

**STATE OF FLORIDA
DEPARTMENT OF EDUCATION**

AGAPE CHRISTIAN ACADEMY,

Petitioner,

v.

DOE CASE NO: 2016-3271

**PAM STEWART, as
COMMISSIONER OF EDUCATION,**

Respondent,

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement (“Agreement”) is entered into between Agape Christian Academy (3305) (“Agape”), and Pam Stewart, as Commissioner of Education (“Commissioner”), for the Florida Department of Education (“the Department”) to amend the Settlement Agreement entered into by Agape and the Commissioner on August 2, 2016, and resolve the issues contained in the Administrative Complaint (“Complaint”) that was filed with the Agency Clerk on March 21, 2016 (attached and incorporated as Exhibit A).

WITNESSETH

WHEREAS, the Commissioner issued the Complaint against Agape and alleged that Agape has violated certain provisions of applicable law as it relates to Agape’s eligibility and participation in the John M. McKay Scholarships for Students with Disabilities Program (“McKay”), the Florida Tax Credit Scholarship Program (“FTC”), and the Gardiner Scholarship Program (“Gardiner”), which was formally known as the Personal Learning Scholarship Account.

WHEREAS, pursuant to § 120.57(4), Florida Statutes (F.S.), Agape and the Commissioner (collectively, “the Parties”) have come to a mutual agreement with respect to the resolution and settlement of all matters arising from the Complaint, and do hereby, by these presents, desire to memorialize the terms of their settlement with respect to this matter.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. ADMISSIONS. Agape admits that: (1) the Commissioner has jurisdiction over this matter; and (2) Agape is subject to the provisions of §§ 1002.385, 1002.39, 1002.395, 1002.42, and 1002.421, F.S., and Rules 6A-6.0970, 6A-6.0960, 6A-6.0961, and 6A-6.03315, Florida Administrative Code (F.A.C.). Agape neither admits nor denies the facts as alleged in the Complaint, but admits that the Complaint was issued in good faith and hereby waives any defenses it may have to the Complaint.

2. FORFEITURE. Agape waives any claim to any delay in receiving McKay and FTC scholarship funds that were denied from the time the Complaint was issued until this Agreement becomes effective.

3. PROBATIONARY STATUS. The Parties to this Agreement hereby agree that Agape's participation in the McKay, FTC, and Gardiner programs is hereby approved and, under the Original Settlement Agreement, placed on probationary status until the end of the 2019-2020 school year. In this Amended Settlement Agreement, the Parties to this Agreement agree that Agape's participation in the McKay, FTC, and Gardiner programs is hereby approved and placed on probationary status until the end of the 2020-2021 school year, during which time, in addition to compliance with applicable law, Agape must comply with all of the special terms and conditions identified herein. Agape's probationary status is contingent upon its continued renewal of scholarship program(s) eligibility for each year of probation. Upon voluntary dismissal of this case by Agape after execution of this Agreement, Agape's immediate scholarship suspension will be lifted and its eligibility to participate in the Gardiner, McKay and FTC scholarship programs will be approved.

4. INSTRUCTION AND PROGRAMS FOR STUDENTS. Agape's compliance with this Agreement shall in no way have a negative effect upon the education, instruction, or programs provided to Agape's students.

5. STAFF.

a. TRAINING. Agape shall ensure that involved teachers and staff are trained and able to comply with state sponsored scholarship program requirements, including but not limited to, enrolling and re-enrolling students, ensuring students have regular and direct contact with Agape's teachers at Agape's physical location, confirming continued student enrollment and attendance, keeping student attendance and other records, and ensuring that parents restrictively endorse warrants.

b. MANAGEMENT. Agape shall, no later than Agape's execution of this Agreement, immediately remove Orita McRae from any and all positions at Agape. Orita McRae may not have any involvement with Agape or any school it operates, including Northwestern Learning Academy, either as an employee, consultant or agent, for as long as Agape continues to receive Gardiner, McKay, or FTC scholarship funding.

c. RECORD KEEPING. Agape shall, prior to execution of this Agreement, provide the Department a list of all persons with authority to manage the day-to-day operations of the school, and all teachers and staff, along with an explanation of their specific duties, their dates of employment, credentials, resumes, background screenings, and fingerprinting results, as required by law. Agape shall keep such information current and send to the Department any changes to this list at least 30 days prior to a change.

6. FACILITIES.

a. Prior to execution of this Agreement, Agape must provide to the Department fire inspection certificates showing that all properties used by Agape as part of its school comply with all state and local fire codes, laws and regulations. Agape will also provide the Department with a list of all buildings and locations used by its school, and a description of what each building is used for. Agape must maintain fire inspection certificates for all such properties, and in the event any property fails any inspection by appropriate authorities it must immediately notify the Department of such event. Agape will only utilize those properties on the list provided to the Department for its school, and no students, teachers, or administrators shall utilize any other property for any school function or purpose.

b. Agape shall meet and comply with all applicable state and local health, safety, and welfare laws, codes, and rules. Agape shall provide all necessary health inspection reports and certificates prior to beginning any school year, and maintain such reports and certificates throughout the term of this Agreement.

7. PROFESSIONAL DEVELOPMENT. Agape agrees to participate in the Measurements of Academic Progress (MAP) facilitated by the Step Up for Students scholarship funding organization (SFO) through 2018-2019 school year. Agape, and any associated schools, shall execute a Memorandum of Understanding with the SFO within 20 days of execution of this Agreement incorporating the terms of the MAP, and will abide by all terms of the Memorandum of Understanding and the MAP. Failure to comply with all terms of the Memorandum of Understanding and MAP shall constitute a breach of this Agreement.

8. REIMBURSEMENT OF FUNDS. Under the Original Settlement Agreement, Agape agreed to reimburse the Department for McKay funds received while it was not in compliance with state law in the amount of \$91,815.24, which would have been paid by quarterly payments of \$5,738.46 through the 2019-2020 school year. Under the Original Settlement Agreement, Agape also agreed to reimburse Step Up For Students for FTC funds received while it was not in compliance with state law in the amount of \$135,279.12, which would have been paid by quarterly payments of \$8,454.95 through the 2019-2020 school year. To date, Agape has paid \$11,476.92 of the McKay Refund, and \$16,909.90 of the FTC Refund. The Department has agreed to reduce Agape's total remaining balance of FTC and McKay funds by ten percent. Therefore, the new remaining balance of the McKay Refund is reduced to \$72,304.60 and shall be provided to the Office of Independent Education and Parental Choice, c/o McKay Scholarship Program, 325 W. Gaines Street, Suite 1044, Tallahassee, Florida 32399, in quarterly payments of \$3,286.57. The remaining balance of the FTC Refund is reduced to \$106,532.38 and shall be provided to Step Up for Students, Attention: Susan Dugan (Finance), 4655 Salisbury Road, Suite 400, Jacksonville, Florida 32256, in quarterly payments of \$4,842.38. Each quarterly payment shall be made no later than 15 days after September 1, November 1, February 1, and April 1 of each year. The first and

second installments of the \$3,286.57 and \$4,842.38 refunds will commence no later than 15 days after April 1, and will continue quarterly over the next five years until the remaining balances of \$72,304.60 and \$106,532.38 are paid in full. Failure to make any payment by the due dates, or failure of such payment to be successfully negotiated when redeemed, shall immediately render Agape ineligible to participate in the Gardiner, McKay, and FTC scholarship programs, and constitute a breach of this Agreement. Agape acknowledges the above amounts are enforceable in circuit court and waives any right to contest the correctness of the amount imposed hereby or the applicability of the amount, notwithstanding §120.69(5), Fla. Stat.

9. TEST REPORTING. Agape agrees to provide to the Learning Systems Institute at Florida State University, the results of all statutorily required norm-referenced tests given to its students by August 15th of each year.

10. SITE VISITS. Staff of the Department or Commissioner may perform announced or unannounced site visits to Agape and will be granted access to randomly review any and all documents that are in Agape's possession (or the possession of any officer, director, partner, agent, consultant, board member, employee, or other person or entity affiliated with Agape) to ensure compliance with the requirements of the Gardiner, McKay, and FTC scholarship programs, as well as compliance with this Agreement. Agape shall make any and all such documents immediately available to staff of the Department upon request and will forward copies of any meeting memorandum or minutes concerning this Agreement to the Department's Office of Independent Education and Parental Choice.

11. MISLEADING STATEMENTS. Should the Commissioner or other authorized governmental entity or court determine that Agape (through corporate representatives) has been misleading (including omissions of facts) regarding the facts and issues leading to settlement of the Complaint, then this Agreement shall be deemed breached by Agape, and Agape shall be immediately ineligible to participate in the Gardiner, McKay, and FTC scholarship programs.

12. COOPERATION.

a. Should the Commissioner or other authorized governmental entity or court

determine that Agape has breached, or failed to comply with, any term of this Agreement or applicable law, Agape shall be subject to notice of noncompliance, revocation, termination, and/or immediate suspension of funds from the Gardiner, McKay and FTC scholarship programs. The Department will require Agape to refund to the Department and Step Up For Students all funds received from the Gardiner, McKay and FTC scholarship programs which were received during the 2015-2016 school year and any funds received while this Agreement was in effect. Furthermore, upon such action being final, neither Agape, nor any of its officers, directors, principal, or controlling persons shall apply for or be deemed eligible to participate in the Gardiner, McKay or FTC scholarship programs, or any other state sponsored scholarship program, for a period of ten (10) years. In any such proceeding, the Department may raise violations of this Agreement or violations provided in the Complaint as a basis for such termination, revocation, or suspension, with Agape having the full opportunity to defend against any such allegations. Any individual charge, violation or breach shall be sufficient to uphold the action taken by the Department.

b. In the event the Commissioner determines that the terms of this Agreement are violated and terminates Agape's eligibility in the Gardiner, McKay and FTC Scholarship Programs, Agape expressly waives its rights provided under §§ 1002.385, 1002.39, 1002.395, 120.569, 120.57, F.S., or any other provision of law. For issues not identified in the Complaint, the Commissioner may at any time issue a new administrative complaint and revoke or suspend Agape's eligibility to participate in the Gardiner, McKay and FTC scholarship programs as authorized by law, or require repayment of funds received from the Gardiner, McKay and FTC scholarship programs. Such new administrative complaint shall afford Agape the due process provided under §§ 1002.385, 1002.39, 1002.395, 120.569 and 120.57, F.S.

c. Agape shall also grant access to all records pertaining to the Complaint, facts, and proceedings associated therewith, all records maintained by Agape, and any records resulting from this Agreement to the State of Florida Department of Education's Inspector General, General Counsel, and any other Department representatives, the State Auditor General, the Office of Program Policy and

Government Accountability, the Chief Financial Officer, or any other governmental entity that requests such records.

d. Agape shall report any future incidences of noncompliance to the Department.

13. CHANGE OF OWNERSHIP. This Agreement constitutes an obligation of Agape, and its adoption by any new owners will be a condition for approval by the Commissioner for any sale or change of ownership of Agape. Any subsequent owner must be advised of the obligations contained herein, and must agree to comply with this Agreement for the remaining term thereof.

14. ADMINISTRATIVE HEARING. Agape waives its right to an administrative hearing on the allegations of the Complaint referred to in this Agreement and to appeal any matters set forth in this Agreement.

15. COSTS AND FEES. Each party shall bear its own costs and attorney's fees. Agape will be liable to the Commissioner for reasonable costs and attorney's fees for any successful action brought to enforce or construe this Agreement.

16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. Judicial venue for purposes of enforcing or construing this Agreement shall lie in Leon County, Florida.

17. OTHER REQUIREMENTS.

a. The Parties agree that all terms and conditions of this Agreement were mutually negotiated at arm's length and the judicial rule or doctrine of construction requiring or allowing the terms of an instrument to be construed or interpreted against the maker shall not apply to the detriment of either party.

b. This Agreement shall be effectuated by the execution of an original version hereof. A fully executed copy will be forwarded to the Parties.

c. This Agreement may not be modified unless done so in writing and signed by all Parties.

d. All Parties waive application of the principle that ambiguities are to be construed against the document's drafter, and agree that this Agreement is their joint product.

e. All parties acknowledge that they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so.

f. Failure of the Commissioner to declare a default immediately upon the occurrence or knowledge thereof does not waive such default. The Commissioner shall have the right to declare such default at any time and take such action as might be lawful or authorized under this Agreement, at law, or in equity. No waiver of any term, provision, condition or covenant of the Agreement shall be deemed to imply or constitute any further waiver of any other term, provision, condition, or covenant of the Agreement.

g. Time is of the essence with regard to each and every obligation of Agape contained in the Agreement. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.

h. Agape shall indemnify the Commissioner, the Department, its attorneys, agents, and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Agape's performance or failure to perform under this Agreement. The indemnification shall include reasonable attorney's fees and costs incurred by the Commissioner, the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid. But for actions by the State of Florida, this paragraph does not create any third-party cause of action.

i. In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.

j. Agape represents and warrants that: (i) it has been duly organized, is validly existing and has all requisite power and authority to enter into this Agreement and to perform its

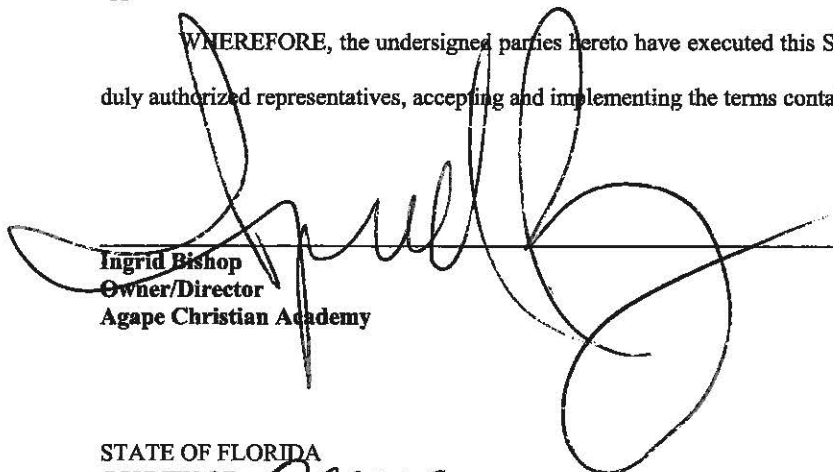
obligations hereunder; (ii) this Agreement has been duly authorized, executed, and delivered and constitutes the valid, legal, and binding obligation of Agape; (iii) the execution and delivery of this Agreement and the performance of this Agreement will not violate, conflict with, result in a breach of, constitute a default under or be prohibited by, or require any additional approval under, its respective charter, certificate of incorporation, bylaws, or any instrument or agreement to which it is a party or by which it is bound; and (iv) Agape is financially able to fully comply with the terms of this Agreement.

k. This Agreement constitutes the final binding agreement between the parties, and contains the entire agreement of the parties. All prior agreements, representations, and promises are hereby extinguished and disavowed, unless they are expressly incorporated into this Agreement.

l. This Agreement applies both to Agape, and any school affiliated with Agape, and any breach of the terms of this Agreement by Agape, or any school affiliated with Agape, shall constitute a breach of this Agreement allowing the Department to exercise all remedies available hereunder against Agape, or any school affiliated with Agape.

18. APPROVAL. It is expressly understood that this Agreement is subject to the final approval of Commissioner.

WHEREFORE, the undersigned parties hereto have executed this Settlement Agreement by their duly authorized representatives, accepting and implementing the terms contained herein.



Ingrid Bishop
Owner/Director
Agape Christian Academy

4/4/17
By: _____
DATE

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me this 4th day of April, 2017, by Ingrid Bishop, who is personally known to me or who provided _____ as identification.

Demetress B. Morales
Notary Public, State of Florida



Pam Stewart
Pam Stewart
Commissioner of Education

4/14/17 By:
DATE



State Board of Education

Marva Johnson, *Chair*
John R. Padget, *Vice Chair*
Members
Gary Chartrand
Tom Grady
Rebecca Fishman Lipsey
Michael Olenick
Andy Tuck

Pam Stewart
Commissioner of Education

FILED AGENCY CLERK
2016 MAR 21 11 29 AM
DEPT OF EDUCATION
TALLAHASSEE FLA

March 22, 2016

VIA CERTIFIED AND REGULAR MAIL

Agape Christian Academy (3305)
Attn: Ingrid Bishop
2425 N. Hiwassee Road
Orlando, FL 32818

Re: Revocation of Scholarship Program Eligibility, Immediate Suspension of Scholarship Payments and Denial of Scholarship Participation

Dear Private School Administrator:

As explained in the attached administrative complaint, scholarship payments to your school are immediately suspended. Your school's eligibility to participate in the McKay Scholarship Program and the Florida Tax Credit Scholarship Program and the Personal Learning Scholarship Account Program is being revoked and your school's scholarship participation application for the 2016-17 school year is being denied. The process for challenging such action is identified therein.

If you have any questions related to scholarship program requirements, please contact the School Choice information hotline at 800-447-1636, or visit our website at www.floridaschoolchoice.org.

Sincerely,

Pam Stewart

Enclosure

cc: Step Up for Students
A.A.A. Scholarship Foundation



State Board of Education

Marva Johnson, *Chair*
John R. Padget, *Vice Chair*
Members
Gary Chartrand
Tom Grady
Rebecca Fishman Lipsey
Michael Olenick
Andy Tuck

Pam Stewart
Commissioner of Education

TO: Ingrid Bishop
Private School Administrator

FROM: Pam Stewart

DATE: March 22, 2016

SUBJECT: Administrative Complaint
Stewart v. Agape Christian Academy (3305)
Agency Case Number: DOE-2016-3271

Our records indicate that Agape Christian Academy (Academy) is a private school, owned and operated by Ingrid Bishop, participating in the John M. McKay (McKay) Scholarship for Students with Disabilities Program, the Florida Tax Credit (FTC) Scholarship Program and the Personal Learning Scholarship Account (PLSA) Program, providing services to eligible students pursuant to sections 1002.39, 1002.395, 1002.385, and 1002.421, Florida Statutes (F.S.). For the following reasons, the Florida Department of Education (department) is immediately suspending scholarship payments, revoking Academy's scholarship participation, and denying Academy's application to participate in the scholarship programs for the 2016-17 school year.

Section 1002.421, F.S., states private schools participating in the McKay Scholarship Program, FTC Scholarship Program and PLSA Program must comply with all the requirements identified within the respective program laws and other provisions of Florida law that apply to private schools, which include meeting applicable state and local health, safety, and welfare laws, codes, and rules.

On February 27, 2015, as a part of the 2015-16 school year renewal process, Academy filed with the department its Scholarship Program Compliance Form (IEPC SCF-1), affirming by affidavit that it possessed a current and acceptable annual fire inspection report. Additionally, on February 27, 2015, Academy filed a copy of its fire inspection compliance letter, stating an inspection was conducted on August 19, 2014, with a compliance date of October 4, 2014. The letter further stated the inspection was valid until October 3, 2015. Academy submitted this letter, purporting it to be a compliant fire inspection letter generated by the Orange County Fire Rescue Department (OCFRD).

On February 9, 2016, Walter Farmer, fire inspector at the OCFRD notified the department via phone conversation that Academy has been out of compliance with the OCFRD. On February 16, 2016, Inspector Farmer provided the department with an unsatisfactory fire inspection report dated April 14, 2015, and documentation that OCFRD submitted to Orange County's Special Magistrate. Subsequently, the Special Magistrate placed a Lien of \$500.00 per day until Academy is found to be compliant with OCFRD standards. The department sent Inspector Farmer the fire inspection compliance letter, submitted by Academy on February 27, 2015, for the 2015-16 school year renewal process for OCFRD's review.

Ingrid Bishop
March 22, 2016
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On March 7, 2016, Angela Hurst, Fire Inspector Supervisor at the OCFRD, notified the department that the compliance letter submitted by Academy for the 2015-16 school year was not generated by the OCFRD. In fact, the inspector listed on the compliance letter conducted inspections at Academy on August 14, 2014, October 24, 2014, and October 29, 2014, all of which resulted in unsatisfactory inspections.

Additionally, on February 24, 2016, for purposes of the 2016-17 scholarship renewal process, Academy submitted another fire inspection compliance letter stating an inspection was conducted on August 12, 2015, with a compliance date of October 4, 2015, and that the inspection was valid until October 3, 2016. Upon receiving this inspection, the department sent Chief Fire Marshall of the OCFRD, Bruce Faust, a copy for verification. On March 8, 2016, Chief Faust confirmed that the fire inspection compliance letter submitted on February 24, 2016, was not generated by the OCFRD.

The department has concluded that Academy has not been at an approved location for a portion of the 2014-15 school year and the entire 2015-16 school year. By signing and submitting the Scholarship Compliance Form affidavit (IEPC SCF-1), a private school certifies compliance with this and other program requirements and agrees to remain in compliance throughout the school year. See Fla. Admin. Code R. 6A-6.03315. Academy filed its annual IEPC SCF-1 for the 2014-15, 2015-16, and 2016-17 school years, in which Academy affirmed that it possessed a satisfactory fire inspection. As previously stated herein, Academy does not possess a satisfactory fire inspection.

Since Academy has been at an unapproved location with students in attendance for a portion of the 2014-15 school year and the entire 2015-16 school year, the department is requesting the sum total of McKay and FTC funds the school received during that period. Therefore, Academy is to return \$36,260.96 in McKay funding to the department and \$541,116.36 in FTC funding to Step Up For Students.

These facts establish that Academy's owner and director Ingrid Bishop engaged in fraudulent activity and otherwise violated applicable law. Sections 1002.385(10), 1002.39(7) and 1002.395(11), F.S., provide that the department may suspend, revoke or deny a private school's participation in the scholarship program if it is determined that the private school failed to comply with governing provisions or if there is fraudulent activity on the part of the private school. Therefore, this order serves to immediately suspend McKay Scholarship Program, FTC Scholarship Program and PLSA Program payments, revoke Academy's scholarship participation, and deny Academy's application to participate in the scholarship programs for the 2016-17 school year.

NOTICE OF RIGHT TO APPEAL

Pursuant to sections 120.569, 120.57, 1002.39(7), and 1002.395(11), F.S., you are entitled to dispute this decision through legal administrative procedures and to be represented by counsel or other qualified representatives. If you wish to do so, you must make a written request for an administrative hearing in accordance with the provisions of Chapter 28-106, F.A.C. The written request must be received by the department's agency clerk within 15 calendar days of the date you receive this letter.

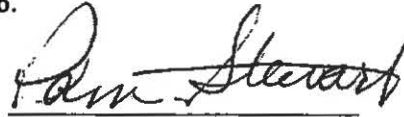
The written request must be submitted to:

Ingrid Bishop
March 22, 2016
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Cathy Schroeder, Agency Clerk
Department of Education
325 West Gaines Street, Room 1514
Tallahassee, Florida 32399-0400

If the written request is not received by the department within 15 days of receipt of this letter, you will waive the opportunity to contest the decision through administrative proceedings and the Commissioner of Education will issue a final order, subject only to judicial review pursuant to section 120.68, F.S. Pursuant to section 120.573, F.S., respondent is advised that mediation is not available.

Executed on this 21 day of March, 2016.



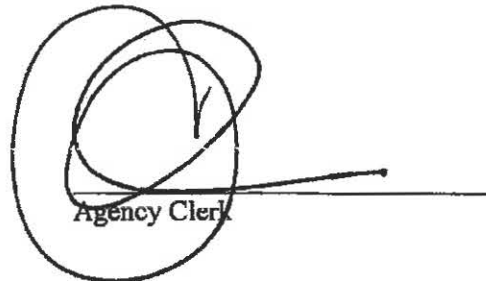
Pam Stewart

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by certified and regular U.S. Mail to:

Agape Christian Academy (3305)
Attn: Ingrid Bishop
2425 N. Hiwassee Road
Orlando, FL 32818

this 21 day of March, 2016.



Agency Clerk