

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 7/22/14	<div style="display: flex; justify-content: space-between;"><div>Open Agenda ___ Yes <u>X</u> No</div><div>Special Order Request ___ Yes <u>X</u> No</div></div>	Agenda Item Number L-3
TITLE: First Amendment to Charter School Agreement with Florida High School for Accelerated Learning – South Broward County Campus, Inc.		
REQUESTED ACTION: Approve the First Amendment to the Charter School Agreement with Florida High School for Accelerated Learning – South Broward County Campus, Inc., d/b/a Dolphin Park High School		
SUMMARY EXPLANATION AND BACKGROUND: <p>Florida High School for Accelerated Learning – South Broward County Campus, Inc., on behalf of Dolphin Park High School - 5331, desires to amend its Charter School Agreement to change the performance measurement indicators and to increase the enrollment capacity of the school.</p> <p>A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center.</p> <p>A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda.</p> <p>This Amendment has been approved as to form and legal content by the Office of the General Counsel.</p>		
SCHOOL BOARD GOALS:		
<div style="display: flex; justify-content: space-between;"><div>___ • Goal 1:</div><div>High Quality Instruction</div></div> <div style="display: flex; justify-content: space-between;"><div>___ • Goal 2:</div><div>Continuous Improvement</div></div> <div style="display: flex; justify-content: space-between;"><div><u>X</u> • Goal 3:</div><div>Effective Communication</div></div>		
FINANCIAL IMPACT:		
There is no financial impact to the District.		
EXHIBITS: (List)		
<ul style="list-style-type: none">• Executive Summary• First Amendment to Charter School Agreement with Florida High School for Accelerated Learning – South Broward Campus, Inc.• Exhibit A		
BOARD ACTION:		SOURCE OF ADDITIONAL INFORMATION:
APPROVED		Jody Perry 754-321-2135
(For Official School Board Records' Office Only)		Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Leslie M. Brown
Chief Portfolio Services Officer
Portfolio Services

JUL 22 2014

Approved in Open Board Meeting on: _____

By: _____

School Board Chair

EXECUTIVE SUMMARY

Florida High School for Accelerated Learning – South Broward County Campus, Inc.,
d/b/a Dolphin Park High School - 5331

The original agreement with Florida High School for Accelerated Learning – South Broward Campus, Inc., was approved at the May 6, 2008, Regular School Board Meeting, Item I-12.

The Sponsor and the School entered into a subsequent renewal agreement on April 23, 2013 for a five-year period ending June 30, 2018, Regular School Board Meeting Item E-2.

Florida High School for Accelerated Learning – South Broward County Campus, Inc., on behalf of Dolphin Park High School - 5331, desires to amend its Charter School Agreement to change the performance measurement indicators and to increase the enrollment capacity of the school.

The Parties acknowledge that due to the nature of the School's multiple daily session design, the School's daily maximum enrollment capacity may exceed the facility's maximum capacity as provided in its certificate of occupancy. The School agrees to submit the actual student enrollment per session on a quarterly basis to the Sponsor.

The term of the Charter shall remain the same, covering five years commencing on July 1, 2013, and ending on June 30, 2018.

Dolphin Park High School – 3206 S. University Drive, Miramar, Florida 33026, which is located in District 2.

The governing board members of Florida High School for Accelerated Learning -South Broward County Campus, Inc., reside in Broward County, Florida.

FIRST AMENDMENT TO CHARTER SCHOOL AGREEMENT

THIS FIRST AMENDMENT TO CHARTER SCHOOL AGREEMENT ("AMENDMENT") is entered into effective as of this 22nd day of July, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as "Sponsor"],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING –
SOUTH BROWARD COUNTY CAMPUS, INC.
d/b/a "DOLPHIN PARK HIGH SCHOOL,"**

a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
3206 S. University Drive
Miramar, Florida, 33025

WHEREAS, the parties entered into a Charter School Agreement on or about May 6, 2008, wherein the SCHOOL was authorized to operate a charter school, grades 9-12 in Broward County, Florida; and

WHEREAS, the School submitted a Charter School Renewal Application, dated December 10, 2012, which was approved by the Sponsor; and

WHEREAS, the Sponsor and the School entered into a Charter School Agreement on April 23, 2013, for a five-year period expiring June 30, 2018 ("Charter"); and

WHEREAS, the Agreement incorporates by reference a Charter School Application submitted by the SCHOOL to the SPONSOR; and

WHEREAS, Section 4.1 of the Agreement permits the amendment of that agreement during its term through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and

WHEREAS, the School desires to amend the Agreement to provide more appropriate performance measurements; and

WHEREAS, the School seeks to amend the Charter to provide a maximum enrollment of 600 students.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the Parties hereby agree as follows:

1.01 Recitals: The Parties agree that the forgoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 Amendments: Sections 3.A and 4.A of the Charter School Agreement shall be amended to provide as follows:

Section 3.A: **Student Performance:** Student performance shall be assessed and evaluated in accordance with the School's governing laws and rules, the assessment and evaluation provisions of the School's approved Application (Appendix 1) and the provisions of this Charter. In addition to evaluating the School's success in achieving the objectives stated in either the Application, the School Accountability Plan, or the School Improvement Plan the School shall be held accountable for meeting federal and state student performance requirements, as provided in Sections 1001.02, 1008.33, and 1008.345, Florida Statutes. The School agrees to permit the Sponsor's personnel to observe the charter school's operations to assess student performance upon reasonable notice. The School's performance goals for the remaining term of this Charter are set forth in Exhibit A. Consistent with the requirement for the School's program to be innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes, the School may propose amended performance goals for review and approval of appropriate school district staff.

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor through its approval of this Agreement or of the Section 2A of the School's Application (Appendix 1). The School's maximum enrollment is hereby increased to 600 students, commencing with the 2014-2015 school year. The School shall submit an amended budget for such projected increased enrollment to the Sponsor no later than June 30, 2013. In addition, the School shall provide the Sponsor appropriate applicable local approvals for such increased capacity, if necessary, the later of either fifteen (15) days' prior to the first day of the school year or thirty (30) days' prior to implementing such increased capacity. The Parties acknowledge that because of the School's multiple daily sessions, the School's maximum enrollment capacity may exceed the facility's maximum capacity as provided in its certificate or temporary certificate of occupancy, provided the number of persons occupying the facility at any time shall not exceed the facility's maximum capacity. The School agrees to submit the actual student enrollment per session (morning, afternoon, evening) as a snapshot on a particular day, on a quarterly basis. The School may submit such information for the day report cards are distributed or other appropriate day, and by electronic mail to the Sponsor's designee. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The School's minimum enrollment is 200. The parties agree that this enrollment is the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School

provides the Sponsor a revised and balanced budget within sixty (60) days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

2.01 Balance of the Agreement Unchanged All other portions of the Charter School Agreement and Charter School Application remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

**FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING –
SOUTH BROWARD COUNTY CAMPUS, INC.
d/b/a “DOLPHIN PARK HIGH SCHOOL,”**

By: Brian Turnau

Its: Chair

Attest: _____

Secretary
Witness: [Signature]

Witness: [Signature]

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of June, 2014 by

Name of Person on behalf of
the Governing Entity

of
Florida High School for Accelerated
Learning – South Broward County Campus,
Inc. d/b/a “Dolphin Park High School”

He/She took an oath and is personally known to me or has produced _____ as
identification.

My commission expires:

(SEAL)  **Petra Alexander**
COMMISSION #EEB75192
EXPIRES: FEB. 14, 2017
WWW.AARONNOTARY.COM

My commission expires:
February 14, 2017

[Signature]
Signature – Notary Public

Petra Alexander
Printed Name of Notary Public

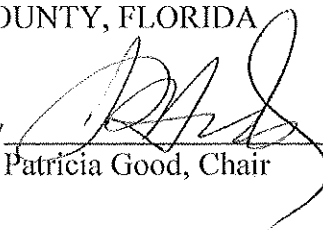
FOR THE SPONSOR

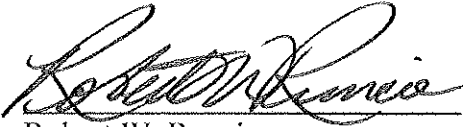
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By


Patricia Good, Chair



Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

 06/25/14
Office of the General Counsel

EXHIBIT A
FIRST AMENDMENT TO CHARTER SCHOOL AGREEMENT

Learning Gains:

Academic Improvement Expected:

The percentage of enrolled students for both the October and February FTE will show reading or Math gains on the FCAT (or approved substitute test) annually until the goal is obtained.

Evaluation of Success:

Individual student learning gains will be determined by comparing each student's prior year test score to the current year test score using the three different methods in the School Improvement Rating Technical Assistance Paper.

Goal/Results to be Attained:

The School will receive a rating of "Maintaining" or "Improving" for learning gains as determined by the School Improvement Rating method.

FCAT/Testing Participation:

Academic Improvement Expected:

The percentage of enrolled students for both the October and February FTE counts taking the FCAT (or approved substitute test) will increase annually until the goal is obtained.

Evaluation of Success:

The students enrolled for both the October and February FTE counts will be identified. The percentage of these students taking the FCAT will be measured.

Goal/Results to be Attained:

The School will meet state expectations on testing for School Improvement Rating accountability requirements.

Individual Success Plan (ISP) Progress:

Academic Improvement Expected:

The percentage of goals achieved on each student's ISP will increase each year until the goal is obtained.

Evaluation of Success:

The percentage of goals listed on graduating students' Individual Success Plans (ISP) will be calculated.

Goal/Results to be Attained:

Eighty percent (80%) of the students enrolled in the School will achieve eighty percent (80%) of the goals on their Individual Success Plan (ISP) prior to graduation.

Success Rate:**Academic Improvement Expected:**

The graduation rate will increase a minimum of two percent (2%) annually until the goal is obtained.

Evaluation of Success:

Twenty percent (20%) of the Average Daily Enrollment (ADE) will be calculated and compared to the number of students graduating in the current school year.

Goal/Results to be Attained:

The School will annually graduate 20% of its Average Daily Enrollment (ADE). The graduation rate will increase a minimum of 2% annually until the goal is obtained.

Post-Secondary Transition:**Academic Improvement Expected:**

The percentage of graduating seniors transitioning into a positive postsecondary option will increase each year until the goal is obtained.

Evaluation of Success:

Graduating seniors will be monitored to determine their post-secondary educational and employment status.

Goal/Results to be Attained:

Ninety five percent (95%) of the School's graduating seniors will: (a) enter a four (4) or two (2) year college; (b) enter a trade or technical school; (c) enter the military; or (d) enter the workforce.