



**5-Year Evaluation and  
5-Year Contract Renewal Request  
2022-2023**

***Presented to Odyssey Charter School, Inc. Board of Directors***

***Contract Renewal Term 7/1/23-6/30/28***

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May 1, 2023

Dear Odyssey Charter School Board of Directors,

Within this document is a brief review of the last five years of the work performed by Green Apple School Management for the Odyssey schools. It cannot contain everything but serves to provide the board a glimpse of the strong commitment and passion in which we perform our work.

Odyssey, for us, is not just a job, but a mission to serve children at the greatest levels possible while striving to constantly improve our practices. We recognize that every child is to be held in the highest regard and our duty is to provide them with many different educational experiences, so that they can develop and find their own true and unique potential. Our management company, accredited through Cognia, works to provide a wide variety of programs to meet the needs of all children. These programs include many different types of hands-on applications designed to help children think for themselves and develop problem-solving and critical thinking skills.

These last five years were filled with many challenges to overcome as well as exciting new developments. While we navigated pandemics during a time of great uncertainty, we also with hope, built the new wing at Eldron and added the Constance Ortiz Wellness and Performing Arts Center at Wyoming. (Thank you for honoring me by naming it after me!) Students' lives were interrupted, absences doubled and tripled, mental health was impacted for all, but together we found a way to add more counsellors and social workers to support our students and staff, and we continued to grow.

Odyssey Charter School remains high performing as defined by the FLDOE and Odyssey Preparatory received the distinction of receiving the only 'A' in Palm Bay last year, both signs of solid academic health. The schools also maintain robust financial health as indicated on a chart in the pages that follow, that compares Odyssey schools' financial health to the financial health of all charter schools serving Palm Bay.

I see the next 5 years as a time to move Odyssey Preparatory to a new home, where it can spread its wings, and a time for the Jr/Sr High to expand into Odyssey Prep's Wyoming location. We will also be working on the growth of the culture, leadership stability, and blueprint for the Jr/Sr High. There will be challenges with building, outfitting, and finding new teachers, while keeping the academics strong. This will be an exciting time of rounding out our schools and will take a full 5 years to build and stabilize the new growth plan.

I thank you for your commitment to our schools and for having the confidence in me and my team of professionals to continue the work, to increase our passion and commitment, and to help Odyssey be all that it can be so that it can serve our community children with excellence well into the future.

Sincerely,

A handwritten signature in blue ink that reads "Constance Ortiz". The signature is stylized with a large, looped "O" at the end.

Constance Ortiz  
Chief Executive Officer

## Odyssey Charter School, Inc.

### Mission & Vision

The mission of Odyssey Charter School is to work in partnership with the family and community, with the aim of helping each child reach full potential in all areas of life. We seek to educate the whole child with the understanding that each person must achieve a balance of intellectual, emotional, physical, spiritual, and social skills as a foundation for life.

### Essential Elements of Odyssey - *There are primarily five (5) key Essential Elements of an Odyssey education:*

- ***Montessori Philosophy and Growth Mindset:*** Our school philosophy begins with a deep respect for children as unique individuals. We focus upon healthy social and emotional development. Our community is a warm and supportive community of students, teachers, and parents. Our students do not get lost in the crowd.
- ***Creating the Culture for Learning through Positive Discipline in the Classroom:*** Our Positive Discipline in the Classroom program prepares children for responsible citizenship. Through class meetings, we create an atmosphere of caring based on kindness and firmness, dignity, and mutual respect. We know that real learning takes place in a non-threatening environment. We focus on solutions instead of problems. We consider our mistakes as wonderful opportunities to learn.
- ***Academic Rigor and STEAM:*** Academic Rigor is defined as 1) having high expectation for all students to learn at high levels, 2) offering differentiated lessons to ensure that all students master the state standards, and 3) providing ongoing and supportive feedback to students throughout their learning. At Odyssey, the “STEM” of STEAM stands for Science, Technology, Engineering, and Mathematics and the “A” stands for Arts, Agriculture, Athletics. STEAM encourages students to question, challenge, and critique within the realms of areas like science, art, and technology, giving them a more rounded understanding and appreciation for the world and their learning.
- ***Wellness, Health and Nutrition:*** Odyssey believes in the importance of nutrition education for children. We have adopted nutrition education programs developed by Columbia University’s Teachers College and the Center for Eco-Literacy. This program teaches students about food, culture, health, and the environment, as well as growing food, farm to table, and choice, control, and change. We also offer on our campuses Garden Education in elementary school and Organic Agriculture at our Jr/Sr High school.
- ***Collaborative Leadership and Professional Learning Communities:*** When teachers have opportunities for collaborative inquiries and the learning related to it, they develop and share a body of wisdom gleaned from their experience. Teachers work together in planning instruction, observing each other’s classrooms, and sharing feedback. Professional Learning Communities also give attention to six attributes: supportive and shared leadership; collective creativity; shared values and vision; supportive conditions; and shared personal practice.

## Green Apple School Management, LLC

### Mission

Green Apple School Management provides support through consultation and guidance to boards, school administrators, and staff in the development of "green" and healthy, holistic educational programs and schools that focus on academic excellence. Our professional guidance and technical assistance enable schools to establish and maintain a focus on whole-child development. Our unique support ensures direction on how to build nourishing school communities and a healthy school culture to create a foundation for thriving environments designed for authentic and individual learning.

### Vision

Our unique brand for creating academically rigorous, "green" and healthy, holistic schools ensures the highest levels of student success to prepare our students for future leadership. GA schools improve the lives of students through a Whole Child/Whole School approach to education, thereby providing programs and environments that encourage students to develop their full and unique potential to realize the highest levels of academic excellence and achievement.

### Educational Service Provider Services: *Contractual Services and Non-Contractual Services*

Green Apple School Management (Green Apple) is a charter school support and service organization, fully accredited by Cognia, the world's largest academic accrediting agency for K-12 in colleges and universities. Green Apple provides a wide array of services that cover three primary domains: Mission/Academics, Business, and New Growth and Development.

**Green Apple Services Provided without Renumeration-** *Green Apple provides certain services that are not included in the contract and therefore, no compensation has been received for those services. These services are listed below.*

#### **Business**

##### **Management and Support**

- Planning, Monitoring, Support, and Management of MVG
- Planning, Monitoring, Support, and Management of Before and After Care, Summer Camp
- Planning, Monitoring, Support, and Management of Transportation
- Planning, Monitoring, Support, and Management of Athletics

##### **Financial Management**

- Grant Management for MVG and Before and After Care
- Bookkeeping and Financial Management Services for MVG
- Bookkeeping Services and Financial Management Services for Before and After Care
- Bookkeeping Services and Financial Management Services for Athletics
- Bookkeeping Services and Financial Management Services for Transportation
- Grant Applications – Title I, II, IV, IDEA, Perkins, CAPE, ESSER, and many sub-grants

#### **Academic**

##### **Professional Development**

- Professional Development on High Yield Instructional Practices
- New Teacher Induction Program
- New Teacher Institute

- Professional Development on Teacher Engagement Practices
- Substitute Training
- Guidance and Training on Student Discipline

### **Educational Program**

- Student Enrollment Support and Registrar Training
- Extracurricular Program Support and Management
- Development and Support on Gifted Student Programs, including GATEway (Gifted and Talented Education program) and Enrichment Model

### **Training on School Culture**

- Mental Health Training and Programming
- Training in School Tours
- Training in Parent Presentations for Orientation and Other Meetings
- Training in Customer Service/Hospitality

### **Master Schedule and Daily Classroom Schedules**

- Support with Student Scheduling

### **School Improvement Plans**

- Support for the development of School-Wide Action Plans

### **Comprehensive Student Assessment Plan (CSAP)**

- Data Analysis and Presentations

### **Technology Usage and Integration in Classrooms**

- Rostering and Set-Up of Technology Software/Programs
- Planning for Use of Technology in the Classrooms
- Training on CANVAS
- Training on Use of Online Textbooks

### **Instructional Leadership**

- Principal and Assistant Principal Training
- Annual Leadership Retreats
- Effective Leadership Practices
- Annual Leadership Book Study

### ***Human Resources***

#### **Benefits**

- Self-Employed Benefit Management including 401K (thousands of hours)
- Visa Support for New Hires

### ***Legal***

- Advice on Title IX and Similar Investigations
- Support with Investigations and Grievances
- Legal and Risk Management
- Support for OSSS and Threat Assessment Team

<b><i>Green Apple Services Provided</i></b>
<b><i>Mission/Vision</i></b>
<ul style="list-style-type: none"> <li>- “Green” Building Design</li> <li>- Healthy School Lunch Programs</li> <li>- Positive Discipline in the Classroom</li> <li>- Montessori Education Model and Mastery Learning Model</li> <li>- Professional Learning Communities</li> <li>- Differentiation of Instruction</li> <li>- Nutrition Education</li> <li>- Environmental Education</li> </ul>
<b><i>Cognia Accreditation</i></b>
<ul style="list-style-type: none"> <li>- Leadership Capacity</li> <li>- Learning Capacity</li> <li>- Resource Capacity</li> </ul>
<b><i>Business</i></b>
<b>Financial Management</b> <ul style="list-style-type: none"> <li>- Audit Preparation and Supervision</li> <li>- General Accounting Services</li> <li>- General Ledger Account and Bank Reconciliation</li> <li>- Cash Flow Reports</li> <li>- Revenues</li> <li>- Accounts Payable</li> <li>- Accounts Receivable</li> <li>- Donation Management</li> <li>- Grant Management</li> <li>- Budget Development and Amendments</li> <li>- Tax Filings</li> <li>- Financial Reporting</li> <li>- Apply for and Manage Available Public Funding</li> <li>- Coordinate Services of Certified Public Accountant</li> <li>- Quarterly and New School Bookkeeper Training</li> <li>- Bookkeeping Services for Inc.</li> <li>- Grants Budgeting and Management</li> <li>- Facility Planning and Budgeting</li> <li>- Transportation Planning and Budgeting</li> <li>- Information Technology (IT) Planning and Budgeting</li> <li>- Food Service Planning and Budgeting</li> <li>- Procurement</li> </ul>
<b><i>Management, Support, and Compliance</i></b>
<ul style="list-style-type: none"> <li>- Charter Tools Management and Compliance</li> <li>- Preparation of Board Meeting and Minutes</li> <li>- Board Docs and Maintenance and Storage of Board Documents</li> </ul>

- Development of Operational and Procedural Handbooks
- Compliance Monitoring of Federal and State Statutes
- Contract Management
- Vendor Management
- National School Lunch Program Support and Management
- Facility Operation Support and Management
- Transportation Support and Management (i.e., Buses)
- Information Technology (IT) and Network Support and Management
- Data Management
- Maintenance and Retention of Records Management and Support
- Grievance Support; Manage and Support of Parent Complaints/Concerns
- Insurance Management
- Policy Development and Implementation

### ***Academic***

#### **Professional Development**

- Training on Odyssey Mission and Model
- Positive Discipline in the Classroom Training
- MTSS Coordinator Training
- Leadership and Staff Development and Retention Program
- Evaluations/Walkthrough Training
- Professional Development of Mastery Learning
- Professional Learning (Professional Development) On-site, Off-site, Online
- Classroom Walkthroughs and Feedback

#### **Educational Program**

- Class Scheduling/Enrollment Administration
- Instructional Practices and Educational Programming Development
- Support for Special Education
- Support for English Language Learners
- Support for Lowest 25% Learners and Intervention Design

#### **Training on School Culture**

- Professional Development on Professional Learning Communities
- Professional Development on Positive Discipline in the Classroom

#### **Support with the Selection of Board Adopted Curriculum Program**

- Research and Selection of Instructional Materials
- Educational Program Evaluation
- Course Scope and Sequencing/Curricular Mapping
- Curriculum Guides
- Curriculum-at-a-Glance
- Program of Studies

#### **Comprehensive Student Assessment Plan**

- Support for Implementation of State Assessments



- Progress Monitoring Assessments
- Summative Assessments

### **School Improvement Plans**

- Implementation of Needs Assessments
- Administration and Analysis of Principal, Assistant Principal, Teacher, Coaches', Parent and Student Surveys

### **Instructional Leadership**

- Leadership Development and Retention Program

## ***New Growth***

### **Charter Applications**

- Charter Contracts
- Charter Contract Renewal
- Start-Up Grants for New Charter Schools

### **New Construction**

- Organization of all Construction Projects, including Planning, Design, and Attending at all Construction Meetings
- Planning with Financial Consultants for the Successful Budgeting for all Construction Projects
- Arranging Architects, Construction Contractors, and all other Support Personnel for Construction projects
- Principal and Staffing Recommendations

## ***Human Resources***

- Teacher Certification Support
- Payroll
- Employee Recruitment Support
- Employee Staffing Support
- Employee Onboarding
- Employee Monitoring and Evaluations
- Develop Salary Schedules
- Review of Discipline of Employees
- Employee Investigations
- Manage Staff Professional Development
- Coordinate Background Checks/Fingerprinting
- Manage Worker's Compensation and Disability Claims
- FCPCS Evaluation System Training and Support

## ***Recruitment and Retention of Students***

### **Recruitment and Community Outreach Management**

- Student Recruitment
- Marketing (brochures, social media, flyers, postcards)
- Community Outreach

- Fundraising
- Public Relations
- Social Media Management
- Communications with Stakeholders – Staff, Parents, Students

### ***Legal***

- General Legal Compliance
- 501(c)(3) Compliance
- Federal Programs Compliance
- Communications/Negotiations with Federal, State, and Local Government Entities
- Manage Litigation and Complaints
- Manage Legal Counsel

### ***Student and Staff Safety***

- Recommendation of OSSS and Support for Safety Team
- Compliance Supervision Emergency Drills and Emergency Evacuation Procedures
- Planning for Crisis Management
- Training on Dealing with the Media During Crisis

### Financial Comparisons – Local Charter School Finance Comparisons

Green Apple School Management has worked diligently through the years to ensure our schools are thriving financially. The following is a chart from the 2021-22 Independent Audit indicating the financial conditions for each charter school that serves the students of Palm Bay.

	Pineapple Cove	Pineapple Cove West Melbourne	Palm Bay Academy	Imagine West Melbourne	Royal Palm Charter	Odyssey Prep	Odyssey Charter
Student Enrollment	1044	796	364	588	332	458	1847
Cash & Equivalents	\$55,657	\$774,417	\$1,395,689	\$1,242,478	\$802,372	\$1,554,992	\$4,958,103
Due From Others	\$773,238	\$446,063	\$151,453	\$319,997	\$363,792	\$475,207	\$589,965
Total Assets	\$29,710,199	\$22,341,962	\$12,262,383	\$17,782,836	\$4,459,550	\$5,521,197	\$31,218,429
Total Liabilities	\$33,107,243	\$24,345,903	\$15,037,590	\$17,280,467	\$2,997,850	\$4,054,125	\$24,047,148
Net Position	(\$3,397,044)	(\$2,003,941)	(\$2,775,207)	\$502,369	\$1,461,700	\$1,467,072	\$7,171,281

### Overview of Financial Supports

- GA manages approximately \$30,000,000 of Revenue for Odyssey Charter School, Inc. annually.
- In FY23, through March, GA was also managing 44 grants totaling over \$10,000,000.

FY23	OPA	OCS	Inc. (Includes MVG)
Revenue	3,684,107	14,255,462	1,939,600
Total Grant Amounts	2,163,487	8,144,235	401,035
Number of Grants	19	23	2

FY23 Grants Managed by Green Apple School Management	
Title I	ESSER II Lump Sum
Title II	ESSER II Technology Assistance
Title IV	ESSER II Civic Literacy
IDEA	ESSER II Reading Tutoring
CTE	ESSER II Get There Faster Dual Enrollment
CAPE	ESSER II Supplemental Programming
Perkins	ESSER II Drivers Choice
Capital Outlay	ESSER III - ARP ESSER
Surtax Revenue	ESSER III Summer Learning Camps
Safety Security	ESSER III Target Math & STEM
Mental Health	ESSER III Supplemental Programming
MVG – ARPA	ESSER III Intensive AS & Weekend Academics
MVG – ARPA II	ESSER III Instructional Materials

### Financial Comparisons – Charter School Management Fees

Green Apple School Management currently charges \$700 per FTE for all the services included in the **Educational Service Provider Services** section of this report (starting on page 6). This fee equates to approximately 8.6% of the total FTE revenue.

A random selection of management company fee structures was taken from the recent independent annual audits on the Florida Auditor Generals' website. The fee structures pulled vary and most of the management companies noted were not accredited and do not provide academic services. In addition, many companies charge additional funds of up to 3% for grant management. We were not able to find any companies that provide support for specialized departments like food service, transportation, pre-school, and before/aftercare. (Academica Management Company charges the least at \$450 per student for business services, only. There are no academic services provided. New facility development is often times charged from another LLC developed for facilities.)

	<b>Academic Solutions Academy, Fort Lauderdale</b>	<b>AcadeMir Charter School, East of Doral</b>	<b>Bell Creek Academy High School</b>	<b>Bridgeprep Academy of Broward</b>	<b>Viera Charter School</b>	<b>Imagine Charter School of Weston</b>	<b>Odyssey Schools</b>
	Academic Solutions Academy, Inc.	Superior Charter School Services	Charter School Associates	SMART Management	Charter School Associates	Imagine Schools	Green Apple School Management
<b>Fees</b>	10-14% of all revenue	10% of FTE revenue	10% of gross operating revenue	8-10% of FTE revenue	9% of revenue	8.63% of revenue	8.6% of FTE revenue
<b>Services</b>	Management and consulting services	Administrative and educational management services	Marketing, curriculum design and implementation; Student and staff recruiting; Principal selection; and General management school operations	School management	Cognia Accredited, Management and oversight, contracted finance/accounting, contracted HR/payroll, and development services	Facilities and school management	Mission, Academic, Business, New Growth and Development, Cognia System Accreditation

## Educational Service and Support Provider Evaluation Instrument

**DIRECTIONS:** This instrument is designed to be used charter schools and other educational organizations to evaluate and provide feedback to Educational Service and Support Organizations (ESPs) that provide services to support the school. It can be used for CMOs, EMOs, back-office providers, consultants, technology and other operations subcontractors (e.g., foodservice, transportation, custodial). These organizations are referred to as Service Providers in the instrument.

### Components

- **Section 1** addresses how the Service Provider contract compliance with the specific requirements identified in the agreement between the ESP and the charter school.
- **Section 2** evaluates the quality of service provided in each functional area (if there is more than one) – e.g., professional development, interim assessment, financial management and reporting, human resource management, school operations management and support.
- **Section 3** is a form that the Service Provider may use to provide a response and feedback to the school organization on the evaluation.

These three sections should provide a mechanism to improve contractor, consultant or vendor performance by identifying strengths and weaknesses of the Service Provider relative to their scope of work, and the quality of their service in specific areas. It can be used annually to monitor the Service Provider's performance over the term of their contract, or on a one-time basis to inform decisions about contract renewal, changing Service Providers or self-performing their activities.

### Recommended Process

1. School should designate an evaluation committee or individual (e.g., Executive Director, Chief Operating Officer, Board member or consultant) to coordinate the process.
2. The committee or designate should have Section 1 completed by appropriate members of the committee or school. As Section 1 is more about technical compliance with the contract, we recommend there is only one copy of this form even if it incorporates input from several people.
3. Section 2 should be distributed to the specific “users” of each functional service or Service Provider staff – e.g., principals, executive directors, board treasurers, school operations managers, human resource directors, etc. They should complete the form and return to the committee or individual designate.
4. The committee or designated individual should collect both sections and assemble into a single document for distribution to the ESP.
5. The Service Provider should complete Section 3 and return to the committee or designated individual.

6. The committee or individual should have a meeting with the Service Provider to discuss the overall report. The meeting could be private or an open board or school staff meeting.

### Rating Rubric

**Section 1** deliberately has only three ratings: compliant, probationary, and non-compliant.

This section is not intended to be evaluative, but rather identify any specific areas of contract non-compliance by the Service Provider.

Rating	Description
Compliant	The Service Provider meets the contract requirement all or substantially all the time.
Probationary	The Service provider has failed to meet the contract requirement on one (if material) or several occasions, but the school organization has not received any notice of non-compliance from its authorizer or other governmental agency, and the Service Provider has been made aware of the deficiency and taken action to address the deficiency.
Non-compliant	The Service Provider has consistently or materially failed to comply with the contract requirements, and/or a notice of non-compliance has been received by the school organization from its authorizer or other governmental agency.

**Section 2** is evaluative. **Note that specific reviewers may not be able to evaluate certain criteria, so it is fine to leave the box blank or write “N/A.”**

Rating	Description
4 - Exceeds Expectations	The Service Provider exceeds the expectations of the school organization by providing an excellent level of service, e.g., producing reports ahead of schedule, anticipating problems and responding immediately to urgent requests, working extraordinarily flexible hours to meet the school organization’s needs, or providing supplementary detail or support “beyond the call of duty”. The Service Provider consistently advances the school organization’s mission.
3 - Satisfactory	The Service Provider consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare event of failing to meet expectations, the Service Provider acknowledges the deficiency and takes clear and decisive action to address it.
2 - Needs Improvement	The Service Provider has occasionally failed to meet the school organization’s expectations, or has made a material error but otherwise has performed satisfactorily. In response to such failure, the Service Provider is slow to respond or challenges the facts rather than focusing on solving the problem proactively.
1 - Unsatisfactory	The Service Provider consistently fails to meet the school organization’s expectations, is inflexible when urgent or adhoc requests are made, does not respond quickly to calls or emails, subverts the school organization’s mission by its actions and behaviors and does not embody the values of the school organization.

## Section 1: Contract Compliance

Reviewer, Title, Date Wendi Nolder, Principal, and Leslie Maloney, Board President, 5/17/23

Rating Scale	In compliance = 3	Probationary = 2	Non-Compliant = 1
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### Criterion 1: Reports to Board

Rating: 3 – In compliance

- Annually/Quarterly/Monthly or as required
- Coordinates and attends Board meetings
- Maintains minutes and records as per requirements of State law and the Charter
- Facilitates all communication with the Board of Directors

**Criterion 1 Comments:** Green Apple School Management (Green Apple) coordinates and facilitates the Odyssey Board of Directors meetings. The CEO, along with the Board Secretary, ensures that all Board meetings are properly prepared and coordinated, and minutes/records are maintained. In addition, the CEO works with school leaders to ensure proper reporting takes place.

In January 2023, the GA Team brought forward Board Docs to organize the Board Agendas, Minutes, and Documents, electronically making them easily accessible by Board members and leadership. This program allows school-based managers, principals, and directors to submit items for each Board Agenda, as well as submit progress reports on Board of Directors' Strategic Plan goals.

In addition to maintaining Board Minutes, GA oversees the completion, ongoing progress monitoring, submission, and retention of all State Records and Charter Records in all required areas including the schools' websites, Charter Tools, and state submission.

### Criterion 2: Complies with local, state and federal guidelines.

Rating: 3 – In compliance

- Meets Timelines designated by State and Sponsor
- Complies with legal requirements of the Charter

**Criterion 2 Comments:** GA manages compliance with local, state, and federal guidelines through timely submissions of financial reports and documents, audits, federal reports, and compliance documents required by the charter contract through Charter Tools and other methods. In order to facilitate compliance with local, state, and federal guidelines, GA has also produced documents, manuals, and handbooks, as well as systems/processes for schools to follow. In addition, the CEO holds regular meetings with leaders and managers to support and train on new policies and laws, and schoolwide systems and processes.

### Criterion 3: Financial Projections and Financial Statements

Rating: 3 – In compliance

- Prepares annual budgets and financial forecasts for Board review
- Prepares regular unaudited financial statements as required by Sponsor
- Timeliness/accuracy

**Criterion 3 Comments:** On an annual basis, GA successfully prepares the annual budget and financial forecasts for the Board of Directors' review. The financial forecasts include multi-year projections for revenue and expenses for surtax and capital outlay revenue, as well as federal grants (e.g. ESSER). GA also amends the budgets for the Board twice annually.

GA executive and finance staff lead principals and managers through budgeting processes beginning in the fall of each year to determine facility, technology, and other needs for larger purposes. All preliminary budgets are provided to the Board in May and are finalized in August. Budgeting tools are provided to school leadership and management include staffing plans and budgeting spreadsheets. Templates and budgets have been created annually for:

- Odyssey, Inc.
- Athletics
- Montessori Village Green (Preschool, VPK) and their grants
- Before and After-Care Enrichment Program and their grants
- Summer Camp
- Capital Outlay and Surtax
- Construction
- Transportation (Buses)
- Food Service
- Technology
- Odyssey Charter School, Odyssey Charter Jr/Sr High
- Odyssey Preparatory Academy
- ESSER I, II, III, Title I, II, IV, Perkins and CAPE funding
- Other grants and subgrants – approximately 44 (e.g. Reading Tutoring, Robotics, Civics, Supplemental Programming, Instructional Materials, Afterschool and Weekend Academies, Summer Learning Camps, Dual Enrollment)

Annually, the district sponsor provides a template for the unaudited financial statements for the schools. Our CPA and Finance Manager prepare accurate unaudited statements in a timely manner, that are reviewed and approved by the Board, and then submitted to an independent auditor in preparation for the completion of the audit. In addition, a financial statement template is provided to the schools by the district sponsor and is used by our CPA for completing monthly and quarterly financial reports which the CPA presents and reviews with the Board at regularly scheduled Board meetings. The Board has received commendations from independent auditors for the accuracy and excellent management of the schools' finances.

#### **Criterion 4: Recordkeeping**

**Rating: 3 – In compliance**

- Accurately maintains business/financial records
- Timeliness/accuracy



**Criterion 4 Comments:** Green Apples' business and financial record keeping is exceptional. GA has had consistent annual audit results with no material weaknesses or audit findings and has a proven track record for consistently meeting financial reporting deadlines. Our CPA firm uses our ledgers as a training tool for his new bookkeepers.

All Board Records have been kept and maintained since the inception of the school in 1999.

GA supports the schools with records management for all departments, including HR, transportation, food service, contracts, and grants. GA has implemented an effective contracts management system that facilitates the creation, implementation, evaluation, and termination of contracts to maximize business performance and minimize risks. GA conduct quarterly reviews to ensure fiscal and regulatory compliance within each program and that all records are maintained as required.

#### **Criterion 5: Financing Solicitation**

**Rating: 3 – In compliance**

- Assistance with state, federal, or local grant funds
- Coordinates private and public sources for loans

**Criterion 5 Comments:** GA solicited bond financing for the Board of Directors acquiring bonds with interest rates that were 125 basis points (1.25%) lower than the largest charter management organizations in the state. GA coordinated with Building Hope, Bond Assistance, and Bond Attorney for building additions. GA has successfully overseen the financing negotiations for multi-million dollar building and land purchases, complex municipal bond negotiations, and millions of dollars of construction projects, including most recently a gymnasium and track, a school addition, and parking, soccer, and playground additions.

From 2021-2023, Odyssey Schools received 44 federal grants (totaling approximately \$11,000,000) to support the schools as they transitioned from the pandemic. GA hired a Director of Special Projects that has collaborated with the CEO and the schools to plan, develop, budget, and monitor these grants. GA helped the schools determine what areas of need the schools had that could be filled by the grant, including but not limited to staffing, materials, supplies, construction, buses, and technology.

#### **Criterion 6: Bookkeeping**

**Rating: 3 – In compliance**

- Liaison to Board's accounting firm
- Ensures Accuracy and timeliness in record keeping, financial reporting, and audits reporting serve as liaison with them to ensure the accuracy and timeliness of financial reporting, record keeping, and audits as may be required by the Charter and State

**Criterion 6 Comments:** GA School Management provides all accounting services to include accounts payable, accounts receivable, payroll, budgeting, forecasting, financial reporting, grant management and bond compliance. GA works with a CPA and a CFO to vet future development ideas for the Board using financial projection tools, compliance documents and project scope of work. GA prepares schools for audits (including the annual audit) through a thorough, detailed

review with CPA of all financial data to ensure proper recording of all financial data and future expansion efforts. All audits and financial reports have been on time, complete, and included no findings.

#### **Criterion 7: Facilities**

**Rating: 3 – In compliance**

- Identification
- Expansion, Design and Development

**Criterion 7 Comments:** During the last 5 years, GA worked to expand the schools successfully through the organization and building of a Gymnasium and Performing Arts Center and a state-of-the-art running track at the Wyoming Campus and a new wing, with additional playgrounds, soccer field, and faculty parking at the Eldron Campus. GA managed and successfully planned and implemented these projects for the Board.

GA is presently working on expansion of Odyssey Preparatory Academy and has identified land and support organizations to move Odyssey Preparatory Academy to its own property. Also planned is a future remodel of Odyssey Preparatory Academy's current campus to retrofit its facility space for the Jr/Sr High's use, to potentially include a Culinary Arts Program. Plans for Odyssey Preparation will include oversight of the land purchase, facility design, land and facility financing, contracts with architects and building contractors, and the construction of the new facility, including furnishing, staffing, and student enrollment. This work will also include amendment of the current charter contract and a potential new charter for 6<sup>th</sup> through 8<sup>th</sup> grades.

#### **Criterion 8: Human Resource Coordination**

**Rating: 3 – In compliance**

- Identifies and screens for qualified administrators.
- Coordinates with school HR staff to help identify teachers, and staff for screening by the hiring committees.
- Coordinate payroll services through the Board's PEO provider.
- Assists with assuring that all instructional personnel are certified and identified as in- or out-of-field, and obtains Board approval for all out-of-field teachers.
- Assists with assuring that all employees are fingerprinted and rep-fingerprinted when expiring.

**Criterion 8 Comments:** Supports Board with Principal and Middle Management reviews. Offers leadership development opportunities for all principals and assistant principals. GA provides employee orientation support, benefit support, and assistance during Pre-planning and throughout the year. Provides operational and Board support for certification and out-of-field teachers. This fall, GA developed a new clear and concise employee handbook by cross-referencing all manuals, along with teacher contract, state and federal requirements.

#### **Criterion 9: Academics**

**Rating: 3 – In compliance**

- Student Academic Performance
- Adherence to Mission and Vision

**Criterion 9 Comments:** As GA is accredited by Cognia, they have built a comprehensive Academic Team over the last five years. The Green Apple Academic Team has created a comprehensive Educational Plan. The plan includes K-12 curriculum guides for English Language Arts, Math, Science and Social Studies, as well as an assessment plan, an MTSS guide, new teacher induction and mentoring handbook, and instructional coaching handbook and program.

In preparation for the Odyssey Charter School, Inc. (OCS, Inc.) Board’s Annual Meeting, Green Apple School Management (GA) conducted a Needs Assessment to identify system-wide areas of strength and areas for growth to develop the Board’s annual strategic plan. Toward this end, GA developed a comprehensive process to ensure that the Board of Directors, the schools, and the management company work collaboratively to identify strategic goals to be met within the next three years. An outline of this process and a summary of the Needs Assessment results are provided below. GA is committed to work in partnership with the Board and the schools to create, implement, and monitor the Odyssey Charter School, Inc. Governing Board Strategic Plan for 2022-2025.

**Total Points Section 1:** Assign each indicator a rating of 1 – 3. To calculate the rating for this section, add the total points in the rating column. Insert the total to the right with a maximum rating of 27 points.

<b>Criterion 1: Reports to Board</b>	3
<b>Criterion 2: Complies with Local, State and Federal guidelines</b>	3
<b>Criterion 3: Financial Projections and Financial Statements</b>	3
<b>Criterion 4: Recordkeeping</b>	3
<b>Criterion 5: Financing Solicitation</b>	3
<b>Criterion 6: Bookkeeping</b>	3
<b>Criterion 7: Facilities</b>	3
<b>Criterion 8: Human Resource Coordination</b>	3
<b>Criterion 9: Academics</b>	3
<b>Total Points Assigned to each Criterion for Section 1</b>	27/27

## Section 2 Functional Organization Evaluation

Reviewer, Title, Date Wendi Nolder, Principal, and Leslie Maloney, Board President, 5/17/23

Rating Scale	Exceeds Expectations = 4	Satisfactory = 3	Needs Improvement = 2	Unsatisfactory = 1
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### Criterion 1: Executive Leadership

**Rating: 4 – Exceeds Expectations**

- Oversight of staff providing services to client. Participation in strategic planning activities of client.
- Staff support for charter school promotion efforts made by client.
- Staff support for positive working relationships between client and state staff.
- Assistance in negotiation of agreements with school districts and major third-party service agreements.

**Criterion 1 Comments:** In preparation for the Odyssey Charter School, Inc. (OCS, Inc.) Board's Annual Meeting, Green Apple School Management (GA) conducted a Needs Assessment to identify system-wide areas of strength and areas for growth to develop the Board's annual strategic plan. Toward this end, GA developed a comprehensive process to ensure that the Board of Directors, the schools, and the management company work collaboratively to identify strategic goals to be met within the next three years. An outline of this process and a summary of the Needs Assessment results are provided below. GA is committed to work in partnership with the Board and the schools to create, implement, and monitor the Odyssey Charter School, Inc. Governing Board Strategic Plan for 2022-2025.

GA prepares for purchase of facilities, bond issues, construction design and oversight and oversees the purchase of land. GA assists in the selection and negotiation and management of contracts for Architect, Contractors, Financial Consultants, Attorney's, with final Board approval. GA prepares the S&P reports and presentations for the bond and interest rate ratings, and provides oversight and mentoring of Principals, APS, Deans, Coaches and business middle management through weekly meetings and other measures.

GA facilitated the renewal of OPA's charter contract, bonds for both campuses and third-party agreements with bond attorney and financial bonds consultants, prepared technology agreement, and major curriculum purchases. GA facilitated the purchase of a building that originally sold for 22 million for 8 million. GA coordinated the purchase with Building Hope, Bond Assistance, and Bond Attorney for building additions, as well as land negotiation for Eldron expansion.

GA provides the coordination, planning, and vetting of architects/contractors for construction of building addition facility plans and GA is presently working on expansion of OPA to include identification of land, price/purchase negotiation, financing, contractors, and construction.

### Criterion 2: Financial Management and Reporting

**Rating: 4 – Exceeds Expectations**

- Monthly accruals, bank reconciliations, account reconciliations and accounting closes, intercompany account reconciliations between entities.
- Develop and manage of school budgets and forecasts.
- Reporting of school financial results in compliance with state requirements.

- Administration of payroll for approval by client, including payout calculations, termination calculations, problem resolution, deduction adjustments, staff training.
- Ongoing journal entries, payroll tracking for grants, intercompany accounting for staff shared bet. schools.
- Processing of payments on behalf of client, obtain check approvals, vendor issue resolution.
- Grant management system reporting, state retirement system reporting, formatting of data in state format and corresponding reports.
- Creation and implementation of financial policies and procedures.

**Criterion 2 Comments:** Green Apple School Management manages and monitors all accounting records for Odyssey Charter School, Inc. and all programs that fall under the Odyssey Charter School Inc corporation, including Odyssey Charter School, Inc., Odyssey Schools, Montessori Green, Enrichment, Transportation, Food Service, Internal Funds, and Athletics. The finance team has been commended by external auditors for their preparation of the annual audit. GA serves as our liaison for auditors and provides them all the information needed for annual audit. GA also prepares all required bond reports and serves as liaison between bond trustee and Odyssey Charter School Inc. Annually, they also prepare S&P rating reports for annual review. Here are a few other areas that GA supports in finance:

- Monitors Odyssey Charter School FEFP; Odyssey Prep FEFP; Capital Outlay OCS and OPA; federal grants OCS and OPA; Title 1 – OCS and OPA; NSLP – both schools; Before/After care – Odyssey; Before/After Care – OPA; Montessori Village Green (MVG) – Odyssey; MVG – OPA; and Summer Camp.
- Prepares all grant reimbursements for OCS and OPA (Title 1, Title II, Capital Outlay, Perkins Grant).
- Manages and monitors B/A Care, MVG, and Summer Camp but does not charge management fee.
- Prepares all intercompany billing between programs quarterly.
- Trains new bookkeepers on Internal Funds and review process monthly with all bookkeepers to ensure policies and procedures are being followed and work through noted areas of concern.
- Continues to develop and refine financial policies.
- Administers all payroll bi-weekly and semi-monthly, prepares all payroll liability reports and enters into all program accounting records.
- Processes accounts payable for all programs always following OCS Inc financial policies and ensuring board approvals and Principal approvals.
- Prepares all bank reconciliations monthly.

<b>Criterion 3: Human Resource Management</b>	<b>Rating: 3 – Satisfactory</b>
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- Development of employee manual subject to client approval.
- Assist with the coordination of teacher and staff recruiting activities.
- Assistance with terminations of staff, administration of exit interviews, communications with Department of Labor for unemployment claims.
- Employee benefits administration.
- Provide employee relations support. Support for employee performance reviews. Presentations at employee orientations and summer training.

**Criterion 3 Comments:** GA supports Board with Principal and Middle Management training, annual reviews, and overall leadership training in the area of the school mission and model, curriculum, instruction, assessment, budgeting, staffing, operations, student recruitment, and more. GA helps school leaders plan for and implement quality Pre-planning and Mid-year trainings, as well as help support the Professional Learning Model weekly at each campus through the GA Academic Team. GA provides operational and Board support for certification and out-of-field teachers, as well as the New Teacher Induction, Summer Institute, Coaching Collaborative, and the growth in departments like facilities, HR, transportation, technology, and the healthy café. GA is in the process of working with the school HR staff to implement paperless new employee onboarding, alleviating additional paperwork.

<b>Criterion 4: School Operations Management</b>	<b>4 – Exceeds Expectations</b>
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- Supervision of third-party service providers, Inc. custodial services, foodservices, transportation, and security.
- Process supply requisitions, purchase orders, and check requests
- Coordination of procurement of school supplies and instructional technology.
- Participation in financial reviews with principals and Service Provider financial staff.
- Assistance in Creation and implementation of operations policies and procedures.

**Criterion 4 Comments:** Supports schools in custodial service reviews and change, as well as contract support. Processes purchase orders and accounts payable, after board and/or administrator approval. Leads weekly meetings to assist in management of bus transportation, safety, discipline, construction, and technology meetings.

<b>Criterion 5: Start-up and Expansion Management</b>	<b>Rating: 4 – Exceeds Expectations</b>
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- Support for start-up activities including student and staff recruiting, and community outreach.
- Project management of teacher recruiting process. Present at job fairs, coordinate advertising, candidate screening and interviews.
- Community outreach management to conduct one-on-one and small group meetings with community influencers, parent and community meetings to promote the school, recruit and train canvassers to distribute pamphlets and other materials, and ensure they are interacting with the public in a professional and courteous manner.
- Grants and financial reporting management to coordinate grant applications, compliance, and monitor and reporting on start-up budget spending.

**Criterion 5 Comments:** GA is integral in the recruitment of new staff members by facilitating the schools in the use of Indeed and other job sites, coordinating advertising through post cards and flyers, signing up and attending job fairs, holding weekly openings meetings with HR, and working on ways to leverage to build school culture to retain staff and build more opportunities for bonuses and pay increases through the annual operation budget, grants, and the millage. GA helps schools prescreen candidates and set up group interviews.

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The CEO of GA has worked with the schools to hold one-on-one and small group meetings annually with parents, community leaders, and more to expand the offerings of the school, like the Tied Together and Junior Achievement event. The CEO also meets with teachers, parents,



and students regularly, in groups and individually, to discuss the needs of the schools. She holds Parent Teas to allow parents to come in and talk directly with her, as well as taking calls and emails, showing her desire to seek feedback from all constituents to improve the schools and help the Odyssey model reach more students.

#### **Criterion 6: Curriculum and Academic Support**

#### **4 – Exceeds Expectations**

- Provides mentoring and coaching programs to ensure all staff members have the knowledge and skills to improve student performance and organizational effectiveness.
- Engages in a comprehensive planning process to develop Curriculum that embeds the Florida Standards and emphasizes student engagement and rigor.
- Develops and implements a comprehensive student assessment and progress monitoring plan designed to support student learning and verify the effectiveness of curriculum programs and instructional practices.
- Plans and delivers professional development to improve the learning environment, learner achievement and the organizations effectiveness.
- Monitors the implementation and effectiveness of Professional Development through the classroom Walkthrough cycle.
- Mentors and coaches administration

**Criterion 6 Comments:** The Green Apple Academic Team has doubled and now includes the CEO, Chief Academic, Director of Special Projects, Curriculum Director, Student Services Director, and a Directory of Literacy. These professionals work weekly with school leadership teams to analyze and implement curriculum, assessments, and coaching and mentoring programs.

GA implemented a coaching program to support the instructional coaches at all campuses, as well as developing a coaching handbook and Canvas course to assist in training coaches. Teachers new to GA-managed schools are assigned a mentor and participate in the GA induction program. GA support the schools in hiring a New Teacher Coach that facilitates the work of all school-based mentors. An induction handbook has also been created to facilitate new teacher programs.

K-12 curriculum guides were developed for English Language Arts, Math, Science and Social Studies. The curriculum guides are aligned to Florida Standards and include assessments scheduled to evaluate student mastery of the standards. As part of the GA Educational Plan, a comprehensive assessment plan has also been developed and is being implemented in the schools. This assessment plan includes diagnostic and progress monitoring tools for every grade level as well as the schedule for assessments throughout the year.

Each year, a detailed professional development calendar has been developed. Topics on the annual calendar include Mastery Learning, Differentiation, best practice in instructional delivery and use of assessments to inform instruction. The GA Academic Team works collaboratively to plan and deliver professional development to the schools with the school principals, instructional coaches, and teacher leaders.

The GA Academic Team conducts bi-monthly walkthroughs in classrooms to verify the implementation of initiatives, curriculum, and implementation of professional development. The team supports teachers in need that have been named by the school principal and the GA team participates in PLCs to support the teachers and instructional coaches in weekly lesson planning.

The GA Academic Team meets weekly with school leadership to discuss and resolve issues at the schools, as well as advising and supporting the school leaders regarding instructional initiatives, curriculum implementation, and professional development implementation.

***Total Points Section 2***

*Assign each indicator a rating of 1 – 4. To calculate the rating for this section, add the total points in the rating column. Insert the total to the right with a maximum rating of 24 points.*

<b>Criterion 1: Executive Leadership</b>	4
<b>Criterion 2: Financial Management and Reporting</b>	4
<b>Criterion 3: Human Resource Management</b>	3
<b>Criterion 4: School Operations Management</b>	4
<b>Criterion 5: Start-up and Expansion Management</b>	4
<b>Criterion 6: Curriculum and Academic Support</b>	4
<b><i>Total Points Assigned to each Criterion for Section 2</i></b>	<b><i>23/24</i></b>



### Section 3: ESP Comment and Feedback

Reviewer, Title, Date Wendi Nolder, Principal, and Leslie Maloney, Board President, 5/17/23

*The section of the ESP Evaluation Instrument should be used by the ESP to respond to Sections 1 and 2 above, and also provide general constructive feedback to the client organization.*

#### **Comments on Section 1**

Thank you.

#### **Comments on Section 2**

Green Apple will be working on moving the schools back from a self-funded model to a PEO. We have added an HR Manager to our team to assist in the transition and to seek highly qualified faculty and staff for the growing organization. With the growth of the schools reaching over 2400 students in preschool through 12<sup>th</sup> grades, and with the future plans for moving Odyssey Preparatory Academy to its own campus, finding highly qualified teachers during a time of teacher shortages, remains a critical need of the schools.

#### **General Comments & Feedback from ESP**

It continues to be a pleasure providing mission-focused services to the Odyssey Charter School Board of Directors. Our simple philosophy is that there is nothing more important in this world than our raising healthy, educated children. We are passionate about our service to support our future leaders.

### Section 4 FINAL SCORE

Reviewer, Title, Date Wendi Nolder, Principal, and Leslie Maloney, Board President, 5/17/23  
To calculate the ESP's TOTAL RATING, add the "Totals" for sections 1 and 2.

#### **Section 1 – 27 plus Section 2 – 21 = 48 points**

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | <b>46 – 55 = Exceeds Expectations</b> |
| <input type="checkbox"/>            | 33 – 45 = Satisfactory                |
| <input type="checkbox"/>            | 17 – 32 = Needs Improvement           |
| <input type="checkbox"/>            | 0 – 17 = Unsatisfactory               |

## Quality Assurance Tools

*The Quality Assurance Tools can be found at the following links:*

- Odyssey Charter Elementary Schools - <https://www.odysseycharterschool.com/FY23-GA-QAT-JrSr.pdf>
- Odyssey Preparatory Academy – <https://www.odysseycharterschool.com/FY23-GA-QAT-OPA.pdf>
- Odyssey Charter Jr/Sr High School – <https://www.odysseycharterschool.com/FY23-GA-QAT-Nolder.pdf>

## Cognia Performance Accreditation and Engagement Review

*The Cognia Performance Accreditation and Engagement Review from 2022 can be found at the following link:*

- <https://www.odysseycharterschool.com/Cognia-Performance-Accreditation-and-Engagement-Review-2022.pdf>

## Sampling of Documents, Handbooks, and Manuals Prepared

*Green Apple School Management has developed a large number of operational and instructional documents, handbooks, and policy/procedure manuals. A list of some of the more recent documents are noted below. In an effort to keep this report brief, these documents have not been included in this summary report. However, if you would like to view any of them, please email Dr. Monica Knight, Director of Special Projects, at [mknight@greenappleschools.com](mailto:mknight@greenappleschools.com) and she will provide them to you.*

- Employee Handbook
- Parent/Student Handbook
- Substitute Teacher Handbook
- Comprehensive Student Assessment Plan
- MTSS Handbook
- OCS Code of Conduct
- Wellness Policy
- OCS, Inc. Employment Policies Handbook
- Parent-Student Handbook
- New Teacher Induction Handbook
- Faculty Handbook
- Administrative Handbook
- Green Apple Educational Plan
- Process for Dismissal of Students for Non-minor Violations (Board Policy 7019)
- Teacher Interview Matrix
- Curriculum Guides
- Curriculum at a Glance
- Jr/Sr Program of Studies
- Instructional Coaching Handbook
- Curriculum Brochures (K-2 and 3-5)
- Mental Health Assistance Allocation
- Raw Data Spreadsheet
- GA Academic Leadership Team Data Review Powerpoints
- Instructional Frameworks
- MTSS Handbook
- Behavior Flow Chart
- Student Re-Entry Form
- Wellness Policy

## Commendation Letters

### Letter of Reference for Green Apple School Management, led by Constance Ortiz, CEO

I have known Constance Ortiz, CEO of Green Apple, for the past 20 years, meeting her when she opened a school in a church building with 112 students and working closely with her to develop her first 5-year budget. I have always remained impressed with her high expectations to find unique and mission-focused ways to meet the needs of the children and families in Palm Bay, Florida. Her unique school mission to support the development of the whole child has set her apart from other charter school leaders that I have worked with closely and has attract likeminded individuals to the organization. I am delighted to share my historical view of her business savvy as she has grown the Odyssey model to serve now over 2000 students on two beautiful school campuses.

Since her start in 1999, Constance has continuously demonstrated unparalleled perseverance and decision-making skills since she developed her vision for a high performing charter school that emphasized the mental, physical, and spiritual health of the child. She wrote the charter for Odyssey while working as a homeschool mother/teacher despite having no formal training in education, other than a Montessori certification. As early as 2007, Constance and her team developed the plan for impact fees that brought in 1.5 million dollars to support the growth of the Odyssey schools. Since then, Constance's sharp perspicacity and passion to foster healthy humans afforded her success after success while operating in a political climate disadvantageous to charter schools and eventually, as word began to spread about the quality of education at Odyssey, Constance found that Odyssey required more space to accommodate the growing student population.

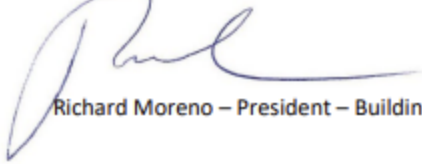
More space came in the form of a 47,000 square foot dedicated green-building, the first of its kind in Florida. For Constance and her team to finalize construction of the new healthy home for Palm Bay's children, she had to assemble a talented team of professionals, assess and evaluate multiple pathways to completion, and navigate novel real estate and construction agreements. Ultimately, Constance and her team were able to foster enough confidence and trust in a local developer to persuade him to donate a million dollar land grant to Odyssey upon which to construct the green school. During this period of construction, Constance's adherence to her principles and integrity served the school greatly.

On multiple occasions, Constance's adherence to her principles, her sense of integrity, and her stubbornness to accept anything less than what is fair benefitted Odyssey's students. During the construction process of the school, Constance refused to capitulate when the primary contractor attempted to deliver an inferior quality of product than what was agreed upon and eventually won a legal battle out of court for compensation. After completion of the new school building, Constance fought with the school district to receive state impact fee funds and won, setting a legal precedent, and guaranteeing financial security for not only Odyssey, but potential future charter schools in the district. These accolades were not won by Constance in a vacuum nor without help, but she necessarily exhibited the business acumen to elicit the guidance of advisors and the judgment to know when to listen to them.

In 2013, Constance started Green Apple School Management to help her oversee the replication of the Odyssey model into additional schools, multi-million dollar building and land purchases, complex municipal bond financing negotiations, and millions of dollars of construction projects, including expansions of her green school, building of gymnasiums, and improvements to parking. Her and her team have traversed these high-risk endeavors with a high degree of quality and success. The Green Apple team continue to steer the Odyssey network of schools towards not only academic excellence, gaining high performing status for Odyssey Charter School, but financially secure sovereignty. Her

awards, such as the Melbourne Chamber of Commerce Woman of Excellence Award and the Florida Consortium of Public Charter Schools Champion Pioneer Award, are an external testament to her prolific impact on her community. If one were to require more evidence of Constance's business acumen, then I suggest they simply review the historical financial statements of the school network, as there can be no other interpretation than that of excellence with a decade of flawless audits.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard', with a long, sweeping horizontal line extending to the right.

Richard Moreno – President – Building Hope Services, LLC



February 22th, 2022

Ms. Constance Ortiz  
**Green Apple School Management**  
1900 S. Harbor City Boulevard, Suite 120  
Melbourne, FL 32901

**Ref.: Odyssey Charter Schools**  
**Subject: JTKA Letter of Gratitude**

Ms Constance:

It is my pleasure to write this letter of gratitude for all the work you do for the local educational community. First of all, thank you for selecting a local design and construction team. We love to serve our community and support from clients like yourself is really appreciated.

We first met you and your team in 2018 discussing what would become one of my favorite and fulfilling projects. Our first experience with your team was in the design and construction of your new gymnasium and performing arts facility. From the start, it was clear you had a vision for not only this project, but for all the students you serve at the Wyoming and Eldron Campuses. From our first tour of your facilities, it was your pride in all of your accomplishments in educating children that stood out the most. The tour was not about the facilities, it was a tour that focused on the children, their education and their individual potential as future contributing members of our beloved community. Of course, the tour did include features of your schools and the one that really captures your child-centric educational goals was the tour of the student grown crops that eventually become part of the menu in your cafeterias. Understanding the importance of the overall health and wellness of your students really provided insight to your commitment to your students, staff and the community.

Once we understood your vision and priorities, it was a pleasure guiding you and your team through the design process. This was not your first rodeo and that was apparent in our early meetings. It was truly a collaborative effort from the facilities team to the teachers, principals and even the students. It was refreshing to see how much value you placed in all the stakeholders and really took their views under consideration.

One last example that further elaborates your commitment to your community was your gracious tour of your new gym and performing arts facility with another educational entity that our design and construction team was working with. We really appreciated the ability to show them your facilities so they could see the innovative solutions we all came up with as a design, construction and ownership team.

Thank you for all you do for the community.

Sincerely,  
**J. TRAVIS KERR ARCHITECTURE, LLC**

J. Travis Kerr, Architect / President



**Ziegler**

CAPITAL :: INVESTMENTS :: ADVICE

The Ellis Building  
1605 Main Street, Suite 1020  
Sarasota, FL 34236

Phone: 888 735 0542

[www.Ziegler.com](http://www.Ziegler.com)

February 17, 2022

To Whom it May Concern:

My name is Wesley Bradish and I'm a Managing Director with Ziegler Investment Banking in Sarasota, Florida. I finance charter school facilities for a living and have had the pleasure to work with Ms Constance Ortiz and the entire Green Apple team since the fall of 2016. While at another firm, we negotiated the purchase of Odyssey Charter School's permanent home. Since then, we have successfully financed two facilities for Odyssey Charter School. Ms. Constance and the whole Green Apple team have always done a great job in looking out for their students and making sure they continue to thrive and achieve outstanding academic ratings. They are truly a model for charter schools in Florida--I wished more of my other charter school clients could follow their programs as it would make my job a lot easier!

Please reach out to me with any questions you may have. My cell number is 303-885-5979.

Sincerely,

*Wesley Bradish*

Wesley Bradish  
Managing Director

**From CPA, Mike Hess**

Schools being served by Green Apple School Management leaders will experience an organized team continually looking ahead and taking action. Green Apple is built with an array of dynamic talent to manage risk and success and they are responsive. They provide a solid connection with School leaders and work with them, shoulder to shoulder, to evolve the student and parent experience and elevate staff growth and effectiveness. Green Apple also leverages their deep understanding of charter school operations, financial reporting, compliance, and human resource management unique to the Charter School industry for the benefit of those they serve. They emit a culture that supports ongoing monitoring, adept to change and improvement to help their Schools compete as a healthy, mutually beneficial provider to the communities they serve.

***Mike Hess, CPA***

Partner

Grennan Fender

Grennanfender.com

321.723.3352





February 15, 2022

Green Apple School Management  
1900 S. Harbor City Boulevard, Suite 120  
Melbourne, FL, 32901

RE: Odyssey Charter Schools  
Eldron and Wyoming Campus Work

Dear Constance,

I wanted to write to you just to let you and your organization know how much we truly value the relationship that we have grown between W+J, Green Apple Schools and the Staff of your Odyssey Charter Schools. These projects will always be memorable, due to the nature of the timing of these projects during the pandemic. We are appreciative of the joint teamwork that Green Apple and W+J were able to foster during these difficult times to assure that the projects kept moving forward, while maintaining the health and safety of both our workers and your students and staff. It was even more rewarding to jointly overcome all the obstacles put before us and still bring the projects in on time and under the budgets.

We appreciate the opportunity to continue to work with Green Apple on your smaller renovation work, and hopefully your larger expansions, as Odyssey Charter Schools continue to grow and excel. We still have many challenges ahead in construction due to the rapidly increasing material costs and supply chain interruptions. Future projects will prove to be even more challenging to meet desired timeframes, but we know that Green Apple and W+J have developed the relationship where we can communicate and look for and implement strategies that are "outside of the box" and plan these projects to overcome such obstacles for a joint success.

W+J would like to thank you for the continued relationship between W+J and Green Apple Schools and the Staff of your Odyssey Charter Schools. We cannot thank you enough for you putting your trust in W+J on these school projects. The relationship has truly been a blessing to our company as we continue to showcase both of these projects, which has led to other opportunities for us with other customers inside the Brevard area and beyond.

Sincerely,

*Chad M. Laston*

Chad M. Laston  
Project Manager - W&J Construction





May 8, 2023

Dear Odyssey Board of Directors:

I am writing this letter as a recommendation for Green Apple School Management Company. As a second-year principal, Green Apple has supported me in multiple ways from the first day I began in July of 2021. When I accepted this position, my former principal told me that it is lonely being a principal. He is correct; however, I have never once felt alone. I have a support system that has walked side by side with me every step of the way for the past two years. When I interview teachers, I tell them about the support they will have should they join our team. I then share with them that the support includes administration as well.

I'd like to share a few examples of the support that has been provided to me over the past two years. When I interviewed for this position Ms. Constance asked me where I thought I would need the most support. I shared with her that I would definitely need help with the budget aspect of the school as well as the intricacies of working for a charter school since I did not have experience in either area. She assured me that I would have all the support needed. She was spot on when she told me that. There is so much that I needed to learn, and still do, but there was never a day that I felt alone! The Green Apple Business Team is there to help me every step of the way! Multiple times a week I am in contact with someone on the business team helping me with the budget, grants, or payroll. I still have so much to learn, but know I have a team of caring individuals who are only a phone call or email away.

The Green Apple Academic Team is boots on the ground supporting the schools each and every day. I could not imagine working without this amazing team of dedicated ladies! Every day, I have at least one GA academic team member on my campus supporting the teachers and students. These ladies work side by side with me and my teachers for the betterment of the students. The academic team attends collaborative planning meetings, models instruction for teachers, pulls small groups of students for remediation, and provides professional development to the teachers. This year I had some staff changes and due to unforeseen circumstances, did not have all the human resources needed to finish up this school year. I went to Green Apple leadership with my concerns and they immediately called for a problem-solving meeting. The solution was to get more support on my campus on a daily basis from the GA academic team. I honestly could not do the work that needs to be done, especially during the month of May and testing, without the support of Green Apple School Management Company.

The aspect that I appreciate the most about Green Apple School Management Company is that they all truly care about the school and students. It's not just a business to them. They understand that the work they do indirectly supports the success of the school and the students.

It is for all of the reasons above and much more, that I whole-heartedly recommend Green Apple School Management Company to continue to manage Odyssey Schools. If you have any questions or need more information, do not hesitate to contact me. There is no other organization I would rather work with and look forward too many more years to come.

Sincerely,

Shelly M. Miedona, Ed. S.

Committed to academic excellence and the education of the whole child



May 9, 2023

Dear Odyssey Board of Directors,

Please accept this letter of recommendation for Green Apple School Management and the services they provide to our school(s). I have been principal of Odyssey Charter School (and at times, Odyssey Preparatory Academy) since 2010, and have had the privilege of working with Green Apple leadership and team members since its inception.

As a new principal, I found Ms. Constance's guidance and support invaluable. She personally took the time to ensure I learned about all aspects of the position as I was ready and provided encouragement and direction each step of the way. As Green Apple has built its team, the training and support provided to the school principals has continued to be at the level each of us needs to continue to grow and improve. The continuous improvement model, led by Ms. Constance, is one of a growth mindset, always striving to provide what is best for the children we serve. As a more experienced principal, I continue to see and reap the benefits of Ms. Constance's insights and her vision for the school as its founder. The guidance in the areas of school mission; budget and financing; grant application, support and management; governance; and staffing are an ongoing benefit to me and the other school principals.

Ms. Constance has built an Academic Team that also provides specific training and support to the schools. Our instructional coaches and aspiring leaders have learned invaluable skills through the Instructional Coaching Collaborative, led by members of the Academic Team. Our early childhood teachers have benefitted from specific training and ongoing support in phonemic awareness and phonics programs from the Director of Student Services. Her Academic Team has participated in Collaborative Planning, modeled lessons, developed assessments, and analyzed data for the schools.

One thing I have come to respect and value above all else is the collaborative approach that Ms. Constance has incorporated into Green Apple and the schools. At every level, discussion and disagreement are encouraged in order to reach the best possible outcome for children.

Although I am probably biased, having little experience in other educational settings, I feel blessed to have spent nearly my entire educational career at Odyssey schools, working with Ms. Constance and her team members. Safety and the best interest of children always come first when we meet together and I cannot imagine working in any other setting. I recommend Green Apple School Management without reservation to continue to manage Odyssey's system of schools.

Sincerely,

Wendi M. Nolder, M.Ed.

Principal

Odyssey Charter School – Elementary campus

Committed to academic excellence and the education of the whole child

Advocate Educational  
Advancement Programs  
and more

cognia

Elementary Campus  
1755 Ektron Blvd. S.E. • Palm Bay, Florida 32909  
Phone: 321-733-0442 • Fax: 321-733-1178  
[www.odysseycharterschool.com](http://www.odysseycharterschool.com)



## Agenda Item Details

Meeting	May 17, 2023 - MEETING AGENDA
Category	F. Governance - Consent
Subject	2. Green Apple School Management Agreement Renewal
Access	Public
Type	Action (Consent)
Preferred Date	May 17, 2023
Absolute Date	May 17, 2023
Recommended Action	Motion to approve the renewal of the Green Apple School Management, LLC Management Agreement for 5 years.

## Public Content



[GA Management Agreement 2023 Renewal.pdf \(1,640 KB\)](#)

## Administrative Content

The current GA Management Agreement is due for renewal June 30, 2023 for a July 1, 2023 start. The renewal clause in the current agreement states "the parties may mutually agree to renew the terms of this Agreement for additional periods." The terms of the current agreement will remain the same during the renewal term of 5 years.

## Executive Content

*Our adopted rules of Parliamentary Procedure, Roberts Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*

## Motion & Voting

Motion to approve Consent Agenda Items as presented

Motion by Andy Ziegler, second by Conrado Martinez.

Final Resolution: Motion Passes

Aye: Amber Miller, Andy Ziegler, Leslie Maloney, Conrado Martinez



APPROVED

MAY 17 2023

OCS, Inc.  
Board of Directors

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Final Resolution: Motion Passes

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## CHARTER SCHOOL MANAGEMENT AGREEMENT

This Charter School Management Agreement, dated as of July 1, 2018, by and between ODYSSEY CHARTER SCHOOL, INC. ("School") and GREEN APPLE SCHOOL MANAGEMENT, LLC ("Manager").

## RECITALS

**WHEREAS**, Odyssey Charter School, Inc. has one or more contracts (each and collectively as the context requires, a "Charter") with their respective Florida County District Schools (the "Sponsor") to operate the public charter schools listed on Exhibit A attached hereto (each and collectively, as the context requires, a "School");

**WHEREAS**, the School is governed by the Board of Directors of Odyssey Charter School, Inc. (the "Board");

**WHEREAS**, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

**WHEREAS**, School desires to ensure that its School is professionally managed and operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

**WHEREAS**, Manager is an educational service provider established to provide professional planning, accountability, compliance, management and support services to public charter schools;

**WHEREAS**, it is Manager's mission to ensure that the vision of the School's Board of Directors is faithfully and effectively implemented;

**WHEREAS**, Manager is familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

**WHEREAS**, Manager is familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for charter school programs in Florida;

**WHEREAS**, Manager has attended and will continue to attend local, state and federal meetings and conferences for charter school operators and consultants; and

**WHEREAS**, School and Manager desire to enter into this agreement for the purpose of having Manager provide professional planning, accountability, compliance, management and support services;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to the Agreement agree as follows:

## **AGREEMENT**

### **DUTIES OF MANAGER:**

#### **1. Recitals**

The forgoing recitals are true, correct and incorporated herein.

#### **2. Engagement; AdvancED Accreditation Assurance**

Manager is an AdvancED accredited provider, adhering to, promoting, and counseling its clients in accordance with the AdvancED requirements, the mission, vision, goals, objectives and principles in order that the public charter schools managed by Manager obtain and retain AdvancED accreditation. School acknowledges and agrees that obtaining and maintaining AdvancED accreditation for all of its Schools is consistent with and an integral part of the Board's vision and goals for all of its Schools. The Board agrees to adopt all policies necessary to maintain AdvancEd accreditation. To the extent the Board wishes to adopt policies that are different from standard policies established by Manager as part of its Accreditation, the parties agree to work collaboratively to try to reconcile any differences between the policies to the extent such differences may interfere with Manager's Accreditation. In the event that this Agreement is terminated, the parties acknowledge that Odyssey Charter School and the Board's other schools will apply for AdvancEd accreditation. The Board assures that it will adopt the Green Apple School Management Quality Assurance Charter School Site Monitoring Tool (Exhibit B) to become a "green" and healthy holistic school. School engages Manager to provide curriculum and academic support, management and administrative services to the School as more fully set forth herein. Manager accepts such engagement pursuant to the terms of this Agreement, and the commitment of the Board to such accreditation.

#### **3. Curriculum and Academic Support and Management and Administrative Duties**

(a) In consideration of the Base Compensation as provided below in Paragraph 25 of this Agreement, Manager shall perform all management and administrative duties as specifically defined by the terms of this Agreement which shall constitute the "Scope of Services" to be provided by Manager. Manager shall coordinate the management and administrative duties required to operate the School. In connection with this, Manager shall report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. In providing the Scope of Services Manager shall comply with all Board and School policies and procedures, the Charter, and all applicable state and federal rules and regulations. The Scope of Services provided by Manager shall include, but not be limited to: coordination of the identification, design and procurement of facilities; staffing recommendations; human resource coordination; coordination and advice concerning regulatory compliance; financial and other report



preparation; advice and coordination concerning compliance with applicable federal, state, local and Sponsor laws, rules, and regulations (including without limitation the Charter); maintenance of the books and records of the School (including acting as public records custodian); and bookkeeping, budgeting and financial forecasting that is required by the Board for its oversight and administration of the School. The Board will review the recommendations made by Manager and act upon them in any manner the Board decides in its sole discretion. Unless specifically approved by the Board, the Manager has no authority to bind the Board or the School in any manner, including by contract (written or oral), and Manager shall not represent or hold itself out as having any such authority to any third party.

(b) In consideration of the Base Compensation as provided below in Paragraph 25 of this Agreement, Manager shall provide academic and curriculum support services. These services include, without limitation, the following: (1) Mentoring and coaching programs to ensure all staff members have the knowledge and skills to improve student performance and organizational effectiveness; (2) Engagement in a comprehensive planning process to develop Curriculum that embeds the Florida Standards and emphasizes student engagement and rigor; (3) Development and implementation of a comprehensive student assessment and progress monitoring plan designed to support student learning and verify the effectiveness of curriculum programs and instructional practices; (4) Planning and delivery of professional development to improve the learning environment, learner achievement and the organizations effectiveness; (5) Monitoring the implementation and effectiveness of Professional Development through the classroom Walkthrough cycle; (6) Mentoring and coaching for School administration.

#### **4. Board of Directors Meetings**

Manager will assist the Board President and Site Administrators in the coordination of and attend the meetings of the Board. Manager shall maintain the minutes and records of those meetings as required by State law and the Charter regarding such meetings and record keeping. Manager shall prepare agenda packages for transmittal to the Board and School Board meeting. All minutes, copies of agenda packages and other records of the Board shall be maintained on-site at the School.

#### **5. Record Keeping**

Manager will ensure the records of the School are maintained at the School including personnel, student and financial records. Manager will comply with State and Charter requirements for record keeping. In addition, Manager will work with Site Administrators to ensure that designated on-site staff receives training by the Sponsor's appropriate departments for student school record keeping through Sponsor's designated Management Information Services (MIS) programs or advise as to whether outside training is needed.



## **6. Annual Audit and Bookkeeping**

The Board retains the right to hire a certified public accountant and audit firm to represent and work for, or on behalf of the School. Notwithstanding, the Board and Manager may contract for such services as allowed by law. Manager will coordinate with the accounting firms selected by the Board and serve as liaison with them and use best commercial efforts to ensure the accuracy and timeliness of the School's annual audit as required by the Charter and State law. In addition to the foregoing, the Manager shall provide bookkeeping, record keeping and financial reporting as defined in Paragraph 8 or elsewhere in the agreement.

## **7. Staff Administration**

Manager will identify and propose for employment by or on behalf of newly opening Schools qualified Site Administrators, teachers, paraprofessionals, administrators and other staff members and education professionals for positions, as well as identify and propose for employment by or on behalf of established School qualified Site Administrators, and assist, when necessary, in recruitment of teachers, paraprofessionals, administrators and other staff members for positions for established schools. The teachers employed for the School will be certified as required by Chapter 1002.33, Florida Statutes, and the applicable provisions of Chapter 1012, Florida Statutes. School may employ or contract with skilled selected non-certified personnel to assist instructional staff members as teachers' aides in the same manner as defined in Chapter 1002.33, Florida Statutes and other applicable state law. Manager will coordinate with the Board or the hiring committee established by the Board to assist in identifying, recruiting and selecting individuals for School-based positions when necessary. The Board, or its designee, will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be School employees or employees leased to School, will not be the employees of the Manager, and are subject to retention, termination, advancement and all other terms and conditions of employment solely as determined by the Board. Manager may be requested to provide recommendations to the Board in such regards, but all decision-making is the sole right and responsibility of the Board. Manager will prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees. Manager will propose a professional employee management company to the Board, which can perform the human resource services for the School.

Once the Board approves a human resource provider, Manager will coordinate such services. The Board will have complete discretion to decide which professional employee management company and its method of human resource management to use, if any. The human resource provider will assist in the following areas: (a) hire processing function: prompting employee assistance for benefits, enrollment and general employment policies; (b) employee relations: disciplinary

and grievance procedures, employment-related training and employment-related development, and performance management; (c) employee separation Assistance: separation processing, state unemployment claims management, payroll and tax filing processing; (d) guidance in employment-related compliance areas: Fair Labor Standards Act (wage and hour), Americans with Disabilities Act, Family Medical Leave Act, W-4's, I-9's, Civil Rights Act (Title VII), sexual harassment, wrongful discharge, garnishments and subpoenas.

#### **8. Financial Projections and Financial Statements**

Manager will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, or shall utilize GAAP Accounting at the direction of the Board, as a means of recording all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by a certified public accounting firm, will adopt accounting policies and procedures. Manager will prepare, for the review and approval of the Board, regular unaudited financial statements and any and all other reports/statements as required under the Charter or otherwise required by the Sponsor to be delivered to the Sponsor, which will include a statement of revenues and expenditures and changes in fund balances. Manager will also provide and coordinate all reporting required in relation to loan requirements for School facilities. All reports, statements or other documentation will be provided in advance of the deadline for submission of such reports to the Sponsor. School will provide the Sponsor with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified certified public accounting firm independent from Manager. Manager will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the annual reports. All books, records, electronic data and records of any nature relating to the School's finances shall be maintained on-site at the School, although Manager may have duplicate electronic data for its own use at its offices.

#### **9. Designated Contact Person**

The designated contact person of Manager shall be the Managing Member of Green Apple School Management, LLC (currently Constance Ortiz), and who shall act as Manager's primary executive for School.

#### **10. Grant Solicitation**

In consultation and with Board approval, Manager will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to

federal grants programs and various continuation grants for charter schools. Manager will provide the Board with reports at regularly scheduled board meetings as to the status of all grants and grant applications.

**11. Financing Solicitation and Coordination**

Manager will coordinate the activities relating to financing from private and public sources for loans desired by the Board. While Manager may be requested to provide recommendations to the Board in such regards, all decision-making is the sole right and responsibility of the Board.

**12. Other Funding Sources**

Manager will coordinate the solicitation of Capital Outlay Funds, if available, from the appropriate state or local agencies. Similarly, Manager will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

**13. Annual Reporting**

Manager will assist in the preparation of the Annual Report required by F.S. 1002.33 for the School. The Report will be submitted to the Board for approval, and Manager will ensure the timely submittal process established by the Florida Department of Education and Florida law for the Annual Report.

**14. Student Assessment**

Manager will coordinate a student assessment methodology and seek and provide to the Board proposals from professionals offering to provide assessment and student evaluation services for the Board either to approve or reject.

**15. School Board Representation**

Site Administrators will serve as primary liaison with the Sponsor and its officials on behalf of the School. In connection with its duties in this Agreement, Manager's representatives will attend required meetings and public hearings.

**16. Governmental Compliance**

Manager will advise the Board concerning compliance with state regulations and reporting requirements of the School, and subject to timely receipt of necessary information, provide the reporting necessary for such compliance. Manager will also monitor, assist and advise the Board concerning compliance with the Charter. To the extent of any conflict between this Agreement and the Charter, the School's Charter shall control.

#### **17. Charter Renewal Coordination**

Manager will coordinate with the Sponsor for the renewal of the Charter on a timely basis. On behalf and with the direction of the Board, Manager will negotiate the terms of the renewal Charter with the Sponsor and provide the Board with notice and seek Board approval of any renewal provisions, which modify or alter the terms of the original Charter.

#### **18. Curriculum Development**

Manager shall identify and or develop curricula in connection with the operations of the School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations. All curricula shall be approved by the Board prior to use.

#### **19. Pre-School, After-Care, Early Drop-Off**

At the request of the Board, Manager shall identify and recommend to the Board Pre-School, After-Care, Early Drop-Off programs to be offered to parents as services ancillary but separate from the operations of the School. The Board may determine to engage third parties to provide such programs, may determine to provide such services itself, or may determine not to provide such programs, all as the Board deems appropriate. In the event that the Board determines to provide such programs through third parties, Manager will coordinate the provision of those services and monitor the contractual relations with such third party(s). The contract documents setting forth the terms and conditions for these programs, including without limitation financial terms, operating procedures, liability and insurance, shall be between School and such third party(s), subject to prior Board review and approval.

#### **20. Facilities Identification Expansion, Design and Development**

Manager shall coordinate with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Manager shall assist the Board in identifying, procuring and planning the design of new facilities or in the expansion of existing ones. Manager shall recommend qualified professionals in the fields of school design and architecture and engineering as well as in the areas of development and construction for the design, development, and construction of new or existing facilities.

#### **21. Systems Development**

Manager will identify (and where necessary develop) school information systems to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems and telecommunications services. Any and all licenses for use associated with any system component as provided herein shall be applied for or carried in the name of the School, not Manager.

## **TERM OF AGREEMENT**

### **22. Initial Term**

The term of the Agreement shall commence on July 1, 2018 and shall end on June 30, 2023 (the “Initial Term”), unless terminated earlier or renewed, as provided herein.

### **23. Renewal**

At the conclusion of the Initial Term of this Agreement (or a renewal term, as applicable), the parties may mutually agree to renew the terms of this Agreement for additional periods.

### **24. Termination**

(a) Either party hereunder shall be entitled to give written notice of the early termination of this Agreement, to be effective as of the end of the academic year next ending at least one hundred twenty days after the giving of such notice. In the event either party gives notice of early termination, the other party shall have the sole option to have this Agreement terminate on any date specified in writing by such other party occurring prior to the otherwise effective date of early termination. Payment and performance obligations hereunder shall continue in full force and effect until the applicable date of termination.

(b) Either party may terminate this Agreement for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement. In the event of a breach of this Agreement by Manager, School shall give Manager written notice of such breach and sixty (60) days to cure such breach from the date of giving such notice to Manager. “Breach” shall be defined as a material breach of this Agreement by Manager, the failure of Manager to provide educational support and management services sufficient to operate the School in a manner that complies with the standards of the Sponsor, violation of the Charter by the Manager or its principals, unsatisfactory or noncompliant performance as reflected in the Annual Review (defined herein) conducted by the Board, any debarment of or similar action against Manager by any governmental entity or any action or conduct by Manager or its principals that may bring disrepute to the School or Board (e.g., any arrest or conviction for a crime of moral turpitude or any felony) or that may endanger or materially lessen the safety of students. When such breach continues for a period of sixty (60) days after written notice, or is cured and recurs within thirty (30) days following the cure, with written notice to the other party describing the recurring breach. Notwithstanding the above, in the event of a significant event, School may terminate this Agreement immediately without providing Manager with sixty (60) days to cure the defect. For the purposes of this Agreement, a “significant event” shall be defined as an act or omission by the Manager which (i) results in a breach of the Charter such that the Charter is

subject to immediate termination without chance for cure, or (ii) results in the cessation of the school's ability to operate. Upon notice of termination under this Section, School shall only be required to pay Manager for services rendered through the date of the notice of termination for cause.

(c) In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School's operations continue without interruption. Manager shall timely deliver to School any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This provision shall survive the termination of this Agreement.

(d) If the Sponsor terminates its Charter Agreement with the School or Board for the operation of the School, the School or Board and Manager may upon thirty (30) days written notice terminate this Agreement without penalty or liability of any kind to either party.

## **COMPENSATION**

### **25. Base Compensation**

School shall pay Manager a management fee ("Management Fee") of \$700 per student Full Time Equivalent (FTE) basis per annum during the term of this Agreement, payable in equal monthly installments, provided that School shall have no obligation to pay such fee before receiving its FTE funding from the Sponsor or the State of Florida, in which event the monthly installments shall accrue until funding is received. The fee for the first year of this Agreement shall be prorated based on the commencement date of this Agreement. The fee may be increased or decreased annually at each anniversary of this Agreement upon mutual agreement of the parties, based on the percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law.

### **26. Additional Services**

Manager will provide additional services not covered under this Agreement as requested by the Board, by separate proposals to Board and subject to Board approval. These additional services may include, but are not limited to special projects, litigation coordination, and strategic planning for School, the Schools or potential new schools, including feasibility and facilities studies and investigations. Such projects may require the engagement, at the expense of School, of other professionals or consultants who may be independent from Manager or part of Manager's network of consulting professionals, all of which shall be subject to the continued satisfaction of the Board.

## **27. Reimbursement of Costs**

Manager shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost.

## **28. Order of Payment of Expenses, Deferred Fees and Expenses**

Expenses of the School shall be paid in accordance with the approved Budget. In the event there is insufficient cash to pay expenses due in any given month, expenses of the School shall be paid in the following order of priority: (1) School facility payments, (2) salaries and benefits, and (3) other operating expenses. Pursuant to the agreement of the Board and Manager, Manager may defer some or all of the management fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the school's financial records. All loans, i.e. facility or cash flow loans, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

## **OTHER**

## **29. Conflicts of Interest**

No officer, shareholder, employee, member or director of Manager, or their respective spouses, may serve on the Board. Manager will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Manager, its officers, directors or principals and any other person or entity providing goods or services (e.g. lessors, vendors, consultants, etc.) to the School, Manager agrees to disclose the relationship to the Board.

## **30. Insurance and Indemnification**

Manager shall carry liability insurance for acts or omissions of Manager. Manager agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board. Manager hereby agrees to indemnify, hold harmless and protect School, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Manager, its employees or agents.

### **31. Board's Authority/Rights**

(a) The Board shall have the exclusive right to set policies for the School, to enter into all contracts and agreements relating to the School, and to establish the full scope and reasonable time for performance of matters not described elsewhere in this Agreement.

(b) Nothing herein shall be construed to give Manager any interest in any tangible or intangible assets of School. All items/property, purchased with public monies, contained within the School and/or on School property, shall be considered property of the School.

(c) No act or omission of Manager may violate the terms and provisions of any agreement between School and any third party including but not limited to the Charter with Sponsor, and Manager shall not cause School to be in default of any terms and provisions of any such agreements.

(d) Members of the Board will be recruited and elected by the Board and not the Manager.

(e) The Site Administrator(s) shall serve as the school leader of each School and be employed by the School. Each Site Administrator shall be evaluated by the Board. No Site Administrator will own, operate, or serve as an officer of the Manager.

(f) Constance Ortiz, Odyssey's Founder, shall remain as the key person that will continue to provide strategic guidance and recommendations to the Odyssey Charter School Board in regards to the fulfillment of Odyssey's unique mission. This guidance will include regular attendance at Board of Directors meetings, reporting to the Board, and the establishment of an organizational and curriculum blueprint defining Odyssey's holistic and health-conscious approach to education.

### **32. Public Records**

The parties understand and agree that School and Manager are subject to the Florida Public Records Law. To the extent this Agreement constitutes the "provision of services" to School, Manager shall: (1) Keep and maintain public records required by School to perform the services of this Agreement; (2) Upon request from School, provide School with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law; and (4) Upon completion or termination of this Agreement, Manager shall transfer, at no cost, to the School all public records in possession of the Manager or keep and maintain public records required by the School to perform the service. If the Manager transfers all public records to the School upon completion of this Agreement, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



requirements. If the Manager keeps and maintains public records upon completion of the contract, the Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School, upon request from the School, in a format that is compatible with the information technology systems of the public School.

### **33. Annual Review and Feedback to Manager.**

The Board will annually review the Manager's performance ("Annual Review") and provide feedback on such performance to Manager at a publicly noticed meeting. In conducting this Annual Review, the Board will use the Educational Service and Support Provider Evaluation Instrument, in the form attached hereto as Exhibit C, or as modified upon mutual consent of the parties. Notwithstanding the foregoing, the parties recognize the importance of ongoing communication of expectations and feedback is critical to a successful working relationship. The Board will strive to communicate any concerns it may have throughout the year rather than reserve such comments for the Annual Review. The annual and continual feedback and review of Manager will be based, at a minimum, on the following: (1) Student academic performance and growth as measured by goals set forth in the Charter and any School Improvement Plan, as applicable; (2) Student enrollment and retention trends (3) Financial performance (based on budget reports and the annual audit); (4) Achievement of mission and vision; (5) Compliance with Sponsor, state, and local laws and regulations; and (6) Performance of all responsibilities in this Agreement.

### **34. Miscellaneous**

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

(b) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(c) Neither party shall assign this Agreement without the written consent of the other party.

(d) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(e) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(f) This Agreement is not intended to create any rights of a third party beneficiary.

(g) This Agreement is made and entered into in the State of Florida and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in Brevard County, Florida.

(h) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

(i) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Green Apple School Management, LLC  
1900 Harbor City Boulevard, Suite 120  
Melbourne, FL 32901  
Attn: Constance Ortiz

Odyssey Charter School, Inc.  
1755 Eldron Boulevard S.E.  
Palm Bay, Florida 32909  
Attn: Board President

(j) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(k) This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(l) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

(m) Manager shall refrain from engaging directly or indirectly in any activity or business transaction for the School or for any other person or entity (whether or not for remuneration), directly or indirectly, contingent or otherwise, which may result in a violation of the public trust, a conflict of interest or otherwise adversely affect either the proper discharge of Manager's duties and responsibilities to the School, and/or the Charter or operations,

Notwithstanding the foregoing, this paragraph shall not apply to the management of other charter schools and the related contractual duties associated with such management.

(n) Contract Administration and Legal Counsel:

To the extent that Manager shall review and/or propose any third party agreement to the Board, the Board shall have such agreement reviewed by independent legal counsel, as it determines in its best interest. The Parties also acknowledge that, except as specifically provided in Paragraph 30 with regard to indemnification, legal counsel of Manager does not represent Board. Board shall have the right to consult with and be represented by independent counsel on any matter provided herein at any time that such representation is deemed necessary by the Board in its sole discretion.

THIS AGREEMENT was approved at a meeting of the Board of Directors of Odyssey Charter School, Inc. held on the 21st day of June, 2018. At that meeting, the undersigned Director of Odyssey Charter School, Inc. was authorized by the Board to execute a copy of this Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ODYSSEY CHARTER SCHOOL, INC.**

By: Thomas Cole  
Print Name: Thomas Cole  
Title: Vice President

**GREEN APPLE SCHOOL MANAGEMENT, LLC**

By: Constance Ortiz  
Constance Ortiz  
Chief Executive Officer

## **EXHIBIT A**

### **(List of Schools)**

#### **Odyssey Charter School**

**Elementary Campus  
1755 Eldron Boulevard SE  
Palm Bay, FL 32909**

**Jr./Sr. High Campus  
1350 Wyoming Drive SE  
Palm Bay, FL 32909**

**Odyssey Preparatory Academy  
1350 Wyoming Drive SE  
Palm Bay, FL 32909**

## **EXHIBIT B**

### **CHARTER SCHOOL SITE MONITORING TOOL [following page]**



**Green Apple School Management Quality Assurance  
Charter School Site Monitoring Tool**

Standard		Indicator	RATINGS												COMMENTS: Please note the date when commenting.
			Self			Pre			Mid			Post			
			D	DEV	ND	D	DEV	ND	D	DEV	ND	D	DEV	ND	
Domain 1: Mission and Vision	Mission and Vision	MISSION AND VISION School leader communicates mission/vision to all stakeholders.													
		MISSION AND VISION School leader implements the 5 Essential Elements of the school's unique mission with fidelity.													
		ESSENTIAL ELEMENTS ARE LISTED AS FOLLOWS:													
		1) GREEN PRINT – Annually, school leaders develop school-wide goals that enhance student health and learning while conserving natural resources and empowering students to develop sustainable behaviors, enabling them to become the stewards of the future in the following areas:													Goals Selected:
		a. Green Team/Wellness Team is created													
		b. School-wide goals are selected from Wellness Plan													
		c. School-wide goals are selected from the following Green Print benchmarks:													
		1. Curriculum that Advances Environmental Literacy and Sustainability													
		2. Stewardship and Service Learning													
		3. Sustainable Facilities Design and Management													
		4. Health and Well Being													
		5. Strong Partnerships and Networks													
		2) NUTRITIONAL EDUCATION - Utilizes curriculum from the Center of Eco-Literacy and Teacher's College LIFE Curriculum (Columbia													

Rating Key: **D = Demonstrated** **DEV = Developing** **ND = Not Demonstrated**  
Document based on the *Florida Consortium for Charter Schools School-Site Monitoring Tool, Montessori Method, and Green Print (Attached)*

Rev. 11/15/16

Standard	Indicator	RATINGS												COMMENTS: Please note the date when commenting		
		Self			Pre			Mid			Post					
		D	DEV	ND	D	DEV	ND	D	DEV	ND	D	DEV	ND			
II: Guiding Principle																
	University) to teach students where food comes from, how to create school gardens, healthy eating and positive lifestyle practices, and how to make wise life choices through choice, control, and change.															
	3) HOLISTIC and MONTESSORI PHILOSOPHY – Focus is upon developing the whole child. Individual learning plans are developed with a focus on mastery-based learning. Teachers incorporate self-directed and hands-on learning methodology to increase self-mastery and critical thinking.															
	a. Mastery learning goals are evident															
	b. Differentiated Instruction methods target Instructional levels for all students															
	4) POSITIVE DISCIPLINE IN THE CLASSROOM (EMOTIONAL)															
	a. Class meetings are evident															
	b. Agenda's for class meetings are evident															
	c. Focus is on non-punitive solutions															
	5) PROFESSIONAL LEARNING COMMUNITIES – Weekly collaboration between school leaders and teaching staff members on understanding the content standard, using data to inform instruction, building high-quality, standards-based lessons, and progress monitoring students to ensure successful mastery of the standards.															
	Engages in a systematic, inclusive and comprehensive process to review, revise and communicate a school purpose for student success.															
Apparent commitment to a positive school culture that is based on																

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Document based on the *Florida Consortium for Charter Schools School-Site Monitoring Tool, Montessori Method, and Green Print (Attached)*

Rev. 11/15/16



	Standard	Indicator	RATINGS												COMMENTS: Please note the date when commenting
			Self			Pre			Mid			Post			
			D	DEV	ND	D	DEV	ND	D	DEV	ND	D	DEV	ND	
Domain III: Student Achievement		shared values and beliefs about teaching and learning and supports challenging, equitable educational programs and learning experiences for all students that include achievement of learning, thinking and life skills.													
		Implements a continuous improvement process that provides clear direction for improving conditions that support student learning.													
		Leadership and staff foster a culture consistent with the school's purpose and direction.													
		The school engages families in meaningful ways in their children's education and keeps them informed of their children's learning progress.													
		The school has a formal structure whereby each student is well known by at least one adult advocate in the school who supports that student's educational experience.													
		The school provides support services to meet the physical, social, spiritual and emotional needs of the student population being served.													
	Student Learning Results	Ensures that the school's curriculum is aligned to the state standards.													
		Ensures that student learning is assessed and that the data is used to drive instruction.													
		Maintains a system that minimizes teacher/staff distraction from student learning.													
		Maintains a student-centered climate of learning.													
		Sets high expectations for all students, teachers, and staff.													
Domain IV: Instructional Leadership	Student Learning as a Priority	Engages all staff in the closing of student performance gaps.													
		Explains the <i>Florida Educator Accomplished Practices</i> to his/her teachers and holds them accountable by these standards.													
		Stresses the importance of data-driven instruction.													
		Communicates the relationship between academic standards, effective instruction, and student performance.													

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Rev. 11/15/16

	Standard	Indicator	RATINGS												COMMENTS: Please note the date when commenting.
			Self			Pre			Mid			Post			
			D	DEV	ND	D	DEV	ND	D	DEV	NO	D	DEV	ND	
Domain V: Organizational Leadership		Ensures that all assessments are high quality and aligned to the state standards.													
		Implements the Florida Performance Standards in all classrooms													
	Faculty Development	Establishes a school-wide focus on student and professional learning.													
		Monitors and evaluates the effectiveness of instruction; provides timely and helpful feedback based on findings.													
		Sets high expectations for all personnel.													
		Creates a staff culture of continuous learning and professional development tied to broader school goals.													
		Holds teachers accountable for student learning.													
		Provides teachers with opportunities to plan and work together.													
		Creates mentorship programs and mentors new and struggling teachers.													
		Addresses personnel issues in a timely and professional manner.													
	Learning Environment	Develops and administers policies that create a safe environment.													
		Establishes plans and processes to achieve set school goals.													
		Identifies and organizes school curriculum in order to achieve school goals.													
		Acquires and allocates financial/material assets according to school goals.													
	Decision Making	Integrates technology with the school curriculum.													
		Demonstrates results-oriented leadership.													
		Demonstrates critical thinking, problem solving, and decision-making skills.													
			Follows up on decisions; makes necessary adjustments.												

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Rev. 11/15/16

Standard	Indicator	RATINGS												COMMENTS: Please note the date when commenting.
		Self			Pre			Mid			Post			
		D	DEV	ND	D	DEV	ND	D	DEV	ND	D	DEV	ND	
Leadership Development	Makes decisions based on the moral and ethical implications of policy and law.													
	Delegates authority clearly and effectively.													
	Identifies and cultivates emerging/potential leaders.													
	Delegates authority; Demonstrates trust in subordinate staff.													
	Plans for succession management in key positions.													
	Promotes teacher-leadership functions.													
School Management	Develops and cultivates relationships between the school and the stakeholders.													
	Recruits and retains effective and highly effective teachers.													
	Organizes times, tasks, and projects with clear objectives and coherent plans.													
	Establishes appropriate deadlines for himself/herself and the entire school.													
Communication	Manages, allocates, and delegates resources to promote professional development.													
	Is fiscally responsible and maximizes resources.													
	Actively listens to and learns from stakeholders.													
	Recognizes individuals for effective performance.													
	Communicates student expectations and performance to students, parents, and the community													
	Maintains a high visibility and regularly engages stakeholders in the work of the school.													
	Creates opportunities for all stakeholders to have conversations about important school issues.													
	Uses appropriate technologies for communication/collaboration.													

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	Standard	Indicator	RATINGS												COMMENTS: Please note the date when commenting.
			Self			Pre			Mid			Post			
			D	DEV	ND	D	DEV	ND	D	DEV	ND	D	DEV	ND	
Domain VI: Professional and Ethical Behavior	Professional and Ethical Leadership	Ensures that faculty receives timely information about student requirements, academic standards, and state/federal requirements.													
		Adheres to the Code of Ethics and the Principles of Professional Conduct for the Education Profession in Florida.													
		Demonstrates resiliency by focusing on the school vision and reacting constructively to obstacles.													
		Demonstrates a commitment to the success of all students and their impact on the community.													
		Engages in Professional Development.													
		Demonstrates a willingness to admit error and learn from the errors committed.													
		Demonstrates explicit performance improvement in areas previously identified as needing improvement.													

Principal Signature/Date

Evaluator Signature/Date

Rating Key: **D = Demonstrated** **DEV = Developing** **ND = Not Demonstrated**  
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Rev. 11/15/16



## A "GreenPrint" for Becoming a Green and Healthy School

### What Is a Green School?

A Green School enhances student health and learning while conserving natural resources and empowering students to develop sustainable behaviors, enabling them to become the stewards of the future.

### How do you become a Green School?

Becoming a green school is not a prescribed journey; it is a series of conscious actions that lead to more ecological and sustainable practices. By using this "GreenPrint" as a road map, leaders, teachers and students, can begin to implement core practices immediately. Through long-term commitment to these core practices, schools and school districts work toward implementation of all benchmarks at the highest level.

#### Core Practice 1: Curriculum that Advances Environmental Literacy and Sustainability

- Environmental literacy and education for sustainability, as defined by local, state, and national standards, is integrated at all grade levels;
- All teachers use inquiry, problem, and project based pedagogy to facilitate learning about global systems and relationships.
- Outdoor experiences and fieldwork support learning about complex systems that connect humans with other humans and all aspects of the natural world.
- Content areas are integrated by using environmental and sustainability topics as the integrating them.
- STEM education is designed to support a sustainable workforce for a green economy.

#### Core Practice 2: Stewardship and Service Learning

- Real world service learning projects that explore solutions to local, regional, and global problems and issues and teach 21st century skills;
- Stewardship projects that allow the student to take responsibility for their own school grounds.
- Place-based projects and practices that include, but are not limited to, school farms, forests, and gardens.
- All students have the opportunity to participate in land restoration projects, such as native eco-system or brown fields remediation;
- Teacher and leaders provide opportunities for students to make local and global connections.

#### Core Practice 3: Sustainable Facilities Design and Management

- Green facilities design and construction retrofit for existing buildings as defined by state, regional or national certification programs.
- Management practices operations and maintenance that reduce energy consumption and greenhouse gas emissions, improve indoor air quality and lighting, decrease waste stream and improve water conservation.
- Zero-waste or reduced-waste cafeterias.
- Use of non-toxic and eco-friendly supplies and materials;
- Facility managers and teacher work together to use buildings, management practices, materials and supplies purchasing to teach about sustainability.

#### Core Practice 4: Health and Well Being

- Healthy eating programs that utilize locally sourced and whole foods;
- Curriculum and support for physical fitness and healthy lifestyle choices.
- Fitness and recreation program that includes lifetime outdoor activities such as walking, hiking, biking, skiing, and camping.
- Healthy air quality practices and lighting that reduce illness and absenteeism.
- Healthy and thoughtful relationships with others that support character development.

#### Core Practice 5: Strong Partnerships and Networks

- Long-term partnerships that support systemic change and ecological balance within the school and community
- Develop strong partnerships among groups of diverse cultural heritage to promote the greening of schools in all communities
- Participation in the development of state and national green school networks.
- Participation in research and evaluation of student learning and best green school practices.
- Collaboration with research based curriculum and assessment models.

May 2011

For additional information contact:

Jim McGrath, [mcgrath.edcons@charter.net](mailto:mcgrath.edcons@charter.net)

Jennifer Seydel, [jseydel@elschools.org](mailto:jseydel@elschools.org)

Rating Key: **D = Demonstrated** **DEV = Developing** **ND = Not Demonstrated**

Document based on the *Florida Consortium for Charter Schools School-Site Monitoring Tool, Montessori Method, and Green Print (Attached)*

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**EXHIBIT C**

**EDUCATIONAL SUPPORT AND SERVICES PROVIDER  
EVALUATION INSTRUMENT  
[following page]**

## **Educational Service and Support Provider Evaluation Instrument**

This instrument is designed to be used charter schools and other educational organizations to evaluate and provide feedback to Educational Service and Support Organizations (ESPs) that provide services to support the school. It can be used for CMOs, EMOs, back office providers, consultants, technology and other operations subcontractors (e.g., foodservice, transportation, custodial). These organizations are referred to as Service Providers in the instrument.

### **Components**

**Section 1** addresses how the Service Provider contract compliance with the specific requirements identified in the agreement between the ESP and the charter school.

**Section 2** evaluates the quality of service provided in each functional area (if there is more than one) – e.g., professional development, interim assessment, financial management and reporting, human resource management, school operations management and support.

**Section 3** is a tool to provide feedback on the performance of individual persons who provide services to the school(s). This section is optional and may or may not be utilized.

**Section 4** is a form that the Service Provider may use to provide a response and feedback to the school organization on the evaluation.

These four sections should provide a mechanism to improve contractor, consultant or vendor performance by identifying strengths and weaknesses of the Service Provider relative to their scope of work, the quality of their service in specific areas, and the individual performance of Service Provider staff. It can be used annually to monitor the Service Provider's performance over the term of their contract, or on a one-time basis to inform decisions about contract renewal, changing Service Providers or self-performing their activities.

### **Recommended Process**

1. School should designate an evaluation committee or individual (e.g., Executive Director, Chief Operating Officer, Board member or consultant) to coordinate the process.
2. The committee or designate should have Section 1 completed by appropriate members of the committee or school. As Section 1 is more about technical compliance with the contract, we recommend there is only one copy of this form even if it incorporates input from several people.
3. Sections 2 and 3 should be distributed to the specific "users" of each functional service or Service Provider staff – e.g., principals, executive directors, board treasurers, school operations managers, human resource directors, etc. They should complete the forms and return to the committee or individual designate.

**Educational Service and Support Provider  
Evaluation Instrument**

4. The committee or designated individual should collect all three sections and assemble into a single document for distribution to the ESP.
5. The Service Provider should complete Section 4 and return to the committee or designated individual.
6. The committee or individual should have a meeting with the Service Provider to discuss the overall report. The meeting could be private or an open board or school staff meeting. (In the event there is a broad audience, feedback on individual performance in Section 3 may be redacted.)

## Rating Rubric

**Section 1** deliberately has only three ratings: compliant, probationary, and non-compliant. This section is not intended to be evaluative, but rather identify any specific areas of contract non-compliance by the Service Provider.

Rating	Description
Compliant	The Service Provider meets the contract requirement all or substantially all the time.
Probationary	The Service provider has failed to meet the contract requirement on one (if material) or several occasions, but the school organization has not received any notice of non-compliance from its authorizer or other governmental agency, and the Service Provider has been made aware of the deficiency and taken action to address the deficiency.
Non-compliant	The Service Provider has consistently or materially failed to comply with the contract requirements, and/or a notice of non-compliance has been received by the school organization from its authorizer or other governmental agency.

**Section 2** is evaluative. **Note that specific reviewers may not be able to evaluate certain criteria, so it is fine to leave the box blank or write "N/A."**

Rating	Description
Exceeds Expectations	The Service Provider exceeds the expectations of the school organization by providing an excellent level of service, e.g., producing reports ahead of schedule, anticipating problems and responding immediately to urgent requests, working extraordinarily flexible hours to meet the school organization's needs, or providing supplementary detail or support "beyond the call of duty". The Service Provider consistently advances the school organization's mission.
Satisfactory	The Service Provider consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare event of failing to meet expectations, the Service Provider acknowledges the deficiency and takes clear and decisive action to address it.

**Educational Service and Support Provider  
Evaluation Instrument**

Needs Improvement	The Service Provider has occasionally failed to meet the school organization's expectations, or has made a material error but otherwise has performed satisfactorily. In response to such failure, the Service Provider is slow to respond or challenges the facts rather than focusing on solving the problem proactively.
Unsatisfactory	The Service Provider consistently fails to meet the school organization's expectations, is inflexible when urgent or ad hoc requests are made, does not respond quickly to calls or emails, subverts the school organization's mission by its actions and behaviors, and does not embody the values of the school organization.

**Section 3** is evaluative of individual performance. The output from Section 3 may be used to inform the ESP's own performance management system.

Exceeds Expectations	The individual demonstrates mastery of their job description, leads by example, and helps train others in their quest for professional mastery. The individual dedicates themselves to service excellence and embodies the school organization's mission and values. The individual is respected by their subordinates and may be viewed as a leader by others in their industry.
Satisfactory	The individual has a solid understanding of the job requirements and meet them ably. They seek to identify and solve problems proactively and contribute positively to the school organization's culture. Their work is accurate and timely; errors and omissions are uncommon.
Needs Improvement	The individual occasionally fails to meet the job requirements. Accuracy, timeliness, and communication are inconsistent. Attendance, punctuality and professionalism could be improved. The individual requires active supervision, gets defensive about errors, and does not yet function well outside their comfort zone. The individual does not sufficiently advance the school organization's mission and values.
Unsatisfactory	The individual is consistently deficient in the performance of their job duties. They do not respond well to feedback about improving their performance. They detract from the school organization's mission and values.

**Educational Service and Support Provider  
Evaluation Instrument**

**Section 1**

**Contract Compliance**

Reviewer Name & Title \_\_\_\_\_

Date of Review \_\_\_\_\_

Rating Scale	In compliance = 3	Probationary = 2	Non-Compliant = 1
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Criterion	Rating	Comments
<b>Reports to Board</b> <ul style="list-style-type: none"> <li>Annually/Quarterly/Monthly or as required</li> <li>Coordinates and attends Board meetings</li> <li>Maintains minutes and records as per requirements of State law and the Charter</li> </ul>		
<b>Complies with local, state and federal guidelines</b> <ul style="list-style-type: none"> <li>Meets Timelines designated by State and Sponsor</li> <li>Complies with legal requirements of the Charter</li> </ul>		
<b>Financial Projections and Financial Statements</b> <ul style="list-style-type: none"> <li>Prepares annual budgets and financial forecasts for board review</li> <li>Prepares regular unaudited financial statements as required by Sponsor</li> <li>Timeliness/accuracy</li> </ul>		
<b>Recordkeeping</b> <ul style="list-style-type: none"> <li>Accurately maintains business/financial records</li> <li>Timeliness/accuracy</li> </ul>		
<b>Financing Solicitation</b> <ul style="list-style-type: none"> <li>Assistance with state, federal, or local grant funds</li> <li>Coordinates private and public sources for loans</li> </ul>		



**Educational Service and Support Provider  
Evaluation Instrument**

Criterion	Rating	Comments
<b>Bookkeeping</b> <ul style="list-style-type: none"> <li>• Liaison to Board's accounting firm</li> <li>• Ensures Accuracy and timeliness In record keeping, financial reporting, and audits reporting</li> </ul>		
<b>Facilities</b> <ul style="list-style-type: none"> <li>• Identification</li> <li>• Expansion, Design and Development</li> </ul>		
<b>Human Resource Coordination</b> <ul style="list-style-type: none"> <li>• Identifies and screens for employment qualified administrators, teachers, and staff</li> <li>• Coordinate payroll services through the Board's provider</li> </ul>		
<b>Academics</b> <ul style="list-style-type: none"> <li>• Student Academic Performance</li> <li>• Adherence to Mission and Vision</li> </ul>		
<b>Total Points Section 1</b> Assign each indicator a rating of 1 – 3. To calculate the rating for this section, add the total points in the rating column. Insert the total to the right with a maximum rating of 27 points.		

**Educational Service and Support Provider  
Evaluation Instrument**

**Section 2**

**Functional Organization Evaluation**

Reviewer Name & Title \_\_\_\_\_

Date of Review \_\_\_\_\_

Rating Scale	Exceeds Expectation = 4	Satisfactory = 3	Needs Improvement = 2	Unsatisfactory = 1
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Criterion	Rating	Comments
<b>Executive Leadership</b> <ul style="list-style-type: none"><li>• Oversight of staff providing services to client.</li><li>• Participation in strategic planning activities of client.</li><li>• Staff support for charter school promotion efforts made by client.</li><li>• Staff support for positive working relationships between client and state staff.</li><li>• Assistance in negotiation of agreements with school districts and major third-party service agreements.</li></ul>		

**Educational Service and Support Provider  
Evaluation Instrument**

<b>Financial Management and Reporting</b> <ul style="list-style-type: none"> <li>• Monthly accruals, bank reconciliations, account reconciliations and accounting closes, intercompany account reconciliations between entities.</li> <li>• Development and management of school budgets and forecasts.</li> <li>• Reporting of school financial results in compliance with state requirements.</li> <li>• Administration of payroll for approval by client, including payout calculations, termination calculations, problem resolution, deduction adjustments, staff training.</li> <li>• Ongoing journal entries, payroll tracking for grants, intercompany accounting for staff shared between schools.</li> <li>• Processing of payments on behalf of client, obtain check approvals, vendor issue resolution.</li> <li>• Grant management system reporting, state retirement system reporting, formatting of data in state format and corresponding reports.</li> <li>• Creation and implementation of financial policies and procedures</li> </ul>		
<b>Human Resource Management</b> <ul style="list-style-type: none"> <li>• Development of employee manual subject to client approval.</li> <li>• Coordination of teacher and staff recruiting activities.</li> <li>• Assistance with terminations of staff, administration of exit interviews, communications with Department of Labor for unemployment claims.</li> <li>• Employee benefits administration.</li> <li>• Provide employee relations support. Support for employee performance reviews. Presentations at employee orientations and summer training.</li> </ul>		

**Educational Service and Support Provider  
Evaluation Instrument**

<b>School Operations Management</b> <ul style="list-style-type: none"> <li>• Supervision of third-party service providers, including custodial services, foodservices, transportation, and security.</li> <li>• Process supply requisitions, purchase orders, and check requests</li> <li>• Coordination of procurement of school supplies and instructional technology.</li> <li>• Participation in financial reviews with principals and Service Provider financial staff.</li> <li>• Assistance in Creation and implementation of operations policies and procedures.</li> </ul>		
<b>Technology Management</b> <ul style="list-style-type: none"> <li>• Supervision of site-based technology staff or subcontractors to implement school technology program and provide user support.</li> </ul>		
<b>Start-up and Expansion Management</b> <ul style="list-style-type: none"> <li>• Support for start-up activities including student and staff recruiting, and community outreach.</li> <li>• Project management of teacher recruiting process. Present at job fairs, coordinate advertising, candidate screening and interviews.</li> <li>• Community outreach management to conduct one-on-one and small group meetings with community influencers, parent and community meetings to promote the school, recruit and train canvassers to distribute pamphlets and other materials, and ensure they are interacting with the public in a professional and courteous manner.</li> <li>• Grants and financial reporting management to coordinate grant applications, compliance, and monitor and reporting on start-up budget spending.</li> </ul>		

**Educational Service and Support Provider  
Evaluation Instrument**

<b>Curriculum and Academic Support</b> <ul style="list-style-type: none"> <li>• Provides mentoring and coaching programs to ensure all staff members have the knowledge and skills to improve student performance and organizational effectiveness.</li> <li>• Engages in a comprehensive planning process to develop Curriculum that embeds the Florida Standards and emphasizes student engagement and rigor.</li> <li>• Develops and implements a comprehensive student assessment and progress monitoring plan designed to support student learning and verify the effectiveness of curriculum programs and instructional practices.</li> <li>• Plans and delivers professional development to improve the learning environment, learner achievement and the organizations effectiveness.</li> <li>• Monitors the implementation and effectiveness of Professional Development through the classroom Walkthrough cycle.</li> <li>• Mentors and coaches administration</li> </ul>		
<b>Total Points Section 2</b> Assign each indicator a rating of 1 – 4. To calculate the rating for this section, add the total points in the rating column. Insert the total to the right with a maximum rating of 28 points.		

To calculate the ESP's TOTAL RATING, add the "Totals" for sections 1 and 2.

- |                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | 46 – 55 = Exceeds Expectations |
| <input type="checkbox"/> | 33 – 45 = Satisfactory         |
| <input type="checkbox"/> | 17 – 32 = Needs Improvement    |
| <input type="checkbox"/> | 0 – 17 = Unsatisfactory        |

**Educational Service and Support Provider  
Evaluation Instrument**

**Section 3**

**Individual Staff Feedback**

The section of the Evaluation Instrument should be used to solicit feedback on the performance of individual ESP staff assigned to support the school.

ESP Staff Name & Title \_\_\_\_\_

Reviewer Name & Title \_\_\_\_\_ Date of Review \_\_\_\_\_

Criterion	Rating	Comments
<b>Mission Support</b> Does the ESP staff understand and support the school organization's educational mission, philosophy, values, and program?		
<b>Job Knowledge:</b> Does the ESP staff understand their function to ensure the effective and efficient day- to-day functioning of the school organization? Comment on any particular strengths or deficiencies (e.g., HR, student information, budget).		
<b>Professionalism: Does the ESP staff...</b> a. Represent the school and client organization well? b. Show respect for self and others; demonstrate professional appearance and demeanor c. Timeliness to work and flexibility to get the job done if it takes extra time and effort d. Demonstrate responsiveness to client and school leader		

**Section 4**

**ESP Comment and Feedback**

The section of the ESP Evaluation Instrument should be used by the ESP to respond to Sections 1, 2, and 3 above, and also provide general constructive feedback to the client organization.

Comments on Section 1
Comments on Section 2
Comments on Section 3
General Comments & Feedback from ESP

**FIRST ADDENDUM TO CHARTER SCHOOL MANAGEMENT AGREEMENT**  
**LOCAL EDUCATIONAL AGENCY (LEA) SERVICES**

**THIS FIRST ADDENDUM TO CHARTER SCHOOL MANAGEMENT AGREEMENT** entered into this 15<sup>th</sup> day of May, 2024 between ODYSSEY CHARTER SCHOOL, INC., 1755 Eldron Boulevard S.E., Palm Bay, FL 32909 (hereinafter, "School") and GREEN APPLE SCHOOL MANAGEMENT, LLC, 1900 Harbor City Boulevard, Suite 120, Melbourne, FL 32901 (hereinafter, "Manager").

**RECITALS**

**WHEREAS**, on or about June 21, 2018, School and Manager entered into a Charter School Management Agreement (hereinafter, "the Agreement") with a commencement date of July 1, 2018 and an ending date of June 30, 2023; and

**WHEREAS**, the Agreement provides for the specific professional planning, accountability, compliance, management, administrative, and support services (hereinafter, "Scope of Services") provided by Manager to School; and

**WHEREAS**, the Agreement provides for the Base Compensation, payment of additional services, reimbursable costs, and other expenses paid by School to Manager in consideration of the Scope of Services as provided for in the Agreement; and

**WHEREAS**, on May 17, 2023, the Board of Directors of Odyssey Charter School Inc. (hereinafter, the "Board") approved a first renewal of the Agreement with a commencement date of July 1, 2023 and an ending date of June 30, 2028 (hereinafter, "Renewal Period"); and

**WHEREAS**, on May 17, 2023, the Board adopted a Resolution expressing its desire to be designated as a Local Educational Agency (LEA) pursuant to Florida Statutes Section 1002.33 (25); and,



**WHEREAS**, on June 29, 2023, the Florida Department of Education held onboard training regarding the Board's LEA status and responsibilities; and

**WHEREAS**, on or about July 1, 2023, the Board became recognized by the State of Florida as an LEA in accordance with Florida Statutes Section 1002.33 (25); and

**WHEREAS**; the Parties desire to amend the Agreement to amend the Scope of Services to be provided by Manager to School and Fees/Expenses/Costs to be paid by School to Manager to include LEA and Grants Administration Services for the fiscal year beginning July 1, 2023 and for all remaining fiscal years during the Renewal Period; and

**WHEREAS**, the Parties intend for all other terms of the Agreement not amended herein to remain in full force and effect; and

**NOW THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. The Scope of Services as defined in Paragraph 3 of the Agreement to be provided by Manager to School shall be amended to include LEA and Grants Administration services as specifically provided for in Exhibit "A" to this First Addendum which is specifically attached and incorporated herein.

2. In addition to all other compensation, payment for services, and reimbursement of administrative costs allowable under the Agreement, the School shall also pay to Manager all allowable indirect and administrative costs as provided for in Exhibit "A" to this First Addendum which is specifically attached and incorporated herein.

3. This First Addendum shall be effective and applicable to any LEA and Grants Administration services rendered by Manager to School nunc pro tunc to the fiscal year beginning July 1, 2023.

4. For the fiscal year beginning July 1, 2024 and all subsequent fiscal years during the Renewal Period of the Agreement, the School shall pay to Manager all allowable indirect and administrative costs related to LEA and Grants Administration services at the rates reviewed and approved annually by the Florida Department of Education. The Manager will present to the School the yearly rate for review within a reasonable time after the rates are published by the Florida Department of Education.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Addendum to Charter School Management Agreement on the dates written below.

**[THIS SECTION LEFT INTENTIONALLY BLANK]**

**[SIGNATURE PAGE TO FOLLOW]**

Signed, sealed and delivered  
in the presence of:

Witness:



Printed Name:

Suzanne Jewell-Ventura

Witness:

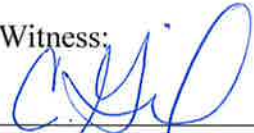


Printed Name:

Jessica A. Riaz

Signed, sealed and delivered  
in the presence of:

Witness:



Printed Name:

Cindy Gilmore

Witness:

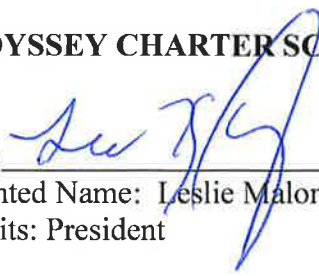


Printed Name:

ELIZABETH M. CRIST

**ODYSSEY CHARTER SCHOOL, INC.**

By:

  
Printed Name: Leslie Maloney

As its: President

Date:

May 15, 2024

**GREEN APPLE  
SCHOOL MANAGEMENT, LLC**

By:

  
Printed Name: Constance Ortiz

Title: Chief Executive Officer

Date:

May 15, 2024

**EXHIBIT “A”**  
**FIRST ADDENDUM TO CHARTER SCHOOL MANAGEMENT AGREEMENT**

Green Apple School Management Scope of Services and Fees to  
Odyssey Charter School, Inc. for LEA and Grants Administration

On May 17, 2023, Odyssey Charter School, Inc. Board of Directors approved a resolution to become its own local educational agency (LEA). At that meeting, the Board authorized Green Apple School Management to support the implementation and management of the LEA.

On July 1, 2023, Odyssey Charter School, Inc. became recognized by the state of Florida as an LEA regarding the acceptance of Federal Funding. Based on this agreement, Green Apple School Management serves as the administrative manager supervising the administration of the LEA.

**On March 21, 2024, Odyssey Charter School Inc.’s indirect cost proposal for fiscal year 2023-2024 was reviewed and approved by the Florida Department of Education with a restricted rate of 12.59% and unrestricted rate of 24.36% (with an effective date of July 1, 2023 through June 30, 2024). *The funds gained from this indirect cost rate will be used to fund administrative costs related to the running of the LEA.***

Grants include but are not limited to:

- Entitlement Grants - Title I, II, III, IV, IDEA, Part B, Perkins, Supplemental Support Plan (School Improvement Grant)
- Competitive local, state, and federal grants.

The following is the comprehensive administrative cost (scope of services) for the management of the LEA. The list emphasizes the importance of finding, training, monitoring, and supporting appropriate school and Inc. staff to implement grant expectations, in addition to other key aspects of grants management, under the direction of the Odyssey Charter School, Inc. Board of Directors.

Under the direction of Odyssey Charter School, Inc. Board of Directors, Green Apple School Management will support the LEA with the following services:

1. Grant Application and Acquisition
  - a. Identify, pursue, and secure federal funding opportunities aligned with district priorities.
  - b. Prepare and submit grant applications according to federal guidelines.
  - c. Collaborate with stakeholders to develop proposals addressing district needs.
2. Grant Compliance
  - a. Ensure compliance with federal regulations, including Red Book, Green Book, Uniform Guidance (2 CFR 200), and any other state and federal rules/statutes.
  - b. Conduct regular compliance reviews and establish internal controls.
  - c. Provide training on federal program requirements to district staff.

- d. Find, train, monitor, and support appropriate school and Inc. staff to implement grant expectations.
  - e. Verify that grant timelines and expectations are adhered to and met.
- 3. Budgeting and Financial Management
  - a. Develop and monitor budgets for grant-funded projects.
  - b. Track expenditures, reconcile accounts, and prepare financial reports.
  - c. Ensure fiscal responsibility by adhering to approved budgets and maximizing grant funding.
- 4. Financial Reporting and Documentation
  - a. Prepare and submit accurate financial reports for grants.
- 5. Program Monitoring and Evaluation
  - a. Implement systems to monitor and evaluate program effectiveness.
  - b. Analyze data to identify areas for improvement.
  - c. Collaborate with staff to implement programmatic changes
- 6. Professional Learning/Learning
  - a. Provide technical assistance to staff on grant administration and compliance.
  - b. Offer specialized training on federal program requirements.
  - c. Stay informed of changes in federal regulations and best practices.
- 7. Stakeholder Engagement and Communication:
  - a. Serve as a liaison between the LEA and FDOE.
  - b. Communicate grant-related information to internal and external stakeholders.
  - c. Plan needs-assessments with appropriate stakeholders and utilize gained data for grant development.
- 8. Grant Opportunity Identification and Partnership Development
  - a. Research and identify additional grant opportunities from local, state, and federal sources and other funding entities.
  - b. Cultivate partnerships with external organizations and agencies to enhance grant-seeking efforts and collaborative project development.

## **Funding for LEA Services**

Since LEA services are not included in the standard Green Apple contract, the services are considered supplemental and will be billed to Odyssey Charter School, Inc. separately. Approximately 65-75% of the indirect costs are billed for services provided. These costs are funded after school-level LEA administrative costs of the Director of Federal Projects and Finance Assistance are covered and any adjustments based on grand needs, allowability of costs, other needed administrative costs. This will be brought to the Board for approval annually. For the FY24 school year, the percentage of billing to Green Apple is approximately 65%, reduced based on the start-up needs of the Director of Federal Programs.

The funds will be coming from federally allowable *indirect costs* of general management that are agency wide. These general management costs consist of expenditures for administrative activities

necessary for the general operation of the LEA (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing). The standardized method for distributing these indirect costs to programs is referred to as the indirect cost rate and is determined annually at the Florida Department of Education for each LEA.

	FY24 Allocation	Allowable Indirect Cost Rate	Indirect Cost Amount	Green Apple Contract	Admin Costs (DFP, Assistant)
Title I, Part A	\$892,503.00	10.00%	\$89,250.30	\$58,012.70	\$31,237.61
Title II	\$122,103.00	12.59%	\$15,372.77	\$9,992.30	\$5,380.47
Title III	\$28,472.00	2.00%	\$569.44	\$370.14	\$199.30
Title IV	\$69,148.00	2.00%	\$1,382.96	\$898.92	\$484.04
IDEA	\$421,611.00	12.59%	\$53,080.82	\$34,502.54	\$18,578.29
IDEA PreK	\$3,973.00	0%	\$0	\$0.00	\$0.00
SIIG	\$329,905.00	12.59%	\$41,535.04	\$26,997.78	\$14,537.26
Stronger Connections	\$275,000.00	0.00%	\$0.00	\$0.00	\$0.00
	\$2,142,715.00			\$130,774.37	\$70,416.97
Indirect Costs FY24	\$201,191.33				
Allocations minus Indirect	\$1,941,523.67				

## Addendum A: Indirect Cost

### FLORIDA DEPARTMENT OF EDUCATION BUREAU OF THE COMPTROLLER CERTIFICATION AND REQUEST FOR AUTHORIZED INDIRECT COST RATE PLAN B

The Florida Department of Education (DOE) has, in cooperation with the United States Department of Education (USDOE) and representatives from school districts, developed an indirect cost plan for the local educational agencies (LEAs) in Florida. Applications for grants usually involve a request for reimbursement of both direct and indirect costs. The Office of Management and Budget (OMB) Uniform Grant Guidance (UGG), Title 34 Parts 75 & 76, 2CFR 200 and the Education Department General Administrative Regulations (EDGAR), contains provisions for determining indirect cost rates for grantees and subgrantees of federal grants. The indirect cost rate process in Florida is based on the DOE's federally approved indirect cost plan for LEAs which are the Florida school districts. Florida's plan includes specifics on indirect cost components, including indirect costs, base costs, and the carry-forward adjustment. USDOE has approved the fixed-with-carry-forward restricted and unrestricted rate methodology for calculating indirect cost rates for Florida LEAs. FDOE is the delegated authority to approve indirect cost rates annually for LEAs. *The approved indirect cost rate provides LEAs with a standardized way to recover indirect costs from federal programs without having to time-account for the general administrative support provided to each program.*

The advantage of an indirect cost proposal and rate is to simplify the process of determining the fair share of indirect costs for federal grants that is acceptable to federal grantor agencies. An indirect cost rate is a reasonable calculation for the percentage of allowable general administrative expense that each federal grant should bear. Generally, an indirect cost rate is the ratio of total indirect costs to total direct costs, based on the LEA's actual expenditures, excluding any extraordinary or distorting expenditures such as capital outlay and sub agreements (2 CFR 200.1 MTDC). Expenditures for the second preceding fiscal year are used when completing the Indirect Cost Proposals for a given fiscal year. For example, expenditures for Fiscal Year 2021-2022 will be used to complete the Indirect Cost Proposals for Fiscal Year 2023-2024.

Costs of a LEA can be categorized as direct or indirect (2 CFR 200.413 & 200.414). A cost-related activity (e.g., instruction, school administration, pupil transportation, fiscal services) rather than its type (e.g., salaries, benefits, books, supplies) is what determines a direct or indirect cost. Although direct costs can be identified with a particular instruction or instruction-related grant, contract, or function (activity), indirect costs are more global in nature.

Indirect costs are those costs of general management that are agency wide. General management costs consist of expenditures for administrative activities necessary for the general operation of the LEA (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing). The standardized method for distributing these indirect costs to programs is referred to as the indirect cost rate.

Addendum B: Odyssey Charter School, Inc. Indirect Cost Proposal and Approved Administrative Costs funded by the Indirect Costs

**On March 21, 2024, Odyssey Charter School Inc.'s indirect cost proposal for fiscal year 2023-2024 was reviewed and the restricted rate of 12.59% and unrestricted rate of 24.36% is approved with an effective date of July 1, 2023 through June 30, 2024. *These funds are used to fund administrative costs related to the running of the LEA.***

**Administrative Costs:** The term 'administration', when used with respect to an eligible agency or eligible recipient, means activities necessary for the proper and efficient performance of the eligible agency or eligible recipient's duties under this Act, including the supervision of such activities. Such terms do not include curriculum development activities, personnel development, or research activities.

This rate is intended to be all-inclusive of typical administrative and overhead costs, including but not limited to rental of office space, bookkeeping and accounting services, and utilities.

Administrative costs are costs that cannot be identified with any single program but are indispensable to conducting agency activities and to the organization's survival. The Florida Department of Education recognizes that allowable general and administrative costs are essential and legitimate costs of provider agencies.

The administrative costs of the provider represent costs which are incurred for common or joint objectives in providing services. Such costs are distributed to all provider programs on an allocation basis; that is, a fair share of expenses is distributed to each service program. General and Administrative (G & A) costs may include:

- Salaries and wages plus applicable fringe benefits for staff engaging in administrative duties;
- Audit costs;
- Legal fees;
- Equipment associated with administrative tasks or positions;
- Office supplies, postage, communications, travel and other general office costs associated with administrative tasks;
- Maintenance and housekeeping costs incurred through salaries and wages plus fringe benefits or through a contract for the administrative offices;
- Facility costs, such as depreciation, rental of space, maintenance and repair, utilities, and property insurance if approved by FDOE;
- Liability insurance; and
- Any other cost associated with administrative activities or tasks



Addendum C: Fiscal Year 2023-2024 Federal and State Grants Summary with allowable Administrative Costs

PROJECT/PROGRAM TITLE	AMOUNT	PRJ. PERIOD	Approved Administrative Cost Rate*
<p><b><u>Title I Part A, Improving the Academic Achievement of the Disadvantaged (TIPA)</u></b></p> <p>Purpose: Title I, Part A provides local educational agencies (LEA) resources that help children gain a high-quality education and the skills to master Florida's state academic standards. Title I provides additional resources to schools with economically disadvantaged students. These resources provide additional teachers, professional development, extra time for teaching, parent involvement activities, and other activities designed to raise student achievement</p>	\$892,503.00	7/1/2023-8/31/2024	<p>Maximum – 10% of TIPA Allocation</p> <p><i>*Includes indirect costs</i></p>
<p><b><u>Title I, School Improvement Support Plan Grant</u></b></p> <p>Purpose: Funds allocated to LEAs to serve traditional and charter public schools implementing comprehensive support and improvement (CSI) activities under ESEA Section 1111(d) as identified in their school improvement plan.</p>	\$329,905.42	2/11/2023 - 9/30/2024	12.59%
<p><b><u>Title II, Part A, Supporting Effective Instruction.</u></b> Purpose:</p> <ul style="list-style-type: none"> <li>• Increase student achievement consistent with the challenging state academic standards</li> <li>• Improve the quality and effectiveness of teachers, principals, and other school leaders</li> <li>• Increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools Provide low-income and minority students greater access to effective teachers, principals, and other school leaders</li> </ul>	\$122,103.00	7/1/2023-8/31/2024	12.59%
	<b>\$28,472.00</b>		

<u><b>Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement</b></u>  Purpose: The purpose of these funds is to provide support to English learners and recently-arrived immigrant children and youth for language acquisition and language enhancement while meeting challenging state academic standards.		7/1/2023-8/31/2024	Maximum - 2% of TIHPA Allocation
<u><b>Title IV, Part A</b></u> Purpose: Improve student academic achievement by: <ol style="list-style-type: none"> <li>1. Providing all students with access to a <b>well-rounded education</b></li> <li>2. Improving school conditions for student learning to <b>support safe and healthy students</b></li> <li>3. Improving the <b>use of technology</b> to improve the academic achievement and digital literacy of all students</li> </ol>	\$69,148.00	7/1/2023-8/31/2024	Maximum - 2% of TIVPA Allocation
<u><b>Title IV – Stronger Connections Grant (competitive grant):</b></u> The purpose of the Stronger Connections Grant (SCG) program is to establish and support safer and healthier learning environments in school communities through the implementation of programs to support safe and healthy students. <i>Note: three-year grant, sunsets September 30, 2026.</i> <i>Year 1: 2/1/2024 – 6/30/2024</i> <i>Year 2: 7/1/2024 – 6/30/2025</i> <i>Year 3: 7/1/2025 - 6/30/2026</i> <u>Total: \$275,000</u>	\$275.000	2/1/2024-6/30/2024 (Year 1)	0.00%
<u><b>IDEA Part B, K-12.</b></u>  The purpose of IDEA K-12 is to ensure that all children with disabilities receive a free, appropriate public education to meet their unique needs and prepare them for employment and independent living. IDEA	\$421,611.00	7/1/2023-8/31/2024	12.59%

also ensures that the rights of these children and their parents are protected. Further, IDEA assists agencies like the Odyssey Charter Schools, Inc., LEA in providing education to children with disabilities.			
<u>IDEA , Part B, PreK</u>  Purpose: Supplementary grants to states for preschool programs serving children with disabilities ages three through five.	\$3,973.00	7/1/2023-8/31/2024	0
<u>Carl Perkins V, Secondary</u> The purpose is to develop more fully the academic, career and technical skills of secondary education students who elect to enroll in career and technical education programs.	\$25,365.00	7/1/2024-8/31/2025	5%