.
- G. To be responsible for timely payment of any fees accrued to my account at the PBL Academy .

H. To participate in the PBL Academy Parent Teacher Resource Group meetings which are scheduled monthly throughout the school year.

I. To encourage my child to abide by Broward County Public School Code of Conduct, supplemented by the PBL Academy Code of Conduct by words and deeds of my own life.

2. In order to enhance my child's academic growth, I agree to do the following:

A. To read and use information sent home by the school to keep parents informed of the academic topics to be introduced and studied in the classroom.

B. To provide a suitable time and place within the home for homework.

C. To assist my child in obtaining and regularly using a library card at the Public Library and allow for thirty minutes of reading daily.

D. To limit television and video games during the week and allow more time for reading, studying and family time.

E. To check my child's homework folder nightly.

F. To encourage my child to reach his or her academic level with deep commitment and enthusiasm for learning.

G. I agree to have my child here on time each and every day.

H. I agree to pick my child up each and every day on time.

**I (We) understand that by not fulfilling my contractual obligations to the School and to my child, this will result in my child being suspended or withdrawn and referred to a regular Public School or a private school of the parent's choice as approved by the PBL Academy Board of Directors.**

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

ARTICLES OF INCORPORATION  
OF  
KAIZEN EDUCATION FOUNDATION

ARTICLE I  
*Name*

The name of the corporation is Kaizen Education Foundation (“the Corporation”).

ARTICLE II  
*Purpose and Character of Affairs*

The Corporation is organized and shall be operated for charitable, educational, scientific, and literary purposes within the meaning of I.R.C. 501(c)(3). These purposes shall include, but not be limited to, the encouragement of educational excellence through the (i) support, operation and/or development of charter schools and/or charter school related programs and projects and (ii) provision of supplemental educational services. In these articles, the term “I.R.C.” means the Internal Revenue Code and references to provisions thereof are to such provisions as they are from time to time amended and to corresponding provisions of the future United States Internal Revenue Law. Except as otherwise provided in these Articles, the Corporation also may transact any and all lawful business for which nonprofit corporations may be organized under the laws of Arizona, as amended from time to time.

ARTICLE III  
*Activities and Restrictions*

Section 1. No dividends, liquidating dividends, or distributions shall be declared or paid by the Corporation to any individual or officer or director of the Corporation.

Section 2. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, unless by appropriate election a greater part is permitted without jeopardizing the Corporation’s exemption under I.R.C. 501(c)(3). The Corporation shall neither participate in, nor intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office, including the publishing or distribution of any statements.

Section 3. No part of the net earnings or net income of the Corporation shall inure to the benefit of any private individual or officer or director of the Corporation; provided, however, that reimbursement for reasonable expenses incurred, which are necessary to carrying out the exempt purposes of the Corporation.

Section 4. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under L.R.C. § 501(c)(3) or by a Corporation contributions to which are deductible under L.R.C. § 170(c)(2).

Section 5. Whenever the Corporation is a private foundation as defined in L.R.C. Section 509(a), the income of the Corporation shall be distributed at such time and in such manner as not to subject it to tax under L.R.C. § 4942 and the Corporation shall not engage in any act of self-dealing, or retain any excess business holdings, or make any taxable expenditures as defined in L.R.C. §§ 4941(d), 4943(c) and 4945(d), respectively, or make any investments in such manner as to subject it to tax under L.R.C. § 4944; or make any indemnification which would give rise to a penalty excise tax under L.R.C. Chapter 42. Notwithstanding the restrictions imposed by this Section, if the Code is amended to remove the requirement, that any and all of such restriction be complied with by private foundations, then those of the foregoing restrictions which no longer apply will be deemed deleted and will have no further force or effect.

#### **ARTICLE IV** *Members*

The Corporation shall have no members.

#### **ARTICLE V** *Board of Directors*

Section 1. The affairs of the Corporation shall be managed by its Board of Directors, which shall consist of such number of persons as shall be fixed by the Bylaws from time to time, but shall not be less than the number of directors required by the ANCA. The terms of office, qualifications and method of election of the directors shall be as specified in the Bylaws.

Section 2. The number of directors constituting the initial Board of Directors shall be one (1). The name and address of the initial director is:

Theodore C. Frederick  
Suite 150  
7878 N. 16<sup>th</sup> Street  
Phoenix, AZ 85020

#### **ARTICLE VI** *Incorporator*

The name and address of the incorporator is:

Theodore C. Frederick  
Suite 150  
7878 N. 16<sup>th</sup> Street  
Phoenix, AZ 85020

**ARTICLE VII**  
*Amendment*

These Articles of Incorporation may be amended by the directors of the Corporation by vote of a majority of the number of directors in office at the time that the amendment is adopted, provided that no amendment shall substantially change the purposes of the Corporation.

**ARTICLE VIII**  
*Dissolution*

In the event of the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation exclusively to one or more organizations then described in I.R.C. § 170(c)(2), 501(c)(3), 2055(a)(2) and 2522(a)(2) having purposes substantially similar to those of the Corporation (except that no private foundation as defined by I.R.C. § 509(a) shall be a recipient) or to one or more units or agencies of federal, state or local government to be used exclusively for public purposes, as the Board of Directors shall determine. Any of such assets not so distributed shall be distributed to one or more of such organizations as determined by the Superior Court of the county in which the principal office of the Corporation is then located.

**ARTICLE IX**  
*Statutory Agent*

The name and street address of the statutory agent of the Corporation is:

Theodore C. Frederick  
Suite 150  
7878 N. 16<sup>th</sup> Street  
Phoenix, AZ 85020

**ARTICLE X**  
*Director Liability*

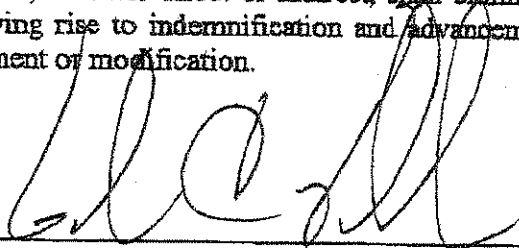
To the fullest extent permitted by the ANCA as the same exist or may be hereafter amended, no director of the Corporation shall be liable to the Corporation for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or failure to act of a director of the Corporation occurring prior to such repeal, amendment or modification.

**ARTICLE XI**  
*Indemnification*

To the fullest extent permitted by the ANCA as the same exist or may be hereafter amended, the Corporation shall indemnify and advance expenses to any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or

agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity. The foregoing indemnification and advancement of expenses shall be mandatory in all circumstances in which the same are permitted by law. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any matter giving rise to indemnification and advancement of expenses occurring prior to such repeal, amendment or modification.

DATED: June 20, 2008



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Theodore C. Fredrick  
Its: Incorporator



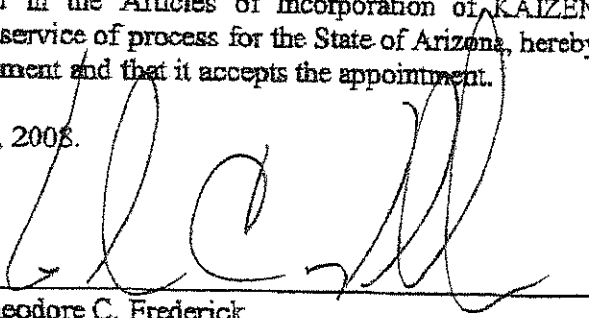
CONSENT OF STATUTORY AGENT

OF

KAIZEN EDUCATION FOUNDATION

The undersigned, having been named in the Articles of Incorporation of KAIZEN EDUCATION FOUNDATION as its agent for service of process for the State of Arizona, hereby confirms that it has been notified of the appointment and that it accepts the appointment.

DATED: June 20, 2008.



Theodore C. Frederick  
Suite 150  
7878 N. 16<sup>th</sup> Street  
Phoenix, AZ 85020

NONPROFIT  
CERTIFICATE OF DISCLOSURE  
Pursuant to A.R.S. § 10-3202 (D)

KAIZEN EDUCATION FOUNDATION  
EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
    - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
    - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
    - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes \_\_\_\_\_ No

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

- C. Has any person serving as an officer, director, trustee or incorporator of the corporation, served in any such capacity in any other corporation in any jurisdiction on the bankruptcy, receivership, charter revocation, administrative dissolution or judicial dissolution of the other corporation?

Yes \_\_\_\_\_ No

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
  - (a) Was incorporated.
  - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is JUNE 30

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY Theodore C. FREDERICK DATE 6/23/2008 BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE DIRECTOR, INCORPORATOR TITLE \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

**DOMESTIC CORPORATIONS:** ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE.  
(If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty (60) days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

**FOREIGN CORPORATIONS:** MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

**Application for Recognition of Exemption  
 Under Section 501(c)(3) of the Internal Revenue Code**

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at [www.irs.gov](http://www.irs.gov) for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

**Part I Identification of Applicant**

<b>1</b> Full name of organization (exactly as it appears in your <b>organizing document</b> )		<b>2</b> c/o Name (if applicable)	
KAIZEN EDUCATION FOUNDATION			
<b>3</b> Mailing address (Number and street) (see instructions)	Room/Suite	<b>4</b> Employer Identification Number (EIN)	
7878 N. 16th STREET	150	80-0197489	
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 - 12)	
PHOENIX, AZ 85020-4470		06	
<b>6</b> Primary contact (officer, director, trustee, or <b>authorized representative</b> )		<b>b</b> Phone: 602.943.4456	
a Name: THEODORE C. FREDERICK		<b>c</b> Fax: (optional) 602.277.4900	
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative. <span style="float:right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>			
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role. <span style="float:right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>			
<b>9a</b> Organization's website:			
<b>b</b> Organization's email: (optional)			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ. <span style="float:right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>			
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) 06 / 20 / 2008			
<b>12</b> Were you formed under the laws of a foreign country? If "Yes," state the country. <span style="float:right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>			

**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.  Yes  No
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.  Yes  No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.  Yes  No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.  Yes  No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust.  Yes  No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.  Yes  No

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Pg 1, Article II, Para 1
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. PAGE 3, ARTICLE VIII, PARA 1
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ARIZONA

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
THEODORE C. FREDERICK	DIRECTOR, INCORPORATOR	7878 N. 16TH STREET, STE 150 PHOENIX, AZ 85020	NONE

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
NONE			

c List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
NONE			

The following "Yes" or "No" questions relate to past, present, or planned relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No
- b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.  Yes  No
- c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No

- 3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.  Yes  No

4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

- a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?  Yes  No
- b Do you or will you approve compensation arrangements in advance of paying compensation?  Yes  No
- c Do you or will you document in writing the date and terms of approved compensation arrangements?  Yes  No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?  Yes  No
- e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source?  Yes  No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

- 5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.  Yes  No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?

**Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No

- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases.  Yes  No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.  Yes  No

- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.  Yes  No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at **arm's length**.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.  Yes  No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.  Yes  No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.  Yes  No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.  Yes  No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.  Yes  No

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.  Yes  No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.  Yes  No

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain.  Yes  No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.  Yes  No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.  Yes  No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data.  Yes  No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such arrangements.  Yes  No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

**Part VIII Your Specific Activities (Continued)**

- 4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)  Yes  No
- mail solicitations
  - email solicitations
  - personal solicitations
  - vehicle, boat, plane, or similar donations
  - foundation grant solicitations
  - phone solicitations
  - accept donations on your website
  - receive donations from another organization's website
  - government grant solicitations
  - Other

Attach a description of each fundraising program.

- b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.  Yes  No
- c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.  Yes  No
- d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.
- e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.  Yes  No

5 Are you **affiliated** with a governmental unit? If "Yes," explain.  Yes  No

6a Do you or will you engage in **economic development**? If "Yes," describe your program.  Yes  No

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.  Yes  No

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.  Yes  No

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.  Yes  No

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10.  Yes  No

b Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  Yes  No

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  Yes  No

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k).  Yes  No

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.  Yes  No



**Part VIII Your Specific Activities (Continued)**

- 11 Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.  Yes  No
- 
- 12a Do you or will you operate in a **foreign country** or **countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.  Yes  No
- b Name the foreign countries and regions within the countries in which you operate.
- c Describe your operations in each country and region in which you operate.
- d Describe how your operations in each country and region further your exempt purposes.
- 
- 13a Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.  Yes  No
- b Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.  Yes  No
- d Identify each recipient organization and any **relationship** between you and the recipient organization.
- e Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f Describe your selection process, including whether you do any of the following:
- (i) Do you require an application form? If "Yes," attach a copy of the form.  Yes  No
- (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.  Yes  No
- g Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.  Yes  No
- b Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.  Yes  No
- d Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.  Yes  No
- e Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.  Yes  No
- f Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.  Yes  No

**Part VIII** Your Specific Activities (Continued)

- 15 Do you have a **close connection** with any organizations? If "Yes," explain.  Yes  No
- 16 Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain.  Yes  No
- 17 Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain.  Yes  No
- 18 Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain.  Yes  No
- 19 Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.  Yes  No
- 20 Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C.  Yes  No
- 21 Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F.  Yes  No
- 22 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H.  Yes  No

**Note:** Private foundations may use Schedule H to request advance approval of individual grant procedures.

**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

**A. Statement of Revenues and Expenses**

	Type of revenue or expense	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) Current tax year From 7/1/08 To 6/30/09	(b) From To	(c) From To	(d) From To	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	0				0
	2 Membership fees received	0				0
	3 Gross investment income	0				0
	4 Net unrelated business income	0				0
	5 Taxes levied for your benefit	0				0
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0				0
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)	0				0
	8 Total of lines 1 through 7	0				0
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0				0
	10 Total of lines 8 and 9	0				0
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	0				0
	12 Unusual grants	0				0
	13 Total Revenue Add lines 10 through 12	0				0
Expenses	14 Fundraising expenses	0				
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0				
	16 Disbursements to or for the benefit of members (attach an itemized list)	0				
	17 Compensation of officers, directors, and trustees	0				
	18 Other salaries and wages	0				
	19 Interest expense	0				
	20 Occupancy (rent, utilities, etc.)	0				
	21 Depreciation and depletion	0				
	22 Professional fees	0				
	23 Any expense not otherwise classified, such as program services (attach itemized list)	0				
	24 Total Expenses Add lines 14 through 23	0				

**Part IX Financial Data (Continued)**

**B. Balance Sheet (for your most recently completed tax year)**

Year End:

Assets		(Whole dollars)
1	Cash	0
2	Accounts receivable, net	
3	Inventories	
4	Bonds and notes receivable (attach an itemized list)	
5	Corporate stocks (attach an itemized list)	
6	Loans receivable (attach an itemized list)	
7	Other investments (attach an itemized list)	
8	Depreciable and depletable assets (attach an itemized list)	
9	Land	
10	Other assets (attach an itemized list)	
11	<b>Total Assets (add lines 1 through 10)</b>	
Liabilities		
12	Accounts payable	
13	Contributions, gifts, grants, etc. payable	
14	Mortgages and notes payable (attach an itemized list)	
15	Other liabilities (attach an itemized list)	
16	<b>Total Liabilities (add lines 12 through 15)</b>	0
Fund Balances or Net Assets		
17	<b>Total fund balances or net assets</b>	0
18	<b>Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)</b>	
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.  Yes  No
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix E, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.  Yes  No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.  Yes  No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?  Yes  No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.  
The organization is not a private foundation because it is:
  - a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
  - b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.
  - c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
  - d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

**Part X Public Charity Status (Continued)**

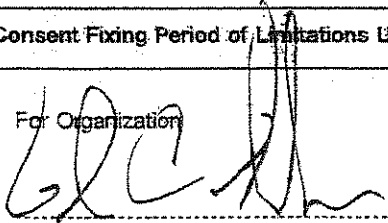
- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

**6** If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

  
 (Signature of Officer, Director, Trustee, or other authorized official)

**THEODORE C. FREDERICK**

(Type or print name of signer)

**Director**

(Type or print title or authority of signer)

**07/21/2008**

(Date)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. \_\_\_\_\_
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.  Yes  No

**Part XI User Fee Information**

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000?  Yes  No  
If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).  
If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$750 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here

(Signature of Officer, Director, Trustee, or other authorized official)

THEODORE C. FREDERICK

(Type or print name of signer)

07/21/2008

(Date)

Director

(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

# **BYLAWS**

**KAIZEN EDUCATION FOUNDATION**

**June 20, 2008**

**BYLAWS  
OF  
KAIZEN EDUCATION FOUNDATION**

**June 20, 2008**

**ARTICLE I  
OFFICES, CORPORATE SEAL**

**Section 1.1 Registered Office.** The registered office of the Corporation in Arizona shall be that set forth in the Articles of Incorporation, or in a resolution of the Directors filed with the Secretary of State changing the registered office.

**Section 1.2 Other Offices.** The Corporation may have such other offices, within or without the State of Arizona, as the Directors shall from time to time determine.

**ARTICLE II  
MEMBERS**

**Section 2.1 Members.** This Corporation shall have no members. All corporate actions shall be approved by the Board of Directors as provided in these Bylaws. All rights which would otherwise rest in the members shall rest in the Directors.

**Section 2.2 General Powers.** The property, affairs and business of the Corporation shall be managed by the Directors.

**ARTICLE III  
PROPERTY**

**Section 3.1 Property.** No Director shall have any right, title or interest in or to the property of the Corporation.

**ARTICLE IV  
BOARD OF DIRECTORS**

**Section 4.1 Number, Qualification, and Term of Office.** The number of Directors shall be at least three (3) but no more than seven (7), however, the minimum number of Directors may be increased to any number, by amendment of these bylaws. New and/or replacement Board members may be added at any time by a simple majority vote of the whole Board of Directors. Nominations of new and replacement Board members will be accepted from any Board member. All Directors shall be elected by those remaining duly qualified Directors. The terms of office shall be two (2) year term for each Director. There will be no limit on the number of terms a Director may serve.

**Section 4.2 Composition of the Board of Directors.** The composition of the Board of Directors shall be elected from corporations, businesses, organizations, institutions, and



individuals with an interest in Charter Schools and charter school education as well as other freedom of choice in education concepts. No single corporation, organization, business, or institution will ever be represented in such a manner as to create a majority and/or controlling voting interest on the Board of Directors of the Corporation.

**Section 4.3 Resignation.** Any Director of the Corporation may resign at any time by giving written notice to the President of the Board or to the Secretary of the Corporation. The resignation of any Director shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 4.4 Removal of Directors.** Any Director may be removed for any reason or no reason at any time. Removal shall be by a vote of a majority of the whole number of Directors of the Corporation at a special meeting of the Directors called for that purpose, except that the Director to be removed may not participate in such vote. Written notice stating the place, date, hour, and purpose of any special meeting called for the purpose of removing one or more Directors must be delivered to all Directors as provided in Section 5.3. The vacancy in the Board of Directors caused by any such removal shall be filled in the manner specified in Section 4.1 hereof.

**Section 4.5 Vacancies.** Any vacancy in the Board of Directors caused by death, resignation, disqualification removal, or any other cause, shall be filled by a majority vote of the whole Board of Directors

**Section 4.6 Compensation.** No member of the Board of Directors shall be compensated for such member's services to the Corporation as a Director.

**Section 4.7 Salary—Corporate Board.** No salary shall be paid to Directors of the Corporation for their services, but by resolution of the Corporate Board, a fixed reasonable sum for expenses of attendance, if any, may be allowed for attendance at such regular or special meetings of the Board; provided, however, nothing herein contained shall be construed or interpreted to prevent serving as a Director of the Corporation from also serving as an officer or employee of the Corporation and receiving a salary or other compensation for that position.

**Section 4.8 Committees—Corporate Board.** The Corporate Board, by resolution adopted by a majority of the entire Board present at a duly-authorized meeting, may from time to time designate from among its members an executive committee, and may also designate from among its members and non-members such other committees as the Corporate Board may deem desirable, each consisting of two (2) or more members, with such powers and authority (to the extent permitted by law) as may be provided in such a resolution. Each such committee shall serve at the pleasure of the Board and, if required, shall comply with applicable Arizona Open Meeting Laws, A.R.S 38-431 et seq. or such other laws of any state in which the Corporation is qualified to conduct business. At the discretion of the Board, committee members may be compensated reasonable sum for their time and expenses.

## ARTICLE V MEETINGS AND QUORUM

**Section 5.1 Place of Meeting.** The Board of Directors may hold its meetings at such place or places, with or without the State of Arizona, as it may choose.

**Section 5.2 Annual Meeting; Notice.** As soon as practical after the beginning of each new fiscal year, as defined in Section 11.3, the annual meeting of the Corporation shall be held. Notice of the annual meeting shall be given in writing to the Board of Directors not less than (10) days prior to said meeting date and may be delivered personally, or mailed to each Director at his or her address or by telegram or electronic facsimile transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage fully prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given by electronic facsimile transmission, such notice shall be deemed to be delivered when entered into a facsimile machine programmed to transmit to the last known facsimile machine number or Email of the intended recipient and no notice is received that such transmission was not received as intended. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting.

**Section 5.3 Special Meetings; Notice.** Notice of any special meeting of the Board of Directors shall be given by or at the direction of the President or a quorum of the Directors at least ten (10) days previous thereto by written notice delivered personally, or mailed to each Director at his or her address or by telegram, electronic transmission. Notice of any special meeting shall state the purpose or purposes for which the meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage fully prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given by electronic transmission, such notice shall be deemed to be delivered when entered into a facsimile machine programmed to transmit to the last known facsimile machine number or Email of the intended recipient and no notice is received that such transmission was not received as intended. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 5.4 Electronic Meetings.** A Director may participate in any meeting of Directors by a conference telephone, video conference, or similar communication equipment by which all persons participating in the meeting may hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting if applicable law provides.

**Section 5.5 Quorum and Manner of Acting.** Except as otherwise provided by statute or by these Bylaws, a simple majority of the Directors shall be required to constitute a quorum for the transaction of business at any meeting, and the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn any meeting until a quorum be had. Notice of any such adjourned meeting need not be given.

## ARTICLE VI OFFICERS

**Section 6.1** Number. The officers of the Corporation shall be a President of the Board, Secretary, Treasurer, and other officers as may be elected by the Board of Directors.

**Section 6.2** Election, Term of Office, and Qualifications. Officers may be elected annually by the Directors of the Corporation at the annual meeting or at a special meeting called for that purpose. Each officer shall hold office for a period of two (2) years and until his or her successor shall have been duly elected and qualified, or until his or her death, or until he or she shall resign, or until he or she shall have been removed in the manner hereinafter provided. There shall be no limit on the number of terms any officer may serve. A person may hold more than one office in the Corporation, and may concurrently serve as an officer and a director.

**Section 6.3** Resignations. Any officer may resign at any time by giving written notice of his or her resignation to the Board of Directors, to the President of the Board or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.4** Election and Removal. Any officer elected by the Board of Directors may be removed at any time for any reason or no reason by the Board. Removal shall be by a vote of a majority of the whole number of Directors of the Corporation at a special meeting of the Directors called for that purpose. Written notice stating the place, date, hour, and purpose of any special meeting called for the purpose of removing one or more officers must be delivered to all Directors as provided in Section 5.3 hereto. The presence or absence of the affected officer at this meeting shall be at the discretion of the Directors.

**Section 6.5** Vacancies. A vacancy in any office because of death, resignation, disqualification, removal, or any other cause, shall be filled by a majority vote of the whole Board of Directors and the officer so elected shall hold office for the remaining term of that office or until his or her successor shall be duly elected and qualified by the remaining Directors.

**Section 6.6** President of the Board. The President of the Board shall assume all duties normally associated with that office. The President, shall, when present, preside at all meetings of the Directors. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

**Section 6.7** Secretary. The Secretary or designee shall see that the proceedings of the meetings of the Board of Directors are kept. The Secretary shall when directed to do so, notify the Directors of all meetings, and perform such other duties as may from time to time be prescribed by the Board of Directors or by the President of the Board and, in general shall perform all duties incident to the Office of the Secretary. The Secretary shall cause to be kept all corporate documents of the Corporation.

**Section 6.8 Treasurer.** The Treasurer shall be the principal accounting and financial officer of the Corporation. The Treasurer shall cause to be kept accurate accounts of all moneys of the Corporation received or disbursed. The Treasurer shall cause the deposit of all moneys, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as a majority of the whole Board of Directors, by resolution, shall from time to time designate. The Treasurer shall cause to be submitted to the President of the Board and the Directors, whichever required, a report of all transactions, and the financial condition of the Corporation, and shall perform such other duties as may from time to time be prescribed by the Board of Directors or by the President of the Board, and, in general, shall perform all duties incident to the office of the Treasurer.

**Section 6.9 Other Officers.** The Corporation may have such other officers and agents as may be deemed necessary by the Board of Directors, who shall be elected in such manner, have such duties and hold their offices for such terms as may be determined by resolution of the Board of Directors.

## ARTICLE VII ELECTIONS

**Section 7.1 Election Procedure.** Replacement and/or new Directors shall be elected at any meeting the Directors deem appropriate. Officers may be elected at any meeting as determined by a majority of the Board of Directors.

**Section 7.2 Directors.** Nominations to fill Director vacancies or Director additions may come from any Board member. A vote of a majority of the whole of the Directors shall be required to elect Directors. The list of candidates shall be presented to all duly qualified Directors prior to the meeting at which directors are to be elected. Nominations from the floor shall be allowed.

**Section 7.3 Officers.** Each Director shall be provided with a slate of officers prior to the meeting at which officers are to be elected. A vote of a majority of the whole of the Directors shall be required to elect officers. Nominations from the floor shall be allowed.

## ARTICLE VIII ADVISORY BOARD

The Board of Directors may establish an Advisory Board which shall have such duties and responsibilities as are granted to it by the Board of Directors. The Advisory Board shall at all times be subject to the direction of the President of the Board of Directors. The actions of the Advisory Board, if established, shall be governed by an advisory board charter, which the Board of Directors shall approve and adopt, and annually review and amend as required in the Board's sole discretion. Except as set forth herein, the requirements for membership on the Advisory Board will be as set forth in the Advisory Board charter. Each Advisory Board member will serve in an advisory capacity only. Membership on the Advisory Board does not carry or impute the status of a director, officer, fiduciary, or employee of the Corporation. A member of the Advisory Board will not, by virtue of holding that position, have any express or implied

authority to act on behalf of the Corporation, or be deemed to hold any of the duties and responsibilities of a director, officer, fiduciary, or employee of the Corporation.

## ARTICLE IX FISCAL AGENTS

This Corporation may designate such fiscal agents, investment advisors and custodians as the Board of Directors may select by resolution. The Board of Directors may at any time and for any reason or no reason discontinue the use of the services of any such fiscal agent, investment advisor, or custodian.

## ARTICLE X FIDUCIARY RESPONSIBILITY

It shall be the policy of this Corporation that the Board of Directors shall assume and discharge fiduciary responsibility with respect to all funds held or administered by this Corporation.

## ARTICLE XI BOOKS OF RECORD, AUDIT, FISCAL YEAR, BOND

**Section 11.1 Books and Records.** The Board of Directors of this Corporation shall cause to be kept:

- (1) records of all proceedings of the Board of Directors, and Committees thereof; and
- (2) all financial statements of this Corporation; and
- (3) Articles of Incorporation and Bylaws of this Corporation and all amendments thereto and restatements thereof; and
- (4) such other records and books of account as shall be necessary and appropriate to the conduct of the corporate business through the Secretary of the Board; and
- (5) all records of the Corporation shall be open for Director inspection at any reasonable time.

**Section 11.2 Audit and Publication.** The Board of Directors may cause the records and books of account of this Corporation to be reviewed (or, only to the extent required by law, audited) at least once in each fiscal year in such a manner as may be deemed necessary or appropriate, and also shall make such inquiry as the Board of Directors deems necessary or advisable into the condition of all trusts and funds held by any Director, agent, or custodian for the benefit of this Corporation, and shall retain such person or firm for such purposes as it may deem appropriate. Not later than six (6) months after the close of each fiscal year of this Corporation, a financial statement for the immediate preceding fiscal year shall be provided by any person or firm designated by the Board for its review.

**Section 11.3 Fiscal Year.** The fiscal year of the Corporation shall end on June 30 of each year.

**ARTICLE XII  
WAIVER OF NOTICE**

Whenever any notice is required to be given by these Bylaws or any of the corporate laws of the State of Arizona, such notice may be waived in writing, signed by the person or persons entitled to said notice, whether before, at, or after the time stated therein, or before, at, or after the meeting.

**ARTICLE XIII  
INDEMNIFICATION**

**Section 13.1 Liability.** The liability of the existing and former directors or officers to the corporation shall be eliminated to the fullest extent permitted by Section 10-3202.B.1 of the Arizona Nonprofit Corporation Act or any successor provision. If the Arizona Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the liability of its directors and officers, the liability of the existing and former directors or officers of the corporation shall be eliminated or limited to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as amended. Any repeal or modification of this Section 13.1 shall not adversely affect any right or protection of the existing and former directors or officers of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification. The provisions of this Section 13.1 shall not be deemed to limit or preclude indemnification of the existing and former directors or officers by the corporation for any liability of the existing and former directors or officers which has not been eliminated by the provisions of this Section 13.1.

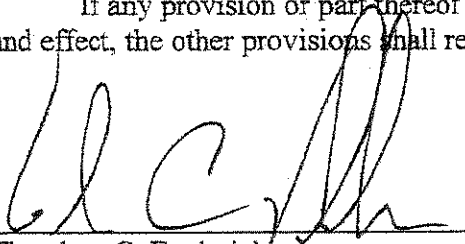
**Section 13.2 Indemnification.** The Corporation shall indemnify any and all of its existing and former directors and officers to the fullest extent permitted by Section 10-3202.B.2 of the Arizona Nonprofit Corporation Act or any successor provision. If the Arizona Nonprofit Corporation Act is amended to authorize corporate action broadening the corporation's ability to indemnify its directors and officers, the corporation shall indemnify its existing and former directors and officers to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as amended. Any repeal or modification of this Section 13.02 shall not adversely affect any right or protection of any existing or former trustee or officer of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

**ARTICLE XIV  
AMENDMENTS**

The Board of Directors may amend this Corporation's Articles of Incorporation, as heretofore or hereafter from time to time amended or restated, and these Bylaws as from time to time amended or restated, to include or omit any provision which could be lawfully included or omitted: Any number of amendments, or an entire revision or restatement of the Articles of Incorporation or Bylaws, may be voted upon at a single meeting of the Board of Directors and be adopted at such meeting a quorum being present, upon receiving the affirmative vote of a majority of the whole number of Directors. Any proposed amendments shall be presented to the Directors not less than thirty (30) days prior to the meeting when Board action is to be taken unless the whole number of Directors agree to waive such notice in writing or by voice vote.

**ARTICLE XV  
SEVERABILITY CLAUSE**

If any provision or part thereof of these Bylaws is declared invalid and of no further force and effect, the other provisions shall remain in full force and effect.



Theodore C. Frederick  
Director, Kaizen Education Foundation

# BRIAN T. GILLON

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## EXECUTIVE PROFILE

**Senior Healthcare Executive.** Extensive record of accomplishments in the Healthcare Industry as an executive officer of Publicly Traded and Private Equity sponsored corporations. Outstanding results and broad experience in driving growth through Marketing initiatives, Opportunity Analysis, Strategic Planning, Sales Management and Mergers and Acquisitions. Comprehensive expertise in financial, legal and regulatory aspects of capital raising, corporate finance and M&A transactions with demonstrated abilities to successfully negotiate, structure and close transactions in a complex regulatory environment. A highly motivated and disciplined leader with strong inter-personal, planning and organizational skills that optimize all aspects of growth strategies, including concept development, implementation and execution. Key Strengths Include:

- Sales, Marketing & Business Development
- Growth Strategies/Mergers & Acquisitions
- Capital Markets Experience
- Leadership and Talent Management
- Strategic Planning & Implementation
- SEC Registration & Reporting

## PROFESSIONAL EXPERIENCE

**HEALTHCARE DEVELOPMENT STRATEGIES – Ft. Lauderdale, Florida**  
Founder and President

**2009 - Present**

Founder of a healthcare consulting firm that advises clients in the assessment, development and implementation of growth strategies for providers and investors in the healthcare services sector. Representative engagements include: advising physician groups with respect to facility and third party payor contracting strategies; advising a national wound care center management company with respect to development and implementation of an employed physician staffing model for their multi-state clinical operations; and assisting several nationally renowned Private Equity firms with financial, operational and regulatory review and analysis of investment opportunities in the healthcare information technology and outsourced physician and ancillary clinical staffing sectors.

**SHERIDAN HEALTHCARE, INC. - Sunrise, Florida**  
Senior Vice President, Corporate Development

**2007 – 2009**

Senior Executive and member of Leadership Team of a Private Equity sponsored physician services organization with annual revenues of \$560 million and over 1,200 employed clinicians providing anesthesiology, radiology, neonatology and emergency medicine services in 16 states. Managed the overall growth and development initiatives of the Company, including identification and evaluation of merger and acquisition targets as well as securing new hospital contracts. Key achievements include:

- Identified and pursued key acquisition targets in multiple states through national market research and contacts with established provider organizations and their advisers;
- Developed a strategic branding and marketing plan resulting in significant revisions to Company's website, marketing materials and advertising strategy;
- Implemented departmental reorganization with revised job roles and reporting structure, including hiring and development of regionally-based sales teams.



**SOUND INPATIENT PHYSICIANS, INC. - Tacoma, Washington**  
Co-Founder and Executive Vice President; Director

2003 – 2007

Co-founder of this Private Equity sponsored entity (f/k/a Excelsis Healthcare, Inc.) that was formed to create a leading business organization in the rapidly expanding, highly fragmented Hospitalist sector. Successfully acquired 3 Hospitalist provider organizations, resulting in a company with annual revenues of \$80 million, 250+ employed physicians and operations in 6 states. Key achievements include:

- Developed and implemented the Company's corporate structure and overall growth strategy;
- Successfully negotiated and secured a \$50 million equity capital commitment from a leading private equity firm;
- Negotiated, structured and closed the acquisition of 3 Hospitalist provider organizations;
- Led integration of the assets and operations of the three acquired entities, including development of revised organizational structure and operational processes and procedures.

**MEDNAX, INC. (NYSE: MD) - Sunrise, Florida**

1996 – 2003

Executive Vice President, Corporate Development and General Counsel

(2001 – 2003)

Vice President, Business Development

(2000)

Director, Business Development

(1996 – 1999)

As Executive Vice President of MEDNAX (f/k/a Pediatrix Medical Group (NYSE: PDX)), managed the development activities and legal affairs of the nation's largest provider of outsourced physician services. Managed both the Business Development and Legal departments; served as a member of the Executive Committee; Compliance Committee and the Medical Board.

**Corporate Development.** Evaluated and pursued new business and internal growth opportunities, including mergers and acquisitions, joint ventures and financing activities. Managed all aspects of the Company's acquisition program, including negotiation of the valuation, structure and overall terms of acquisitions. Key achievements include:

- Successfully negotiated, structured and closed 56 individual practice acquisitions with purchase prices ranging from \$350K to \$17 million, including a "roll-up" acquisition of five physician practices that established a subsidiary corporation (Obstetrix Medical Group) and a new line of business, perinatal physician services;
- Key member of the executive team that managed the acquisition and subsequent integration of Company's principal competitor, Magella Healthcare Corporation, in a \$190 million stock-for-stock merger;
- Managed a \$5 million private placement of Obstetrix common stock and a subsequent tender offer repurchase of same.

**Legal Affairs.** Managed the overall legal affairs of the Company and advised Executive Committee and Board of Directors on the development and implementation of a comprehensive health care regulatory compliance program, as well as matters of general corporate governance and structure, including public disclosure and reporting obligations. Supervised in-house legal staff and outside counsel with respect to contractual arrangements and litigation matters. Key achievements include:

- Managed the formation of a foreign-domiciled, "captive" insurance company to cover professional liability insurance risk for Company's 600+ practicing physicians;
- Enhanced the control over the assets and operations of the Company's affiliated, non-subsidary corporations through modifications to the ownership and corporate structure of these affiliates;
- Led the negotiation of favorable settlements of 5 state Medicaid investigations and a Federal securities class action lawsuit.

Misty L. Simpson

Permanent Address:

Education:

May 2006-present

Bellarmino University  
University  
Masters in Business Administration  
candidate  
GPA-3.6

August 2002-May 2006

McWhorter School of Pharmacy  
Samford University  
Doctor of Pharmacy  
GPA-3.5

August 1999-May 2002

University of Tennessee  
Knoxville, TN  
Bachelor of Arts in Audiology and  
Speech Pathology  
GPA-3.48

May 1995-May 1998

Gallatin High School  
Gallatin, TN

Work Experience:

March 2009-present

Humana Inc.  
Pharmacy Operations Manager-  
Florida Region  
Supervisor: Dr. Terry Smith (VP and  
CMO)

January 2007-March 2009

Humana Inc.  
Medicare Market Segment  
Strategic Consultant  
Supervisor:  
Betsy Warren PharmD.

July 2007-December 2007	Humana Inc. Clinical Pharmacy Advisor Supervisor: Fred Brownfield Rph,
July 2006-July 2007	Humana Inc. Pharmacy Resident Supervisor: Jane Stacy PharmD.
March 2006-present	CVS Pharmacy Pharmacist Supervisor: TC Trial PharmD.
March 2005-May 2006	Managed Care Institute Pharmacy Intern Supervisor: Dr. Tim Covington
July 2004-March 2006	Walgreen's Pharmacy Inverness, AL Pharmacy Intern Supervisor: Melissa Cartwright PharmD.
August 2000-July 2004	CVS Pharmacy Pharmacy Technician Supervisor: David Gadd PharmD.
June 2001-July 2002	Children's Hospital of East Tennessee Knoxville, TN IV technician Supervisor: Kevin Troyer PharmD.

**Residency Practice Experiences:**

August 2006	Medication Evaluation and Decision Support Preceptor: Jamie Nash PharmD. -presented poster at ASHP on Humana's MEDS team -counseled high risk members on their medications in an attempt to improve healthcare outcomes
September 2006	Medication Therapy Management Preceptor: Rob McMahan PharmD.

-presented Medication Therapy Management overview at KSHP clinical pearl session  
-helped with the development of MTM in a long term care setting

October 2006

Specialty  
Preceptor: Debra Meyer PharmD.,  
Cheri Elmore PharmD.  
-created poster for Humana provider health fair in Chicago, IL  
-analyzed data for Humana's hemophilic population

November 2006

Clinical and Contracting  
Preceptor: Jay McKnight PharmD. and Steven Hyde PharmD.  
-implementation of several new generic strategies  
-creating numerous drug policy  
-responsible for answering drug information questions  
-help with the creation of the 2007 MYB

December 2006

Humana's Clinical Pharmacy Review Department  
Preceptor: Scott Greenwell PharmD.  
-review and evaluate prior authorization, maximum dispensing limits, step therapy edits and tier exceptions claims

January 2007

Humana's Clinical Pharmacy Review Department II  
Preceptor: Scott Greenwell PharmD.  
-continuation of Part I

February 2007

Clinical/Pipeline  
Preceptor: Jay McKnight and Steven Hyde PharmD.  
-creating drug list for Medicare and commercial changes  
-financial modeling of changes

-creating and reviewing drug list for MYB and various programs  
-creation of new formulary

March 2008

Sales  
Preceptor: Jane Stacy  
-working with various clients on drug list changes/options  
-answering RFP's  
-attended numerous sales and marketing trend presentations

April 2008

Contracting  
Preceptor: Dan Vanderpoel/Dan Renick  
-worked with analytics creating various contract modeling scenarios  
-participated in numerous rebate/contract discussions with numerous drug manufactures.  
-conducted numerous comparative analysis

**Licensure/Certifications:**

October 2007

Ohio State Board of Pharmacy  
Licensed Pharmacist

August 2007

Sullivan University  
Clinical Assistant Professor of Pharmacy Practice Department of Clinical and Administrative Science

July 2007

Teaching Certification from the University of Kentucky

June 2006

Kentucky State Board of Pharmacy  
Licensed Pharmacist

June 2006

Alabama State Board of Pharmacy  
Licensed Pharmacist

May 2005

American Red Cross CPR certification

**YAILEN ACUNA JULIA**

**Mathematics and Science Coach/Elementary School Teacher**

**OBJECTIVE:** *To become an active member of an entity dedicated to provide quality education, the enrichment of students and the betterment our community.*

**SKILLS**

- ♦ *Sensitive to the needs of children as individuals*
- ♦ *Effective communicator with ability to impart information in a clear, understandable manner*
- ♦ *Ability to perform a multitude of tasks during the course of the workday*
- ♦ *Experience in meeting the public and dealing with other people in a courteous manner*

**CREDENTIALS**

*Educational Technology Certification; Florida Teacher Certification (Grades 1-6); IPEGS Trainer; Gradebook Manager/Trainer; META Endorsed; CRISS Trained; Clinical Supervision requirements completed*

**EDUCATION**

*Masters of Science in Educational Computing and Technology Programs, May 2005*

*GPA: 4.0; Magna Cum Laude*

*Barry University, Miami Shores, FL*

*Bachelor of Science in Elementary Education, December 1998*

*Barry University, Miami Shores, FL*

♦ *GPA: 3.81; Dean's List*

♦ *Kappa Delta Phi (Education Honor Society)*

*Associate of Arts Degree, June 1996*

*Miami-Dade Community College, North Campus*

**PROFESSIONAL EXPERIENCE**

*MIAMI-DADE COUNTY PUBLIC SCHOOLS, Miami, FL*

*Mathematics and Science Coach, Ernest R Graham Elementary August, 2005-Present*

*Responsibilities: Administrative Assistant; Curriculum and Instruction; District and State Assessments; Professional Development; Mathematics and Science Program; Small Group Instruction*

*4<sup>th</sup> Grade Teacher, Ernest R Graham Elementary September, 1999-June 2005*

*2<sup>nd</sup> Grade Hourly Teacher, Ernest R Graham Elementary April-June, 1999*

*2<sup>nd</sup> Grade Temporary Teacher, Ernest R Graham Elementary January-March, 1999*

*BARRY UNIVERSITY (Financial Aid) January, 1997-August, 1998*

*11300 North East Second Avenue, Miami Shores, FL*

*Supervisor: Angela Scott (305) 899-3666*

*Position: Financial Aid Coordinator*

*Work directly with students responding to general inquiries. Processed undergraduate financial aid awards. Assisted with student employment and veterans' benefits.*

Barry University (Division of Enrollment Services)  
11300 North East Second Avenue, Miami Shores, FL  
Supervisor: Sharon Bacon (305) 899-3107

June, 1996-January, 1997

Position: *Visitor Information Representative*

*Work directly with students, providing information about the school, all the different degrees, certificate programs, admission procedures and financial aid.*

Garland Supply Company  
7800 West 25 Avenue, Hialeah, FL

September, 1992-May, 1996

Supervisor: Irwin Zaitz (305) 556-5831

Position: *Secretary/Data Entry*

*Worked in Accounts Payable, Accounts Receivable, Shipping and assisting the owner and office manager with secretarial duties.*

### **LANGUAGES**

*Fluent in Spanish and English*

### **PROFESSIONAL AFFILIATIONS**

*Barry's Educators of America and Kappa Delta Pi Honor Society*

*References available upon request.*

## WILLY GARCIGA

### OBJECTIVE

To be a key contributor within an organization where my extensive OSS, BSS and telecom knowledge, and experience in direct sales, sales engineering, management, network consulting, team building, channel management, budgeting and market development, will assist in winning new business and increasing market share.

### PROFESSIONAL EXPERIENCE

#### 09/06 – Present **Telcordia Technologies**

*Sales Director/ Account Executive – CALA*

- 2009 quota: \$5.5M – Amount of deals closed: \$8.5M
- 2008 quota: \$5.25M – Amount of deals closed: \$ 6.93M
- 2007 quota exceeded at 110% of plan – under hybrid role (account executive and solutions consultant).
- Responsibilities include executive level product presentation of Telcordia Next Gen OSS Software and Services to accounts such as Oi, Telecom Argentina, Claro Argentina, Telmex, Telcel, Axtel, Telefonica, Ictel, CANTV, Cable and Wireless properties, PRT ( Puerto Rico), Codetel ( Dominican Republic ) and UNE.
- Negotiated End User license and multiyear support agreements with TSTT, PRT and Telmex for Common Language, Fault Management (\$4M+), Inventory (\$3M+), Cost Modeling and WorkForce Management (\$2M+) applications finding solutions to increased economic crisis and devaluation of currency.
- Led Telcordia to receive award on competitive multimillion dollar deals for inventory, outside plant - GIS, activation and reconciliation, in the region, to be signed during Q1 2009.
- Worked with channels EMC, Accenture, IBM, GBM, HP, Indra, to develop new opportunities and grow existing opportunities
- Initiate contact into accounts and build opportunities from start by cold calling and getting references to others inside account.
- Work with C levels where appropriate and available to define ROIs for Telcordia's solutions and winning strategy.
- Salvage accounts (CANTV, T-mobile) from discontinuing use of our software and negotiated multiyear license and maintenance contract while assisting other AEs in the process.
- Negotiated exclusivity agreements with third party providers to acquire competitive differentiators into accounts over other participants in the RFX's and projects.
- Received 2006 *Diamond Club Award* for exceeding sales quota by over 125%.

#### 10/05 – 09/06 **Telcordia Technologies**

*Director – CALA Engineering*

- Direct leadership of a team of 7 multicultural solutions engineering - pre-sales engineering resources supporting Latin America
- Responsibilities include gaining a detailed understanding of customers' business objectives and operations environments in order to engineer software and services solutions resulting in increased revenues and operational efficiency for our clients
- Supporting a sales team of 12+ account executives with \$59M sales objective



- Supporting Multinational Tier 1 and Tier 2 telecommunications service providers such as Telefonica, America Moviles/Telmex, and Sprint/Nextel, among others.
- Worked with channels to interface with third party providers and ensure interfaces and architecture was properly designed for projects.
- Technical leadership on proactive and reactive bids and proposals
- Input, development and driving of detailed sales account strategy and execution plans
- Execution of activities with business partners (e.g. Accenture, customer IT departments)
- Prepared budget and staffing plans according to sales and business unit interlock.
- Assisted senior executives in developing presentations on business cases for potential clients.

04/04 – 10/05 **Telcordia Technologies**

*Market Manager- Presales Engineer*

- Responsibilities included executive level product demonstration of OSS Service Resource Management solutions (Network Inventory, ISP & OSP, Activation & discovery) and design consultation for operators in all areas of Telecommunications.
- Consultation of customer's business processes and applications in order to provide enhancements for efficiency and productivity and minimize the number of days to deliver a service.
- Customer-facing advocate for product enhancements for highly competitive international market
- Analyzed clients' needs, provided technical expertise and evaluated competitors.
- Providing market and competitive intelligence to influence product line investment plans
- Execution of customer on-site product trials and proof-of-concepts

12/00 to 04/04 **Granite Systems** (*Acquired by Telcordia*)

*Solutions Architect-Presales Engineering*

- Responsibilities included executive level product demonstration of OSS Service Resource Management solutions (Network Inventory, Work Flow, IP Address Management and Auto discovery) and design consultation for operators in the arenas of SDH/PDH, Sonet, DWDM, Wireless, ATM, Frame Relay and IP.
- Received *President's Club Award* for 2004 for exceeding sales quota.
- Assist sales team in developing and winning new businesses from the technical perspective by presenting Granite Systems as a superior solution and best-in-class provider to accounts in CALA such as Telemar, Telefonica, Axtel, IUSACell, and CFE, and in the US market such as Ntelos, Cox, Commonwealth Telecom, Time Warner, Cingular, and Verizon. Solutions included design and consultation of MPLS IP-VPNs, Next Generation Networks, Optical Ethernet, Internet Telephony Solutions and GSM/GPRS.
- Provide continuous guidance in all areas of software design and features introduction as well as integration with third party software such as Compaq's Temp, HP Openview, Agilent's CMexel, and others in the Fault Management/Network Management arena.
- Responsible for product evolution in the Transport layer.
- Assist in marketing for CALA, respond to point by point RFX's and improve partner relationships.
- Perform software installation, server configuration for Sun Solaris, and, BEA and Oracle database deployment as well as analysis of parameters to improve application performance.

6/97 to 12/00 **NORTEL NETWORKS**, Sunrise, FL

*Senior Sales Engineer*

- Provide design consultation for AMPS/TDMA/GSM/GPRS/UMTS and Fixed Wireless Network (Wireless Local Loop – 3.5GHz frequency) accounts in CALA and assist sales team in contract negotiations.
- Project Management for small turned key projects, from site acquisition and shelter building to tower/monopole placement and Microwave network planning, acting as a project manager.

- Analysis of traffic on a per peripheral basis to identify congestions and ways to optimize network performance.
- Network with designers from different areas of expertise to obtain key networking information for ANSI 41 (IS41), SS7, X.25, etc., as well as to provide input from other areas of expertise such as traffic engineering details and variations, cell and frequency planning.
- DMS family of switches, cell sites, power plants and cross connect equipment provisioning and activation.
- Perform cell site commissioning, RF planning, switch translations and, voice mail, prepaid platform and call center design (ACD) for LAN solutions.

10/92 to 05/97 **PHARMASYSTEMS CORP**, Miami, FL

*Cofounder and Marketing Coordinator*

- Coordinate sales and marketing operations of the organization.
- Keep data and prices updated to ensure company is both, profitable and competitive.
- Establish budgets, write proposals, generate contracts and procedure documents.
- Customer presentations and point by point responses to proposals.
- Participated in Initial Public Offering strategy.

## **EDUCATION**

NOVA SOUTHEASTERN UNIVERSITY, 2004 Master of Business Administration

FLORIDA INTERNATIONAL UNIVERSITY, 1997 Bachelor of Science in Electrical Engineering

STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS EI 1100005318

Advanced Negotiation Skills - ScotWork

## **SKILLS**

- Full understanding of Telecommunications, OSS and BSS, including layers 4 and above services.
- Bilingual (written and spoken) Spanish and English. Conversational Portuguese.
- **Personality Courses:** Seven Habits of Highly Effective People, Time Management, How to Win Friends and Influence People.
- **Software:** Microsoft family, UNIX, Oracle, BEA, and Javascripting with XML understanding.
- **Personal:** US Citizen – ability to travel up to 50%, Ability to perform under pressure, work in team environment, meeting deadlines and develop others. Cross-Functional Planning & Interface, Problem Solving and Product Research and Development. Fluent Spanish and conversational Portuguese. Work with a sense of urgency.

# CERTIFICATE OF PARTICIPATION

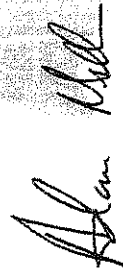
is presented to:

Yailen Julia

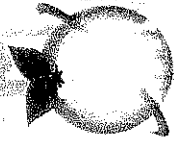
for completion of:

## NEW APPLICANT TRAINING

Conducted on this 10<sup>th</sup> day of June, 2010.



DIRECTOR, CHARTER SCHOOLS



FLORIDA'S  
CHARTER  
SCHOOLS



EXECUTIVE DIRECTOR, SCHOOL CHOICE

SCHOOL

# CHOICE

Florida Department of Education

**PBL Academy High School**

	Year 1	Year 2	Year 3	Year 4	Year 5
Grades	9-12	9-12	9-12	9-12	9-12
Students per grade (average)	150	150	138	138	138
Total # Students	300	450	550	550	550
Per Student Revenue	5,896	5,896	6,014	6,134	6,257
		0%	2%	2%	2%

**REVENUE**

Maximum Gross Revenue (\$)	1,768,795	2,653,193	3,307,647	3,373,800	3,441,276
Expected Attrition (%)	-	-	-	-	-
Likely Gross Revenue (\$)	1,768,795	2,653,193	3,307,647	3,373,800	3,441,276

**EXPENDITURES**

Facility Budget					
Maximum Facility Expense	292,133	450,470	539,749	541,744	543,779
Minimum Building Size	15,000	22,500	27,500	27,500	27,500
Maximum cost per square foot	16	16	16	16	16
Operating and Fixed Costs	52,133	90,470	99,749	101,744	103,779
Mortgage Payments/Rent	240,000	360,000	440,000	440,000	440,000

Teacher Staffing Budget

Average Class Size	22	22	22	22	22
# of Teachers	18	29	35	38	38
Salary Benefits per Teacher	7,693	7,859	7,955	7,922	8,081

**MAXIMUM FOR OTHER EXPENDITURES**

	842,877	1,235,269	1,482,557	1,502,663	1,521,641
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**NET FUND BALANCE**

	46,478	71,683	106,403	282,313	466,699
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**PBL Academy High School**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>Instruction Related Technology</b>						
Salaries (includes Technology Personnel)	See Staffing Plan	\$ -	\$ -	\$ 43,696.80	\$ 44,570.74	\$ 45,462.15
Fringe Benefits		\$ -	\$ -	\$ 10,487.23	\$ 10,696.96	\$ 10,910.92
Instructional Networks		\$ -	\$ -	\$ -	\$ -	\$ -
Hardware Maintenance	\$ 400.00	\$ 4,800.00	\$ 7,344.00	\$ 9,195.52	\$ 9,338.63	\$ 9,525.40
Computer Learning Labs		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub-Total Instruction Related Technology</b>		\$ 4,800.00	\$ 7,344.00	\$ 63,339.55	\$ 64,606.34	\$ 65,898.47
<b>Board</b>						
Professional Services (Legal)	\$ 15,000.00	\$ 15,000.00	\$ 15,300.00	\$ 15,606.00	\$ 15,918.12	\$ 16,236.48
Insurance	\$ 800.00	\$ 9,600.00	\$ 14,688.00	\$ 18,311.04	\$ 18,677.26	\$ 19,050.81
Travel	\$ 2,000.00	\$ 2,040.00	\$ 2,040.00	\$ 2,080.80	\$ 2,122.42	\$ 2,164.86
<b>Sub-Total Board</b>		\$ 26,600.00	\$ 32,028.00	\$ 35,997.84	\$ 36,717.80	\$ 37,452.15
<b>General Administration</b>						
Management Fees	6.00%	\$ 108,127.70	\$ 159,191.55	\$ 198,458.80	\$ 202,427.97	\$ 206,476.53
Administrative Fee		\$ 106,127.70	\$ 159,191.55	\$ 198,458.80	\$ 202,427.97	\$ 206,476.53
<b>Sub-Total General Administration</b>		\$ 214,255.40	\$ 318,383.10	\$ 396,917.60	\$ 404,855.94	\$ 412,953.06
<b>School Administration</b>						
Salaries (includes Principal, Secretary & other Office Personnel)	See Staffing	\$ 140,801.00	\$ 164,834.04	\$ 262,600.08	\$ 267,852.08	\$ 273,209.12
Fringe Benefits		\$ 33,792.24	\$ 39,560.17	\$ 63,024.02	\$ 64,284.50	\$ 65,570.19
Equipment Rental / Lease	\$ 300.00	\$ 3,600.00	\$ 3,672.00	\$ 3,745.44	\$ 3,820.35	\$ 3,896.76
Travel	\$ 400.00	\$ 800.00	\$ 816.00	\$ 832.32	\$ 848.97	\$ 865.95
Advertising and Promotion	\$ 50.00	\$ 15,000.00	\$ 22,950.00	\$ 28,911.00	\$ 29,183.22	\$ 29,766.88
License Fees	\$ 200.00	\$ 200.00	\$ 204.00	\$ 208.08	\$ 212.24	\$ 216.48
Uniforms	\$ 300.00	\$ 300.00	\$ 306.00	\$ 312.12	\$ 318.36	\$ 324.73
Postage	\$ 50.00	\$ 600.00	\$ 916.00	\$ 1,144.44	\$ 1,167.33	\$ 1,190.68
Printing	\$ 500.00	\$ 6,000.00	\$ 9,180.00	\$ 11,444.40	\$ 11,673.29	\$ 11,906.75
Office Supplies	\$ 600.00	\$ 7,200.00	\$ 7,344.00	\$ 7,490.88	\$ 7,640.70	\$ 7,793.51
Office Equipment	\$ 4,000.00	\$ 4,000.00	\$ 4,080.00	\$ 4,161.60	\$ 4,244.83	\$ 4,329.73
Computer Equipment	\$ 1,000.00	\$ 2,000.00	\$ 2,040.00	\$ 2,080.80	\$ 2,122.42	\$ 2,164.86
<b>Sub-Total School Administration</b>		\$ 214,293.24	\$ 255,904.21	\$ 385,655.18	\$ 393,368.28	\$ 401,235.65
<b>Facilities Acquisition &amp; Construction</b>						
Building Lease / Rent		\$ 240,000.00	\$ 360,000.00	\$ 440,000.00	\$ 440,000.00	\$ 440,000.00
Remodeling & Renovations		\$ -	\$ -	\$ -	\$ -	\$ -
Purchase of Buildings & Fixed Equipment		\$ -	\$ -	\$ -	\$ -	\$ -
Land		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub-Total Facilities Acquisition &amp; Construction</b>		\$ 240,000.00	\$ 360,000.00	\$ 440,000.00	\$ 440,000.00	\$ 440,000.00
<b>Fiscal Services</b>						
Salaries (Accounting & Bookkeeping Personnel)	See Staffing	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits		\$ -	\$ -	\$ -	\$ -	\$ -
Fee to County School Board - up to 250 students		\$ 73,699.79	\$ 73,699.79	\$ 75,173.79	\$ 76,677.26	\$ 78,210.81
Planning, Research, Development and Evaluation		\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services (payroll, accounting, auditing)	\$ 8,000.00	\$ 8,000.00	\$ 8,160.00	\$ 8,323.20	\$ 8,489.66	\$ 8,659.46
<b>Sub-Total Fiscal Services</b>		\$ 81,699.79	\$ 81,859.79	\$ 83,496.99	\$ 85,166.93	\$ 86,870.27
<b>Food Services</b>						
Salaries (Food Service Workers)	See Staffing	\$ 20,801.00	\$ 21,217.02	\$ 21,641.36	\$ 22,074.19	\$ 22,515.67
Fringe Benefits		\$ 4,992.24	\$ 5,092.08	\$ 5,193.93	\$ 5,297.81	\$ 5,403.76
Food		\$ -	\$ -	\$ -	\$ -	\$ -
Materials & Supplies - Vendor provided meals 60% participation	2.45	\$ 92,610.00	\$ 141,693.30	\$ 176,844.31	\$ 180,177.20	\$ 183,780.74
Equipment Rental / Lease		\$ -	\$ -	\$ -	\$ -	\$ -

**PBL Academy High School**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Inspection Fees	\$ 118,403.24	\$ 168,002.40	\$ 203,479.60	\$ 207,549.19	\$ 211,700.18
Sub-Total Food Services					

**PBL Academy High School**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>Pupil Transportation Services</b>					
Salaries (Drivers & Transportation workers)	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted Transportation Services - \$225 per bus 18% utilization	\$ 40,500.00	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00
Insurance					
Buses					
Repairs & Maintenance					
Fuel					
<i>Sub-Total Pupil Transportation Services</i>	\$ 40,500.00	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00
<b>Operation of Plant</b>					
Salaries (Custodian, crossing guards, security)	\$ 20,800.80	\$ 42,433.63	\$ 43,282.30	\$ 44,147.95	\$ 45,030.91
Fringe benefits	\$ 4,992.19	\$ 10,184.07	\$ 10,387.75	\$ 10,595.51	\$ 10,807.42
Purchased Service (Custodial, fire and alarm, pest control etc)	\$ 900.00	\$ 1,377.00	\$ 1,716.66	\$ 1,750.99	\$ 1,786.01
Lawn Maintenance	\$ 2,400.00	\$ 3,672.00	\$ 4,577.76	\$ 4,669.32	\$ 4,762.70
Pest Control	\$ 480.00	\$ 734.40	\$ 915.55	\$ 933.86	\$ 952.54
Security Services	\$ 1,200.00	\$ 1,224.00	\$ 1,248.48	\$ 1,273.45	\$ 1,298.92
Property Insurance	\$ 7,200.00	\$ 11,016.00	\$ 13,733.28	\$ 14,007.95	\$ 14,288.10
Telephone Services	\$ 3,600.00	\$ 3,672.00	\$ 3,745.44	\$ 3,820.35	\$ 3,896.76
Water & Sewer	\$ 960.00	\$ 1,468.80	\$ 1,831.10	\$ 1,867.73	\$ 1,905.08
Electricity	\$ 9,800.00	\$ 14,888.00	\$ 18,311.04	\$ 18,677.26	\$ 19,050.81
Custodial Supplies & Equipment					
<i>Sub-Total Operation of Plant</i>	\$ 52,132.99	\$ 90,469.90	\$ 99,749.37	\$ 101,744.36	\$ 103,779.25
<b>Maintenance of Plant</b>					
Repairs & Maintenance	\$ 7,500.00	\$ 11,250.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00
Supplies					
<i>Sub-Total Maintenance of Plant</i>	\$ 7,500.00	\$ 11,250.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00
<b>Administrative Technology Services</b>					
Internal Technology Support					
Technology Personnel					
Systems Operation	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Systems Planning & Analysis					
<i>Sub-Total Administrative Technology Services</i>	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
<b>After Care Programs</b>					
After Care Salary					
Fringe Benefits					
<i>Sub-Total After Care Programs</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Debt Service</b>					
Redemption of Principal					
Interest					
<i>Sub-Total Debt Service</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	\$ 1,336,616.96	\$ 2,802,361.86	\$ 3,489,695.64	\$ 3,693,377.42	\$ 3,756,169.97
<b>Excess of Revenues over Expenditures</b>	\$ 46,478.04	\$ 25,204.74	\$ 34,720.29	\$ 175,909.72	\$ 184,385.82



PBL Academy High School

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
<b>REVENUES</b>													
State Sources	147,400	147,400	147,400	147,400	147,400	147,400	147,400	147,400	147,400	147,400	147,400	147,400	1,768,795.00
Federal Sources - NSLP funds 30% of Students			6,939	6,939	6,939	6,939	6,939	6,939	6,939	6,939	6,939	6,939	68,380.00
Local Sources - Lunch program paid students			2,808	2,808	2,808	2,808	2,808	2,808	2,808	2,808	2,808	2,808	28,080.00
Capital Outlay													
Other Sources													
<b>Total Revenues</b>	<b>147,400</b>	<b>147,400</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>1,866,265.00</b>
<b>EXPENDITURES</b>													
<b>Instruction</b>													
Salaries (includes classroom teachers, contract or hourly, and teacher aides)		26,227	55,077	55,077	55,077	55,077	55,077	55,077	55,077	55,077	55,077	55,077	577,000.00
Fringe Benefits		6,295	13,219	13,219	13,219	13,219	13,219	13,219	13,219	13,219	13,219	13,219	138,480.00
Contracted Professional Services (includes Therapists & other contracted instructional services)				1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	10,500.00
Classroom Supplies & Equipment		8,910	9,180	9,180	9,180	9,180	9,180	9,180	9,180	9,180	9,180	9,180	27,000.00
Teacher Supplies		3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	34,650.00
Textbooks		17,325	17,325	17,850	17,850	17,850	17,850	17,850	17,850	17,850	17,850	17,850	178,500.00
Student Activities		3,960	3,960	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	40,800.00
Computer - Equipment & Repairs for Instruction		2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	21,820.00
Software for Instruction		5,940	5,940	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	61,200.00
Sub-Total Instruction		74,904	110,078	112,444	112,444	112,444	112,444	112,444	112,444	112,444	112,444	112,444	1,124,444.00
<b>Pupil Personnel Services</b>													
Salaries (includes counselor, school nurse, health assistant)			4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	42,000.00
Fringe Benefits			1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	10,080.00
Contracted Professional Services (counseling and psychological, contracted nurse services)			150	150	150	150	150	150	150	150	150	150	1,500.00
Sub-Total Pupil Personnel Services			5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	53,580.00
<b>Media Services</b>													
Salaries (includes Librarian)													
Fringe Benefits													
Library Books													
Audio Visual Materials													
Sub-Total Media Services													
<b>Curriculum Development</b>													
Salaries (includes Curriculum Specialist)													
Fringe Benefits													
Curriculum Planning, Research, Development and Evaluation													
Development Supplies													
Student Activities													
Sub-Total Curriculum Development													
<b>Staff Development</b>													
Workshops													
Travel													
Professional Services													
Sub-Total Staff Development													
<b>Total Expenditures</b>	<b>74,904</b>	<b>110,078</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>112,444</b>	<b>1,124,444.00</b>
<b>Total</b>	<b>147,400</b>	<b>147,400</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>157,147</b>	<b>1,866,265.00</b>



**PBL Academy High School**

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
<b>Pupil Transportation Services</b>													
Salaries (Drivers & Transportation workers)													
Fringe Benefits			4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	\$ 40,500.00
Contracted Transportation Services - \$225 per bus 18% utilization													
Insurance													
Buses													
Repairs & Maintenance													
Fuel													
<b>Sub-Total Pupil Transportation Services</b>			4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	4,050	\$ 40,500.00
<b>Operation of Plant</b>													
Salaries (Custodian, crossing guards, security)	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	\$ 20,800.80
Fringe benefits	416	416	416	416	416	416	416	416	416	416	416	416	\$ 4,992.19
Purchased Service (Custodial, fire and alarm, pest control etc)	75	75	75	75	75	75	75	75	75	75	75	75	\$ 900.00
Lawn Maintenance	200	200	200	200	200	200	200	200	200	200	200	200	\$ 2,400.00
Pest Control	40	40	40	40	40	40	40	40	40	40	40	40	\$ 480.00
Security Services	100	100	100	100	100	100	100	100	100	100	100	100	\$ 1,200.00
Property Insurance	600	600	600	600	600	600	600	600	600	600	600	600	\$ 7,200.00
Telephone Services	300	300	300	300	300	300	300	300	300	300	300	300	\$ 3,600.00
Water & Sewer	80	80	80	80	80	80	80	80	80	80	80	80	\$ 960.00
Electricity	800	800	800	800	800	800	800	800	800	800	800	800	\$ 9,600.00
<b>Sub-Total Operation of Plant</b>	4,344	4,344	4,344	4,344	4,344	4,344	4,344	4,344	4,344	4,344	4,344	4,344	\$ 52,132.99
<b>Maintenance of Plant</b>													
Repairs & Maintenance		682		682	682	682	682	682	682	682	682	682	\$ 7,500.00
Supplies													
<b>Sub-Total Maintenance of Plant</b>		682		682	682	682	682	682	682	682	682	682	\$ 7,500.00
<b>Administrative Technology Services</b>													
Internal Technology Support													
Technology Personnel													
Systems Operation	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$ 12,000.00
Systems Planning & Analysis													
<b>Sub-Total Administrative Technology Services</b>	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$ 12,000.00
<b>After Care Programs</b>													
After Care Salary													
Fringe Benefits													
<b>Sub-Total After Care Programs</b>													
<b>Debt Service</b>													
Redemption of Principal													
Interest													
<b>Sub-Total Debt Service</b>													
<b>Total Expenditures</b>	\$ 71,546.14	\$ 142,913.42	\$ 135,495.74	\$ 196,595.74	\$ 152,595.74	\$ 152,595.74	\$ 154,995.74	\$ 152,595.74	\$ 157,095.74	\$ 154,995.74	\$ 152,595.74	\$ 152,595.74	\$ 1,836,616.96
<b>Excess of Revenues over Expenditures</b>	\$ 75,853.44	\$ 4,486.17	\$ (39,349.16)	\$ (39,449.16)	\$ 4,550.84	\$ 4,550.84	\$ 2,150.84	\$ 4,550.84	\$ 50.84	\$ 2,150.84	\$ 4,550.84	\$ 4,550.84	\$ 29,648.04
<b>Fund Balance</b>	\$ 75,853.44	\$ 80,339.61	\$ 41,990.45	\$ 2,541.29	\$ 7,092.14	\$ 11,642.98	\$ 13,793.82	\$ 18,344.66	\$ 18,395.51	\$ 20,546.35	\$ 25,097.19	\$ 29,648.04	

Enter District: **Broward**

E Percent Occupancy 10.00% 100% 100% 100% 100% 100%

Homeroom Classrooms 300

	Year 1	Year 2	Year 3	Year 4	Year 5
Kindergarten					
1st Grade					
2nd Grade					
3rd Grade					
4th Grade					
5th Grade					
6th Grade					
7th Grade					
8th Grade					
9th Grade	6	6	6	6	6
10th Grade	6	6	6	6	6
11th Grade		6	6	6	6
12th Grade			4	4	4
	12	18	22	22	22

Student Teacher Ratio

	Year 1	Year 2	Year 3	Year 4	Year 5
Kindergarten	18	18	18	18	18
1st Grade	18	18	18	18	18
2nd Grade	18	18	18	18	18
3rd Grade	18	18	18	18	18
4th Grade	22	22	22	22	22
5th Grade	22	22	22	22	22
6th Grade	22	22	22	22	22
7th Grade	22	22	22	22	22
8th Grade	22	22	22	22	22
9th Grade	25	25	25	25	25
10th Grade	25	25	25	25	25
11th Grade	25	25	25	25	25
12th Grade	25	25	25	25	25

Students by Grade Budgeted Enrollment

	Year 1	Year 2	Year 3	Year 4	Year 5
Kindergarten	0	0	0	0	0
1st Grade	0	0	0	0	0
2nd Grade	0	0	0	0	0
3rd Grade	0	0	0	0	0
4th Grade	0	0	0	0	0
5th Grade	0	0	0	0	0
6th Grade	0	0	0	0	0
7th Grade	0	0	0	0	0
8th Grade	0	0	0	0	0
9th Grade	150	150	150	150	150
10th Grade	150	150	150	150	150
11th Grade	0	150	150	150	150
12th Grade	0	0	100	100	100
	300	450	550	550	550

ESE Guaranteed Allocation:	Grade Level	Matrix Level	FTE
Additional Funding from the ESE Guaranteed Allocation.	K-3	251	0
Enter the FTE from 111,112, & 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. The total should equal all FTE from programs 111, 112 & 113 above.	K-3	252	
	K-3	253	
	4-8	251	0
	4-8	252	
	4-8	253	
	9-12	251	30
	9-12	252	
	9-12	253	
Total ESE:			30.00

**Staffing Matrix**

**PBL Academy High School**

Fringe Benefit Rate	24.00%	
FICA	6.20%	
Medicare	1.45%	
FUTA	\$ 189.00	
SUTA	\$ 189.00	
Workers Comp	0.88%	
401K Contribution	3.00%	
Health Insurance per Employee	\$ 3,900.00	\$325 Per month per Employee
Average Pay	\$ 33,391.78	

		Yr1	Yr2	Yr3	Yr4	Yr5
<b>Instruction Staff</b>						
Homeroom Teachers	39,000	12	18	22	22	22
Other Teachers (PE, ESOL, Reading/Math Coaches)	39,000	1	3	3	4	4
Paraprofessionals	14,000	5	8	10	12	12
	92,000	18	29	35	38	38
<b>Pupil Personnel Services</b>						
ESE Specialist	42,000	1	1	1	2	2
Nurse	42,000	1	1	1	2	2
<b>Media Services</b>						
Librarian						
Media Specialist	42,000		1	1	1	1
	42,000	-	1	1	1	1
<b>Curriculum Development</b>						
Curriculum Specialist						
	-	-	-	-	-	-
<b>Instruction Related Technology</b>						
Instruction IT	42,000			1	1	1
	42,000	-	-	1	1	1
<b>School Administration</b>						
Principal	90,000	1	1	1	1	1
Assistant Principal	70,000			1	1	1
Office Manager	30,000	1	1	1	1	1
Registrar	20,801	1	1	1	1	1
Data Entry / Receptionist	20,801		1	2	2	2
	231,602	3	4	6	6	6
<b>Fiscal Services</b>						
Accounting						
Bookkeeper						
	-	-	-	-	-	-
<b>Food Services</b>						
Food Service Workers	20,801	1	1	1	1	1
	20,801	1	1	1	1	1
<b>Pupil Transportation Services</b>						
Drivers & Transportation workers						
	-	-	-	-	-	-
<b>Operation of Plant</b>						
Custodian	20,801	1	1	1	1	1
Security	20,801		1	1	1	1
Crossing guards						
	41,602	1	2	2	2	2

**Staffing Matrix**

**PBL Academy High School**

Fringe Benefit Rate	24.00%	
FICA	6.20%	
Medicare	1.45%	
FUTA	\$ 189.00	
SUTA	\$ 189.00	
Workers Comp	0.88%	
401K Contribution	3.00%	
Health Insurance per Employee	\$ 3,900.00	\$325 Per month per Employee
Average Pay	\$ 33,391.78	

		Yr1	Yr2	Yr3	Yr4	Yr5
<b>Salary Inflation</b>	2%					
<b>Instruction Staff</b>						
Homeroom Teachers		468,000	716,040	892,663	910,516	928,727
Other Teachers (ESE, ESOL, Reading/Math Coaches)		39,000	119,340	121,727	165,548	168,859
Paraprofessionals		70,000	114,240	145,656	178,283	181,849
		577,000	949,620	1,160,046	1,254,348	1,279,435
<b>Benefits:</b>		138,480	227,909	278,411	301,043	307,064
<b>Pupil Personnel Services</b>						
Counselor		42,000	42,840	43,697	89,141	90,924
Nurse		-	-	-	-	-
		42,000	42,840	43,697	89,141	90,924
<b>Benefits:</b>		10,080	10,282	10,487	21,394	21,822
<b>Media Services</b>						
Librarian		-	-	-	-	-
Media Specialist		-	42,840	43,697	44,571	45,462
		-	42,840	43,697	44,571	45,462
<b>Benefits:</b>		-	10,282	10,487	10,697	10,911
<b>Curriculum Development</b>						
Curriculum Specialist		-	-	-	-	-
		-	-	-	-	-
<b>Benefits:</b>		-	-	-	-	-
<b>Instruction Related Technology</b>						
Instruction IT		-	-	43,697	44,571	45,462
		-	-	43,697	44,571	45,462
<b>Benefits:</b>		-	-	10,487	10,697	10,911
<b>School Administration</b>						
Principal		90,000	91,800	93,636	95,509	97,419
Assistant Principal		-	-	72,828	74,285	75,770
Administrative Assistant		30,000	30,600	31,212	31,836	32,473
Registrar		20,801	21,217	21,641	22,074	22,516
Other		-	21,217	43,283	44,148	45,031
		140,801	164,834	262,600	267,852	273,209
<b>Benefits:</b>		33,792	39,560	63,024	64,284	65,570
<b>Fiscal Services</b>						
Accounting		-	-	-	-	-
Bookkeeper		-	-	-	-	-
		-	-	-	-	-
<b>Benefits:</b>		-	-	-	-	-
<b>Food Services</b>						
Food Service Workers		20,801	21,217	21,641	22,074	22,516
		20,801	21,217	21,641	22,074	22,516
<b>Benefits:</b>		4,992	5,092	5,194	5,298	5,404
<b>Pupil Transportation Services</b>						
Drivers & Transportation workers		-	-	-	-	-
		-	-	-	-	-
<b>Benefits:</b>		-	-	-	-	-
<b>Operation of Plant</b>						
Custodian		20,801	21,217	21,641	22,074	22,515
Security		-	21,217	21,641	22,074	22,515
Crossing guards		-	-	-	-	-
		20,801	42,434	43,282	44,148	45,031
<b>Benefits:</b>		4,992	10,184	10,388	10,596	10,807

**Staffing Matrix**

**PBL Academy High School**

Fringe Benefit Rate	24.00%	
FICA	6.20%	
Medicare	1.45%	
FUTA	\$ 189.00	
SUTA	\$ 189.00	
Workers Comp	0.88%	
401K Contribution	3.00%	
Health Insurance per Employee	\$ 3,900.00	\$325 Per month per Employee
Average Pay	\$ 33,391.78	

	Yr1	Yr2	Yr3	Yr4	Yr5
<b>Total Payroll &amp; Benefits</b>	993,739	1,567,093	2,007,139	2,190,714	2,234,529

**PBL Academy High School**

**Start-up Budget**

	March	April	May	June	Total
Line of Credit / Grant	100,000				
EXPENSES:					
Administration Staff	10,000	10,000	10,000	10,000	40,000
Professional Services					
Legal Fees	6,000	4,000	-	-	10,000
Marketing & Enrollment	15,000	5,000	10,000	5,000	35,000
	21,000	9,000	10,000	5,000	45,000
Other Operating Expenses	2,000	2,000	2,000	2,000	8,000
Administrative Expenses	4,000	1,000	1,000	1,000	7,000
<b>TOTAL OPERATING EXPENSES</b>	<b>37,000</b>	<b>22,000</b>	<b>23,000</b>	<b>18,000</b>	<b>100,000</b>
Fund Balance	63,000	41,000	18,000	-	-



## Revenue Estimate Worksheet for PBL Academy High School

Based on the Allocation Conference Calculation of the FEFP for 2010-11

School District: **Broward**

1. **2010-11 FEFP State and Local Funding**

Base Student Allocation **\$3,623.76**

District Cost Differential: **1.0264**

Program	Number of FTE	Program Cost Factor (c)	Weighted FTE (b) x (c) (d)	2010-11 Base Funding WFTE x BSA x DCD (e)
(a)	(b)	(c)	(d)	(e)
101 Basic K-3	0.00	1.089	0.0000	\$ -
111 Basic K-3 with ESE Services	0.00	1.089	0.0000	\$ -
102 Basic 4-8	0.00	1.000	0.0000	\$ -
112 Basic 4-8 with ESE Services	0.00	1.000	0.0000	\$ -
103 Basic 9-12	300.00	1.031	309.3000	\$ 1,150,419
113 Basic 9-12 with ESE Services	0.00	1.031	0.0000	\$ -
254 ESE Level 4 (Grade Level PK-3)	0.00	3.523	0.0000	\$ -
ESE Level 4 (Grade Level 4-8)	0.00	3.523	0.0000	\$ -
ESE Level 4 (Grade Level 9-12)	0.00	3.523	0.0000	\$ -
255 ESE Level 5 (Grade Level PK-3)	0.00	4.935	0.0000	\$ -
ESE Level 5 (Grade Level 4-8)	0.00	4.935	0.0000	\$ -
ESE Level 5 (Grade Level 9-12)	0.00	4.935	0.0000	\$ -
130 ESOL (Grade Level PK-3)	0.00	1.147	0.0000	\$ -
ESOL (Grade Level 4-8)	0.00	1.147	0.0000	\$ -
ESOL (Grade Level 9-12)	0.00	1.147	0.0000	\$ -
300 Career Education (Grades 9-12)	0.00	1.035	0.0000	\$ -
<b>Totals</b>	<b>300.00</b>		<b>309.3000</b>	<b>\$ 1,150,419</b>

2. **ESE Guaranteed Allocation:**

FTE	Grade Level	Matrix Level	Guarantee Per Student	
0.00	PK-3	251	\$ 1,058	\$ -
0.00	PK-3	252	\$ 3,418	\$ -
0.00	PK-3	253	\$ 6,974	\$ -
0.00	4-8	251	\$ 1,187	\$ -
0.00	4-8	252	\$ 3,546	\$ -
0.00	4-8	253	\$ 7,102	\$ -
30.00	9-12	251	\$ 845	\$ 25,350
0.00	9-12	252	\$ 3,204	\$ -
0.00	9-12	253	\$ 6,760	\$ -
<b>Total FTE with ESE Services</b>			<b>Total from ESE Guarantee</b>	<b>\$ 25,350</b>

3. **Supplemental Academic Instruction:**

District SAI Allocation	\$ 52,983,431			
<i>divided by district FTE</i>		257,324.44	Per Student	
<b>(with eligible services)</b>			\$ 205.90	\$ 61,770

4. **Reading Allocation:**

Charter Schools should contact their school district sponsor regarding eligibility and distribution of reading allocation funds.

**Total Base Funding, ESE Guarantee, and SAI \$ 1,237,539**

5. **Class size Reduction Funds:**

<i>Weighted FTE aggregated from input in Section 1</i>	DCD	<i>Allocation factors*</i>	
PK - 3	0.0000 X	1.0264 X	1325.66 = 0
4-8	0.0000 X	1.0264 X	904.24 = 0
9-12	309.3000 X	1.0264 X	906.42 = 287,757
<b>Total</b>	<b>309.3000</b>	<b>*</b>	<b>Total Class Size Reduction Funds \$ 287,757</b>

(\*Total FTE should equal total in Section 1, column (d).)

<b>6A. Divide school's Weighted FTE (WFTE) total computed</b>					
in (d) above:	<u>309,3000</u>	by district's WFTE:	<u>279,570.50</u>		
to obtain school's WFTE share.					0.1106%
<b>6B. Divide school's Unweighted FTE (UFTE) total computed</b>					
in (b) above:	<u>300.00</u>	by district's UFTE:	<u>257,324.44</u>		
to obtain school's UFTE share.					0.1166%
<b>6C. Divide school's High School Unweighted FTE (UFTE) total computed</b>					
in (b) above:	<u>300.00</u>	by district's UFTE:	<u>257,324.44</u>		
to obtain school's UFTE share.					0.1166%
		<b>Refer to Note:</b>			
<b>7. Other FEFP (WFTE share)</b>	(a)	<u>6,094,964</u>	x	0.1106%	\$ <u>6,741</u>
<b>Applicable to all Charter Schools:</b>					
Declining Enrollment		0			
Sparsity Supplement		0			
Minimum Guarantee		0			
<b>Program Related Requirements:</b>					
Safe Schools		6,094,964			
Lab School Discretionary		0			
<b>8. Discretionary Local Effort (WFTE share)</b>	(d)	<u>100,410,065</u>	x	0.1106%	\$ <u>111,054</u>
<b>9. Discretionary Millage Compression Allocation</b>					
.748 mills (UFTE share)	(b)	<u>3,327,205</u>	x	0.1166%	\$ <u>3,880</u>
.250 mills (UFTE share)	(b)	<u>0</u>	x	0.1166%	\$ <u>-</u>
<b>10. State Fiscal Stabilization Fund Entitlement (WFTE share)</b>	(a)	<u>87,740,706</u>	x	0.1106%	\$ <u>97,041</u>
Charter schools should contact their school district sponsor regarding whether the entitlement is from State Fiscal Stabilization Funds or the General Fund. See footnote h below.					
<b>11. Proration to Funds Available (WFTE share)</b>	(a)	<u>0</u>	x	0.1106%	\$ <u>-</u>
<b>12. Discretionary Lottery (WFTE share)</b>	(a)	<u>744,849</u>	x	0.1106%	\$ <u>824</u>
<b>13. Instructional Materials Allocation (UFTE share)</b>	(b)	<u>20,226,311</u>	x	0.1166%	\$ <u>23,584</u>
Science Laboratory Materials (high school only)	(c)	<u>321,435</u>	x	0.1166%	\$ <u>375</u>
Dual Enrollment Instructional Materials Allocation (See footnote i below)					
<b>14. Student Transportation</b>	(e)				
<b>15. Florida Teachers Lead Program Stipend</b>	(f)				
<b>16. Food Service Allocation</b>	(g)				
<b>17. Performance Pay Plan</b>					

**NOTES:**

(a) District allocations multiplied by percentage from item 6A. Total \$ 1,768,795

(b) District allocations multiplied by percentage from item 6B.

(c) District allocations multiplied by percentage from item 6C.

(d) Proceeds of millage levy multiplied by percentage from item 6A.

(e) Consistent with Chapter 1006.21, Florida Statutes and DOE Student Transportation General Instructions

(f) Teacher Lead Program Allocation per 1012.71, Florida Statutes

(g) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(h) If the district's decision is to use the State Fiscal Stabilization Funds, then the charter school will have to comply with the district's requirements for assurances and reporting.

(i) As provided in the 2008 General Appropriations Act, school districts are required to pay for instructional materials used for the instruction of public school high school students who are earning credit toward high school graduation under the dual enrollment program as provided in section 1011.62(l)(i), Florida Statutes.

*Administrative fees charged by the school district shall be calculated based upon 5 percent of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in 1013.62(2) F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%.*

*Funding and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.*

*Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.*

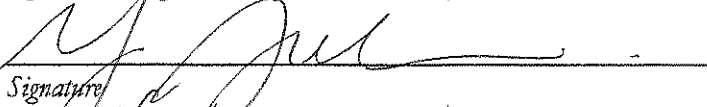
#### IV. STATEMENT OF ASSURANCES

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify under the penalties of perjury that the information submitted in this application for a charter for PBL Academy is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses and certifications related to fire, health and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Y. Julia (name), Board Member (title) to sign as the legal correspondent for the school.

  
Signature

7/29/2010  
Date

Y. Julia  
Printed Name

## MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, Inc., a Florida non-profit corporation ("Academy Entity") and ESP, L.L.C. a Florida limited liability company ("ESP").

### RECITALS

A. [Academy Entity] has been granted a Charter School Contract (the "Charter School Contract") by the School District of \_\_\_\_\_ County, Florida (the "Authorizing District") to operate a non-profit charter school (the "Academy") pursuant to the Charter School Contract in accordance with the Florida Statutes Section 1002.33 et. seq. (the "Code") at:

\_\_\_\_\_ under the name of [Academy Entity].

B. [Academy Entity] and ESP desire to create an enduring educational partnership, whereby [Academy Entity] and ESP will work together to develop an environment of educational excellence and innovation at [Academy Entity], based upon ESP's school design and capacity to implement and manage a comprehensive educational program ("Educational Program").

C. [Academy Entity] has approved ESP's Educational Program, and agrees that it is in the best interest of [Academy Entity] and the Academy to enter into this Agreement with ESP.

THEREFORE, the parties mutually agree as follows:

1. Educational Services. For the Term of this Agreement, ESP will provide to [Academy Entity] in conjunction with the Academy the following educational services consistent with the Charter School Contract (the "Educational Services"):

1.1 Curriculum. The development and implementation of the curriculum used at [Academy Entity].

1.2 Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the School Leader(s), its teachers and support staff, all in accordance with this Agreement.

1.3 Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, software and multi-media teaching tools.

1.4 Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs.

1.5 Additional Educational Services. Any other services required by the Authorizing District or the State of Florida Department of Education and such other services as are necessary or expedient for the improvement of teaching and learning at [Academy Entity] as agreed to from time to time between ESP and [Academy Entity] ("Supplemental Programs").

2. Administrative Services. For the Term (as defined in Section 8), subject to the Charter School Contract and the approval of the Board of Directors of [Academy Entity] (the "Board"), ESP will provide to [Academy Entity] for the Academy the following administrative services (the "Administrative Services"):

2.1 Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with Section 13.

2.2 Facility Operation and Maintenance. Coordination with entities with which ESP contracts on behalf of [Academy Entity] for the Academy for the provision of operation and maintenance services for the Academy's facility (the "Facility") to the extent consistent with any and all documents pertaining to the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

2.3 Technology and Professional Development. Coordination with entities with which ESP contracts on behalf of [Academy Entity] for the Academy for the provision of technology and professional development services for the Academy, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

2.4 Business Administration. Administration of all business aspects of [Academy Entity] operation;

2.5 Transportation and Food Services. Coordination with entities with which ESP contracts on behalf of [Academy Entity] for the Academy for the provision of transportation and food services for the students enrolled at [Academy Entity], together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved providing such services.

2.6 Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld.

2.7 Budgeting, Budgeting Process, Financial and Other Reporting.

2.7.1 Beginning with respect to the 2011-12 School Year, the preparation of a proposed annual budget (the "Academy Budget") for each School Year, subject to the reasonable approval of the Board acting in its fiduciary capacity. For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the application for the Charter School Contract submitted to and approved by the Authorizing District. The projected Academy Budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement.

2.7.2 ESP shall deliver a draft of the Academy Budget for each School Year to the Board not less than forty-five (45) days prior to the date on which the Academy Budget for any School Year must be submitted to Authorizing District and/or any State governmental agency. The Board shall review the Academy Budget within ten (10) business days following the receipt thereof (the "Budget Review Period") which review may include an independent evaluation of the Academy Budget by such accountants, attorneys, and other financial advisors that the Board deems necessary or desirable. The Board shall deliver any comments or objections to the Academy Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the President of [Academy Entity] and the Chief Financial Officer of ESP shall reconcile any comments or objections made by the Board during the Budget Review Period. ESP and [Academy Entity] shall agree to a final Academy Budget for each such year not later than two (2) business days prior to the date on which the Academy Budget must be submitted to the Authorizing District and/or any other State governmental agency.

2.7.3 Working in cooperation with the Board, ESP shall prepare, for Board approval, modifications or amendments to the Academy Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Academy Budget.

2.7.4 As required by the Authorizing District or such other time as may be necessary or desirable in ESP's reasonable judgment, ESP shall provide the Board with an enrollment report stating the number of actual students enrolled at the Academy (an "Enrollment Report"). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Academy Budget and such lower enrollment number shall materially adversely impact the Academy Budget for such School Year, ESP shall propose a student recruitment plan to restore the enrollment level to the projected enrollment reported to the Authorizing District and or any other governmental agency prior to the commencement of the next following School Year.

2.7.5 The preparation of detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy by ESP, whether incurred on-site or off-site.

2.7.6 The preparation of other financial statements as required by and in compliance with the Charter School Contract, the Code and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of [Academy Entity]'s financial statements. The cost for preparation of the financial statements and audits will be responsibility of [Academy Entity] and will be provided for in the Academy Budget.

2.7.7 The preparation of such other reports on a periodic basis, relative to the finances and operation of [Academy Entity], as the same may be requested or required by

the Florida Department of Education or the Authorizing District to ensure compliance with the terms of the Charter School Contract and applicable law.

2.7.8 Other information on a periodic basis reasonably necessary to enable [Academy Entity] to monitor ESP's performance under this and related agreements including the effectiveness and efficiency of its operations at [Academy Entity].

## 2.8 Maintenance of Financial and Student Records.

2.8.1 ESP will maintain accurate financial records pertaining to its operation of [Academy Entity], together with all [Academy Entity] financial records prepared by ESP and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the School Year to which such books, accounts and records relate. All financial records retained by ESP pertaining to [Academy Entity] will be available to [Academy Entity], the Authorizing District or the Florida Department of Education for inspection and copying within two weeks of a written request to the extent practicable.

2.8.2 ESP will maintain accurate student records pertaining to the students enrolled at the Academy as is required and in the manner provided by the Charter School Contract, the Code and applicable laws and regulations and retain such records permanently on behalf of [Academy Entity] or until this Agreement or its successor (if any) is terminated, at which time such records will be transferred to [Academy Entity] and become the sole responsibility of the Board. ESP and [Academy Entity] will maintain the proper confidentiality of personnel, students and other records as required by law and the Charter School Contract.

2.8.3 [Academy Entity] shall be entitled at any time upon reasonable written notice to ESP to audit the books and records of ESP pertaining to its operation of the Academy pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of [Academy Entity].

2.9 Admissions. Implementation of [Academy Entity]'s admission policy per the Charter School Contract.

2.10 Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with [Academy Entity]'s duties and obligations under the Code and other applicable laws and regulations.

2.11 Academic Progress Reports. ESP will provide to [Academy Entity] on a periodic basis, as necessary or appropriate for [Academy Entity] to satisfy its obligations under the Charter School Contract, the Code and other applicable laws and regulations, a report detailing (i) the Academy's students' academic performance, and (ii) ESP's performance of the Educational Services and Administrative Services.

2.12 Rules and Procedures. ESP will recommend rules, regulations and procedures applicable to the Academy and its students and will enforce such rules, regulations and procedures adopted by [Academy Entity] that are not in direct conflict with this Agreement, the Charter School Contract, the Code and other applicable laws and regulations.

2.13 Advances. ESP may, during the Term, elect to make advances of cash to [Academy Entity] for the Academy (an "Advance") for the purpose of meeting the short term working capital or cash flow needs of [Academy Entity] to the extent consistent with the Academy Budget. Each Advance shall bear interest at the then Prime Rate of interest announced by Wells Fargo Bank plus 3% per annum from the date of the Advance until date of repayment by [Academy Entity] from the subsequent free cash flows of [Academy Entity] or the Academy's other resources.

2.14 Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of [Academy Entity] as agreed to, in writing, from time to time by ESP and the Board.

3. Provision of Educational Services and Administrative Services. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at [Academy Entity] (the "Educational Program") as proposed by the ESP and adopted by the Board, all in compliance with the Charter School Contract and the Code. The Administrative Services will be provided in a manner consistent with the Educational Program, the Code and the Charter School Contract.

4. Modification of Educational Services and Administrative Services. Subject to this Agreement, the Charter School Contract, Authorizing District oversight, the Code and other applicable laws and regulations, ESP may modify (i) the Educational Services, provided that any material modification of the Educational Services will be subject to the prior approval of the Board and (ii) the methods, means and manner by which such Administrative Services are provided at any time, provided that [Academy Entity] will have the right to approve all material changes.

5. Budgeting for Educational Services and Administrative Services. ESP will be responsible and accountable to the Board for the provision of all Educational Services and Administrative Services, provided, that such obligations, duties and responsibilities are expressly limited by the Academy Budget established pursuant to Section 2.7, and ESP will not be required to expend funds on such services in excess of the amounts set forth in such Academy Budget.

6. Place of Performance; Provision of Offices. [Academy Entity] will provide ESP with necessary and reasonable classroom and office space at the Facility to perform all Educational and Administrative services described in this Agreement. ESP will provide instructional, extra-curricular and co-curricular services at the Facility. ESP may provide other services elsewhere, unless prohibited by the Charter School Contract, the Code and other applicable laws and regulations.

7. Authority. By this Agreement, [Academy Entity] provides ESP such authority and power as is reasonably necessary or proper for ESP to undertake its responsibilities, duties and



obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code and other applicable laws and regulations.

8. Term.

8.1 Term. Subject to extension pursuant to Section 8.2, this Agreement will be effective on the date hereof and shall be coterminous with the term of the Charter School Contract (the "Term").

8.2 Extension of Term. The Term of this Agreement shall automatically extended upon the renewal or extension of the term of the Charter School Contract ("Automatic Extension(s)"), unless (i) written notice of intent to terminate or renegotiate is given by either party not less than 180 days prior to the expiration of the Term, as the same may have been extended by one or more Automatic Extensions or (ii) this Agreement is terminated pursuant to Section 14.

9. Further Assurance. [Academy Entity] and ESP shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement. Notwithstanding the foregoing, ESP shall have no obligation to agree to any changes which (a) materially increase ESP's obligations or materially reduce its rights under this Agreement, (b) materially alter any terms of the Agreement, including without limitation the economic terms, (c) would jeopardize ESP's receipt of the Management Fee, (d) would prevent ESP from meeting [Academy Entity] and ESP's educational goals.

10. Relationship of the Parties.

10.1 Status of the Parties. The relationship between [Academy Entity] and ESP is based on the terms of this Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as a partner, joint venturer, agent or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

10.2 No Related Parties or Common Control. ESP will not have any role or relationship with [Academy Entity] that, in effect, substantially limits [Academy Entity]'s ability to exercise its rights, including termination rights, under this Agreement. [Academy Entity] and ESP will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

11. Consideration for Services.

11.1 Management Fee. For the Term of this Agreement (including the Term as extended pursuant to Section 8.2), [Academy Entity] will pay ESP an annual fee equal to \_\_\_\_ percent (\_\_\_\_%) of [Academy Entity]'s Gross Revenue for each School Year ("Management Fee"), payable in monthly installments. For purposes of this Agreement the term "Gross

Revenue” shall mean shall mean all receipts of [Academy Entity] of whatsoever kind or nature, excluding any proceeds from borrowings undertaken by [Academy Entity].

11.2 Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. ESP's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Academy.

11.3 Payment of Costs. In addition to the Management Fee, [Academy Entity] will reimburse ESP for all commercially reasonable costs incurred and paid by ESP in providing the Educational Services and Administrative Services to [Academy Entity] for the Academy, including but not limited to all personnel and benefits costs referenced in Section 13.

11.4 Payments to ESP. ESP will receive the monthly installment of its Management Fee in advance on or about the fifteenth (15<sup>th</sup>) day of each month (but in no event later than the date that [Academy Entity] receives payments from the State of Florida through the Authorizing District) beginning the month of July 2011.

12. Other Revenue Sources. [Academy Entity] and ESP may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission, and the Charter School Contract, of [Academy Entity], in the name of either ESP, [Academy Entity] or the Academy; provided, however, that (i) any solicitation of such grants by ESP in the name of [Academy Entity] and/or [Academy Entity] that are in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to the prior approval of the Board, (ii) all such funds received by ESP or [Academy Entity] for the benefit of [Academy Entity] from such other revenue sources shall be deemed to be [Academy Entity] funds, (iii) ESP shall not be required to administer any grants that are not specifically approved, in writing, by ESP, in advance, (iv) only to the extent specifically provided in a grant, ESP shall be entitled to receive, in addition to all any other amounts which are payable to ESP under this Agreement, a grant administration fee, and (v) both [Academy Entity] and ESP shall be required to mutually approve, in writing, any grants proposed by a third party grant writer. Nothing in this Section 12 will be construed to prohibit ESP from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes, except that ESP shall not use [Academy Entity]'s and/or [Academy Entity]'s name in such solicitation without the consent of [Academy Entity].

13. Personnel and Training.

13.1 Personnel Responsibility. Subject to the limitations of this Agreement, the Charter School Contract, the Code and other applicable laws and regulations, ESP will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement, all within the financial constraints of the Academy Budget approved by the Board.

13.2 Employment Status. Except as specified in this Agreement or as required by the Code or the Charter School Contract, the School Leader, teachers and support staff selected by

ESP for the Academy pursuant to this Agreement ("Academy Employees") will be employees of ESP, L.L.C. ("ESP") an affiliate of ESP which handles all ESP employment and human resources administration. ESP will be responsible for conducting or causing to be conducted by ESP all reference, employment checks, criminal background checks and unprofessional conduct checks on all employees and other personnel working or providing services at [Academy Entity] to the extent required under the Code and other applicable laws and regulations. Upon request, ESP will provide or cause to be provided to [Academy Entity] documentary evidence of such background checks.

13.3 Employee Benefits. [Academy Entity] hereby acknowledges and agrees with the package of employee benefits that will be provided to Academy Employees by ESP ("Benefits Package") pursuant to this Agreement and that any material modifications or changes to the Benefits Package shall be implemented only upon the agreement of ESP and ESP, with the approval of Lessee through the budgeting processes provided in this Agreement. A copy of the general provisions and current costs of the Benefits Package are attached hereto as Exhibit A.

13.4 School Leader. [Academy Entity] and ESP acknowledge and agree that the accountability of ESP to [Academy Entity] and the Academy is an essential foundation of this Agreement, and because the responsibility of the administrator of [Academy Entity] (the "School Leader") is critical to the success of [Academy Entity], ESP will have the authority, consistent with the Code and other applicable laws and regulations, to select and supervise the School Leader and hold the School Leader accountable for the success of [Academy Entity]. The employment contract with the School Leader, and the duties and compensation of the School Leader shall be determined by ESP. The School Leader and ESP, in turn, will have similar authority to select and hold accountable the teachers in [Academy Entity].

13.5 Teachers. ESP will provide [Academy Entity] with such teachers as are required to provide the Educational Services and Administrative Services. ESP and the School Leader will determine the number and assignments of such teachers. Such teachers may work at [Academy Entity] on a full or part time basis. Each teacher assigned to [Academy Entity] will be qualified in his or her grade levels and subjects, hold a valid teaching certificate issued by the Florida Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations. Upon written request, ESP will provide [Academy Entity] with documentary evidence of ESP's compliance with this Section 13.5.

13.6 Support Staff. ESP will provide [Academy Entity] with such support staff as is required to provide the Educational Services, Administrative Services and any associated Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff and administrative assistants to the School Leader, bookkeepers and maintenance personnel. Such support staff may work at [Academy Entity] on a full or part time basis.

13.7 Training. ESP will provide training (i) in the instructional methods and curriculum, which comprise the Educational Program, and (ii) with regard to support technology to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Charter School Contract and consistent with ESP's past practices. Non-instructional personnel will receive such training as ESP determines to be reasonable and necessary under the circumstances.

#### 14. Termination of Agreement.

14.1 By ESP. ESP may terminate this Agreement prior to the end of the Term specified in Section 8 in the event that [Academy Entity] fails to remedy a material breach of this Agreement within 60 days after written notice from ESP. A material breach includes, but is not limited to (i) [Academy Entity]'s failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) adoption by [Academy Entity] of an Educational Program for the Academy in substantial variance from the material recommendations of ESP, (iii) [Academy Entity]'s failure to approve a Academy Budget, which is (a) fully compliant with the requirements of Section 2.7.1 and (b) substantially consistent with the recommendation of ESP, or (iv) an act or omission that causes ESP to be unable to perform its material obligations under this Agreement. Termination by ESP will not relieve [Academy Entity] of any obligations for payments outstanding to ESP as of the date of termination or liability for financial damages suffered by ESP as a consequence of [Academy Entity]'s breach (or of ESP's termination as a result thereof) of this Agreement.

14.2 By [Academy Entity]. [Academy Entity] may terminate this Agreement prior to the end of the Term specified in Section 8 in the event that ESP fails to remedy a material breach of this Agreement within 60 days after written notice from [Academy Entity]. A material breach by ESP includes, but is not limited to: (i) a material failure to reasonably account for its expenditures related to [Academy Entity] funds or for other expenses incurred with respect to [Academy Entity] at ESP's direction, (ii) ESP's failure to substantially follow the material policies, procedures, rules, regulations or curriculum required by the Charter School Contract, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Charter School Contract such that the Charter School Contract will be terminated, (iv) the employment of teachers in violation of the Code or this Agreement, (v) any act or omission of gross negligence by ESP that causes [Academy Entity] to materially breach the Charter School Contract or any of [Academy Entity]'s other material contractual obligations in anyway, or (vi) filing of bankruptcy by ESP. Termination by [Academy Entity] will not relieve [Academy Entity] of any obligations for payments outstanding to ESP as of the date of the termination, nor will it relieve ESP for liability for financial damages suffered by [Academy Entity] as a consequence of ESP's breach (or of [Academy Entity]'s termination as a result thereof) of this Agreement.

14.3 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion (a "Change in Law"), other than a Change in Law dealing generally with the funding of charter schools, has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party arbitrator for alternative dispute resolution pursuant to Section 19. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a School Year, whichever is earlier.

14.4 Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, any real or personal property leased by ESP, or any affiliate thereof, to [Academy Entity] or the Academy will remain the real and personal property of ESP, and all

personal property purchased by ESP with the funds provided to ESP by [Academy Entity] will be the personal property of [Academy Entity].

14.5 Advances/Out-of-Pocket Expenses. Upon termination or expiration of this Agreement for any reason, [Academy Entity] shall (i) reimburse ESP for all expenses owed pursuant to Section 11.3, (ii) repay all Advances from ESP and (iii) post a letter of credit or bond in favor of ESP guaranteeing (A) any future payments due under any equipment or facilities lease from, or guaranteed, cosigned, or collateralized by ESP or an affiliate thereof and (B) [Academy Entity]'s performance of any other obligations guaranteed, cosigned, or collateralized in whole or part by ESP or an affiliate thereof.

14.6 Termination of Licenses. Upon termination or expiration of this Agreement by either party for any reason, any licenses to use (express or implied) the ESP's curriculum and Education Program shall automatically terminate, and [Academy Entity] shall immediately cease any use of thereof.

14.7 Return of Materials. Within five business days of any termination or expiration of this Management Agreement by either party for any reason, [Academy Entity] shall (i) assemble in a safe place (a) all materials relating to ESP's curriculum and Education Program of any kind or character, whether in hard copy or electronic format or otherwise, and any copies thereof and (b) all operational, systems and other administrative manuals and material, and copies thereof, and (ii) certify in writing to ESP that [Academy Entity] and the Academy has ceased to use the ESP's curriculum and Education Program materials and all such administrative manuals and materials. At ESP's direction, [Academy Entity] will promptly send at its expense all such materials to ESP or permit representatives of ESP to pick up all such materials at the School.

14.8 Acknowledgement of Damages. In the case of a wrongful termination of by [Academy Entity] of this Agreement, ESP will suffer substantial damages since the Management Fees cover ESP's corporate overhead and profit element, and the wrongful termination may not result in a substantial reduction in ESP's overhead.

15. Proprietary Information and Ownership. Notwithstanding anything contained herein to the contrary, third party curriculum or other educational materials purchased by ESP with funds ESP receives pursuant to this Agreement will be the property of [Academy Entity]. Notwithstanding the foregoing, [Academy Entity] acknowledges that ESP owns the intellectual property rights and interests in ESP's curriculum and Education Program being licensed and/or utilized at [Academy Entity] during the Term of this Agreement. [Academy Entity] acknowledges and agrees that it has no intellectual or property interest or claims in ESP's curriculum and Education Program and has no right to use ESP's curriculum and Education Program unless expressly agreed to in writing by ESP.

16. Indemnification.

16.1 Indemnification of ESP. [Academy Entity] will indemnify, defend and save and hold ESP and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by [Academy Entity] with any agreements, covenants, warranties or undertakings

of [Academy Entity] contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of [Academy Entity] contained in or made pursuant to this Agreement. In addition, [Academy Entity] will reimburse ESP for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 16.1 may be met by the purchase of insurance pursuant to Section 17.

16.2 Indemnification of [Academy Entity]. ESP will indemnify, defend and save and hold [Academy Entity] and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by ESP with any agreements, covenants, warranties or undertakings of ESP contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the ESP contained in or made pursuant to this Agreement. In addition, ESP will reimburse [Academy Entity] for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 16.2 may be met by the purchase of insurance pursuant to Section 17.

17. Insurance.

17.1 Insurance Coverage. [Academy Entity] will maintain general liability insurance and umbrella insurance coverage in the amounts required (i) by the Charter School Contract or (ii) by sound business practices. Such policies shall name ESP and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. [Academy Entity] will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.

17.2 Property and Casualty Insurance. Each party will maintain property and casualty insurance covering all real and personal property owned by that party and which are used or useful in the operations of [Academy Entity]. The amount of such coverage shall be sufficient to fully comply with sound business practices.

17.3 Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering their respective employees, including the maintenance of such insurance with respect to the School Leader, teachers and support staff of [Academy Entity], the cost of which shall be provided for in the Academy Budget.

17.4 Coordination and Cooperation. To the extent requested by [Academy Entity], ESP shall undertake to coordinate the acquisition and maintenance of the insurance requirements of [Academy Entity] under this Agreement and the parties will cooperate with each other to assure the complete, efficient and economical provision of the required insurance coverage. In addition, each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section 17. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

18. Warranties and Representations.

18.1 Representations and Warranties of ESP. ESP hereby represents and warrants to [Academy Entity]:

18.1.1 ESP is a duly organized limited liability company in good standing and is authorized to conduct business in the State of Florida.

18.1.2 To the best of its knowledge, ESP has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

18.1.3 ESP's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

18.2 Representations and Warranties of [Academy Entity]. [Academy Entity] hereby represents and warrants to ESP:

18.2.1 [Academy Entity] is a duly organized non-profit corporation in good standing and is authorized to conduct business in the State of Florida.

18.2.2 The Charter School Contract (i) authorizes [Academy Entity] to operate the Academy and receive revenues under the Code from the State of Florida through the Authorizing District and from federal, State and other resources; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests [Academy Entity] with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

18.2.3 [Academy Entity] has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

18.2.4 [Academy Entity]'s actions and those of the Board have been duly and validly authorized.

18.2.5 To the best of its knowledge, [Academy Entity] is not in breach of the terms of the Charter School Contract and will use its best efforts to insure that it will not breach the Charter School Contract in the future.

18.2.6 To the best of its knowledge, [Academy Entity] is not in breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to [Academy Entity]'s required performance under this Agreement.

18.2.7 The Educational Program has been reviewed and approved by resolution by the Board.

18.2.8 [Academy Entity] and the Board will use its best efforts to insure that the Educational Program complies with and will continue to comply with the Charter School Contract, the Code and other applicable laws and regulations.

18.2.9 [Academy Entity] has no intellectual or property rights or claims in ESP's curriculum and Education Program and will make no such claims in the future.

18.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

19. Alternative Dispute Resolution Procedures.

19.1 Dispute Resolution. All claims, disputes, and other matters in controversy ("Disputes") between the parties hereto arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement shall be resolved exclusively according to the procedures set forth in this Section 19.

19.2 Mediation. No party shall commence an arbitration proceeding pursuant to the provisions of Section 19.3 unless such party shall first give a written notice (a "Dispute Notice") to the other party hereto setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") in effect on the date of the Dispute Notice. If the parties cannot agree on the selection of a mediator within 20 days after delivery of the Dispute Notice, the mediator will be selected by the AAA. If the Dispute has not been resolved by mediation within 60 days after deliver of the Dispute Notice then the Dispute shall be determined by arbitration in accordance with the provisions of Section 19.3.

19.3 Arbitration. Any Dispute that is not settled through mediation as provided in Section 19.2, shall be resolved by final and binding arbitration in Palm Beach County, Florida, governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq, and administered by the AAA under its Commercial Arbitration Rules in effect on the date of the Dispute Notice, except that persons eligible to be selected as arbitrators shall be limited to lawyers with excellent academic and professional credentials (i) who are or have been a partner in a highly respected law firm or a law professor for at least 10 years specializing in either general commercial litigation or general corporate and commercial matters with experience in the field of joint ventures and limited liability company agreements and (ii) who have both training and experience as arbitrators. All such Disputes shall be conducted by a single arbitrator, unless the Dispute involves more than \$250,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. Each party shall be entitle to strike on a peremptory basis, for any reason or no reason, any or all of the names of potential arbitrators for the list submitted to the parties by the AAA as being qualified in accordance with the criteria set forth herein. In the event the parties cannot agree on a mutually acceptable single arbitrator from the one or more lists by the AAA,



the AAA shall designate three persons who, in its opinion, meet the criteria set forth herein, which designees may not include persons named on any list previously submitted by the AAA. Each party shall be entitled to strike one of such three designees on a peremptory basis, and shall indicate its order of preference with respect to the remaining designees, and the selection of the arbitrator(s) shall be made from such designee(s) which have not been so stricken by any party in accordance with their indicated order of mutual preference. The arbitrator(s) shall base their award on applicable law and judicial precedent and, unless the parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19.4 Costs and Attorneys' Fees. If a party hereto fails to proceed with mediation or arbitration as provided herein or unsuccessfully seeks to stay such mediation or arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

19.5 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 19 are pending. The parties will take such action, if any, required to effectuate such tolling.

20. Miscellaneous.

20.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between [Academy Entity] and ESP regarding the Academy.

20.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

20.3 Governing Law. The laws of the State of Florida will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

20.4 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties regarding the Academy.

20.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

20.6 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile

(with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To [Academy Entity]:

To ESP

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

20.7 Assignment. This Agreement will not be assigned by ESP without the prior consent in writing of [Academy Entity] or by [Academy Entity] without the prior consent in writing of ESP, provided that ESP may assign this Agreement to an affiliated entity or an entity that is a successor to all or a substantial portion of ESP's business and may delegate the performance of, but not responsibility for, any duties and obligations of ESP hereunder to any independent contractors, experts or professional advisors, subject to [Academy Entity] approval, which approval can not be unreasonably withheld.

20.8 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by authorized officers of both [Academy Entity] and of ESP.

20.9 Waiver. No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

20.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been co-maintained in this Agreement. To the extent that any of the services to be provided by ESP are found to be an invalid delegation of authority by [Academy Entity], such services will be construed to be limited to the extent necessary to make the services valid and binding.

20.11 Successors and Assigns. Except as limited by Section 20.7, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

20.12 No Third Party Rights. This Agreement is made for the sole benefit of [Academy Entity] and ESP, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

20.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

20.14 Binding Effect: Counterparts. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

[Academy Entity]

ESP

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_