



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-4.

MEETING DATE

2019-05-07 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Charter Schools/Management Support

Special Order Request

☐ Yes☒ No

Time

Open Agenda

☐ Yes☒ No

TITLE:

Charter School Renewal Agreement - Riverside Science, Inc., (Broward Math and Science Schools - 5038)

REQUESTED ACTION:

Approve the Charter School Renewal Agreement for Riverside Science, Inc., on behalf of Broward Math and Science Schools - 5038.

SUMMARY EXPLANATION AND BACKGROUND:

The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school, and The School Board of Broward County, Florida, in a written contractual agreement that constitutes a school's charter.

A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:☒ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☒ Goal 3: Effective Communication**FINANCIAL IMPACT:**

There is no financial impact to the District.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Broward Math and Science Schools 5038 Charter Renewal ES (3) Broward Math and Science 5038 Agreement (4) 5388 Appendix 1 Renewal Program Review

BOARD ACTION:**APPROVED**

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Donté Fulton-Collins

Phone: 754-321-2135

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

4/15/2019, 9:12:17 AM

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ LMB/DFC/RS:ac

Approved In Open
Board Meeting On:

MAY 07 2019

By:

School Board Chair

Continuation of Summary Explanation and Background:

The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school, and The School of Broward County, Florida, in a written contractual agreement that constitutes a school's charter. Pursuant to Section 1002.33(7)(c)1, Florida Statutes, a school's Charter School Agreement may be renewed subject to a program review and provided that none of the statutory grounds for non-renewal have been documented. The Superintendent's Charter School Review Committee reviewed and analyzed the charter renewal process from Riverside Science, Inc., on behalf of Broward Math and Science Schools – 5038.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Riverside Science, Inc., on behalf of Broward Math and Science Schools – 5038 for a five-year period. An Executive Summary is attached which specifies the grounds for the five-year renewal.

A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.

Executive Summary
Renewal of Charter School Agreement
Riverside Science, Inc.
Broward Math and Science Schools - 5038

School Name	Broward Math and Science Schools
Implementation Year	2014 – 2015
Termination Date of Current Charter Agreement	June 30, 2019
Address	6101 NW 31 st Street Margate, Florida 33063
Grades Approved to Serve	K-12
Grades Currently Serving	K-8
Current Enrollment	300
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2017-2018	C
School Grade 2016-2017	C
School Grade 2015-2016	B

On April 1, 2014, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Riverside Science, Inc., to open Broward Math and Science Schools - 5038. The original contract was effective for a five-year period, to conclude on June 30, 2019.

During the last year of the charter contract, the charter school received a renewal program review as required for charter contract renewal and demonstrated academic and programmatic deficiencies.

Section 1002.33(7)(c)1, Florida Statutes, states that, "a charter school may be renewed provided that a program review demonstrates that student achievement levels and prior rates of academic progress have been accomplished and that none of the grounds for non-renewal has been documented."

Section 1002.33(8)(a), Florida Statutes, specifies the causes for non-renewal or termination of a charter. These are:

1. Failure to participate in the state's education accountability system created in Section 1008.31, Florida Statutes or failure to meet the requirements for student performance stated in the charter.
2. Failure to meet generally accepted standards of fiscal management.
3. Violation of law.
4. Other good cause shown.

As part of its renewal process for charter schools, The Superintendent's Charter School Review Committee conducted a review of the school's data and the renewal program review submitted by Riverside Science, Inc., (Broward Math and Science High Schools – 5038), as required by Section 1002.33, Florida Statutes. Upon reviewing the renewal program review, the Superintendent's Charter Renewal Committee concluded that there were deficiencies in the areas of Educational Performance. The deficiencies were not sufficient to deny any renewal of the contract, and as such the committee recommends a five-year renewal of the Charter School Agreement.

DEFICIENCIES FOUND IN THE RENEWAL PROGRAM REVIEW PROCESS

The following are the specific deficiencies that did not meet or partially met the renewal criteria, thus contributing to the recommendation of a five-year renewal of the Charter School Agreement with mitigating language:

EDUCATIONAL PERFORMANCE:

The Superintendent's Charter Review Committee reviewed the Educational Performance of the charter school as presented in the renewal program review. Staff has determined Riverside Science, Inc., (Broward Math and Science High Schools – 5038), has demonstrated the following deficiencies:

Deficiencies:

- Failure to follow the state-approved District Exceptional Student Education (ESE) Policies and Procedures (SP&P) Plan to ensure the needs of ESE students, students with disabilities and gifted students are being met per Title 34 Code of Federal Regulations (CFR), Section 300.641, CFR, Section 1003.57, 1003.571, 1003.573, Florida Statutes and Rule 6A-6.03411, F.A.C., and Rule 69A-58.0084, F.A.C.
- Failure to implement the requirements of all state and federal statutes or rules affecting programs for and the provisions of service to exceptional students as specified in Section 1002.33(16)(a)3, Florida Statutes and Rules 6A-03028 and 6A-6.03411(2), F.A.C.
- Failure to demonstrate compliance in all areas of ESE Program implementation including students with disabilities and gifted students, based on the ESE Programmatic Onsite Reviews or Desk Top Reviews.
- Failure to follow the state-approved District ELL Plan and procedures to ensure the needs of English Language Learners (ELLs) are being met as per Section 1003.56, Florida Statutes, *English Language Instruction for Limited English Proficient Students* and Rules 6A-0900-6A-0909, F.A.C.
- Failure to comply with the META Consent Decree and with the Sponsor's State-Approved ELL Plan in identifying ELL students and for the provisions of required ESOL services.
- Failure to demonstrate compliance in all areas of ESOL Program implementation, based on the ESOL Programmatic Onsite Analysis or Desk Top Reviews.
- Failure to implement and monitor procedures to address the needs of ELLs, including but not limited to, identification, appropriate placement, required accommodations, and equal access to remedial and enrichment programs
- Failure to maintain accurate and updated records on the Sponsor's student information systems for ELLs; TERMS and ELLevation.
- Failure to participate in district meetings and training regarding compliance updates for ESOL as well as training for state and district assessments.

Remedial Measures:

- The School will follow the Florida Department of Education Division of K-12 Public Schools Bureau of Exceptional Education and Student Services School District (Broward) Exceptional Student Education Policies and Procedures (SP&P)
- The School will implement the requirements of all state and federal statutes or rules affecting programs for and the provisions of service to exceptional students as specified in Section 1002.33(16)(a)3, Florida Statutes and Rules 6A-6.03028 and 6A-6.03411(2), F.A.C.

- The School will demonstrate compliance in all areas of Exceptional Student Education (ESE) Program implementation (Students with Disabilities and Gifted) based on an ESE Programmatic Onsite Analysis and/or Desktop Review during each year of the terms of this agreement. Any concerns and/or deficiencies will be remediated as written in the response action plan.
- The School will provide English Language Learners (ELLs) with program and services in accordance with federal and state and district policies related to ELLs.
- The School will comply with the META Consent Decree and with the Sponsor's State-Approved ELL Plan in identifying ELL students and for the provision of required ESOL services.
- The School will implement and monitor procedures to address the needs of ELLs, including but not limited to, identification, appropriate placement, required accommodations, and equal access to remedial and enrichment programs.
- The School will maintain accurate and updated records on the Sponsor's student information systems for ELLs; TERMS and ELlevation.
- The School will participate in district meetings and training regarding compliance updates for ESOL as well as training for state and district assessments.
- The School will demonstrate compliance in all areas of ESOL Program implementation based on an ESOL Programmatic Onsite Analysis and/or Desktop Review during each year of the terms of this agreement. Any concerns and/or deficiencies will be remediated as written in the response action plan.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Riverside Science, Inc. (Broward Math and Science High Schools - 5038), for a five-year period starting on July 1, 2019 and ending on June 30, 2024. This five-year renewal term will afford the charter school an opportunity to continue its operations while demonstrating its ability to remediate deficiencies as required by Section 1002.33, Florida Statutes.

If the renewed charter school fails to implement the remedial measures listed in the renewal Charter School Agreement and as stated above, such non-compliance will be considered grounds for the future termination of the renewed Charter Agreement or declination of any further contract renewal.

Broward Math and Science Schools - 5038, is located at 6101 NW 31st Street, Margate, Florida 33063, located in District 4.

The governing board members of Riverside Science, Inc., reside in Boca Raton, Boynton Beach and Miami-Dade County, Florida.

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT is entered into as of the 7th day of May, 2019 by and between:

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

and

RIVERSIDE SCIENCE INC.,
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
6101 NW 31st Street Margate, FL 33063.

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a charter K-12 school within the school district; and

WHEREAS, the School is a Florida not-for-profit organization and desires to operate a charter school within the school district for the purposes set forth in Section 1002.33, Florida Statutes, and in the School's Charter School Application which is attached hereto as **Appendix 1** and incorporated herein by reference.

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school agreement; and

WHEREAS, it is the intent of the parties that this Charter School Agreement [hereinafter referred to as "Charter"] shall serve as the charter for the operation of the School.

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

ARTICLE 1: RECITALS

Section 1.A: **Recitals:** The foregoing recitals are true and correct and are incorporated within this Charter by reference.

ARTICLE 2: GENERAL PROVISIONS

Section 2.A: **Approved Application:** The School's approved application to operate a charter school is appended hereto as **Appendix 1** and is incorporated herein by reference.

If any provision of this Charter is inconsistent with **Appendix 1**, the provisions of this Charter shall prevail.

Section 2.B: **Term of Charter**: Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this charter shall cover a term of 5 years commencing on **July 1, 2019** and ending on **June 30, 2024**.

Section 2.B.1: **Effective Date**: This Charter shall become effective on **July 1, 2019** or upon signing by both parties, whichever date is later.

Section 2.B.2: **Start-Up Date**: The initial start-up of the School shall be consistent with the beginning of the Sponsor's public school calendar for each school year. In all years of operation, the School will follow the public school calendar adopted by the Sponsor unless otherwise stated and approved in the Application (**Appendix 1**) or by an amendment to this Charter. The School shall provide instruction for at least one hundred eighty (180) school days or the number of days required by law for other public schools, and may provide instruction for additional days.

Section 2.B.3: **Pre-Opening Deadline**: The School shall be eligible to receive FTE funding from the Sponsor once it has secured and has provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority, but in no event shall such funds be disbursed to the School any earlier than July 1 of the school year in which the School will open. If the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, then this Charter will automatically expire without any notice, hearing, right to appeal or further action required of the Sponsor. If the School has not already utilized a planning year with regard to its approved application, the first year of this Charter shall automatically be a planning year if the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School. The School shall not be entitled to enroll any students during a planning year and shall not be eligible to receive any FTE funding from the Sponsor during such planning year. If the School has already utilized a planning year subsequent to approval of its application and thereafter fails to secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, this Charter shall automatically expire without any notice hearing, right to appeal or further action required of the Sponsor. If the School automatically uses a planning year in the first year of the term of this Agreement pursuant to this section, the School shall secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than May 1st prior to the start of the school year following the conclusion of the planning year.

Section 2.B.4: **Charter Modification**: This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. Alteration of the grade levels served will require approval of a subsequent or supplemental charter school application to serve those additional grades.

Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

Section 2.B.4.a: **High Performing Charter School:** As per Section 1002.331 Florida Statutes, a State designated high-performing charter school may increase its student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

Section 2.B.5: **Charter Renewal:** This Charter may be renewed pursuant to Section 1002.33(7)(c)(1), Florida Statutes, for such duration as may be established by mutual written agreement of the parties.

Section 2.C: **Educational Program and Curriculum:** The School shall deliver an educational program and curriculum as described in its Application which is attached hereto and incorporated herein as **Appendix 1**.

Section 2.D: **Non-Renewal/Cancellation and Termination:** Any non-renewal, cancellation or termination of the Charter shall be subject to Section 1002.33(8), Florida Statutes, and the terms of this Charter.

Section 2.D.1: **Non-Renewal Provisions:** At the end of the term of the Charter, the Sponsor may choose not to renew the School's Charter for any of the following reasons:

(a) a failure by the School to participate in the state's education accountability system created in Section 1008.31, Florida Statutes, or failure to meet requirements for student performance stated in this Charter;

(b) a failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to, a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) calendar days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;

(c) a violation of federal, state or local law, or a material breach of the provisions of this Charter by the School;

(d) any action by the School that is detrimental to the health, safety, or welfare of its students and is not timely cured after notice;

(e) a failure by the School to achieve seventy-five percent (75%) of the goals and outcomes of any School Improvement Plan/Accountability Plan developed for the School;

(f) receipt by the School of a state-designated grade of "F" in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receipt of an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by the Florida Department of Education (FLDOE). The equivalent of an "F" grade is defined as the School receiving thirty-one percent (31%) of the total application points or less on the Florida Grades issued by the FLDOE. Schools assigned a School Improvement Rating rather than a letter grade will be considered the equivalent of an "F" grade if their School Improvement Rating is "Unsatisfactory". The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

(g) any other good cause shown including, without limitation, any of the grounds specified in this Charter.

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

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

(2) receipt by the School of a state-designated grade of "F" in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receipt of an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by the FLDOE. The equivalent of an "F" grade is defined as the School receiving thirty-one percent (31%) of the total application points or less on the Florida Grades issued by the FLDOE. Schools assigned an SIR rather than a letter grade will be considered the equivalent of an "F" grade if their SIR is "Unsatisfactory". The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

(3) a failure by the School to comply with a Corrective Action Plan;

(4) a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;

(5) a failure by the School to pay payroll taxes to the Internal Revenue Service;

(6) the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable;

(7) failure of the School's annual audit to comply with the requirements specified in this Charter or the School's failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes, or by this Charter;

(8) the School's failure to meet generally accepted accounting principles;

(9) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable to charter schools;

(10) the School's failure to maintain insurance coverage as described in this Charter;

(11) the School's failure to provide the Sponsor with the required access to records in compliance with Section 119.01, Florida Statutes;

(12) the School's violation of any court order;

(13) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School;

(14) the School's failure to submit to the Sponsor a Financial Recovery Plan and/or a Corrective Action Plan, as appropriate with the supporting documents that is determined by the Sponsor to be acceptable within thirty (30) calendar days following a determination of financial emergency pursuant to Section 218.503, Florida Statutes;

(15) the School's failure to implement any Financial Recovery Plan approved by the Commissioner of Education or a Corrective Action Plan pursuant to Section 218.503, Florida Statutes;

(16) a failure by the School to provide periodic progress reports as required by the Financial Recovery Plan or a Corrective Action Plan as determined by the Sponsor;

(17) the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years or more than once during any one fiscal year;

(18) the School's failure to (1) cooperate with representatives of a financial emergency board or a Corrective Action Plan Committee seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to Section 218.503, Florida Statutes;

(19) a finding that the School or its representative have perpetrated a material fraud upon the Sponsor or made material intentional misrepresentations in the Application (**Appendix 1**);

(20) a failure by the School to comply with background screening, including the payment of all associated costs, and other requirements set forth in Section 1002.33(12)(g), Florida Statutes;

(21) the School's failure to achieve and maintain the minimum student enrollment set forth in the application or as mutually agreed upon by the parties and provided for within the School's approved budget;

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

(a) the School's failure to timely submit monthly and quarterly financial reports;

(b) the School's failure to timely submit all financial statements in the format specified by the Sponsor;

(c) the School's failure to fulfill all the requirements for highly qualified instructional personnel as redefined by the Every Student Succeeds Act (ESSA);

(d) the School's failure to comply with the conflict of interest provisions applicable to charter schools;

(e) the School's failure to timely submit the annual report to the Sponsor;

(f) the School's failure to timely submit the School Improvement Plan to the Sponsor, as required by State Statute;

(g) the School's failure to participate in all state assessment programs;

(h) the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;

(i) the School's failure to comply with the education goals established by Section 1000.03(5), Florida Statutes;

(j) if the School is a secondary charter school, its failure to comply with Section 1003.4282, Florida Statutes, or to the student progression standards set forth in Section 1008.25, Florida Statutes;

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

(l) the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local school district policies;

(m) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen (18) years of age or older;

(n) the School's failure to timely submit the annual financial audit as required by Section 218.39, Florida Statutes;

(o) the School's failure to comply with the Florida Building Code, as it pertains to charter schools, and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

(p) the School's failure to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA);

(q) the School's failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;

(r) the School's failure to maintain the required insurance at any time during the term of this Charter or provide evidence of that such insurance is in effect;

(s) the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, Florida Statutes, or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board;

(t) a failure by the School to fulfill all of the requirements for highly qualified instructional personnel as redefined by ESSA;

(u) the School's willful or reckless failure to manage public funds in accordance with the law;

(v) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable; or

(w) the School's violation of any court order.

Section 2.D.1.b: **Notice of Renewal/Non-Renewal from the Sponsor; Appeal:** Except when exercising its authority for the immediate termination of a charter school, the Sponsor shall provide written notification to the governing body of the School of the proposed renewal or non-renewal of its Charter at least ninety (90) calendar days in advance of the proposed action. In the event of a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.1.c: **Notice of Renewal/Non-Renewal from the School:** The School shall notify the Sponsor in writing at least ninety (90) calendar days prior to the expiration of the Charter as to the School's intent to renew or not to renew.

Section 2.D.2: **90-Day Termination:** This Charter may be terminated upon ninety (90) calendar days written notice pursuant to Section 1002.33(8)(b) Florida Statutes, for any of the grounds listed in the foregoing Non-Renewal Section, Grounds for Good Cause Section, or ground specified elsewhere in this Charter or provided under applicable law. This Charter may also be terminated by the Sponsor before the expiration of its term if the Sponsor determines, after due notice and opportunity to be heard, that insufficient progress has been made by the School in attaining certain achievement objectives agreed to by the parties hereto and contained in this Charter.

Section 2.D.2.a: **Notice from the Sponsor; Appeal:** Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) calendar days in advance of the proposed action. The notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for an informal hearing before the Sponsor. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure

selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.3: **Immediate Termination**: This Charter may be terminated immediately by the Sponsor pursuant to Section 1002.33(8)(c), Florida Statutes, if it determines that there is exigent good cause or if the health, safety or welfare of the students is threatened. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination. The Sponsor shall notify in writing the School's governing body, the School's principal, and the FLDOE if the Charter is immediately terminated. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate.

Section 2.D.3.a: **Immediate Termination – Operations During Appeal**: Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all of the keys to the School's facilities along with all security system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall turn over to the Sponsor all of the School's public property and public funds. If the School prevails in an appeal to the State Board of Education, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's governing board shall resume operation and oversight of the School.

Section 2.D.3.a.1: **Immediate Termination – Assets and Property During Appeal**: Any unencumbered public funds from the School, and district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

Section 2.D.3.a.2: **Immediate Termination – School Debts and Term of Lease During Appeal**: However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction.

Section 2.D.3.a.3: **Immediate Termination – Correspondence During Appeal**: During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal:** Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) calendar days notice or non-renewed in accordance with its terms during the pendency of an appeal in accordance with Section 1002.33(8), Florida Statutes.

Section 2.D.3.a.5: **Immediate Termination – Retrieval of Personal Items by School Personnel:** If the School appeals to the State Board of Education and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to Section 1002.33(8), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

Section 2.D.3.b: **Hearing Process:** Pursuant to Section 1002.33(8)(c), Florida Statutes, the Sponsor's determination to immediately terminate the Charter for good cause shown or if the health, safety, or welfare of the students is threatened is not subject to the provision of an informal hearing described in Section 1002.33(8)(c), Florida Statutes, or pursuant to Chapter 120, Florida Statutes. The School's governing body may, within ten (10) calendar days after receiving the Sponsor's decision to immediately terminate the Charter, request a hearing in accordance with Section 1002.33(8)(b) and (c), Florida Statutes.

Section 2.D.3.c: **Sponsor Operation of School Pending Appeal:** Unless the School has already ceased operations, the Sponsor shall, if feasible, assume operation of the School upon immediate termination and shall continue operating the School throughout any timely appeal by the School to the State Board of Education or, if no appeal is filed, until the time for filing an appeal has expired. The feasibility of continuing the School's operations is a matter within the sole judgment of the Sponsor. The Sponsor shall hold and conserve all School property and assets, including cash and investments, in trust until the School has exhausted all appellate rights to the State Board of Education. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits.

Section 2.D.3.d: **School Employees After Immediate Termination:** The School's instructional and operational employees will be required to continue working in the charter school until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the charter school (after the Sponsor provides any required due process to such employees if they are not terminable at-will).

Section 2.D.4: **Post Termination Provisions:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the

disposition of financial and operational records, student records, property and assets, debts and leases shall be in accordance with the provisions of this Charter and applicable law.

Section 2.D.4.a: **Financial & Operational Records**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, all administrative, operational and financial records of the School shall be turned over to the Sponsor along with all security system access codes and access codes for all computers in the School's facilities on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.b: **Student Records**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, student records shall be turned over to Sponsor by the date of expiration, non-renewal or termination takes effect.

Section 2.D.4.c: **Property/Assets of the School**: The parties acknowledge that both the Sponsor and the School are public entities. In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor and except as otherwise provided by law; all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements, furnishings and equipment and any unencumbered public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances) following the School's exhaustion of its appellate remedies. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased directly with grants and funds provided by a governmental entity. Funds provided by the School and used by an Education Services Provider (ESP) company to purchase property and assets for the School are considered public funds. Any property and improvements, furnishings and equipment purchased without Article 12.0 funds for the School which have not been reimbursed by public funds shall be the property of the School should the Charter terminate or not be renewed. Any assets existing at the time of expiration, termination or non-renewal of this Charter School Agreement, which have been funded by both Article 12.0 funds and non-public funds, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through Section 1002.33, Florida Statutes, or as specified in this Charter. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Charter School Agreement.

Section 2.D.4.d: **Debts of the School**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the

Governing Board of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor.

Section 2.D.4.e: **Leases of the School:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

Section 2.D.4.f: **Dissolution of the School:** Upon expiration, non-renewal or termination of the Charter and exhaustion of any rights to appeal, the School shall be dissolved under the provisions of the statute under which the School was organized.

Section 2.D.4.g: **Student Enrollment Upon Non-Renewal:** Any student enrolled in the School at the time of the expiration, termination or non-renewal of this Charter may apply to and be enrolled in a public school operated by Sponsor or another charter school in accordance with the Sponsor's or the recipient charter school's normal application and enrollment procedures.

Section 2.D.5: **Voluntary Termination:** The School's governing board may elect to voluntarily terminate this Charter by sending to the Sponsor a written notice of voluntary termination executed by the chair of the governing board. In the event of a voluntary termination, the School shall be deemed to have waived any right to notice, hearing or appeal of the termination of its Charter. The school shall inform the Sponsor no later than 15 calendar days prior to the date specified in the notice of voluntary termination. Any such voluntary termination shall be effective as of the date specified in the governing board's notice. Upon receipt of notice of the intent to voluntarily terminate the contract, the governing board's right to notice, hearing or appeal shall cease. In the event of a voluntary termination, all post-termination provisions stated in this Charter shall apply other than the provisions for notice, hearing or appeal.

Section 2.E: **Non-Discrimination Policy:** The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Section 2.E.1: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, religion or national origin;

Section 2.E.2: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;

Section 2.E.3: Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender;

Section 2.E.4: The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least forty (40) years of age;

Section 2.E.5: Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled;

Section 2.E.6: The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;

Section 2.E.7: The Family and Medical Leave Act of 1993 (FMLA) which required covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons;

Section 2.E.8: The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;

Section 2.E.9: The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State;

Section 2.E.10: Public Law 93-508 (Federal Law) and Section 295.07, Florida Statutes, which provide categorical preferences for employment and re-employment rights to veterans; and

Section 2.E.11: Sponsor's School Board Policy, which prohibits discrimination on the basis of sexual orientation.

Section 2.F: **Class Size:** To the extent applicable, the School will comply with Article IX, Section 1 of the Florida Constitution, and any applicable state law governing class size. If it is determined that the School was required to comply with Article IX, Section 1 of the Florida Constitution or any state law governing class size and failed to do so and such non-compliance adversely impacts Sponsor's compliance with state law, such failure shall constitute good cause for the immediate termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by Sponsor as a result of the School's non-compliance.

Section 2.G: **Additional Requirements:** The Sponsor reserves the right to require the School to adhere to School Board Policy 1163 and any additional requirements imposed upon charter schools by applicable law or rules or by the FLDOE. The performance of the Sponsor

of any of its obligations under this Charter shall be subject to and contingent upon the availability of moneys lawfully available for such purposes.

ARTICLE 3: ACADEMIC ACCOUNTABILITY

Section 3.A: **Student Performance:** Student performance shall be assessed and evaluated in accordance with the School's governing laws and rules, the assessment and evaluation provisions of the School's Approved Application (**Appendix 1**) and the provisions of this Charter. In addition to evaluating the School's success in achieving the objectives stated in either the Application, the School Accountability Plan, or the School Improvement Plan, the School shall be held accountable for meeting federal and state student performance requirements, as provided in Sections 1001.02, 1008.33, and 1008.345, Florida Statutes. The School agrees to permit the Sponsor's personnel to observe the charter school's operations to assess student performance upon reasonable notice.

Section 3.A.1: **Initial Year Assessment and Evaluation:** The School will implement its educational program during the initial year as specified in the School's Approved Application (**Appendix 1**) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in its initial year that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading in the School's initial year shall be consistent the Florida Standards as determined by the FLDOE and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian in the initial year. The School shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.1.a: **Initial Year Expected Outcomes:** In the initial year, the School agrees to implement the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon and identified in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules

Section 3.A.1.b: **Initial Year Methods of Measurement:** The School's expected outcomes will be measured in the initial year as described in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules.

Section 3.A.1.c: **Initial Year Assessments:** The parties agree that the methods set forth in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules shall be used to identify the educational strengths and needs of students and the educational goals and performance standards in the School's initial year. This accountability criteria shall be based upon the School's assessment system, as agreed, and on statewide assessment programs. All initial year assessments shall be

conducted at the times specified in the School's Approved Application (**Appendix 1**) unless another time is required by the state.

Section 3.A.1.c.1: **State-Required Initial Year Assessments:**

Students attending the School in its initial year shall participate, at the Sponsor's expense, in the statewide assessment program and in all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in the initial year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in the initial year using the same assessment instrument that the Sponsor uses in the spring. A different norm-referenced assessment must be used for this purpose.

Section 3.A.1.c.2: **Additional Initial Year Assessments:**

When the Sponsor requires the School to participate in any District-wide assessments during the School's initial year, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments during the School's initial year, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools during its initial year that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2: **Annual Student Performance:** The School will annually implement its educational program as specified in the School's Approved Application (**Appendix 1**), setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual curriculum and the necessary resources are implemented to identify and to provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with Florida Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian and shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.2.a: **School Improvement Plan (SIP):** The School's Governing Board shall approve a School Improvement Plan (SIP), as applicable, in each year of this Charter, as required by Section 1002.33(9)(n), Florida Statute. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in Rule 6A-1.099827, Florida Administrative Code, the School shall comply with all state and local requirements pertaining to said Rule.

Section 3.A.2.a.1: **Minimum Components of SIP:** During each year of the Charter, the School agrees to include in the SIP all requirements outlined in the plan based on the school's status under school grades, Title I status or and any other state or federal requirement as applicable to charter schools. The SIP shall also contain the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Accountability Plan submitted to the Sponsor. The SIP must require the clear identification of source documentation for data and, where applicable, reliance upon state generated disaggregated data. The SIP must require annual adequate progress toward Accountability Plan goals.

Section 3.A.2.a.2: **Deadline for Governing Board Approval:** The School's Governing Board shall approve a SIP each year concurrent with the District's SIP approval time frame.

Section 3.A.2.a.3: **Monitoring the SIP:** The School's Governing Board shall be responsible for monitoring the School's SIP. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in Rule 6A-1.099827, Florida Administrative Code, the School shall comply with all state and local requirements pertaining to said Rule.

Section 3.A.2.b: **Annual Assessments:** The School's student performance will be annually assessed as described in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules. The School will annually implement its educational program as specified in the School's Approved Application (**Appendix 1**) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in each year that reading is a primary focus of the curriculum and the necessary resources will be implemented to identify and to provide specialized instruction for students who are reading below grade level. The School's annual curriculum shall be consistent with Florida Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian each year. The School shall ensure each year that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.2.b.1: **State-Required Annual Assessments:** The School will annually administer all state-required assessments to its students, at the Sponsor's expense, within the State timeframe during each year of the term of the Charter. In each year, the School shall administer to its students, at the Sponsor's expense, the statewide assessment program and all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming

students in any year using the same assessment instrument that the Sponsor uses in the spring of that year. A different norm-referenced assessment must be used for this purpose.

Section 3.A.2.b.2: **Additional Annual Assessments:** The School will implement, at its own expense, any assessments specified in its Approved Application (**Appendix 1**). When the Sponsor requires the School to participate in any district-wide assessments during the term of this Charter, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in district-wide assessments during the term of this Charter, the School shall bear the costs associated with district-wide assessments. The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

Section 3.B: **Student Promotion:** The School's students shall be promoted in accordance with the Sponsor's Policy 6000.1, as amended from time to time.

Section 3.B.1: **Student Promotion Policy:** The School's student promotion policy shall be consistent with the provisions of the School's Approved Application (**Appendix 1**), the provisions of this Charter, and the School's applicable governing laws and rules, and shall comply with the Sponsor's Policy 6000.1, as amended from time to time.

Section 3.B.2: **Graduation Requirements:** The School shall comply with the method described in Sections 1003.4281 and 1008.25, Florida Statutes, and the Sponsor's policy for determining that a student has satisfied the requirements for graduation. Alternative Schools must comply with the requirements of Section 1003.435, Florida Statutes.

Section 3.B.3: **Other Assessment Tools:** In addition to those assessment tools identified in this Charter and in the School's governing laws and rules, the School will utilize all other assessment tools specified in the School's Approved Application (**Appendix 1**).

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

student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for the aforementioned services that is not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

Section 3.C.1: **Quarterly Reports:** The School agrees to provide quarterly reports on school operations and student performances. The School agrees to utilize data within its annual progress report provided through its participation with the Sponsor pertaining to admissions, registration and student records.

Section 3.D: **Accreditation:** The School, if a high school or a school providing high school courses must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School.

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

Section 3.F: **State System of Grading Schools:** If the School receives a state-designated grade of "F" in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receives an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by FLDOE, such circumstances will constitute a material breach of this Charter and good cause for terminate or non-renewal of this Charter by the Sponsor. The equivalent of an "F" grade is defined as the School receiving thirty-one percent (31%) of the total application points or less on the Florida Grades issued by the FLDOE. Schools assigned a School Improvement Rating rather than a letter grade will be considered the equivalent of an "F" grade if their School Improvement Rating is "Unsatisfactory". The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules.

Section 3.F.1: **Student Achievement Deficiency Meetings:** In the event the School attains a school grade of "D" under Section 1008.34(2), Florida Statutes, the principal/director and a representative of the Governing Board of the School shall appear before the Sponsor at least once per year to present information concerning the School's state-identified deficiencies in student achievement. The Sponsor's staff shall provide the School a written description of the monitoring and support resources that will be provided by the Sponsor to assist the School to cure its deficiencies.

Section 3.F.2: **School Improvement Plans (SIPs):** In the event the School receives a school grade issued under Section 1008.34(2), Florida Statutes, of "D" or "F" in any year the School's director/principal and a representative of the School's Governing Board shall appear before the Sponsor in a publically noticed meeting to submit a SIP for approval by the Sponsor. The Sponsor shall have the authority to approve and monitor the School's

development and implementation of any SIP during the following school year as outlined in Rule 6A-1.099827, Florida Administrative Code. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any SIP.

Section 3.F.2.a: **Corrective Actions:** If the School fails to improve its student performance from that of the year preceding implementation of a SIP, the Sponsor shall require the School to take one or more of the corrective actions specified in Rule 6A-1.099827, Florida Administrative Code. Such corrective actions shall remain in effect until the School improves its student performance from the year prior to the implementation of the SIP. Correction actions may include:

Section 3.F.2.a.1: Contract for educational services to be provided directly to students, instructional personnel, and school administrators. The School may select an Education Management Organization or Academic Management Organization to provide services to the Schools students, teachers, and administrators, including services such as, but not limited to, instructional coaching, curriculum review and alignment, and data literacy.

Section 3.F.2.a.2: Contract with an outside entity that has a demonstrated record of effectiveness to operate the School;

Section 3.F.2.a.3: Reorganize the School under a new director or principal who is authorized to hire new staff;

Section 3.F.2.a.4: Voluntarily close; or

Section 3.F.2.a.5: any other action permitted by applicable law, rules or this Charter including, without limitation, the termination of this Charter pursuant to Section 1002.33(8), Florida Statutes.

Section 3.F.2.b: **School Improvement Plan Implementation Meetings:** When a SIP is under implementation, the School's principal/director and a representative of the School's Governing Board shall appear at a publically noticed meeting before the Sponsor's at least once per year to present information regarding the corrective actions that are being implemented by the School in accordance with the school improvement plan.

Section 3.G: **State Student Performance Requirements:** The School will be accountable for meeting the state's student performance requirements as delineated in Rule 6A-1.09981, Florida Administrative Code, *School District Accountability*, based on Sections 1001.02, 1008.22, 1008.34, and 1008.345, Florida Statutes.

Section 3.H: **Annual Accountability Report:** The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33, Florida Statutes. The Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the Sponsor. This Annual Accountability Report shall be prepared pursuant to statutory requirements which shall include, but not be limited to,

comparative student performance data and information required by Section 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include at least the following information:

Section 3.H.1: The School's progress toward achieving the goals outlined in this Charter School Agreement;

Section 3.H.2: Student achievement performance data, including the information required for the annual school report and education accountability pursuant to Sections 1008.31 and 1008.345, Florida Statutes;

Section 3.H.3: Financial records of the School, including, but not limited to, revenues and expenditures, at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt, and audited financial statements;

Section 3.H.4: Documentation of facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; and

Section 3.H.5: Descriptive information about the charter school's personnel, including salary and benefit levels of the school employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

Section 3.I: **Sponsor's Charter School Analysis:** Pursuant to law and upon verification of the School's Annual Accountability Report, the Sponsor will provide to the Florida Commissioner of Education an analysis and comparison of the overall performance of the School's students. The parties agree that the Sponsor will utilize results from the state and district required assessment programs referenced in this Charter and the data elements to be included in the aforementioned Annual Accountability Report required by law from the School.

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternate Sponsor-approved core reading plan. If the school chooses to opt-out of the Sponsor's K-12 CRRP, it shall provide to the Sponsor an alternative Research-Based Comprehensive Reading Plan in the format required by the Sponsor for review and approval no later than 90 calendar days prior to the first day of school. The school has agreed to opt-into the Sponsor's K-12 CRRP. Any change of election shall require an amendment to the charter agreement

ARTICLE 4: STUDENTS

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor of 1200 students through its approval of this Agreement or as outlined in the School's Application (**Appendix 1**). The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The parties agree that 300 students is the approved school enrollment capacity is the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) calendar days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

Section 4.A.1: **School Community:** The parties agree that the community to be served by the School is described in the School's Application (**Appendix 1**). However, in no event shall any eligible student, as defined by Section 1002.33(10), Florida Statutes, be denied enrollment unless the School has attained its maximum school enrollment capacity.

Section 4.B: **Grades Served:** The School shall enroll students in those grades specified in its Approved Application (**Appendix 1**). A state designated high-performing charter school may expand grade levels as outlined in Section 1002.331 Florida Statutes.

Section 4.C: **Class Size:** To the extent that such provisions and laws are legally applicable to charter schools, the School shall comply with the requirements pertaining to what is commonly referred to as the "Class Size Amendment," which is presently codified at Section 1, Article IX of the Florida Constitution and at Section 1003.03, Florida Statutes, together with other related and applicable statutes and administrative regulations issued by the FLDOE, as amended from time to time. Noncompliance with this provision shall constitute good cause for the immediate termination of this Charter and the School shall immediately indemnify the Sponsor for any penalties imposed upon the Sponsor as a result of the School's noncompliance with this provision.

Section 4.D: **Annual Projected Enrollment:** The School shall provide to the Sponsor its projected FTE enrollment for the next school year by no later than March 31st of the current school year during the term of this Charter.

Section 4.E: **Annual Capacity Determination:** Any change in the School's approved maximum school enrollment capacity must be achieved through the amendment of this Charter. If a change in its maximum school enrollment capacity is desired for an upcoming school year during the term of this Charter, the School must provide notice to the Sponsor of the proposed change in school enrollment capacity and the facts supporting that request no later than February

28 prior to the school year in which the increased capacity is requested. The Sponsor shall consider the provisions of Section 1002.33(10), Florida Statutes, when determining whether to approve a requested change in school enrollment capacity. Modification of the contract capacity shall not exceed fifteen percent (15%) of the capacity identified in the charter maximum school enrollment capacity shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School.

Section 4.F: **Admissions and Enrollment Plan:** The School will be responsible for its enrollment process and shall admit and enroll students residing in the school district in accordance with Section 13C of the School's Application (**Appendix 1**) and Section 1002.33(10), Florida Statutes. Students who are at-risk of academic failure, as defined in Florida Statutes, shall be an enrollment priority of the School. Informational meetings will be held by the School to inform interested parents/guardians of the mission of the School, the registration process, and required contractual obligations. The School will provide this information to parents/guardians in English as well as in other languages (e.g., Spanish, Haitian-Creole).

Section 4.F.1: **Student Eligibility and Enrollment Preferences:** The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceed the stated capacity of the School, class, grade, level or building as agreed to in **Appendix 1**. In such case, all applicants shall have an equal chance of being admitted through a random selection process. In future years, the time frame for accepting applications shall be mutually agreed to by the Sponsor and the School. The School's enrollment plan shall comply with the following eligibility and enrollment considerations:

Section 4.F.1.a: **Equal Enrollment Opportunities:** Students requiring services from an Exceptional Student Education (ESE) program as well as students requiring services from English for Speakers of Other Languages (ESOL) programs shall have equal opportunities of being selected for enrollment in the School. The School agrees to enroll any eligible student who submits a timely and completed application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with Florida law and all applicable desegregation court orders, and/or settlement stipulations, Sponsor assignment plan/policies, voluntary school choice plans, and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located;

Section 4.F.1.b: **Enrollment for Conversion Schools:** In the event the School is operating as a conversion charter school, the School agrees to give enrollment preference in accordance with Section 1002.33(10)(c), Florida Statutes to students who would have otherwise attended that public school, however, parents or students may request non-participation and receive assignment to another public school through the Sponsor;

Section 4.F.1.c: **Community Diversity:** The School agrees that it will implement the strategies contained in **Appendix 1** to achieve and maintain a student population reflective of the diversity of the community the School serves, as defined above;

Section 4.F.1.d: **Enrollment Preferences - Siblings and Employees' Children**: The School acknowledges that it may give enrollment preference to eligible siblings of students enrolled in the School, to the child of an employee of the School, to the child of a member of the governing board of the School or to any other student as authorized by Florida law; and

Section 4.F.1.e: **Enrollment Preferences – Same Household**: The School acknowledges that it may give enrollment preference to students living in the same household with an accepted/attending student (i.e., foster home, foreign exchange student) subject to the provision of appropriate documentation to support such student eligibility.

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

Section 4.G.1: **Cumulative Folders/Permanent Records**: All cumulative folders and permanent records of students leaving the School to attend a district school will be forwarded to the receiving school immediately upon request. The School shall not delay the transfer of records due to a pending parent/student exit conference;

Section 4.G.2: **Records Upon Out-of-District Transfer**: All cumulative folders and permanent records of students leaving the School to attend a school other than a district school will be copied and forwarded to the receiving school. The original cumulative folder and permanent record of the student will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law.

Section 4.G.3: **Records Upon Other Transfers**: All cumulative folders and permanent records of students leaving the School for any reason, other than above, will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law;

Section 4.G.4: **Records Transfer to Sponsor**: All permanent (Category A) records of students leaving the School, whether by graduation, transfer to Sponsor's district schools, or withdrawal to attend another school, will be transferred to the Sponsor in accordance with applicable law. All records of student progress (Category B) will be immediately transferred to the appropriate recipient school, without exception, if a student withdraws to return to one of Sponsor's district schools or to another school system. The School may retain copies of the academic records created during a departing student's attendance at the School.

Section 4.G.5: **Inactive Student Records**: All inactive student records shall be maintained and archived by the school in accordance with Rule 6A-1.055, Florida

Administrative Code. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

Section 4.G.6: **Annual Report of Student Records**: A report from the School will be forwarded to the Sponsor's Charter Schools Management/Support Department prior to July 1 of each year of the term of the Charter listing all students enrolled during the school year, and the disposition of each student's cumulative folder and permanent record, i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate.

Section 4.G.7: **Confidentiality of Student Records**: The School shall ensure that all student records are kept confidential as required by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g) and Florida Statutes 1002.22 and 1002.221. The Sponsor has the right with reasonable notice, if it has a legitimate educational interest to review any and all student records maintained by the School including, without limitation, records pertaining to students in the ESE or ESOL programs at the School.

Section 4.H **Exceptional Student Education**: Students enrolled in the School who are eligible to receive Exceptional Student Education services shall be provided a free appropriate public education by the School in accordance with this Charter, applicable federal and state laws and applicable administrative rules adopted by the Florida Board of Education. Students with disabilities will be educated in the least restrictive environment as outlined in the district's Special Policies and Procedures for Exceptional Students (SP&P).

Section 4.H.1: **Non-Discriminatory Policy**: The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School shall guarantee that its admissions policies shall be nonsectarian. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School.

Section 4.H.2: **Sponsor's Responsibilities**: The Sponsor will have the responsibility of conducting the psychoeducational evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform psychoeducational evaluations of students initially referred for placement within exceptional student education. The School will be billed for those services not covered by the administrative fee at the actual cost of these services. The School

may obtain independent evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district. The Sponsor will monitor the School for ESE compliance with applicable federal, state and local policies and procedures.

Section 4.H.3: **The School's Responsibilities:** The School shall make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(l), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

Section 4.H.3.a: **IEP Meetings.** The School will develop an Individual Education Plan (IEP) and conduct an IEP meeting with the student's family for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in all IEP meetings (including initial staffing and annual IEP review meetings) at the School and will provide the Sponsor at least two (2) weeks prior notice of such meetings accompanied by a copy of the Parent Participation Form, by mail or given in person. If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the School will take steps to secure another placement for the student in accordance with federal and state mandates. The School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

Section 4.H.3.b: **Least Restrictive Environment:** Except as otherwise provided by the provisions of Section 2.E contained hereinabove, students with disabilities enrolled in the School will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. As it is the School's goal to place students in an environment where they can best flourish, those students whose needs cannot be adequately addressed at the School will be appropriately referred; and the School's staff will work together with the Sponsor's personnel to ensure that the needs of these

students are met. However, it is the School's obligation, and not that of the Sponsor or student's boundaried school, to provide all appropriate services to ESE students.

Section 4.H.3.c: **Procedural Measures:** As early as possible in the planning/development stages, the School's staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, which safeguards will include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

Section 4.H.3.d: **Federal and State Reports:** Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal, state and any other reports deemed necessary in accordance with the time-lines and specifications of the Sponsor and the State Department of Education.

Section 4.H.3.e: **504 Students:** The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

Section 4.H.4: **Due Process Hearings:** The School shall be liable to Sponsor for all damages, attorney's fees and costs awarded against the Sponsor relating to an alleged violation by the School of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 and School shall be liable for all attorney's fees and costs incurred by the Sponsor in its defense of any claims. The School shall not be obligated to Sponsor under this subsection for any damages, attorney's fees and costs awarded in favor of a student with disabilities due to Sponsor's violation of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 or for any costs and attorney's fees incurred by Sponsor in defending a claim that resulted in such an award. All expenses, cost and attorney's fees owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) calendar days of the submission of a written invoice to School by the Sponsor.

Section 4.H.5: **English Language Learners:** Students enrolled at the School who are identified as limited English proficient, will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's

Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL in the prescribed time frame per the State Department of Education rules and regulations provided by the school district in compliance with the *LULAC, et al. v. State Board of Education* Consent Decree. The School will meet all the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's current ELL plan, as approved by the State Board of Education, including the utilization of all forms and documents in both the Sponsor's current ELL plan, which may be amended from time to time, as well as any district department handbooks, manuals and guidelines used for the process of identifying and classifying ELL students and for the provision of implementation of ESOL services to meet the needs of English Language Learners (ELLs).

Section 4.I: **Dismissal Policies and Procedures:** The School agrees to dismiss students as described in Sponsor's School Board Policy, within this Charter, and in the appropriate Section of the School's Application (**Appendix 1**). The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and will adopt and follow the Sponsor's Code of Student Conduct, as may be modified by the Sponsor from time to time, for the School's students of the same grades promulgated by Sponsor. Any policies developed by the School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Administration Rules, federal and state laws and regulations, and federal and state court decisions. The School's board of directors shall recommend expulsions to the Sponsor. However, the Sponsor has the ultimate authority in cases of student expulsion. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from the Sponsor's district, the School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned to an alternative school only through the process established by the Sponsor's Board Policy, and will be expelled from the Sponsor's district only if approved by the Sponsor's School Board. Students with disabilities will be disciplined only in accordance with requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act and the Sponsor's Exceptional Student Education Policies and Procedures (SP&P). If a student has been recommended for expulsion for commission of an expellable act as defined by the Sponsor's policy and the student is withdrawn from the School by a parent/guardian, the student may be denied enrollment in a district school by Sponsor or may be assigned to an appropriate expulsion abeyance program in accordance with Sponsor's policies. The School may not withdraw or transfer a student involuntarily unless the withdrawal or transfer is accomplished through established procedures mutually agreed upon in this Charter or through the Sponsor's applicable policies for student withdrawal.

Section 4.I.1: **Corporal Punishment:** The School agrees that it will not engage in the corporal punishment of its students.

Section 4.J: **Extracurricular Student Activities:** Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirements for participation

in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the Florida High School Athletic Association (FHSAA), unless such activity is provided at the School, so long as the School student meets the requirements of Section 1006.15, Florida Statutes. All such students will be assigned to a district school for extracurricular activities through the Sponsor's student assignment office. The Sponsor agrees to support the School in its efforts to recognize student accomplishments. Such support shall include, but not be limited to, district competitions, district recognition programs and district scholarship programs. If there are any costs not paid for or reimbursed by the State, then the School shall pay its pro rata share of the costs of such recognition programs.

Section 4.K: **Enrollment - Health, Safety & Welfare:** Enrollment at the School is subject to compliance with the provisions of Section 1002.33, Florida Statutes, concerning school entry health examinations and immunizations. The School agrees to comply with the Federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety and welfare of students.

ARTICLE 5: FINANCIAL ACCOUNTABILITY

Section 5.A: **Revenue - Basis for Student Funding:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage funds, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School, less the statutory five percent (5%) administrative fee. The School shall receive one hundred percent (100%) of the Merit Award Program funds awarded to the School pursuant to Section 1012.225, Florida Statutes.

Section 5.A.1: **Student Reporting:** The School agrees to report to the Sponsor its student enrollment as provided in Section 1011.62, Florida Statutes, and, in accordance with the definitions contained in Section 1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In addition, for each year of the term of this charter, the School will submit the projected full-time equivalent student membership of the School to the Sponsor by the last day of March prior to the new school year. The Sponsor will also provide training for the School's personnel in the use of designated district applications necessary to respond to the legislative requirements of Section 1008.345, Florida Statutes, including the annual report and the state required assessment program.

Section 5.A.2: **Distribution of Funds Schedule:** The Sponsor shall disperse the funds specified in this Article to the School in a timely and efficient manner. Timely distribution of funds to the School shall begin in July (2019) on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's

prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor shall pay the School one-twelfth of the available funds less administrative fee as defined in Section 1002.33(20)(a), Florida Statutes within ten (10) business days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) business days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) business day period until such time as the payment is made.

Section 5.A.2.a: **Disbursement at Start of New Charter School**

Pursuant to Section 1002.33(17), Florida Statutes: "For the first 2 years of a charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the district school board shall distribute funds to the school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year." In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor. The Sponsor will determine the School's actual state fundable FTE using FLDOE FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis.

Section 5.A.3: **Adjustments:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the *actual* unweighted and weighted FTE students reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to error, misreporting or substantial noncompliance by the charter school, the sponsor shall deduct the amount of such adjustment from the charter school's FTE funding until the total amount of the FTE funding adjustment is recovered by the Sponsor. Such adjustment shall not exceed the mutually-agreed timeline.

Section 5.A.4: **Millage Levy:** In accordance with the provisions of section 1002.33(9)(l), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured

by tax revenues. However, nothing in this provision shall preclude a municipality from levying municipal taxes during a period in which the municipality is operating a charter school.

Section 5.A.5: **Holdback/Proration:** In the event of a state holdback or a proration which reduces funding, the School's funding will be reduced proportionately. In the event that the Sponsor's district exceeds the state cap for WFTE for any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the Sponsor's district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE and the School's funding will be reduced to reflect its proportionate share of any unfunded WFTE. In addition, should the Sponsor receive notice of an FTE funding adjustment which is attributable to error or substantial noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) calendar days from the date of notice of such assessment.

Section 5.A.6: **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of the categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, less the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within thirty (30) calendar days of notice of such expenditures.

Section 5.A.7: **Federal Funding:** In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g., approved free-and-reduced price meal applications) from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

Section 5.A.7.a: **Title I:** Pursuant to provisions of 20 U.S.C. 8061 Section 10306, the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title I funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement the reading/language arts and mathematics services for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) the Title I funds budget must be spent in support of parental involvement activities.

The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.7. b: **IDEA:** The IDEA portion of the IDEA appropriation will remain with the Sponsor to provide training as required by IDEA guidelines. The School may participate in IDEA training offered by the Sponsor at no cost. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.8.c: **Federal or Other Grants:** The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the Schools competition for grants and other monetary awards, including but not limited to Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines. If the Sponsor develops a district-wide grant, the School may be included in the district proposal, if mutually agreed to by the School and the Sponsor. The Sponsor shall not agree to such participation unless the School specifically agrees to all terms, conditions, and requirements of the grant. If the School fails in any material respect to comply with said terms, conditions, and requirements, the School shall be solely responsible and liable for any consequences. When a charter school elects to participate in a district-wide grant prepared by the Sponsor's staff or when grant proposals are developed by district staff using student or School counts that include the students of the School, dollars and/or services distributed via grant funds will be provided to charter schools in the same manner as traditional public schools.

Section 5.A.9: **Other Funding Sources:** The Charter School may secure funding from private foundations, corporations, businesses and/or individuals.

Section 5.A.10: **Charter School Capital Outlay Funds:** Section 1013.62, Florida Statutes, provides procedures and guidance for the distribution of capital outlay funds appropriated to Florida's public charter schools. Capital Outlay plans must be submitted to the FLDOE in the format and manner prescribed by the state. The Sponsor will review and verify the information uploaded to the FLDOE. The state determines approval of the School's Capital Outlay Plan. Each Capital Outlay plan must contain a written list specifically enumerating the proposed capital expenditures. Sales contracts, construction contracts, purchase orders, leases, lease-purchase agreements, rental agreements or bills of sale will be accepted by the Sponsor to document the School's expenditure of capital outlay funds. A copy of the previous year's annual audited financials must be submitted with a Capital Outlay plan as well as any other supporting documentation that verifies that the charter school qualifies for capital outlay funds. Conversion

charter schools are ineligible for capital outlay funding allocations. After the Sponsor's certification of a Capital Outlay plan submitted by the School, the Sponsor shall deliver any public capital outlay funds [hereafter "CO Funds"] that are allocated and prorated to the School by the Commissioner of Education within ten (10) days of the delivery of such funds to the Sponsor by the Commissioner of Education. The property and/or improvements purchased by the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to the Sponsor pursuant to Sections 1002.33(8)(e) and 1013.62(3), Florida Statutes, and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of this Charter, or (b) the material breach of this Charter by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the School which have not been reimbursed by CO Funds or public funds shall be property of the School should the Charter terminate or not be renewed. However, ownership of an asset shall revert to the Sponsor in the event of termination or non-renewal of this Charter if the School's accounting records fail to clearly establish whether a particular asset was purchased with CO Funds or public funds or from another funding source. Except as otherwise provided herein and except for any interest conferred upon the Sponsor by applicable law or this Charter and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. The Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this section shall constitute a material breach of this Charter and good cause for its termination. The School shall provide Sponsor's Accounting Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Accounting Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

Section 5.A.11: **Information:** The Sponsor shall be entitled to inspection of the School's financial and pupil records upon request and reasonable notice. The School agrees that it will submit in a timely manner to the Sponsor all information pertaining to the charter school that is necessary for Sponsor to comply with Section 1010.20, Florida Statutes.

Section 5.A.12: **General Fixed Assets and Tangible Personal Property:** The School shall comply with all the requirements set forth in Florida Statutes and in the Florida Commissioner of Education's publication entitled *Financial and Program Cost Accounting and Reporting for Florida Schools* pertaining to general fixed assets and tangible personal property.

Section 5.A.13: **Access to Inventory:** The School agrees to allow the SPONSOR reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of assets, cost of asset, funding source and current location of item.

Section 5.B: **Sponsor Administrative Fee:** The administrative fee calculated by the Sponsor shall be as defined in Section 1002.33(20)(a), Florida Statutes, not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. The Sponsor shall not withhold an administrative fee from federal or state grants unless explicitly authorized by law. Funds from the reimbursement of any portion of the administrative fee to the school shall be used only for capital outlay purposes as specified in Section 1013.62(2), Florida Statutes. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by Florida law. The Sponsor shall provide those administrative and educational services specified in Section 1002.33(20)(a), Florida Statutes, to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration services, services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the school district at the request of the School; test administration services, including payment of the costs of state-required or district required student assessments; processing of teacher certificate data services, and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located as provided in Section 1002.33(20)(a), Florida Statutes. Access by the School to other services not required in Section 1002.33(20)(a), Florida Statutes, but available through the Sponsor, may be negotiated separately by the parties. Services requiring separately negotiated contract with Sponsor are unique to each charter and must be negotiated between the School and the Sponsor. Charges for such services under those contracts will be assessed upon reasonable notice at the following rate:

Hourly rate + proportional benefits of the Sponsor's personnel performing the service, times the number of actual hours beyond services that are regularly regarded as district level administrative services.

The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) calendar days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) calendar days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

Section 5.C: **Restriction on Charging Tuition:** In accordance with the provisions of Section 1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.

Section 5.D: **Allowable Student Fees:** The School further agrees that it shall not charge fees except for those fees normally charged by other public schools.

Section 5.E: **Annual Budget:** The School shall provide the Sponsor with annual preliminary and official budgets in the format prescribed by the Sponsor. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget.

Section 5.E.1: **Governing Board Approval Required:** Pursuant to Section 1002.33(9)(h), Florida Statutes, the School's Governing Board shall annually adopt and maintain an operating budget.

Section 5.E.2: **Date to Submit Budget to Sponsor:** During each year of this Charter, the tentative budget must be submitted to the School's Governing Board during the preceding school year. The official approved budget is to be submitted to the Sponsor by month-end March of the preceding school year.

Section 5.E.3: **Amended Budget:** In the event that the School's Governing Board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) calendar days of its approval by the School's Governing Board.

Section 5.F: **Financial Records, Reports and Monitoring:** The School shall utilize the standard state codification of accounts as contained in the most recent issue of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book) as a means of codifying all transactions pertaining to its operations.

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

Section 5.F.2: **Fiscal Monitoring:** The parties agree that the Sponsor, upon ten (10) days notice, may request at any time and the School shall provide, documents, including releases, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's Governing Board.

Section 5.G: **Maintenance of Funds:** Federal, state, and local funds shall be maintained by the School according to existing federal and state mandates and practices including, without limitation, any FEFP Guidelines pursuant to 1011.62, Florida Statutes. Separate funds and bank accounts shall be maintained where required for federal funds and state and local funds.

Section 5.H: **Monthly Financial Reports:** Pursuant to Section 1002.33(5)(b)(1)(b), Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(b)(1)(a) and (b) Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the FLDOE publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book.) The monthly reports shall include a Balance Sheet,

Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received, and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 69I-73.002, Florida Statutes, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

- Section 5.H.1: assets, liabilities, and fund balances for each fund type;
- Section 5.H.2: the original budget as approved by the School's Governing Board;
- Section 5.H.3: the current budget as approved by the School's Governing Board;
- Section 5.H.4: revenues and expenditures, year-to-date, vs. budget; and
- Section 5.H.5: budget to actual report.

Section 5.I: **Monthly Financial Data:** The School shall implement monthly reconciliation procedures of all bank accounts. A copy of each entire bank statement, copy of cancelled checks, detailed general ledger cash accounts and supporting documentation shall be available to the Sponsor for audit review, upon request.

Section 5.I.1: **High Performing Schools:** The School shall provide a monthly financial statement to the Sponsor unless the School is designated as a high-performing charter school pursuant to Section 1002.331, Florida Statutes, in which case the high-performing charter school may provide a quarterly financial statement.

Section 5.J: **Quarterly Financial Reports:** The School shall provide quarterly financial reports to the Sponsor within thirty (30) calendar days after the close of each quarter, which schedules shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with GAAP. For the purposes of this section, the quarterly reporting periods will be July/August/September; October/November/December; January/February/March; and April/May/June.

Section 5.K: **Evidence of Start-Up Funding:** Except for instances in which an existing Charter is renewed, the School provide to the Sponsor evidence of sufficient funds for start-up costs no later than 90 calendar days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

Section 5.L: **Property Inventories:** Pursuant to Rule 69I-73.002, Florida Administrative Code, the School will submit twice a year to the Sponsor a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant and any other public-generated funds) and private funds. The report should clearly indicate what items were purchased with public funds and which ones with private funds. The format of this report will be

provided by the Sponsor. Rule 69I-72, Florida Administrative Code, requires the custodian of public funds to ensure a complete physical inventory of all property. The School should maintain a subsidiary ledger of property purchased with public funds as outlined in Rule 69I-72.003, Florida Administrative Code, and have it available for review by the Sponsor. For the purpose of this section, the reporting periods will be December and June or upon written request of the sponsor.

Section 5.M: **Program Cost Report:** The School shall deliver to the Sponsor the School's Annual Program Cost Report for Charter Schools in the format as prescribed by the FLDOE no later than August 15th of each year.

Section 5.N: **Annual Financial Audit:** At the School's sole expense, an annual audit of the School shall be conducted by a qualified, independent certified public accountant licensed to practice public accounting in the State of Florida and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes, and approved by the School's governing board, which approval shall not be unreasonably withheld, and shall be paid for by the School. The annual audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The annual audit shall be conducted in a manner similar to that required of the Sponsor's school district by Section 218.39, Florida Statutes, in compliance with federal, state and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered and shall be provided to the Sponsor's Charter Schools Support Office by no later than September 30th of each year of the term of this Charter. The School's independently audited financial statements shall be included in this annual audit report. The annual audit reports shall be a complete presentation in accordance with generally accepted accounting principles including Management, Discussion and Analysis (MD&A). MD&A may be omitted from the audit with the consent of the Sponsor. The School shall ensure that the annual audit reports are in compliance with Chapters 10.800 and 10.850, Rules of the Auditor General, as applicable. The independent financial auditor shall report on the expenditure of the categorical funds. The School must comply with all provisions related to the submission of its audit report to the Auditor General including the response/rebuttal and corrective actions.

Section 5.N.1: **Annual Financial Audit: Distribution of Copies:** The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's Governing Board during an exit interview conducted within seven (7) business days of the conclusion of the audit. Within fourteen (14) business days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the FLDOE. If the audited financial statements reflect a deficit financial position, the auditor is required to notify the School's Governing Board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to Section 218.39(1) and (8), Florida Statutes.

Section 5.N.2: **Additional Audits Required by Sponsor:** The Sponsor reserves the right to perform additional audits at Sponsor's expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary and appropriate pursuant to Section 1002.33(5)(b), Florida Statutes. The Sponsor has the right to review upon request all documentation pertaining to children with disabilities at the School.

Section 5.N.3: **Audited Financial Statements:** During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's audited financial statements for the year ending June 30th. The audited financial statements shall be prepared in the format required by Governmental Accounting Standards Board Statement No. 34 Basic Financial Statements and Management's Discussion & Analysis for State and Local Governments and presented in the Sponsor's Comprehensive Annual Financial Report (CAFR). The CAFR format should be provided no later than September 30th of each year. The annual audited financial reports shall include a complete set of financial statements, management's discussion & analysis, and notes thereto prepared in accordance with Generally Accepted Accounting Principles accepted in the United States of America and a management letter resulting from the financial statement audit. The audited financial statements and related management letter shall be provided no later than September 30th of each year. Municipal charters shall submit the annual audits no later than December 31st of each year.

Section 5.O: **School's Fiscal Year:** The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

Section 5.P: **State of Financial Emergency:** Financial audits that reveal a state of financial emergency as defined in Section 218.503, Florida Statutes, and are conducted by a certified public accountant or auditor in accordance with Section 218.39, Florida Statutes, shall be provided to the Governing Body of the School within seven (7) business days after finding that a state of financial emergency exists. The School shall comply with the requirements of Section 218.501, Florida Statutes, regarding fiscal responsibility. The School's auditor shall report such findings in the form of an exit interview to the Chief Administrator/Principal of the School, and the Chair of the Governing Board, the Sponsor's Office of the Chief Auditor, and the Sponsor's Charter Schools Management/Support Department within seven (7) business days after finding the state of financial emergency or deficit position. Pursuant to Section 218.503, Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) business days after the exit interview.

Section 5.P.1: **Financial Recovery Plans:** If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a detailed Financial Recovery Plan with the Sponsor within thirty (30) calendar days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the FLDOE and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate

supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's governing board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Financial Recovery Plan within one (1) year or if the School exhibits one (1) or more financial emergency conditions for two (2) consecutive years. If any Financial Recovery Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

Section 5.Q: **Deteriorating Financial Condition:** In the event the School is identified as having a deteriorating financial condition as defined by Section 1002.345, Florida Statutes, the Sponsor shall conduct an expedited review of the School and the School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with Section 1002.345, Florida Statutes.

Section 5.Q.1: **Corrective Action Plans:** The Governing Body of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan. If any Corrective Action Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan.

Section 5.R: **Financial Management of School:** The School shall conduct fiscal management of the charter school's operations in accordance with the School's governing laws and rules, the provisions of this Charter, and all applicable federal, state and local policies.

Section 5.S: **Description of Internal Audit Procedures:** The School shall implement the internal audit procedures described in the School's governing laws and rules, the provisions of this Charter, and all applicable Sections of the School's approved Application (Appendix 1).

Section 5.T: **Other Government Reports:** The School shall provide the Sponsor with copies of all reports required to be filed with the Government of the United States and the State of Florida no later than one month after the due dates for such reports. Such reports shall include, but are not limited to, all payroll tax returns and any required filing related to the School's nonprofit status.

ARTICLE 6: FACILITIES

Section 6.A: **Facility Notification and Inspection:** The School shall comply with the provisions of this section governing facility notification and inspection.

Section 6.A.1: **Facility Location:** The School will be located at: **6101 NW 31st Street Margate, FL 33063** In the alternative, the School may submit a written request to Sponsor no less than sixty (60) calendar days before the initial opening day of classes to elect to use Year One (1) of this Charter as a planning year provided that the School has not already utilized a planning year subsequent to the approval of its application. If the first year of this Charter is used as a planning year, the School shall secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than May 1 prior to the start of the school year following the conclusion of the planning year. If the School fails to satisfy the requirement to provide such evidence by May 1 of the planning year, then this Charter will automatically expire without any notice, hearing, right to appeal or further action required of the Sponsor.

Section 6.A.2: **District Inspection of Facility:** The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include, without limitation: The Department of Children and Family Services to do inspections of the kitchens and related spaces; the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections at least ten (10) calendar days prior to the first day of each year of operation.

Section 6.B: **Compliance with Building and Zoning Requirements:** The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

Section 6.B.1: **Florida Building Code:** The School agrees to use facilities that comply with the Florida Building Code, as it pertains to charter schools, pursuant to Section 1013.37, Florida Statutes, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, as applicable to charter schools.

Section 6.B.2: **Florida Fire Prevention Code:** The School agrees to use facilities that comply with the state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located, including reference documents, applicable state and federal laws and rules.

Section 6.B.3: **Capacity of Facility:** At no time will the enrollment exceed the number of students approved in this Charter, the School's Application (**Appendix 1**) or

permitted by zoning capacity and all applicable laws and regulations. The School shall not be entitled to monthly payments for students in excess of the School's enrollment capacity and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid. In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

Section 6.C: **Location:** The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessor) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease before the initial opening day of class. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Section 196.1983, Florida Statutes, regarding charter school exemption from *ad valorem* taxes. Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with Section 286.23, Florida Statutes.

Section 6.C.1: **Temporary Facility:** The School may only use a temporary facility when the facilities approved within this agreement are temporarily not suitable for student use under all applicable laws, ordinances, and codes of federal, state, and local governance. Approved use of a temporary facility for a period of more than sixty calendar (60) calendar days will require the amendment of this Charter by the parties.

Section 6.C.2: **Relocation:** The School shall notify the Sponsor no less than ninety (90) calendar days prior to any relocation. Any such relocation must be mutually agreed upon by both parties through the amendment of this Charter.

Section 6.C.3: **Additional Campuses:** The development by the School of additional campuses shall not be permitted under this Agreement. In the event that the School desires to construct and develop any additional campuses, the School shall be required to apply for and obtain a separate charter from Sponsor for each such new campus.

Section 6.C.4: **Shared Use of a Facility with Other Entities:** The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. The School shall disclose the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

Section 6.D: **Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or About the Facility:** The School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

Section 6.E: **Specific Requirements for Conversion Charter Schools or Schools Using a District-Owned Facility:** This Section is not applicable to this Charter.

Section 6.F: **Additions, Changes & Renovations:** The School must provide notice to the Sponsor of any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and [if applicable] written approval obtained from the Broward County Traffic Engineering Department as to traffic control and pedestrian travel associated with said facilities. A “material addition, change or renovation” is defined as any improvement to real property that alters the square footage of the educational facility.

Section 6.G: **Disaster Preparedness Plan:** The School shall adopt the Sponsor’s Disaster Preparedness Plan or submit the School’s plan to the Sponsor for approval.

ARTICLE 7: TRANSPORTATION

Section 7.A: **Provision of Transportation by the School:** Transportation is the responsibility of the School if provided and must be according to the district, state, and federal rules and regulations and consistent with the requirements of Chapter 1006, Florida Statutes. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

Section 7.B: **Cooperation between Sponsor and School:** The School agrees that transportation shall not be a barrier to equal access for any student in the attendance zone established by the Sponsor from time to time residing within a reasonable distance of the School as determined by the School’s transportation plan. The School may contract with the Sponsor for student transportation services or with a Sponsor-approved private transportation firm. If the School contracts with a Sponsor-approved private transportation firm, the School will provide the Sponsor the name of such firm as part of the School’s final transportation plan.

Section 7.C: **Reasonable Distance:** The School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside two or more miles from the School and are within a reasonable distance of the School, or who otherwise are entitled to transportation by law. The term “reasonable distance” shall be defined in accordance with Chapters 1000 through 1013, Florida Statutes, as amended from time to time and the standards and guidelines provided by the State Department of Education.

Section 7.D: **Transportation Safety Compliance:** The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts

with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial driver's licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the Transportation Department, with a copy to the Charter Schools Management/Support Department, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.

Section 7.E: **Failure to Comply:** Failure to comply with any local, state or federal rule or regulation concerning school transportation shall constitute good cause for termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Such adjustments shall not exceed the fiscal year.

ARTICLE 8: INSURANCE & INDEMNIFICATION

Section 8.A: **Indemnification of Sponsor by School:** Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.A.1: the negligence, intentional wrongful act, misconduct or culpability of the School or of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.A.2: the School's material breach of this Charter or applicable federal or state law;

Section 8.A.3: any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

Section 8.A.4: any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;

Section 8.A.5: the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against

claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;

Section 8.A.6: any professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or by the School's governing board;

Section 8.A.7: any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School; or

Section 8.A.8: any penalties incurred by the Sponsor as a result of the School's noncompliance with Article 7 or reimbursements to the State arising as a result of any errors or omissions in data relevant to FTE funding for which the School is responsible;

Section 8.A.9: However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

Section 8.B: **Defense of Claims against the Sponsor:** The School agrees to defend any and all such action using competent counsel, selected by the School, subject to Sponsor's approval, which shall not be unreasonably withheld.

Section 8.C: **Indemnity for Professional Liability:** The School's duty to indemnify the Sponsor for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, non-renewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

Section 8.D: **Indemnity for Certain Specified Claims:** The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the state's public records or open meetings laws.

Section 8.E: **Indemnification of School by Sponsor:** Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the Sponsor agrees to indemnify, defend and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages

and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.E.1: the negligence, intentional wrongful act, misconduct or culpability of the Sponsor or of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.E.2: the Sponsor's material breach of this Charter or applicable federal or state law;

Section 8.E.3: any failure by the Sponsor to pay its suppliers or any subcontractors;

Section 8.E.4: the failure of the Sponsor's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, the School's governing board members, officers, employees, subcontractors or others acting on the School's behalf; or

Section 8.E.5: any professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or School Board Members.

Section 8.F: **Defense of Claims against the School:** The Sponsor agrees to defend any and all such action using competent counsel, selected by the Sponsor, subject to School's approval, which shall not be unreasonably withheld.

Section 8.G: **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter (a Third Party Claim) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third-Party Claim.

Section 8.H: **Sovereign Immunity:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes. Nothing herein shall be deemed to be a waiver of rights or limits to liability existing under Section 768.28, Florida Statutes.

Section 8.I: **Acceptable Insurers:** Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:

Section 8.I.1: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in Section 163.01, Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, within the last thirty (30) calendar days of certificate issuance; and

Section 8.I.2: If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days calendar of cancellation or lapse of coverage.

Section 8.J: **Commercial and General Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

Section 8.J.1: **Liabilities Covered:** The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

Section 8.J.2: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate.

Section 8.J.3: **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention unless the School is governed by a municipality. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention of One Thousand dollars (\$1,000) per occurrence. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions. The municipality governing this school will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations.

Section 8.J.4: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall

maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.

Section 8.J.5: **Additional Insureds:** The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insureds" on the required Liability Insurance. The coverage afforded for such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insureds using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as Additional Insureds (ISO Form CG 20 10)".

Section 8.K: **Automobile Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

Section 8.K.1: **Liabilities covered:** The School's insurance shall cover the School for Automobile Liability which would be no less restrictive than the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 001), which includes coverage for Contractual Liability, as filed for Sponsor in the State of Florida by the Insurance Services Office. Coverage shall be included on all Owned, Non-Owned and Hired automobiles, buses and other vehicles used in connection with this Charter. In the event the School does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the School indicating the following:

The School does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, the School agrees to provide proof of "Owned Auto" coverage effective date of acquisition.

If School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/Self-Insured Retentions. The municipality governing the School will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations.

Section 8.K.2: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.

Section 8.K.3: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Three Million Dollars (\$3,000,000) annual aggregate.

Section 8.K.4: **Coverage Form:** Such coverage shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01.

Section 8.L: **Workers Compensation/Employer's Liability:** The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation and Employer's Liability Insurance which shall conform to the following requirements:

Section 8.L.1: **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.

Section 8.L.2: **Minimum Limits:** Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars (\$2,000,000) annual aggregate. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/Self-Insured Retentions. The municipality governing this school will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.

Section 8.M: **School Leader's Errors and Omissions Insurance:** Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

Section 8.M.1: **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance maintained by the School shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance for claims arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.

Section 8.M.2: **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed twenty-five thousand dollars (\$25,000) per claim and the School shall be held responsible for any loss payments within the deductible. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.

Section 8.M.3: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on a claims-made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination or non-renewal of this Contract.

Section 8.N: **Employees Dishonesty/Crime Insurance or Fidelity Bond:** The School shall purchase Employees Dishonesty /Crime Insurance for all governing board members and employees including Faithful Performance coverage for the School's administrators/principal and governing board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars (\$1,000,000) per occurrence/claim. In lieu of Employee Dishonesty /Crime Insurance, SPONSOR is willing to accept Fidelity Bond coverage of equal coverage amount.

Section 8.O: **Property Insurance:** The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five percent (5%) of the Total Insured Value (TIV). If the School is governed by a municipality, the Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR.

Section 8.P: **Applicable to Other Coverages:** The following provisions are applicable to all insurance coverages required under this Charter:

Section 8.P.1: **Other Coverages:** The insurance required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Sponsor and indicated on such Certificate of Insurance. Any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

Section 8.P.2: **Deductibles/Retention:** Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The

municipality governing this charter school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.P.3: **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

Section 8.P.4: **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors. However, the Sponsor will rely on the School to monitor and notify its subcontractors and their sub-subcontractors to confirm coverage is in force for the duration of the subcontractor/sub-subcontractor contract and have certificates of insurance on file to provide historical documentation should a claim occur that has not yet been reported to the School.

Section 8.P.5: **Provision for Cure:** The School shall cure any non-compliance with this Article 8 of the Charter within ninety (90) calendar days of the School's receipt from the Sponsor of written notice of the non-compliance.

Section 8.P.6: **Default upon Non-Compliance:** The School shall be in default of this Charter should it fail to procure, maintain and keep in effect the insurance coverages required by this Charter. Lapse of insurance coverage as described in this Charter will be considered good cause for recommendation of termination of this Charter.

Section 8.P.7: **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

Section 8.P.8: **Combined Services Coverage:** Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.

Section 8.P.9: **Default upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

Section 8.P.10: **Changes in Insurance Coverage:** The School must notify Sponsor of any contemplated material changes in insurance coverage.

Section 8.Q: **Evidence of Insurance:** Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

Section 8.Q.1: **Time to Submit:** The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverages. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated. Evidence of insurance shall be provided by the School to the Sponsor before the initial opening day of classes. The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks prior to the initial opening day of classes for each school year. The certificates shall name the Sponsor as an Additional Insured if required by specific provisions of this contract addressing that form of insurance.

Section 8.Q.2: **Notice of Cancellation:** Each certificate of insurance shall contain a provision for written notification to the Sponsor in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available provide a minimum of 30-days notice of material changes or cancellation to Sponsor.

Section 8.Q.3: **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) calendar days before the expiration or termination of the required insurance for which evidence was provided.

Section 8.Q.4: **Pre-Charter Submission of Evidence:** Notwithstanding any other provision contained herein, the School may submit evidence of insurance prior to approval of this charter substantially similar to the insurance provisions set forth in this section and subject to Sponsor's approval.

ARTICLE 9: GOVERNANCE

Section 9.A: **Public or Private Employer:** Pursuant to Section 1002.33(12)(i), Florida Statutes, the School is operating as a **private employer**. The employees **have** contracted their services directly to the School or its governing body or through an education services provider (ESP) company, and as such, **are not** public employees.

Section 9.B: **Governing Board Responsibilities:** The School's governing body shall be made up of its Governing Board. The Governing Board of the School shall be responsible for all fiduciary, legal and regulatory compliance issues and shall perform all duties set forth in the School's Approved Application (**Appendix 1**) and the following duties and responsibilities:

Section 9.B.1: annually adopt and maintain an operating budget and submit its approved budget to the Sponsor by July 1 of each year along with a copy of the minutes of the meeting showing approval of the budget by the Governing Board;

Section 9.B.2: retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the Governing Board;

Section 9.B.3: review and approve the audit report, including audit findings and recommendations for the financial recovery plan;

Section 9.B.4: monitor a financial recovery plan in order to ensure compliance, if applicable;

Section 9.B.5: establish, define, refine and oversee the School's educational philosophy, operational policies and procedures, academic accountability procedures, and financial accountability procedures and ensure that the School's student performance standards are met or exceeded;

Section 9.B.6: exercise continuing oversight of the School's operations;

Section 9.B.7: report its progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports, in accordance with Section 1002.33(9)(k), Florida Statutes;

Section 9.B.8: participate in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility;

Section 9.B.9: make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)(18), Florida Statutes;

Section 9.B.10: adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)(3), Florida Statutes;

Section 9.B.11: make all required financial disclosure if the School is operated by a municipal corporation or other public entity under Section 112.3145, Florida Statutes;

Section 9.B.12: comply with the standards of conduct set out in Sections 112.313(2), (3), (7), and (12), and 112.3143(3), Florida Statutes;

Section 9.B.13: avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;

Section 9.B.14: demonstrate financial competence and adequate professional experience;

Section 9.B.15: recommend student expulsions to the Sponsor;

Section 9.B.16: determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School;

Section 9.B.17: be held accountable to the School's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida's charter school laws;

Section 9.B.18: be responsible for the over-all policy decision making of the School, in consultations with the School's staff, including the approval of the curriculum and the annual budget;

Section 9.B.19: serve as the fiscal agent for the School and be involved from the School's inception in all policy matters pursuant to the provisions of the corporation's bylaws; and

Section 9.B.20: comply with Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements; and

Section 9.B.21: appoint a representative (liaison) to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Liaison information shall be kept current at all times, and necessary changes shall be reported to the Sponsor immediately.

Section 9.C: **Public Records:** The School will comply with Section 1002.33(16)(b)(2), Florida Statutes, relating to public records. The public shall be provided reasonable access to the School's records in accordance with the provisions of this Charter and Section 119.07, Florida Statutes.

Section 9.D: **Reasonable Access to Records by Sponsor:** The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law. Failure to provide such access will constitute a material breach of this Charter and good cause for its termination.

Section 9.E: **The Sunshine Law:** To ensure that parents/guardians will have ready access to the governance of the School, meetings of the Governing Board will be open to the public in accordance with Section 286.011, Florida Statutes, unless confidentiality is required by law. The Governing Board will provide reasonable public notice of the date, time, and place of its meetings and will maintain at the School's site detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. The School's Governing Board will publish a calendar on its website that contains a schedule of all Governing Board meetings for the school year, including the date and time of the meetings and the locations. The School agrees to hold meetings of its Governing Board within Broward County, Florida at least once a semester during the school year. The School shall provide the parents in writing, the process for placing an item on the agenda for the meetings of the School's Governing Board. A signed copy of the minutes will be on file at the School's site for review and a copy will be forwarded to the Sponsor.

Section 9.F: **Reasonable Notice to Sponsor of Governing Board Meetings:** The Governing Board will provide the Sponsor with reasonable notice of the date, time, and place of its meetings. The School will provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings of its Governing Board, to the extent practical. The School will provide the Sponsor with minutes of each meeting of the School's Governing Board within ten (10) calendar days of each such meeting.

Section 9.G: **Identification of Governing Board Members:** The selection of the School's Governing Board Members and officers shall be as set forth in the School's approved Application (**Appendix 1**) or in School's by-laws if such are adopted subsequent to the submission of **Appendix 1**. The School's Governing Board will include local representatives, which may include parents/guardians and professionals qualified to support the educational and moral development of the School's students. No employee of the School, employee of one of the School's Education Services Provider (ESP) companies, or family member of an employee of one of the School's ESP companies may serve as a Member of the School's Governing Board. The Governing Board cannot delegate its responsibility to the Sponsor to any other agency, ESP company or other contracted service provider. The School shall provide the parents in writing the names of the members of the School's Governing Board and a means by which they may be contacted.

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal must be held current at all times and the Sponsor shall be notified immediately of any changes. The procedures for the replacement of Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator shall also be fingerprinted at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes, within ten (10) calendar days of their appointment and, if initial members of the Governing Board, prior to approval of this Charter. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of fingerprints are the sole responsibility of the School. The School agrees that new Governing Board Members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential Governing Board Members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint Governing Board Members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The

School shall not allow any person to serve on its Governing Board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

Section 9.J: **Non-Profit Organization:** As stated in the School's Application (**Appendix 1**) and as required by Section 1002.33(12)(i), Florida Statutes, the School has been organized as a Florida non-profit organization, and shall maintain status as a Section 501(c)3 status under the Internal Revenue Code. Voting shall control the non-profit organization, and only the School's Governing Board shall vote. The School shall at all times operate as a non-profit corporation and shall annually provide proof to the Sponsor of the School's status as a non-profit organization. Such status shall not be permitted to lapse, be revoked or terminate. Failure to comply with this section will constitute a material violation of the Charter and good cause for its termination by the Sponsor.

Section 9.K: **Compliance with Applicable Ethical Requirements:** To the extent applicable, the officers and directors of the School will comply with Part III, Section 112, Florida Statutes (the Code of Ethics for Public Officers and Employees). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors. Members of the School's Governing Board cannot be employees of the School. Members of the School's Governing Board shall not receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. A violation of this provision shall constitute a material breach of the Charter. All members of the School's Governing Board shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, Florida Statutes, and other applicable portion of the Code of Ethics for Public Officers and Employees. The Governing Board Chair shall annually provide to the District a statement confirming that:

Section 9.K.1: No member of the School's Governing Board, acting in his/her private capacity, has sold services directly or indirectly to the School;

Section 9.K.2: No spouse, parent, child, stepchild, sibling, or employee of any Board Member serves as a member of the School's Governing Board;

Section 9.K.3: No member of the School's Governing Board is an employee of the School or of the ESP company operating the School; and

Section 9.K.4: No member of the School's Governing Board has received compensation, directly or indirectly from the School's operations.

Section 9.K.5: A violation of any of the foregoing provisions shall constitute a material breach of this Charter and good cause for its termination.

Section 9.L: **Bonding of School Personnel:** The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds shall run to the School, the not-for-profit organization, and the Sponsor and shall be on file for inspection at all times.

Section 9.M: **School's Chief Administrator/Principal:** The duties of the School Chief Administrator/Principal shall be as set forth in the School's approved Application (**Appendix 1.**) The teachers, support, and contractual staff of the School will be directly supervised by the Principal or other on-site administrator.

Section 9.N: **Notification of Proper Authorities:** If after adopting the budget, a Member of the Governing Board in his/her obligated diligence believes that any other member of the Governing Board or any vendor, vendor's employee, ESP company, or ESP company agent or employee is directly responsible or wrongfully advises the members of the Governing Board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that Governing Board Member should immediately notify the Sponsor, the FLDOE, and if deemed proper, the Attorney General, or any other proper authority.

Section 9.O: **Volunteer Advisory Committee:** The School may have a Charter School Advisory Committee whose selection and duties shall be as set forth in the School's approved Application (**Appendix 1.**)

ARTICLE 10: EDUCATION SERVICES PROVIDERS

Section 10.A: **Education Services Provider Agreement:** An Educational Services Provider (ESP) is an individual or organization that provides services to a charter school for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor prior to the approval of this Charter. In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. The School will submit written documentation demonstrating due diligence in the selection process of any ESP prior to entering into a contract after the date of this Charter and must demonstrate a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. In the event any ESP is retained by the School, the aggregate amounts paid to such entities shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given school year and shall not accrue from year to year. Any default or breach of the terms of this Charter by the ESP company shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses,

mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

Section 10.B: **ESP Company Added After Charter:** If the School desires to contract with an ESP company subsequent to the execution of this Charter, the proposed contract between the ESP company and the School shall be submitted to the Sponsor for review prior to its execution by the School and any finalized ESP contract shall be provided by the School to the Sponsor within five (5) business days of its execution.

Section 10.C: **Amendments:** All proposed amendments to the contract between an ESP company and the School shall be submitted in advance to the Sponsor for review. A copy of any amended ESP services agreement shall be provided to the Sponsor within five (5) business days of its execution.

Section 10.D: **ESP Contract Amendments that Result in Material Change to Charter:** Any proposed amendment within an ESP contract that would necessitate a material change to this Charter shall require a prior modification of this Charter.

Section 10.E: **Change of ESP Provider:** Unless exigent circumstances exist, the School shall give the Sponsor not less than thirty (30) calendar days notice prior to the termination of any ESP contract. In the event of an immediate termination of an ESP contract, the School will provide immediate notice to Sponsor of its decision. The change of an ESP provider shall require the approval of such change by the parties through a modification of this Charter.

ARTICLE 11: HUMAN RESOURCES

Section 11.A: **Hiring Practices:** The Parties to this Charter agree that the School shall select its own employees. The School agrees to implement the practices and procedures for hiring and dismissal, policies governing salaries, contracts, and benefit packages, and targeted staff size, staffing plan, and projected student-teacher ratio as described in the School's Application (**Appendix 1**). Criteria developed by the School for hiring administrative and support staff shall be in accordance with their educational and/or experiential backgrounds that correspond to the job responsibilities they will be expected to perform. The School must use thorough, consistent, and even-handed termination procedures. The School's governing board will determine salaries, benefits, and Position/Title classification, provided that the School's governing board may establish any additional positions it deems necessary.

Section 11.A.1: **Eligibility of Instructional Staff:** The School agrees to verify that applicants for instructional positions which require certification either hold or are eligible for an educational certificate prior to an offer of hire.

Section 11.B: **Reporting Staffing Changes:** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days of any new hires, leaves of absence, transfers and terminations. The School shall ensure the Total Educational Resources Management System (TERMS) data is updated upon the termination or

hire of instructional staff and/or therapy service providers. The School shall also ensure course assignment changes are reflected as current in TERMS for all instructional staff. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

Section 11.C: **Non-Discriminatory Employment Practices:** The School shall be responsible for promoting diversity in its staff and agrees that its employment practices shall be nonsectarian and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act).

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff. In compliance with those requirements, the School's teachers shall be certified and teaching infield and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with NCLB requirements, all teachers in core academic areas must be certified/qualified based on Florida Statutes and highly qualified as redefined by ESSA. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) calendar days of employment.

Section 11.D.1: **Remedy for Not Meeting Highly Qualified:** If the School fails to meet applicable requirements to employ certified and highly qualified staff, the School shall be responsible for reimbursement of any funding lost or other costs attributable as a result of the School's non-compliance.

Section 11.D.2: **General Knowledge Exam:** The School agrees to monitor and ensure all instructional staff that hold a temporary Florida certificate, who are required by the state to satisfy the General Knowledge Exam, in part or in full have satisfied the Exam requirement in accordance with the timelines established in Section 1012.56(2)(g)(7), Florida Statutes.

Section 11.E: **Fingerprinting and Background Screening:** The School shall, at the School's expense, require all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school shall also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. The School agrees that new applicants shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential employees of the School shall submit official court dispositions for criminal

offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude. All fees associated with the retention of fingerprints are the sole responsibility of the School.

Section 11.F: **Employment Practices:** The School's employment practices shall be in compliance with its Application (**Appendix 1**) and the requirements specified in sections 11.G through 11.R.2 inclusive.

Section 11.G: **Suspended or Revoked Certification or Licensure:** The School agrees not to knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

Section 11.H: **Resignation in Lieu of Disciplinary Action:** The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

Section 11.I: **Codes and Principles of Conduct:** The School agrees that its employees will be required to abide by the guidelines set forth in Rule 6A-10.080, Florida Administrative Code, entitled Code of Ethics of the Education Profession in Florida, and Rule 6A-10.081, Florida Administrative Code, entitled Principles of Professional Conduct for the Education Profession in Florida.

Section 11.J: **Employee Handbook:** The School will adopt an employee handbook and provide a copy of the same (and any amendments thereto) to the Sponsor.

Section 11.K: **Collective Bargaining:** Pursuant to Section 1002.33(12)(b), Florida Statutes, the School's employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the School.

Section 11.L: **Professional Group:** The School's instructional personnel may choose to be part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the School's instructional personnel would not be public employees.

Section 11.M: **Payroll Services:** The School will provide payroll services for all of its employees.

Section 11.N: **Annual Employee Evaluations:** Each of the School's employees will be evaluated annually by the School.

Section 11.O: **Personnel Records:** The School shall maintain personnel files for all persons employed by the School. Such files shall be maintained by the School at a readily-accessible location in Broward County, Florida and shall be open to public inspection as provided by law. The School agrees to provide the Sponsor the names of all applicants for employment if requested.

Section 11.P: **Statutory Prohibitions and Restriction on Employment of Relatives:** The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in a exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:

Section 11.P.1: **"Charter school personnel"** means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

Section 11.P.2: **"Relative"** means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Section 11.R: **Training of Employees:** The School's teachers may participate in training conducted by the Sponsor and the Sponsor's teachers may participate in training conducted by the School.

Section 11.R.1: **Participation and Cost for Training Activities:** Training activities shall be made available by the Sponsor, to School's employees, on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees. Training activities shall be made available by the School to Sponsor's employees on a space available basis and, except in instances of federally funded training, the Sponsor shall pay all of the additional costs associated with the participation of the Sponsor's employees in such training activities at the

same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

Section 11.R.2: **Participation in Federally Funded Training:** Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees. Training activities that are federally funded that are provided by the School shall be made available to Sponsor's employees on a space available basis without any charge to the Sponsor other than any charges that are also incurred by the School for the participation of the School's employees.

ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS

Section 12.A: **Required Reports and Documents:** The School will provide all documents required of it pursuant to the approved Application (**Appendix 1**), this Charter, or the School's governing laws and rules on the date(s) that the reports and documents are due to the sponsor.

ARTICLE 13: SCHOOL FOOD SERVICE

Section 13.A: **School Food Services; Extended Day Programs:** The provision of student food service at the charter school is the responsibility of the School and shall be provided according to applicable district, state and federal rules and regulations. The School shall make breakfast and lunch available to all students. Cafeteria services and extended day programs provided by the School shall be self-supporting. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. If applicable, the School shall distribute Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to students and shall certify student eligibility for such programs using required federal rules and procedures.

Section 13.B: **Meal Service Options and Definitions:** The School shall provide food service to the charter school by one of the following means:

Section 13.B.1: Enter into an agreement with the Florida Department of Agriculture, Division of Food, Nutrition, and Wellness, to administer the National School Lunch and National Breakfast Program at the charter school; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Agriculture;

Section 13.B.2: Enter into an agreement with a third-party vendor to have food service provided either to the site of the charter school or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Agriculture;

Section 13.B.3: Enter into a separate agreement with the Sponsor to have food service provided to the charter school. Under such an agreement, the Sponsor would define and provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system (satellite or pick-up); the Sponsor would establish the per meal charges to the School and, if applicable, establish the delivery charges to the School; the Sponsor would provide Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to the School for distribution by the School to households for completion after the School's representatives attend a required application approval training program; the School would provide to Sponsor, and keep current, a master list of students and their eligibility status for free, reduced or full paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the Sponsor would provide types of meal service, the costs and a delivery or pick-up system as agreed upon by the parties; the Sponsor would complete and submit reimbursement claims to the Florida Department of Agriculture; and the School would pay the Sponsor's Food Service Department for meals served on a monthly basis by the fifth day of each month; or

Section 13.B.4: Enter into an agreement with a third party vendor to have food service provided either to the site of the charter school or by pick-up, to determine if the meals are to be hot or cold, bulk serving or individually packed, and to provide any legally mandated breakfast and lunch assistance programs without participating in any government subsidized school breakfast and lunch programs.

Section 13.C: **Applicable Regulations:** The School shall comply with all USDA and FLDOE regulations that are applicable to its child nutrition program.

ARTICLE 14: MISCELLANEOUS PROVISIONS

Section 14.A: **Impossibility:** Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter 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 extraordinary expense.

Section 14.B: **Drug-Free Workplace:** The School is a Drug-Free Work Place. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Work Place policy and any amendments thereto.

Section 14.C: **Entire Agreement:** This Charter and the appendices hereto shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Charter School Agreement shall require approval of the Sponsor.

Section 14.D: **No Assignment without Consent:** This Charter shall not be assigned by either Party without the prior written consent of the other party, provided that the School may enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative without the consent of the Sponsor.

Section 14.E: **No Waiver:** No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

Section 14.F: **Default:** Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, notice of a default of a material provision of this Charter will be furnished to the defaulting party by the non-defaulting party. Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter or when a shorter period of time to effect compliance is required by applicable law or rules, the defaulting party will be permitted twenty (20) calendar days to remedy the identified default.

Section 14.G: **Survival Including Post-Termination of Charter:** All representations and warranties made herein, indemnification obligations, obligations to reimburse the Sponsor, obligations to maintain and allow inspection and audit of records and property, reporting requirements and obligations to return public funds or property purchased with public funds shall survive the termination of this Charter.

Section 14.H: **Severability:** If any provision or any section of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Charter and all such remaining provisions shall continue in full force and effect, notwithstanding.

Section 14.I: **Third-Party Beneficiary:** This Charter is not intended to create any rights of a third-party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.

Section 14.J: **Choice of Laws and Venue:** This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Broward County, Florida. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. This Charter shall be interpreted and construed according to the laws of the State of Florida. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the FLDOE or any other agencies regulating the School.

Section 14.K: **Notice Provision:** All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice

given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the address set forth below:

THE SPONSOR: Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

WITH COPY TO: Office of the General Counsel
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

THE SCHOOL: **Riverside Science Inc.,**
Broward Math and Science Schools
6101 NW 31st Street Margate, FL 33063

By giving the other party at least fifteen (15) calendar days written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

Section 14.K.1: **Routine Communication:** For the purposes of day-to-day communication pertaining to the operations of the School, the Sponsor and School shall communicate via general electronic mail, (email), school specific email, verbal communication, US Postal service or via uploads of required documentation and comments on Charter.Tools or other like electronic document management system.

Section 14.L: **Authority:** Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party for whom he or she signs and to bind and obligate such party with respect to all provisions contained in this Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

Section 14.M: **Conflict:** In the event of any conflict between the provisions of this Charter and any Appendix, this Charter shall prevail.

Section 14.N: **Dispute Resolution:** Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the

Sponsor's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

Section 14.N.1: The following dispute resolution process, not otherwise preempted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute.

Section 14.N.2: Notwithstanding this provision, either party may seek any and all legal remedies available to it including, without limitation, mediation through the FLDOE or those additional remedies set forth in Section 1002.33(6)(i), Florida Statutes.

Section 14.N.3: The dispute resolution procedure is as follows:

STEP 1: As a first step, informal discussion occurs between representatives of the School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step One, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the Sponsor or the School outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: Meeting between the governing board of the School and the Sponsor's staff or representative to discuss the issue(s) and attempt resolution of same, and propose modifications or amendments to the terms and conditions of the Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

STEP 4: An item will be placed upon the agenda of the Sponsor's regular school board meeting to enable the Sponsor to render a final decision regarding the issue(s) which are in dispute.

Section 14.O: **Citations:** All Florida Statutes, State Board of Education Rules, or School Board Policies cited herein shall refer to the edition in effect when this Charter is executed or extended, subject to subsequent amendment of such statutes.

Section 14.P: **Headings:** The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

Section 14.Q: **Advice of Counsel:** The School and the Sponsor both state that they have been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

Section 14.R: **Counterparts:** This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

Section 14.S: **Remedial Measures:** The School will implement all of the following remedial measures.

Section 14.S.1: The School will follow the Florida Department of Education Division of K-12 Public Schools Bureau of Exceptional Education and Student Services School District (Broward) Exceptional Student Education Policies and Procedures (SP&P)

Section 14.S.2: The School will implement the requirements of all state and federal statutes or rules affecting programs for and the provisions of service to exceptional students as specified in Section 1002.33(16)3, Florida Statutes and Rules 6A-6.03028 and 6A-6.03411(2), Florida Administrative Code.

Section 14.S.3: The School will demonstrate compliance in all areas of Exceptional Student Education (ESE) Program implementation (Students with Disabilities and Gifted) based on an ESE Programmatic Onsite Analysis and/or Desktop Review during each year of the terms of this agreement. Any concerns and/or deficiencies will be remediated as written in the response action plan.

Section 14.S.4: The School will provide English Language Learners (ELLs) with program and services in accordance with federal and state and district policies related to ELLs.

Section 14.S.5: The School will comply with the META Consent Decree and with the Sponsor's State-Approved ELL Plan in identifying ELL students and for the provision of required ESOL services.

Section 14.S.6: The School will implement and monitor procedures to address the needs of ELLs, including but not limited to, identification, appropriate placement, required accommodations, and equal access to remedial and enrichment programs.

Section 14.S.7: The School will maintain accurate and updated records on the Sponsor's student information systems for ELLs; TERMS and ELLevation.

Section 14.S.8: The School will participate in district meetings and training regarding compliance updates for ESOL as well as training for state and district assessments.

Section 14.S.9: The School will demonstrate compliance in all areas of ESOL Program implementation based on an ESOL Programmatic Onsite Analysis and/or Desktop Review during each year of the terms of this agreement. Any concerns and/or deficiencies will be remediated as written in the response action plan.

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

FOR THE SCHOOL

(Corporate Seal)

Riverside Science Inc.

Name of Governing Entity (Not for Profit)

Attest:

Secretary
or

Witness

Witness

by: Renat Shaykhutdinov
Name and Title
Governing Board President

STATE OF Florida

COUNTY OF Palm Beach

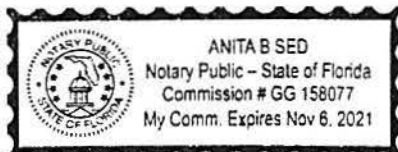
The foregoing instrument was acknowledged before me this 8 day of 4, 2019 by
Renat Shaykhutdinov of Riverside Science Inc.
Name of Person on behalf of the Governing Entity Name of Governing Entity (Not for Profit)

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

My commission expires:

(SEAL)

My commission expires: 11/06/2021



Anita B. Sed
Signature – Notary Public
Anita B. Sed
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

ATTEST:

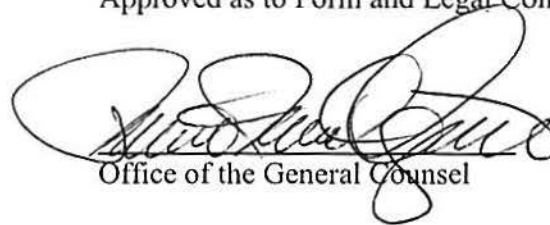


Robert W. Runcie
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



04/10/19
Office of the General Counsel

2018 Charter Renewal Program Review

Charter Renewal Application #000351

Broward Math And Science Schools

Location Code: 5038

Submitted To:

Broward County Public Schools
Broward County Public Schools
600 SE 3rd Ave.
Fort Lauderdale, FL 33301

Phone: 754-321-2135
Fax: 754-321-2138

Submitted By:

ALI GUMUS
6101 NW 61ST Street Margate, Florida 33063

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**1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL
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GENERAL

A. School Information

Open Date: **July 1, 2014**
 Proposed Name: **Broward Math And Science Schools**
 School Type: **Elementary / Middle**
 Grade Levels: **[K, 1, 2, 3, 4, 5, 6, 7, 8]**
 School District: **Broward County School District**
 Neighborhood / Community: **Margate**
 Organization Type: **Non-profit Corporation**
 Sponsoring Entity: **Non-profit Organization**
 Address: **6101 NW 31st St Margate, Florida 33063**
 Phone: **(954) 9698488**
 Fax: **9547567053**
 Web Site: **www.bmsschools.org**
 Calendar Type: **Standard - 180 instructional days**
 Educational Service: **(None)**
 Provider:

B. Primary Contact Person

Name: **ALI GUMUS**
 Mailing Address: **6101 NW 61ST Street Margate, Florida 33063**
 Mobile Phone: **9544780635**
 Alternate Phone: **9549698488**
 Email: **agumus@bmsschools.org**
 Current Employer: **Broward Math & Science Schools**

C. Attendance Projections

Grade Level	2014-15 Enrollment		2015-16 Enrollment		2016-17 Enrollment		2017-18 Enrollment		2018-19 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
K	36	36	36	54	36	54	36	54	36	54
1	36	54	36	54	36	54	36	54	36	54
2	36	36	36	54	36	54	36	54	36	54
3	36	36	36	36	36	54	36	54	36	54
4	36	44	36	44	36	66	36	66	36	66
5	36	44	36	44	36	44	36	66	36	66
6	36	44	36	44	40	44	40	66	43	66
7	30	44	36	44	36	44	40	44	43	44
8	22	22	22	22	29	44	33	44	35	44
Total	304	360	310	396	321	458	329	502	337	502

D. Board Members

Name	Title	Contact Information	Current Employer
Cinar, Rasim	Board Secretary	P: 561 713 9700 M: 561 713 9700 E: rasimcncr@gmail.com	
GUMUS, ALI	Emergency Contact	P: 9549698488 M: 9544780635 E: agumus@bmsschools.org	Broward Math & Science Schools
Kaya, Hasan	Board Vice Chairperson	P: 305 490 4539 M: 305 490 4539 E: pisceshasan@hotmail.com	
Regalado, Marcos	Board Member	P: 305 502 5234 M: 305 502 5234 E: marcosregalado98@gmail.com	
Shaykhutdinov, Renat	Board Chairperson	P: 5123639375 M: 5123639375 E: chaikhou@yahoo.com	

CHARTER SCHOOL RENEWAL INSTRUCTIONS

1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

Attachments

Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

– No Attachments –

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

1. COVER SHEET

Attachments

Section 1: COVER SHEET

1.1 [Cover Sheet-Executed](#)

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SECTION BREAKDOWN

1. SECTION BREAKDOWN

Renewal Program Review Section Breakdown

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EXECUTIVE SUMMARY

1. Executive Summary

EXECUTIVE SUMMARY

Broward Math and Science Schools (BMSS) opened the doors to students in the 2014-2015 academic year. In the first year of operations the number of students enrolled at BMSS was approximately 95 students (104 weighted). The number of students in the second year (2015-2016) has more than doubled to achieve 192 (209 weighted) in overall enrollment; reached 258 (280 weighted) in the subsequent third 2016-2017 academic year; and 323 (349 weighted) in most recent 2017-2018 year. We are confident that during the next 2018-2019 academic year the overall enrollment will exceed the projected number of 350 students.

Since its inception, BMSS has been diligently taking part in the required federal and state accountability measurements. The School fulfilled state assessments for all required grade levels and subjects and received school grades every year starting in the 2014-2015 academic year. As reflected on the FLDOE School Report Card, BMSS (#5038) earned the following grades: "B" in 2014-2015, "B" in 2015-2016, and "C" in 2016-2017 (FLDOE Report Card Appendix F). According to 2015-2016 test scores, Broward Math & Science Schools #5038 was in the top 10 percent for Improvement in ELA Achievement from 2014-2015 to 2015-2016. Broward Math and Science Schools has not been included in the School Improvement Plan and was not required to create such as plan throughout the period of its operation.

The mission of BMSS is to provide students with a well-rounded elementary and middle school education with special emphasis on Science, Technology, Engineering, Mathematics (STEM), and Reading in the light of research-based, proven and innovative instructional methods in a stimulating environment. As a school of choice, BMSS believes its focus on STEM and reading appeal to those students and parents interested in the School's mission. The School believes that data-driven decision-making is a key component in teaching and that effective and efficient data management practices provide improved student achievement information for classroom teachers in a timely manner. The School has adequate infrastructure, staff and resources to implement its mission. The School has a dedicated science lab, STEM room, two computer labs, iPad carts, and additional desktops and chrome books in classroom settings, which all help to reinforce STEM related activities across the grade levels. Students are scheduled to go to science labs in addition to their regular science hands on activities and demonstrations in classroom settings. Science Olympiad and Robotics Teams have been organized and partook in relevant competitions (described in detail below) as part of STEM activities. As an indicator of the effectiveness of such measures, our science scores have significantly increased from 50% to 62% in the most recent state assessment. We believe that the School is on right track with improving its science scores. Further, new STEM programs are planned to be introduced in the new charter term, such as PLTW, computer applications, and coding.

The BMSS staff has been sponsoring different STEM-related extra-curricular club activities, such as Science Olympiad Teams and a Robotics Team. The BMSS Science Olympiad Team participated in several regional competitions in South and North Florida and received four gold medals, five silver medals, and six bronze medals. The BMSS FLL Robotics team won the "Innovative Project Award" at a competition event conducted in South Florida.

All teachers employed at BMSS have earned a Bachelor's degree and hold a Florida Teaching Certificate or are working towards earning their certification. To increase the quality of teachers BMSS has uniformly implemented the textbook and i-Ready resource training.

During the first term of the charter, the School was able to deliver on most of the goals connected to its mission. However, the School was not able to achieve one of the mission specific goals related to the high school portion of the charter. BMSS faced several unprecedented challenges securing a suitable facility. Due to building capacity limitation and challenges in real estate market, BMSS will be modifying its mission to remove the high school portion.

Additionally, concerns voiced in the most recent OSPR are being addressed and will continue to be high on the priority list of BMSS Board and administration. The School is actively working on fully complying with Marjory Stoneman Douglas High School Public Safety Act and has a specific and short timeline for fulfilling its obligations.

In addition, the School owed the Broward School District approximately \$333,000, two months' worth of the School's revenue. The debt was incurred due to the facility-related issues and the subsequent delay in opening the School after its initial approval by the District. Yet, one of indicators of the School's financial success was its ability to repay that outstanding liability within the first charter term while maintaining its fiscal solvency. The School established sound financial procedures to safeguard the finances, meet the School's financial obligations, and remain in good standing. As such, BMSS has shown its resilience in the face of unforeseen expenditures as reflected in its current net balance and anticipated surplus. Furthermore, the projected five-year budget demonstrates that the School will continue to operate with a surplus.

The projected increase in surplus will enable the School to continue its growth in enrollment as well as in depth and breadth of its academic offerings, both qualitatively and quantitatively.

Attachments

Section 1: Executive Summary

– No Attachments –

EDUCATIONAL PERFORMANCE

1. FEDERAL AND STATE ACCOUNTABILITY

A. Explain the charter school's current School Improvement Status.

- How has the school met these standards required for federal and state accountability?
- If the charter school has not met these standards, what measures will be implemented for improvement?

Since the inception of BMSS, the school has been diligently taking part of required federal and state accountability measures. The School has been participating state assessments for all required grade levels and subjects and receiving school grades every year.

Broward Math and Science Schools #5038 has not been identified for School Improvement Plan since the first contract year 2014-2015. Therefore, BMSS is not required to create a School Improvement Plan. BMSS #5038 received grade of "C" for the 2017-2018 school year from the Florida Department of Education. As reflected on the FLDOE School Report Card, BMSS #5038 earned the following grades: 2014-2015 "B", 2015-2016 "B" and 2016-2017 "C" (FLDOE Report Card Appendix F)

B. Include the school's plan to increase and/or maintain its AMO status for the upcoming term of the charter.

The last year that AMO applied to the schools was 2013-2014. Our school's first testing year was 2014-2015. Therefore, this section is not applicable.

The school's plan to increase and/or maintain test scores is as follows:

NWEA MAP (first four years) and i-Ready (this year) has been implemented to monitor students' progress three times a year. After each test period, tutoring groups and instructional groupings have been identified again by grade level teacher and administrative team. Resource teachers has been conducting push-in and pull-out tutoring sessions throughout the school year. After school tutoring sessions, Saturday tutoring sessions, pull-out, pull-in sessions have been offered to students that have been identified as the lowest 30% or have been identified by our administrative team and teachers that may need additional help by using progress monitoring tests results.

Our teachers also use supplemental resources such as i-Ready Instructional toolbox to ensure that our students demonstrate mastery in Florida standards. Teacher also prepare Standard Based Assessments, benchmark and mini benchmarks to monitor standard mastery.

C. Identify any subgroups that did not achieve its AMO targets and how the charter school is using data to drive instruction to reach the students in this/these subgroup(s).

AMO is no longer a school accountability component. However, to ensure success on FSA for all of our students and subgroups, our students participate in an ongoing progress monitoring program that identifies strengths and weaknesses in reading and math. Teachers use data from formative and summative assessments such as NWEA MAP, i-Ready, Standard Based Assessments, Mini-Benchmarks to identify small groups and provide differentiated instruction.

Based on the identified groups, we conduct push-in or pull-out tutoring sessions throughout the school year. After school tutoring sessions, Saturday tutoring sessions, pull-out, pull-in sessions have been offered to students that have been identified as the lowest 30% or have been identified by our administrative team and teachers that may need additional help by using progress monitoring tests results.

Broward Math and Science Schools #5038 targets specific student needs for our language learners using the data from ACCESS. All of our teachers are able to differentiate instruction to meet the needs of those language learners to work towards their proficiency. The school's core curriculum programs have components and resources specifically for students of English Language Learners. These components are comparable to those used by native English speakers. This allows teachers to differentiate the instruction and collect data in English/language arts, communication skills and reading/writing levels according to the language acquisition stage at which the student is operating. The data on the appropriate language development levels provides optimal opportunity for proficiency using a variety of instructional sources. Teachers work with ELL students on creating and maintaining a progress plan to track the students' progress. The plan will be used to show the areas of success and growth that the student maintains. The plan further identifies the type of help needed to equip the student with the ability achieve high standards of proficiency and to comprehensively communicate in English. In addition, all ELL students will be referred to Tier 2 of Rtl, where the Collaborative Problem-Solving Team will meet to discuss interventions and strategies to support the ELL students continued academic success and make progress toward grade-level achievement goals.

Please see the Table.1 in the attachment section of FEDERAL AND STATE ACCOUNTABILITY for percentage of the subgroups in our school.

D. Summarize the demonstrated proficiency or the charter school's progress toward meeting proficiency in subjects tested (math, reading, writing, and science).

- **If the school is not using state assessments such as FSA or EOC, what assessments are administered?**
- **How often is student progress monitored?**

Broward Math & Science Schools #5038 administers state assessments to demonstrate progress towards meeting proficiency in Math, Reading, Writing, Science and Social Studies. In addition to this, all students in our school take progress monitoring tests three times a year.

According to 2015-2016 test scores, Broward Math & Science Schools #5038 was in the top 10 percent for Improvement in ELA Achievement from 2014-2015 to 2015-2016.

The summary of the demonstrated proficiency in state tests is as follows:

THIRD GRADE:

2014-2015 Spring Florida Standards Assessment (FSA) Data:

2014-2015 Spring ELA Grade 3 Retrofitted School Results Data:

- Fourteen third grade students participated in the 2015 Spring English Language Arts Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 300.
- Forty-three percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 21

- Level 2: 36
- Level 3: 29
- Level 4: 0
- Level 5: 14

2014-2015 Spring Math Grade 3 Retrofitted School Results Data:

- Fourteen third grade students participated in the 2015 Spring Math Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 307.
- Seventy-nine of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 0
- Level 2: 21
- Level 3: 36
- Level 4: 36
- Level 5: 7

2015-2016 Spring Florida Standards Assessment (FSA) Data:

2015-2016 Spring ELA Grade 3 School Results Data:

- Twenty third grade students participated in the 2016 Spring ELA Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 304.
- Sixty-five percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 15
- Level 2: 20
- Level 3: 30
- Level 4: 30
- Level 5: 5

2015-2016 Spring Math Grade 3 School Results Data:

- Twenty third grade students participated in the 2016 Spring Math Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 305.
- Seventy percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 5
- Level 2: 25
- Level 3: 40
- Level 4: 20
- Level 5: 10

2016-2017 Spring Florida Standards Assessment (FSA) Data:

2016-2017 Spring ELA Grade 3 School Results Data:

- Twenty-five third grade students participated in the 2017 Spring ELA Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 303.
- Fifty-two percent of the students were proficient scoring a level 3 or above.

- Percentage in each achievement level are as follows:
- Level 1: 12
- Level 2: 36
- Level 3: 32
- Level 4: 12
- Level 5: 8

2016-2017 Spring Math Grade 3 School Results Data:

- Twenty-five third grade students participated in the 2017 Spring Math Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 295.
- Twenty-eight percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 28
- Level 2: 44
- Level 3: 4
- Level 4: 12
- Level 5: 12

2017-2018 Spring Florida Standards Assessment (FSA) Data:

2017-2018 Spring ELA Grade 3 School Results Data:

- Twenty-nine third grade students participated in the 2018 Spring ELA Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 298.
- Forty-five percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 14
- Level 2: 41
- Level 3: 34
- Level 4: 3
- Level 5: 7

2017-2018 Spring Math Grade 3 School Results Data:

- Twenty-nine third grade students participated in the 2018 Spring Math Grade 3 Florida Standards Assessment.
- The mean developmental scale score was a 295.
- Forty-five percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 17
- Level 2: 38
- Level 3: 31
- Level 4: 14
- Level 5: 0

FOURTH GRADE:

2014-2015 Spring Florida Standards Assessment (FSA) Data:

2014-2015 Spring ELA Grade 4 Retrofitted School Results Data:

- Fifteen fourth grade students participated in the 2015 Spring English Language Arts Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 306.
- Thirty-three of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 33
- Level 2: 33
- Level 3: 20
- Level 4: 7
- Level 5: 7

2014-2015 Spring Math Grade 4 Retrofitted School Results Data:

- Fifteen fourth grade students participated in the 2015 Spring Math Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 310.
- Forty-seven of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 27
- Level 2: 27
- Level 3: 13
- Level 4: 27
- Level 5: 7

2015-2016 Spring Florida Standards Assessment (FSA) Data:

2015-2016 Spring ELA Grade 4 School Results Data:

- Twenty-two fourth grade students participated in the 2016 Spring English Language Arts Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 302.
- Thirty-six percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 32
- Level 2: 32
- Level 3: 23
- Level 4: 9
- Level 5: 5

2015-2016 Spring Math Grade 4 School Results Data:

- Twenty-two fourth grade students participated in the 2016 Spring Math Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 318.
- Seventy-three of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 9
- Level 2: 18
- Level 3: 41
- Level 4: 23
- Level 5: 9

2016-2017 Spring Florida Standards Assessment (FSA) Data:

2016-2017 Spring ELA Grade 4 School Results Data:

- Seventeen fourth grade students participated in the 2017 Spring English Language Arts Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 307.
- Fifty-three percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 18
- Level 2: 29
- Level 3: 41
- Level 4: 12
- Level 5: 0

2016-2017 Spring Math Grade 4 School Results Data:

- Sixteen fourth grade students participated in the 2017 Spring Math Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 307.
- Thirty-eight percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 19
- Level 2: 44
- Level 3: 31
- Level 4: 6
- Level 5: 0

2017-2018 Spring Florida Standards Assessment (FSA) Data:

2017-2018 Spring ELA Grade 4 School Results Data:

- Thirty fourth grade students participated in the 2018 Spring English Language Arts Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 300.
- Twenty-seven percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 47
- Level 2: 27
- Level 3: 17
- Level 4: 7
- Level 5: 3

2017-2018 Spring Math Grade 4 School Results Data:

- Thirty fourth grade students participated in the 2018 Spring Math Grade 4 Florida Standards Assessment.
- The mean developmental scale score was a 307.
- Forty-three percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 33
- Level 2: 23

- Level 3: 27
- Level 4: 10
- Level 5: 7

FIFTH GRADE:

2014-2015 Spring Florida Standards Assessment (FSA) Data:

2014-2015 Spring ELA Grade 5 Retrofitted School Results Data:

- Ten fifth grade students participated in the 2015 Spring English Language Arts Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 321.
- Thirty percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 10
- Level 2: 60
- Level 3: 20
- Level 4: 0
- Level 5: 10

2014-2015 Spring Math Grade 5 Retrofitted School Results Data:

- Ten fifth grade students participated in the 2015 Spring Math Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 332.
- Seventy percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 0
- Level 2: 30
- Level 3: 40
- Level 4: 0
- Level 5: 30

2014-2015 Spring NGSS Science Assessment Grade 5 School Results Data:

- Ten fifth grade students participated in the 2015 Spring Science Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 200.
- Sixty percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 10
- Level 2: 30
- Level 3: 30
- Level 4: 30
- Level 5: 0

2015-2016 Spring Florida Standards Assessment (FSA) Data:

2015-2016 Spring ELA Grade 5 School Results Data:

- Thirty-one fifth grade students participated in the 2016 Spring English Language Arts Grade

5 Florida Standards Assessment.

- The mean developmental scale score was a 318.
- Forty-eight percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 26
- Level 2: 26
- Level 3: 23
- Level 4: 19
- Level 5: 6

2015-2016 Spring Math Grade 5 School Results Data:

- Thirty-one fifth grade students participated in the 2016 Spring Math Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 326.
- Fifty-eight percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 16
- Level 2: 26
- Level 3: 23
- Level 4: 13
- Level 5: 23

2015-2016 Spring NGSS Science Assessment Grade 5 School Results Data:

- Thirty-one fifth grade students participated in the 2016 Spring Science Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 196.
- Fifty percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 35
- Level 2: 16
- Level 3: 26
- Level 4: 10
- Level 5: 13

2016-2017 Spring Florida Standards Assessment (FSA) Data:

2016-2017 Spring ELA Grade 5 School Results Data:

- Twenty-two fifth grade students participated in the 2017 Spring English Language Arts Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 320.
- Forty-one percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 18
- Level 2: 41
- Level 3: 14
- Level 4: 18
- Level 5: 9

2016-2017 Spring Math Grade 5 School Results Data:

- Twenty-two fifth grade students participated in the 2017 Spring Math Grade 5 Florida

Standards Assessment.

- The mean developmental scale score was a 320.
- Fifty-nine percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 27
- Level 2: 14
- Level 3: 45
- Level 4: 9
- Level 5: 5

2016-2017 Spring NGSS Science Assessment Grade 5 School Results Data:

- Twenty-two fifth grade students participated in the 2017 Spring Science Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 198.
- Fifty percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 9
- Level 2: 41
- Level 3: 41
- Level 4: 5
- Level 5: 5

2017-2018 Spring Florida Standards Assessment (FSA) Data:

2017-2018 Spring ELA Grade 5 School Results Data:

- Twenty-seven fifth grade students participated in the 2018 Spring ELA Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 317.
- Forty-four percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 19
- Level 2: 37
- Level 3: 30
- Level 4: 15
- Level 5: 0

2017-2018 Spring Math Grade 5 School Results Data:

- Twenty-seven fifth grade students participated in the 2018 Spring Math Grade 5 Florida Standards Assessment.
- The mean developmental scale score was a 325.
- Sixty-three percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 4
- Level 2: 33
- Level 3: 41
- Level 4: 19
- Level 5: 4

2017-2018 Spring NGSS Science Assessment Grade 5 School Results Data:

- Twenty-seven fifth grade students participated in the 2018 Spring Science Grade 5 Florida

Standards Assessment.

- The mean developmental scale score was a 211.
- Seventy-four percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 4
- Level 2: 22
- Level 3: 33
- Level 4: 22
- Level 5: 19

SIXTH GRADE:

2015-2016 Spring Florida Standards Assessment (FSA) Data:

2015-2016 Spring ELA Grade 6 School Results Data:

- Nineteen sixth grade students participated in the 2016 Spring ELA Grade 6 Florida Standards Assessment.
- The mean developmental scale score was a 325.
- Forty-two percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 26
- Level 2: 32
- Level 3: 11
- Level 4: 32
- Level 5: 0

2015-2016 Spring Math Grade 6 School Results Data:

- Nineteen sixth grade students participated in the 2016 Spring Math Grade 6 Florida Standards Assessment.
- The mean developmental scale score was a 337.
- Sixty-eight percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 11
- Level 2: 21
- Level 3: 32
- Level 4: 16
- Level 5: 21

2016-2017 Spring Florida Standards Assessment (FSA) Data:

2016-2017 Spring ELA Grade 6 School Results Data:

- Twenty-five sixth grade students participated in the 2017 Spring ELA Grade 6 Florida Standards Assessment.
- The mean developmental scale score was a 326.
- Forty-eight percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 24
- Level 2: 28
- Level 3: 16

- Level 4: 32
- Level 5: 0

2016-2017 Spring Math Grade 6 School Results Data:

- Twenty-five sixth grade students participated in the 2017 Spring Math Grade 6 Florida Standards Assessment.
- The mean developmental scale score was a 328.
- Fifty-six percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 12
- Level 2: 32
- Level 3: 36
- Level 4: 12
- Level 5: 8

2017-2018 Spring Florida Standards Assessment (FSA) Data:

2017-2018 Spring ELA Grade 6 School Results Data:

- Twenty-seven sixth grade students participated in the 2018 Spring ELA Grade 6 Florida Standards Assessment.
- The mean developmental scale score was a 320.
- Forty-four percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 22
- Level 2: 33
- Level 3: 30
- Level 4: 15
- Level 5: 0

2017-2018 Spring Math Grade 6 School Results Data:

- Twenty-seven sixth grade students participated in the 2018 Spring Math Grade 6 Florida Standards Assessment.
- The mean developmental scale score was a 326.
- Sixty-three percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 19
- Level 2: 19
- Level 3: 30
- Level 4: 30
- Level 5: 4

SEVENTH GRADE:

2016-2017 Spring Florida Standards Assessment (FSA) Data:

2016-2017 Spring ELA Grade 7 School Results Data:

- Seventh Grade has less than ten students, no school report was available for this reason.

2016-2017 Spring Math Grade 7 School Results Data:

- Seventh Grade has less than ten students, no school report was available for this reason.

2016-2017 Spring NGSS Civics EOC Assessment Grade 7 School Results Data:

- Ten seventh grade students participated in the 2017 Spring Civics Grade 7 NGSS Civics EOC Assessment.
- The mean developmental scale score was a 389.
- Fifty percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
 - Level 1: 20
 - Level 2: 30
 - Level 3: 40
 - Level 4: 0
 - Level 5: 10

2017-2018 Spring Florida Standards Assessment (FSA) Data:

2017-2018 Spring ELA Grade 7 School Results Data:

- Twenty-seven seventh grade students participated in the 2018 Spring ELA Grade 7 Florida Standards Assessment.
- The mean developmental scale score was a 329.
- Forty-eight percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
 - Level 1: 22
 - Level 2: 30
 - Level 3: 26
 - Level 4: 22
 - Level 5: 0

2017-2018 Spring Math Grade 7 School Results Data:

- Twenty-seven seventh grade students participated in the 2018 Spring Math Grade 7 Florida Standards Assessment.
- The mean developmental scale score was a 337.
- Sixty-seven percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
 - Level 1: 22
 - Level 2: 11
 - Level 3: 19
 - Level 4: 37
 - Level 5: 11

2017-2018 Spring NGSS Civics EOC Assessment Grade 7 School Results Data:

- Twenty-eight eighth grade students participated in the 2018 Spring Civics Grade 7 NGSS Civics EOC Assessment.
- The mean developmental scale score was a 405.
- Seventy-one percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
 - Level 1: 11
 - Level 2: 18

- Level 3: 25
- Level 4: 29
- Level 5: 18

EIGHTH GRADE:

2017-2018 Spring Florida Standards Assessment (FSA) Data:

2017-2018 Spring ELA Grade 8 School Results Data:

- Fourteen eighth grade students participated in the 2018 Spring ELA Grade 8 Florida Standards Assessment.
- The mean developmental scale score was a 328.
- Twenty-nine percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 29
- Level 2: 43
- Level 3: 14
- Level 4: 14
- Level 5: 0

2017-2018 Spring Math Grade 8 School Results Data:

- Fourteen eighth grade students participated in the 2018 Spring Math Grade 8 Florida Standards Assessment.
- The mean developmental scale score was a 334.
- Forty-three percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 43
- Level 2: 14
- Level 3: 0
- Level 4: 21
- Level 5: 21

2017-2018 Spring NGSS Science Assessment Grade 8 School Results Data:

- Fourteen eighth grade students participated in the 2018 Spring NGSS Science Assessment Grade 8.
- The mean developmental scale score was a 195.
- Thirty-six percent of the students were proficient scoring a level 3 or above.
- Percentage in each achievement level are as follows:
- Level 1: 21
- Level 2: 43
- Level 3: 7
- Level 4: 29
- Level 5: 0

E. Explain if the students are making one year's worth of growth annually in mathematics and reading. If the students are not, what measures will the charter school implement?

The students are making one year's worth of growth annually. Over the past four years, a range of forty-five to fifty percent of students made learning gains in reading and a range of thirty-six to eighty percent of the students made learning gains in math. From 2014 through 2018, the overall average learning gains in reading are forty-eight percent and the overall average learning gains in math are fifty-eight percent.

Please see the Table.2 in the attachment section of FEDERAL AND STATE ACCOUNTABILITY for percent of students making learning gains in our school.

Broward Math and Science Schools #5038 showed one year's worth of growth annually in ELA and Math in the 2015 - 2016 school year 50% and 80% respectively. In the 2016-2017 school year, 50% and 36% of students showed one year worth of growth in ELA and Math respectively. The following school year, in 2017-2018, while percent of students making learning gain increased from 36% to 59% in Math, the percentage has dropped from 50% to 45% in ELA.

BMSS has been implementing instructional support measures to ensure that students make one year worth of learning gain in ELA and Math. Based on the ongoing progress monitoring program, we offer push-in or pull-out, after school and Saturday tutoring sessions to students identified as the lowest 30%. Students identified as Level 1 and 2 in state assessments in Math and ELA are scheduled into Intensive Reading and Math classes to ensure they get the instruction needed to close the achievement gap. Students at risk of dropping to a lower level or students with DSS close to increasing to a higher level are identified and closely monitored in data chats.

The school is planning to hire dedicated reading and math coaches starting from the second year of the renewal term and assign the reading and math coach duties to lead teachers for the first year of the renewal term. The coaches will work with the Math and Reading teachers and provide instructional support by visiting classrooms, providing feedback, and coaching on best practices. They will closely monitor the progress of at-risk students by analyzing i-Ready Diagnostics, Standards Based Benchmark assessments, mini-benchmark assessments and formative assessments and discuss the results during data chats with students and teachers to make necessary instructional implications. The coaches will ensure implementation of reading strategies across the curriculum. Teachers will be provided in-depth training on implementing best instructional reading and writing practices within the content areas.

F. Of the students in the lowest 25%, explain if 50% of those students are making one year's worth of growth annually in mathematics and reading. If the students are not, what measures will the charter school implement?

Florida Standards Assessment Evaluation of Learning Gains within Lowest 25%

2015-2016: Fifty percent of students in the lowest 25% made learning gains in English Language Arts (ELA), Seventy-five percent of students in the lowest 25% made learning gain in Mathematics.

2016-2017: Fifty percent of students in the lowest 25% made learning gains in English Language Arts (ELA), Thirty-one percent of students in the lowest 25% made learning gain in Mathematics.

2017-2018: Thirty-five percent of students in the lowest 25% made learning gains in English Language Arts (ELA), Forty-one percent of students in the lowest 25% made learning gain in Mathematics.

BMSS has committed to make sure the bottom 25% is making learning gains by implementing

additional measures. The school is planning to hire dedicated reading and math coaches starting from the second year of renewal term. As for the first year of the renewal term, the school will assign the reading and math coaching duties to lead teachers in those subjects.

The coaches will work with the Math and Reading teachers and provide instructional support by visiting classrooms, providing feedback, and coaching on best practices. They will closely monitor the progress of students in the bottom 30% by analyzing i-Ready Diagnostics, Standards Based Benchmark assessments, mini-benchmark assessments and formative assessments and discuss the results during data chats with students and teachers to make necessary instructional implications. The coaches will ensure implementation of reading strategies across the curriculum. Teachers will be provided in-depth training on implementing best instructional reading and writing practices within the content areas.

G. Verify that the school is appropriately administering applicable state standardized tests to its students. If the school is not testing the appropriate percentage of students, what measures will the charter school take to ensure the appropriate numbers of students are being tested?

2014-2015 School Year

One-hundred percent of students enrolled in Broward Math & Science School #5038 participated in the third through fifth grade Florida Standards Assessments in Reading and Mathematics.

Students enrolled in fifth grade courses participated in in the NGSS Grade 5 Science exam.

2015-2016 School Year

Ninety-nine percent of students enrolled in Broward Math & Science School #5038 participated in the third through sixth grade Florida Standards Assessment in Reading and Mathematics.

Students enrolled in fifth grade courses participated in in the NGSS Grade 5 Science exam.

2016-2017 School Year

Ninety-three percent of students enrolled in Broward Math & Science School #5038 participated in third through seventh grade the Florida Standards Assessment in Reading and Mathematics.

Students enrolled in fifth grade courses participated in in the NGSS Grade 5 Science Exam.

Students enrolled in seventh grade courses participated in the NGSS Civics End-of-Course Exam.

2017-2018 School Year

Ninety-nine percent of students enrolled in Broward Math & Science School #5038 participated in the third through eighth grade Florida Standards Assessment in Reading and Mathematics.

Students enrolled in fifth and eighth grade courses participated in in the NGSS Grade 8 Science exam.

Students enrolled in seventh grade courses participated in the NGSS Civics End-of-Course Exam.

H. Identify if the charter school's performance meets or exceeds the performance of schools with closely comparable student populations.

Comparative Results 2014-2015

FLDOE school grade excel file was used to compare the schools with closely comparable student populations.

Broward Math & Science Schools was school type (1) school, minority rate was eighty-two percent in the 2014-2015 school year.

Selecting criteria for comparative schools are,

- School type is 1.
- Minority rate is between seventy-seven and eighty-seven percent.
- Thirty-eight schools were selected based on criteria.

Broward Math & Science School's performance exceeds the performance of twenty-four schools with closely comparable student population.

Please see the Table.3 in the attachment section of FEDERAL AND STATE ACCOUNTABILITY for comparative results of 2014-2015.

Comparative Results 2015-2016

FLDOE school grade excel file was used to compare the schools with closely comparable student populations.

Broward Math & Science Schools was school type a (1) school, minority rate was eighty-one percent and Economically-Disadvantaged rate was sixty-five percent in 2015-2016 school year.

Selecting criteria for comparative schools are,

- School type is 1.
- Minority rate is between seventy-six and eighty-six percent.
- Economically-Disadvantaged rate is between sixty and seventy percent.
- Five schools were selected based on this criteria.

Broward Math & Science School's performance exceeds the performance of four (out of five) schools with closely comparable student population.

Please see the Table.4 in the attachment section of FEDERAL AND STATE ACCOUNTABILITY for comparative results of 2015-2016.

Comparative Results 2016-2017

FLDOE school grade excel file was used to compare the schools with closely comparable student populations.

Broward Math & Science Schools was a school type (4) school, minority rate was 80.6% and Economically Disadvantaged rate was 62.3% in the 2016-2017 school year.

Selecting criteria for comparative schools are,

- School type is 4.
- Minority rate is between 70.6 and 90.6 percent.
- Economically Disadvantaged rate is between 52.3 and 72.3 percent.
- Seven schools were selected based on this criteria.

Broward Math & Science School's performance exceeds the performance of one (out of six) schools with closely comparable student population.

Please see the Table.5 in the attachment section of FEDERAL AND STATE ACCOUNTABILITY for comparative results of 2016-2017.

Comparative Results 2017-2018

FLDOE school grade excel file was used to compare the schools with closely comparable student populations.

Broward Math & Science Schools was a school type (4) school, minority rate was 80.9% and Economically Disadvantaged rate was 61.6% in the 2017-2018 school year.

Selecting criteria for comparative schools are,

- School type is 4.
- Minority rate is between 70.9 and 90.9 percent.
- Economically Disadvantaged rate is between 51.6 and 71.6 percent.
- Seven schools were selected based on this criteria.

Broward Math & Science School's performance exceeds the performance of three (out of 6) schools with closely comparable student population.

Please see the Table.6 in the attachment section of FEDERAL AND STATE ACCOUNTABILITY for comparative results of 2017-2018.

I. Identify the charter school's school grade. If the charter school did not obtain a school grade of "C" or above, what measures will the school implement or has the school been implementing to improve its grade? If a charter school does not get a school grade nor a School Improvement Rating, what assessments has the school used or will the charter school use during the next charter agreement term to ensure that all students are learning and to identify students who may be struggling?

Broward Math & Science Schools #5038 has demonstrated proficiency and made progress towards mastery in mathematics, reading, science and End of Course Assessments by achieving a school grade of "B" for the 2014-2015 school year, "B" for the 2015-2016 school year, "C" for the 2016-2017 and "C" for the 2017-2018 school year school year (Appendix E – FLDOE School Grades (prior 4 years) and Appendix F- FLDOE Report Card.

J. Identify if the school has developed a state-mandated School Improvement Plan (SIP). Discuss the main areas and the timeline for improvement if applicable.

Broward Math and Science Schools #5038 has not been identified for School Improvement Plan since the first contract year 2014-2015. Therefore, BMSS is not required to create a School Improvement Plan.

K. Identify if the charter school has been identified as one of the 300 Lowest-Performing Elementary Schools in Florida. If yes, explain the measures that the charter school will take or has been taking to remedy this status.

Broward Math and Science Schools #5038 has not been identified for as one of the 300 Lowest-Performing Elementary Schools in Florida.

L. Describe what School Improvement Rating (SIR) the charter school has received, if applicable. If the charter school has not received an SIR of Maintaining, what measures has the charter school taken or will the charter school take to improve the rating?

This section is not applicable to Broward Math & Science Schools #5038.

M. Identify the charter school's graduation rate, if applicable. Provide in-cohort and post-cohort graduation data. What has been the charter school's graduation rate goal? Has the charter school met this goal? If yes, what steps will the charter school take to continue to meet or exceed this goal? If no, what measures will the charter school implement to increase its graduation rate to meet its goal?

Broward Math and Science Schools #5038 is a K-8th grade campus and does not have a graduation rate.

N. Provide concordant/comparative score data (ACT/SAT scores) and explain how the school utilizes or will utilize concordant and comparative scores to increase graduation rates.

Broward Math and Science Schools #5038 is a K-8th grade campus and does not have concordant/comparative score data.

Attachments

Section 1: FEDERAL AND STATE ACCOUNTABILITY

1.1 Table 1	GUMUS, ALI, 11/16/18 2:01 AM	PDF / 47.061 KB
1.2 Table 2	GUMUS, ALI, 11/16/18 2:01 AM	PDF / 37.591 KB
1.3 Table 3	GUMUS, ALI, 11/16/18 2:01 AM	PDF / 75.525 KB
1.4 Table 4	GUMUS, ALI, 11/16/18 2:00 AM	PDF / 71.776 KB
1.5 Table 5	GUMUS, ALI, 11/16/18 2:00 AM	PDF / 73.293 KB
1.6 Table 6	GUMUS, ALI, 11/16/18 2:00 AM	PDF / 75.571 KB

2. MISSION-SPECIFIC ACCOUNTABILITY

A. Identify if the charter school is achieving or making significant progress towards achieving the school/mission-specific goals as defined in the charter school's agreement. If the charter school is not making significant progress towards these goals, explain the plan that the charter school will implement to achieve the school/mission-specific goals.

The mission of Broward Math and Science Schools (BMSS) is to provide students with a well-rounded elementary, middle and high school education with special emphasis on (STEM) Science, Technology, Engineering, Mathematics, and Reading in the light of research based, proven and innovative instructional methods in a stimulating environment.

During the first term of the charter, the School was not able to achieve one of the mission specific goals which was the high school portion. BMSS faced several unprecedented challenges securing a suitable facility. Due to building capacity limitation and challenges in real estate market, BMSS will be modifying its mission and removing the high school portion. The modified mission will be:

The mission of Broward Math and Science Schools (BMSS) is to provide students with a well-rounded elementary and middle education with special emphasis on (STEM) Science, Technology, Engineering, Mathematics, and Reading in the light of research based, proven and innovative instructional methods in a stimulating environment.

The School's mission supports its rigorous academic curriculum and environment that sets high expectations for all students, teachers, parents, and staff members and fulfills its mission in the following ways:

- A clear focus on academic excellence: The School provides a curriculum that is aligned with Florida State Standards with effective teaching strategies. The delivery of the curricula is enhanced by innovative and balanced instructional methods such as project-based instruction, computer-enhanced activities, contextual learning, cooperative learning, direct and differentiated instruction, and self-directed learning. Academic excellence has been facilitated by a team of highly-qualified faculty and supported by collaboration with parents and other stakeholders.
- A comprehensive assessment program: A variety of student assessments, including state assessment programs, benchmark tests, unit tests developed locally, classroom-based assessments, faculty and staff evaluations, and school climate surveys have been used to evaluate teaching and learning processes and to improve the school environment on a consistent basis to continuously monitor, evaluate, and improve both curriculum and teaching strategies to achieve continuous student improvement year to year.
- Promoting maturity and independence: The school continues to foster self-confidence, self-respect, and self-control in each student through group process skills and cooperative learning, the development of conflict resolution skills, and the expectation of accepting

responsibility for one's actions. The academic environment promotes high expectations of each student in the pursuit of excellence (e.g., through participation in academic competitions such as Math Counts, Science Fairs, History Fair, and Science Olympiads) and skills needed for life-long learning (e.g., through effective computer skills to travel in the global information highway).

- Providing balance: Educational programs at the School educates the entire student body by providing a rigorous education in math, science, and technology, with a strong emphasis on low-performing students and reading; encouraging serious exploration of the arts and humanities; developing student awareness of local and community needs as well as an understanding of national and global issues; and striving to reach academic excellence for all the students while at the same time recognizing individual differences.
- Character trait program and parental involvement: In collaboration with parents, teachers, and community members, the School provides character education to meet the unique needs of the school and local community. The School provides opportunities for active involvement of students, families, and the community partners in the educational process. In addition to scheduled parent conferences, the school communicates with parents on a mid-quarter and quarterly report cards that explains the exact skills and academic achievements students have accomplished.

Attachments

Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

3. EDUCATIONAL PROGRAM IMPLEMENTATION

A. Explain how the charter school is implementing its mission as defined in the charter school's agreement. If the charter school has been designated a state-mandated School Improvement Plan (SIP) school, explain how it plans to meet the goals stated in the approved SIP.

BMSS implements unique and rigorous academic programs and research based strategies which are aim to meet the individual needs of the school's stakeholders. The mission of Broward Math and Science Schools (BMSS) is to provide students with a well-rounded elementary and middle school education with special emphasis on (STEM) Science, Technology, Engineering, Mathematics, and Reading in the light of research based, proven and innovative instructional methods in a stimulating environment.

As a school of choice, BMSS believes its focus on STEM and reading appeal to those students and parents interested in the School's mission. The School believes that data-driven decision-making is a key component in teaching and that effective and efficient data management practices provides improved student achievement information for classroom teachers in a timely manner. The School has adequate infrastructure, staff and resources to implement its mission. The School has a dedicated science lab, STEM room, two computer labs, iPad carts, and additional desktops and chrome books in classroom settings, which all help to reinforce STEM related activities across the grade levels. Students are scheduled to go to science labs in addition to their regular science hands on activities and demonstrations in classroom settings. Science Olympiad and Robotics have been implemented as part of STEM activities. As an indicator, our

science scores have significantly increased from 50% to 62% in the most recent state assessment. The School is on right track improving its science scores and will introduce new STEM programs in the new charter term, such as PLTW, computer applications, coding, etc.

The BMSS staff has been sponsoring different STEM related extra-curricular club activities such as Science Olympiad Teams and a Robotics Team. The BMSS Science Olympiad Team participated in several regional competitions and received four gold medals, five silver medals and six bronze medals. The BMSS FLL Robotics team won "Innovative Project Award."

The School promotes a culture that maximizes excellence in student achievement and fosters the development of life-long learners in a safe and enriching environment. In accordance with the charter school's agreement, the School has been implementing a curriculum which is aligned with Florida State Standards. Research based instructional strategies have been implemented to equip students with a foundation that facilitates success in secondary education. Instruction that allows for real world connections and applications, as well as emphasis on positive character traits help to promote a school climate of responsibility and accountability for learning and success, and a passion for life-long learning in a safe, enriching environment.

The School ensures that academic excellence is obtained by using curriculum plans, research based instructional strategies, technology rich classrooms and professional learning opportunities across grade levels and teachers. Using formal and informal observations, as well as data chats, administrators are able to gauge the level of differentiated instruction and best practices being used. To ensure teacher effectiveness, formal and informal observations are conducted by the administration and a student performance data analysis is conducted and monitored. In addition, the School uses the State approved Reading Plan from Broward County Public Schools as its sole guide, to ensure the school has an optimal reading curriculum, uses research-based instructional strategies and has student-centered, differentiated activities that are implemented in the daily instructional delivery and practices of its teachers.

The key to implementing the school's mission is the collaboration and teamwork with the stakeholders: parents, students, teachers, and administration. The administration uses progress monitoring data to make important decisions about the curriculum and technology programs that will be available for teachers and students. Administrators work closely with each team to help teachers develop a thorough understanding of the standards and the formative assessment data that guide their instruction. Teachers also receive professional development to keep them up to date with the latest teaching trends, best practices and best strategies. Our learning environments foster collaborative learning, exploration, curiosity, literacy development and integration of the content areas. Students learn about good citizenship and other valuable traits through our character education program. Once a month, several students are recognized for exhibiting the trait of the month. In addition, the School recognizes student achievements on our quarterly award ceremonies. We also have school-wide events, such as assemblies on social expectations, Family Nights, STEM Nights, Fall Festival, Black History Month, Hispanic Heritage Month, and Career Day. All to, promote positive social interactions among the students and staff. Most importantly, these events foster a safe and respectful environment, where students can share their ideas, learn from others, and celebrate diversity.

B. Explain how the school is successfully implementing research-based curriculum and instructional strategies as defined in the charter school's contract.

The School has been implementing Florida Standards since its inception. The School's curriculum and textbook selection are built upon Florida Standards. A major factor in curriculum selection is the alignment of Florida Standards in each core subject. The School's curriculum focuses on clear and measurable expectations for student learning and covers the main subject areas of Reading/Language Arts, Mathematics, Social Studies, and Science.

The core curriculum incorporates and is aligned with the Florida Standards to meet students' needs. Innovative instructional design that includes proven programs that work for all students including at risk as well as academically gifted students. The School successfully implements state-approved curriculum and research-based strategies for daily whole group and small group differentiated instruction. Teachers use Reading Wonders, Collections, Inside, Go Math, Pearson Interactive Science, Glencoe iScience, Holt McDougal and Houghton Mifflin Harcourt curriculums and standards-based lessons. Additionally, teachers and students also have access to technology programs in i-Ready Reading, Khan Academy, Math, IXL, and Accelerated Reader that reinforce important skills and provide multiple practice opportunities.

In addition to these proven successful programs, the School staff utilizes current best practices in their teaching to improve student learning in all areas. The following list is not exhaustive and serves as a sampling of the instructional methods and strategies that has been utilized by the faculty:

- Technology enriched instruction
- Project-Based Instruction
- Interdisciplinary Learning
- Alternative Assessments
- Contextual Learning
- Direct Instruction
- Differentiated Instruction
- Higher Order Thinking
- Scientific Reasoning Skills
- Inquiry-Based Curriculum
- Integrating nonfiction text through Curricula
- Multi-sensory approach to learning
- Data-Driven Decision Making
- Improving Motivation
- Encouraging Family Involvement/Home visits

The following items also help the School indirectly implementing instructional methods;

- School uniform as part of very successful discipline system which creates an environment conducive to learning;
- Subject teachers in/after 3rd Grade: The elementary school will have two parts. In the lower grades (Grades Kindergarten thru 2), the instruction is carried out by classroom teachers.

Students in upper grades (grades 3 and 5) receives specialized subject teachers in Math/Science, ELA/SS;

- Small student-teacher ratio;
- Home visits to close the gap between parent/students/teacher/admin;
- Online student tracking system for parents to monitor student's behavior and academic progress.

The school have the following processes in place to support the delivery of the curriculum:

- Scope and sequence of essential Florida Standards - based on nine-week intervals, in each content area;
- Continuous review of curriculum to ensure teacher's delivery of Florida Standards; material for mastery and to ensure a year's worth of learning of all state benchmarks;
- Research-based instructional practices;
- Principal evaluation through classroom walkthroughs;
- Title-1 School wide plan for Charter Schools used as a continuous improvement tool and to ensure that the curriculum goals are being accomplished and the plan is a living document to ensure quality assurance;
- Use of assessment data to inform instruction and make curriculum decisions and plan interventions;
- Grade level and Staff meetings;
- Ongoing relevant professional development workshops;
- After school targeted tutoring, pull outs for student remediation as well as weekend school for acceleration;
- Targeted interventions for struggling readers and students performing below grade level;
- Focus on differentiated instruction for learning styles;
- Reading and writing across the curriculum;
- Integration of technology across all major disciplines.

Math Curriculum incorporates Florida Math Standards. The incorporation of Florida Standards has necessitated an instructional shift that would require Focus, Coherence and Rigor. By focusing strongly where the standards focus, teachers are able to significantly narrow the scope of content, deepen how much time and energy is spent in the math classroom and focus deeply only on what is emphasized in the standards, so that students gain strong foundations. The mathematics curriculum offers a range of courses to meet the students' different developmental and ability levels. By employing researched based math curriculum, the School has the advantage of a complete mathematics curriculum that helps students develop understanding of important concepts, skills, procedures, and ways of thinking and reasoning through numbers, geometry, measurement, algebra, probability, and statistics.

The coherent math curriculum requires teachers to think across grades and link major topics within grades. They carefully connect the teaching within and across grades so that students can build new understanding onto foundations built in previous years. They also begin to count on solid conceptual understanding of core content and build on it because each standard is not a new event, but an extension of previous learning. Students experience rigorous learning experience where intensity is equal in solid conceptual understanding, procedural skill/fluency, and application of skills in problem solving situations. Teachers

- teach more than "how to get the answer" and instead support students' ability to access

- concepts from a number of perspectives;
- educate students to see math as more than a set of mnemonics or discrete procedures;
- support fluency and application by focusing on conceptual understanding;
- structure class time and/or homework time for students to practice core functions such as single-digit sums or multiplication so that they are able to understand and manipulate more complex concepts and have students gain speed and accuracy in calculation;
- teach students how to use appropriate concepts and procedures for application even when not prompted to do so;
- provide opportunities at all grade levels for students to apply math concepts in "real world" situations, recognizing this means different things in each grade level.

The incorporation of the Florida Standards helps develop Mathematical Expertise through the standards for Mathematical practices that are listed below:

1. Make sense of problems and persevere in solving them
2. Reason abstractly and quantitatively
3. Construct viable arguments and critique the reasoning of others
4. Model with mathematics
5. Use appropriate tools strategically
6. Attend to precision
7. Look for and make use of structure
8. Look for and express regularity in repeated reasoning

Accepted as a philosophy that "all children can learn," the School does not track students into large groups, but instead provides individualized tutoring, small group work and extra practices for those students who need more time to master complex concepts. According to the National Council of Mathematics Teachers, a shift is needed from traditional 'paper and pencil' approaches which emphasize computation and rote learning to an approach which emphasizes the child gaining mathematical insight, reasoning, and problem solving skills. The School believes that the logical thought processes of mathematics are necessary to the development of critical thinking. Through exposure to the basic courses, students not only attain the computational skills needed for everyday life but also develop their ability to think clearly and to present their thoughts in a precise, well-organized fashion. The math programs are flexible in that it satisfies the needs of students who are not particularly mathematically oriented, while providing the challenge and interest necessary for those who want a sound mathematical background on which to base further study.

Students who continue to have difficulties in math are enrolled in an intensive math course, as well as a grade level math course, to help them close the gap in their knowledge. Small group instruction or pull outs are provided on those standards that students need direct instruction for improvement. In addition, math teachers offer after-school help-sessions for students in the

targeted groups. Additional measures are taken, such as tutorial programs, extended-day services, retention, and modification of curriculum choices, if they are required to meet the students' needs. Teachers keep a record of attendance in math help-sessions and correlate this to math grade improvement at the end of each nine weeks. Teachers customize the instruction and conduct small focus groups to address specific strands that each group needs.

In addition, manipulatives are integrated into the math classes. One reason that students struggle in mathematics is that they consider it to be a highly abstract subject. Using manipulatives can be a very effective tool to help students move from abstract thinking to concrete thinking. Manipulatives, such as pattern blocks, fraction circles, and square tiles, can contribute to the students' understanding of mathematical ideas by giving them concrete ways to compare and operate on quantities.

In order to implement the school science curriculum, the School uses the Pearson Interactive Science and Glencoe iScience curriculum mentioned above. By employing this curriculum, hands-on science is offered to the students. The students are directly involved in forming and discovering ideas, asking questions, making observations, and conducting experiments. A guiding premise of these programs assumes that all students can enjoy science. The students handle scientific principles as they learn how to appreciate a less-than-intuitive universe, and they will come to value those things we take for granted in our daily lives. Students have the opportunity to showcase their work with their classmates.

The science program is designed to use a constructive view of learning skills, sequences, and subject knowledge. The School believes that the curriculum and instructional strategies must first build the student's own reality before introducing new content. Understanding science comes from relating new experiences to what the students already know, not from simply adding new knowledge.

The sequence of instruction begins with addressing the misconceptions or alternate understandings that the students have about the topic. Then the students are engaged in activities that help construct or reconstruct meaning. The science curriculum includes strategies to:

- Encourage students to make their ideas explicit and present them with events that challenge their ideas;
- Encourage the process of hypothesizing and generating alternative inspirations of models, enabling the students to explore these alternatives in informal and non-threatening ways, particularly through group discussion, and providing opportunities for students to use their new ideas in a wide range of situations so that they can appreciate their utility.

The School's science-oriented curriculum concentrates more on an experimental, hands-on approach to the students' current definition of science while increasing their abstract knowledge of science. Science is a dynamic, ever-changing discipline, and the students are encouraged to use computers and the Internet, plan and organize projects, hypothesize, analyze data, and draw

conclusions from tests they will create. The major purpose of the science curriculum is to teach the students to become self-reliant and independent problem-solvers; it is designed to create a high level of interest in learning that will become personalized and individualized.

The science curriculum prepares students to achieve the NGSSS by incorporating a hands-on approach to learning of the central science themes: matter and energy, force and motion, earth and space, processes of life, and the scientific method. Teachers utilize the Next Generation Florida State Standards, while incorporating Florida Statewide Science Assessment test item specifications in their daily lesson plans. Students participate in Regional Science Olympiad, where they are able to explore and investigate the steps to the scientific method.

The School is using the Broward County Schools K-12 Comprehensive Reading Plan. The School ensures that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level. The School is aware that reading is not only important to achieve success but also a requisite skill to achieve life-time success. To this end, the School implements an effective reading program, which aims at developing proficient reading skills for all students at all grade levels and meets the requirements outlined in Florida Statue 1002.33. The School believes that high-quality instruction, reading text materials and resources are major factors playing prominent roles in development of students reading and comprehension. These factors serve as a framework for making wise decisions in designing a reading program that is comprehensive and cohesive.

An effective reading program includes regular use of a wide variety of reading materials that match students' independent reading levels. Content-area learning incorporates alternative texts that students can read and comprehend independently. Therefore, the School provides adequate reading material for varying reading levels to accommodate different independent reading levels and interests of individual students in the school library media center. Reading materials includes children's literature, novels, magazines, informational text, student published writing, Internet, handbooks as well as textbooks and other supplementary materials.

Throughout the school year the following procedures shapes the reading program. First, students are screened at the beginning of the school year to determine basic reading development and to detect the presence of any difficulty. Second, comprehensive diagnostic measures are used to investigate the nature of reading problems for students with detected reading difficulties. Third, progress monitoring of skill acquisition is periodically administered throughout the school year to detect and steer reading progress. School administrators are on board in order to implement and monitor the scientifically based reading program.

The School has academic teams consisting of principal, assistant principal, lead teachers and grade level teachers. The team utilizes a structured governance to create processes and procedures based upon both formative and summative reading data to increase reading achievement in all grades. Additionally, the team meets throughout the school year to review student data and to plan schoolwide literacy initiatives and professional development for teachers on complex text and close reading's cross-content, developing and implementing rigorous text dependent questioning techniques; and how to embed research and text supported responses

into content area classrooms to improve student learning. Team designee attends district level trainings and workshops and creates capacity of reading knowledge within the school and focus on areas of literacy concern across the school especially focusing on Support for Text Complexity and Support for Instructional Skills to Improve Reading Comprehension. The team is:

- Ensuring that text complexity, along with close reading and rereading of texts, is central to lessons.
- Providing scaffolding that does not preempt or replace text reading by students.
- Developing and asking text dependent questions from a range of question types.
- Emphasizing students supporting their answers based upon evidence from the text.
- Providing extensive research and writing opportunities (claims and evidence).

The literacy teachers get training on creating agendas to replicate the district-wide effort to implement more complex texts, scaffolding, text dependent questions, and writing about text. In addition, the literacy teachers receive professional development on how to effectively model reading strategies and routines in content area classrooms, in addition to building relationships with content area teachers. The lead literacy teacher also provide professional development at the school site in literacy (including text complexity, implementation of the Florida State Standards in literacy, and the Comprehension Instructional Sequence) for all teachers.

The principal encourages academic teams to develop school-wide reading initiatives, including assemblies, contests, book exchanges, read-ins, silent sustained reading, etc. The principal encourages all teachers to have a variety of reading materials available in their classrooms, which may consist of magazines, newspapers, content-specific material, and novels. Classroom libraries contains a variety of genres and various reading levels. The School will set a goal for students reading outside of school which means for students reporting what they read outside of school will be developed and monitored.

School leadership team reviews FSA ELA and interim assessment results at the beginning, mid-year, and end of the year to monitor student progress toward school goals. The School collects data from fall, winter, and spring via i-Ready assessments, previously NWEA MAP assessments. Based on assessment results students receives interventions during the small group instruction block for phonemic awareness, phonics, fluency, vocabulary or comprehension to monitor student progress and determine effectiveness of interventions. Lesson plans, student work samples, and portfolios are analyzed, reviewed and revised to demonstrate that classroom instruction is aligned to grade-level Florida Standards.

In lower grade levels, based on assessment results, in addition to the core literacy lesson, students are provided interventions during the small group instruction block in phonemic awareness, phonics, vocabulary, fluency and comprehension to access grade level standards. In Middle School, based on assessment results, students are placed in an intervention course to provide additional support with comprehension, vocabulary acquisition, standard remediation, and writing during small group instruction in order to meet grade level standards. The School determines appropriate student placement by monitoring between assessment windows to determine student placement/progress and continue to serve in reading intervention classes or exit the student based on current level of performance. Additional intensive intervention will be provided via small-group push-in or pull-out support based on students' needs. The School uses research-based instructional materials to provide reading instruction. Comprehensive Core

Reading Programs (CCRP) are the instructional tools used to provide high quality instruction in the K-8 classrooms. Reading Wonders and Collections are the primary programs as CCRP.

These are research-based instructional curricula that combine explicit and systematic instruction with progress assessments and intervention that promotes reading proficiency for all students in the classroom. The curriculum uses methods to analyze complex texts, determine evidence, reason critically, and communicate thoughtfully. Teachers use active listening strategies that keep students engaged and promote an environment that values all voices. In addition, the School conducts monthly formative assessments in writing with informative and argumentative prompts via the ELA and Content Area classes. The curriculum helps students master the writing process, key writing forms, grammar usage and mechanics. Through its active and engaging learning with a blended digital and print approach the teachers are able to administer the tests through my.hrw.com which provides standard based assessments to monitor student progress. The CCRPs used in the School serves as an instructional tool to provide high quality initial instruction in classrooms during an uninterrupted 90-minute reading block daily. The instructional content of the curriculum is based on the critical components of reading growth identified by the National Reading Panel. The instruction is directed toward student competency in phonological awareness, phonics, fluency, vocabulary, comprehension and oral language.

The School diagnoses specific reading difficulties of students (Level 1 and 2) who do not meet specific levels of reading performance to determine the nature of the student's difficulty and strategies for appropriate intervention and instruction.

The School will have an uninterrupted 90 minute reading block and as needed additional time for intensive intervention. All grade levels include activities that focus on writing from a source and using text to support ideas throughout their writing. Students will receive reading instruction based on data/needs. The scientific research-based program are used with fidelity and workshop time during the reading block focuses on differentiating instruction through student led centers and activities through the curriculum. All students participate in computer assisted technology such as i-Ready and Accelerated Reader which instructs, remediates and enriches students while correlating to standards.

Students in need of an intensive reading intervention are part of the instructional core program for activities such as a read aloud, think aloud, comprehension strategy instruction, and oral language/vocabulary instruction. In small groups, teacher directed instruction immediate intensive intervention (iii) will be provided on a daily basis to children as determined by progress monitoring and other forms of assessment. As an extension of the ninety (90) minute reading block, instruction in a smaller group size will focus on generalizing the newly acquired reading skills to progressively more complex text.

Students targeted for immediate intensive intervention (iii) receive services through the use of a scientific research-based intervention programs via Reading Wonders Tier 2 and Tier 3 components, and National Geographic Learning-Inside. These programs use a scaffolding approach that will help students build on previous skills mastered. Aside from the scaffolding approach, teachers engage students in differentiated learning stations that focus on vocabulary instruction, independent reading and cooperative learning activities focused around the targeted standard. The goal of the instruction is to accelerate student learning by providing students with the appropriate amount of time and targeted intensive instruction. Along with the Inside

curriculum, Reading Wonders are implemented to focus on fluency, vocabulary knowledge and comprehension skills, which were also identified as deficiencies, as per the i-Ready diagnostic assessment at the beginning of the school year. The Reading Wonders program effectively helps all struggling readers, whether they are English language learners, students with reading disabilities and/or those who struggle with foundational skills. The classroom teachers utilizing Inside and Reading Wonders, received an overview of the program and how to implement it within the classroom setting, ensuring bell to bell instruction, during preplanning week. The School continues instruction from a CCRP during the reading block in the regular classroom setting and to provide students with additional time outside of the block for more targeted intensive instruction. The additional time outside of the block will be a minimum of 30 minutes daily and will be in conjunction with the intensive intervention reading program component of CCRP. We recognize that some students will need more time and more instruction in order to reach specific goals and expectations.

Intensive Intervention Services (iii) are guided by screening and progress monitoring via i-Ready and various other student data. The School constantly analyzes student data as a part of their progress monitoring plan. This analysis are used to help identify students who require additional services and/or who have met the curriculum expectations.

Classrooms in the School have classroom libraries that include a range of leveled texts, fiction and nonfiction text on different interests and genres. The library also includes decodable and authentic texts for meaningful extension and practice of skills taught in the core reading program. Many of the books in the library will be focused on content areas and various daily concepts. Students have access to libraries during the 90-120 minute reading block and outside of the 90-120 minute reading block to practice reading skills and engage in silent sustained reading based on personal interests. This access to books in the classroom provides students with the opportunity to easily enjoy reading for pleasure at any time. Additionally, the classroom libraries are utilized during small group instruction time. Teachers also allow students to take books home to share with families and to ensure time is spent reading outside of the school day. Classroom and school libraries are leveled to meet the needs of students at all reading levels. Books are organized in the libraries by genre and Lexile. To help match students to the appropriate level of text, teachers are trained on Lexiles. Grade level appropriate Lexile information is also be shared with students to aide them in book selections and meaningful practice.

Content area teachers incorporate reading and literacy instruction into each subject area by providing instruction in content area reading strategies. A variety of these strategies are used during reading instruction as well as during the instruction of science, social studies, mathematics and various other content areas. This type of instruction supports student thinking and allow students to read at high proficiency levels. The explicit strategy instruction is intensive and continuous to allow for optimum academic achievement. Reading strategy instruction is integrated in all content areas for the purpose of helping students comprehend and gain access to content through text. The instruction is explicit, intensive and continuous. Reading comprehension strategies and vocabulary strategies are taught in conjunction with instruction in different content areas using adopted text and additional leveled texts that address specific contents. Teachers address the standards in their particular subject area and work to incorporate reading into each subject area with consideration to guided instruction in comprehension strategies, leveled reading focused on content-area concepts and collaborative work between the other teachers and coaches to determine instructional reading levels of students and appropriate strategy usage for particular students.

Writing occurs across the curriculum. It is used to activate and extend background knowledge prior to reading text from the selected curriculum and content area related text. Specifically, writing is to be incorporated into the reading block as the Concept Question Board is developed, as KWL activities evolve, through research projects, as children write in reflection/inquiry journals, and as children compare and contrast novels. The McGraw-Hill Reading Wonders Reading Program and Inside has a strong writing component that is integrated into the core program. Students respond to literature through response journals and write to prompts that are related to the content of the literature passages. The responses are based on fiction and non-fiction works. Unit and story assessments include short and extended response questions that require substantial writing. The writing process itself is taught outside of the reading block through text dependent writing.

The School offers a variety of before, after, and weekend activities for struggling students such as tutoring, computer based instructional support, silent reading etc. based on the needs of the student population.

The School uses Time for Kids or other state-adopted text in the instruction of Social Studies. The Social Studies curriculum includes the study of related knowledge and modes of inquiry selected from history, the humanities, and the social sciences, including anthropology, archaeology, economics, geography, history, law, philosophy, political science, psychology, religion, and sociology. In K-2, history is delivered to students with stories and discussions through folk tales, legends, and prior knowledge brought to the classroom by the student. Stories of different cultures and countries to compare to their personal stories and experiences are presented. Students also create an understanding of community through the classroom rules, values, and decisions that affect individuals and the classroom community as a whole. In grades, 3-5, the curriculum focuses on the history of the United States, History, and World History. This gives an opportunity for students to explore community and civic responsibility as they study historical events and research their effect on present day society through projects, research, and technology and community service. The program will prepare students to have an understanding of multiple cultures, tolerance, and respect for the world beyond our borders and therefore becoming more global citizens. The social studies program provides each student with a broad background in the social sciences. From the earliest events of recorded history, through the development of family life, culture and the arts, to the development of governments and countries driven by geographical exploration, the wars of history and the stories they tell, from yesterday to today, these students have the unique opportunity to pursue their curiosity and respond to the Florida Standards by participating in the discovery of man and his contributions to the whole of humanity.

Thematic units have been designed that integrate the various subjects and address key areas of social studies in alignment with new Florida ELA Standards for Literacy in History/Social Studies. Character Education components (respect, honesty, responsibility, self-control, tolerance, kindness, citizenship and cooperation) are emphasized individually through thematic lessons and group projects. The School follows the State course descriptions for the courses to be offered in grades levels. These courses cover concepts and materials that are aligned to state standards. Students are required to successfully complete three courses of Social Studies at the Middle School level in World History, Civics, and U.S. History.

C. Explain how the charter school is implementing demonstrably effective instructional

strategies that support struggling students' ability to achieve grade level proficiency.

The School's curriculum and programs are effective and accessible to "all levels of students" including below level students. The level of implementation of the curriculum at the school and classroom level is monitored by school administration to make sure every student ultimately benefits. Since the majority of students matriculates from one grade level to an upper grade level, the School has a vantage point for monitoring and ensuring continuous improvement of all students, including those who may have fallen below grade level, those who meet, and/or those who exceed grade level requirements and expectations.

The school curriculum is aligned to specific state standards and grade-level expectations and has the framework of what is taught at each grade level and allows for modifications to the instruction in the classroom to meet the students' needs. Students are engaged by our innovative K-8 curriculum, which is designed to introduce core concepts that are further developed and expanded as student's progress through each grade level. In addition, students who enter the school below grade level have intensive courses in math and reading in addition to their regular course schedule to become at level by the end of the school year.

Ongoing progress monitoring is the key factor to help struggling students and their specific need and to support their ability to achieve grade level proficiency. The School utilizes Baseline/Mid-year/Year-end and ongoing diagnostics and mini-benchmark assessments throughout the school year in order to measure student progress on Florida standards. In order to make instructional decisions for all students' ability and needs, the School gathers data from several of assessments and analyze during grade-level/department meetings and/or data chats.

For example, teachers and administrators analyze i-Ready Reading and Mathematics Diagnostic (previously NWEA MAP) data and identifies scores that are below grade or proficiency level in each standard and domain.

Students are then placed in instructional small groups based on their specific deficiencies in each domain. Since the i-Ready program has specific resources aligned to the data, teachers are able to integrate and use those resources during small group instruction, centers, pull outs, tutoring, homework, or extra practice. Teachers also use mini-benchmark assessments bi-weekly which provides on-going raw data on student performance in their classes based on the Florida aligned standards throughout the school year to measure student mastery of specific concepts covered during the selected period. This helps the teachers and school administration to utilize and monitor the push-in/pull-out model, peer-to-peer collaboration, and differentiated instructional rotations/centers with specific student-centered activities based on their learning needs and data results to facilitate the learning process for the struggling students.

Students needing remediation based on respective subject area assessments in specific subject areas are assigned to and placed on a specific intervention plan targeting these deficiencies. This plan requires active participation from the student, the parents and specific teachers in order to ensure continuous student improvement. This initiative allows each student to have ownership and understating of his/her learning style and allows each student to track and monitor his/her achievement. The intervention is comprised of specific measurable individualized goals as well the strategies and services (tutoring/required additional classes) to be implemented in order for the student to achieve the specified goals. In addition, Individualized Supplemental Instruction (pull

outs) and/or Computer-Based Programs are used for remediation as appropriate. Student performance will be continuously assessed and monitored.

Furthermore, the School implements Response to Intervention (RtI) to support and provide high-quality instruction and intervention matched to student needs, monitor progress frequently to make decisions about changes in instruction and educational decisions. Students that are reading below level have a variety of intervention needs and teachers recognize that no single program or strategy can be successful for the remediation of all students. Teachers work with the lead and implement a variety of effective reading strategies that are grounded in scientifically based reading research and proven to have been successful in the remediation of struggling adolescent literacy learners.

If the child has been identified as having a deficiency in reading, the reading intervention plan includes instructional and support services to be provided to meet the desired levels of performance. If the core instruction is not both effective and equitable, then Tier 2 (Supplemental) interventions are provided to those students identified as "at-risk."

Characteristics of Tier 2 interventions are:

1. Interventions delivered to smaller groups of students either in the general education classroom or outside of the general education classroom.
2. Interventions are provided in addition to core instruction
3. Interventions focus on particular skill areas that need strengthening.

Tier 3 interventions are developed based on individual student needs following a problem-solving process that uses diagnostic assessment to inform intervention development. Progress monitoring of intervention effectiveness is the same for Tier 3 as in Tier 2.

Characteristics of Tier 3 interventions are:

1. Interventions are delivered to very small groups of students or to students individually.
2. Interventions must be provided in addition to Tier 1 instruction. Tier 3 children are receiving the most instructional minutes. It is critical that Tier 3 instruction does not supplant the core instruction.
3. Interventions focus more narrowly on defined skill areas.

The goals for these students are:

- Instruction with a structured delivery based on a 90-minute class session. This model assures daily direct instruction in whole group (30 min.), direct instruction and intervention in

a small group setting (30 min), use of research-proven software (20 min), whole group direct instruction, and closure (10 min);

- Use of reading materials of various levels of difficulty and interest;
- Maintenance of a print-rich classroom learning environment which includes trade books, high interest fiction and non-fiction titles, and books that connect to other subject areas;
- Strong vocabulary emphasis across the curriculum through practice with definitions in context, dictionary definitions, understanding of word parts, analogies, and etymologies;
- Use of predictable language materials for students who are lagging behind three grade levels in reading. These materials are based on rhyme, rhythm, and repetition of patterns. Materials will be high interest to motivate the reluctant reader. Reading will be further enriched via visual formats in building conceptual models. This results in dynamic, visual, and spatial images that promote the formation of vivid mental models that are especially beneficial for students with little knowledge;
- Use of computer-assisted instruction for students to practice reading skills;
- Organization of a parent intervention program to serve as volunteers for Reading Buddies, an after-school program;
- One-on-One tutoring both in class and after school;
- Before and after-school mentoring/tutoring opportunity;
- Weekend school.

To encourage students and increase motivation, the School has book fairs and reading days where special guests, parents, and volunteers visit the school and read. Classroom teachers implement additional reading motivation programs, such as daily reading log challenges and various incentive programs. Writing activities are incorporated into the 90-minute reading block to provide students with the opportunity to apply skills, strategies, and techniques relating to the six components of reading (phonemic awareness, phonics, fluency, vocabulary, oral language, and comprehension). The School's reading programs include lessons where writing is used to specifically aid comprehension before, during, and after reading. Before reading, teachers can build background by having students write what they already know about a topic, draw pictures and label to support visualization, collect words with concept maps in word journals to enhance vocabulary, and/or write a prediction about what might happen in the reading. During reading, writing is used to help students stay actively engaged with the text. Students can confirm predictions, summarize what has happened so far, create questions about parts they may find confusing, write opinions about characters or actions, or take notes to support question/ answer relationships. Students can create responses after reading by writing to create visual displays of their understanding with graphic organizers, writing to support or revise their predictions, writing to explain their thinking, writing to use new vocabulary words in a different context, and writing to make connections with the text. Literacy workstations and center ideas in both programs include writing activities such as innovations on the core student text, extensions that cross genres, research writing to build background and vocabulary, and additional support for the reading/writing connection.

D. Identify how the charter school competently uses qualitative and quantitative data to inform and guide instructional planning and practice aligned with Florida Standards as well as Next Generation Sunshine State Standards.

School administration, grade level or department leads communicate with teachers to determine the areas of students' strengths and weaknesses as demonstrated by multiple measures. The School's assessments provide valid, reliable, and timely information to teachers in order to modify and differentiate their instruction, monitor student progress and select appropriate classroom activities. The purpose is to inform teachers about the effectiveness of their teaching and progress made by students in order to assure continuous progress.

The School implements a Data-Driven Decision Management (DDDM) that yields substantial improvements in student learning and achievement. Intelligent and pervasive uses of data at the School help to improve the instructional interventions for students, re-energize teachers' enthusiasm for teaching, and increase their feelings of professional fulfillment and job satisfaction.

Data-driven decision management is about getting better information into the hands of classroom instructors which have been shown to have positive impacts on student learning and achievement gaps. The five major elements of data-driven instruction are:

- Good baseline data,
- Measurable instructional goals,
- Frequent formative assessment,
- Professional learning communities, and
- Focused instructional interventions.

These elements interact to enhance student learning and to inform instruction. Data-driven teachers of the School utilize multiple measures, and multiple indicators within measures, when assessing school and student success. For example, data from a single administration of a statewide reading test do not give teachers the information they need to improve student learning. Information from other assessments, measures of student engagement, previous programmatic interventions, and other data are needed for teachers to design appropriate instructional interventions. Similarly, use of a single formative assessment to measure students' reading progress is not as reliable as using multiple, different assessments to triangulate on the complex concept of student reading. Data-driven teachers are savvy consumers of summative assessment data, such as those from yearly state tests, who understand when and how the data can, or can't, inform teacher practice.

The principal of the School supports this phase of the DDDM process by helping teachers understand the five essential elements and by helping staff envision what good data-driven education looks like in practice. The principal works with faculty to create and implement a comprehensive, long-term professional development plan that is designed to ground teachers in the skills they need to be effective data-driven instructors.

Collecting and Analyzing Summative Data: Teachers at the School utilizes data from yearly summative assessments to improve student learning. In other words, teachers are able to get their hands on the data from yearly summative assessments that will help them improve instructional practice. Access to the raw data is crucial, because educators invariably want more detailed data, or want data presented in different ways, than paper reports typically provide.

Once teachers have access to good baseline information, they work with their administration to select key indicators of success for their classrooms. In order to do this, teachers are

well-grounded in assessment literacy concepts so that they can appropriately interpret summative baseline data. Teachers also give ongoing feedback to the administrators about the usefulness of the data and/or reports that they are receiving.

The principal ensures that the data teachers receive is accurate, timely, and in a format that can inform classroom instruction. Working with the faculty the principal helps to design and implement data systems that allow for exploration and reporting of raw data. The principal also plays a key advocacy role in enabling teacher and counselor access to that data. Most importantly, school administration actively helps teachers identify key indicators of classroom success, appropriately analyze their data, and then turn those data into strategic pedagogical interventions.

Setting Measurable Goals: Once armed with key summative indicators of classroom success, teachers at the School use those baseline data to identify mastery levels and learning needs of classes, demographic subgroups, and individual students. Data-driven educators of the School then use that information to set measurable year-end instructional goals, which serve as meaningful targets to guide their pedagogical strategies. These goals are often referred to as SMART goals. The acronym stands for Specific, Measurable, Attainable, Results-Oriented, and Time-Bound. An example SMART goal might look something like the following:

Example: The percentage of third grade students scoring at proficient or higher on the state mathematics test will increase from 64% in spring 2018 to 82% in spring 2019.

Focus areas for improvement

1. Number sense
2. Computation
3. Measurement

Data-driven educators recognize that formalized goal-setting can lead to improved student learning outcomes. All SMART goals created by teachers and administrators have the following six components (with example language from the SMART goal above):

1. A measurable baseline (64%);
2. A measurable target (82%);
3. A specific time frame (Spring 2018 to Spring 2019);
4. Specificity about what is being assessed (percentage of third grade students scoring at proficient or higher);
5. Specificity about the method of assessment (the state mathematics test); and
6. Focus areas that guide future action needed to reach the learning target (number sense, computation, and measurement).

Inclusion of these six components ensure that the SMART goals meet the criteria represented by the acronym. SMART goals can be used with common assessments, teacher-made rubrics, and other types of assessments as well as with standardized tests from publishing companies and state departments. Principal visibly models the goal-setting process by actively assisting teachers as they work to create appropriate, targeted goals for their classrooms and students.

Collecting and Analyzing Formative Data: Teachers at the School have a good sense of where their students are at the beginning of the year and have measurable goals for where they want their students to be at the end of the year. The next step for teachers is to implement a system of frequent formative assessments in order to benchmark the progress of their students during the school year toward those year-end goals.

Effective formative assessment practices, implemented during the school year, have been shown to be a powerful mechanism for improving student learning. Research meta-analyses have shown that good formative assessment have a greater impact on student learning, and on achievement gaps, than any other instructional practice. Teachers at the School have the opportunity to meet regularly and frequently to have collaborative, data-based discussions about student progress. During these meetings, teachers identify emergent patterns from the formative data and discuss what the data tell them about students' progress toward year-end learning goals. Teachers then collaboratively identify appropriate instructional interventions that will be implemented during the next instructional cycle and collectively commit to implementing those interventions.

Data-driven teachers of the School utilize their instructional expertise to identify key formative indicators of success that can be used to measure student progress during the school year. They also use appropriate technologies to collect, organize, analyze, and report that data to students, parents, administrators, and other teachers. The School recognizes that the driving engine behind substantial improvements in student learning outcomes is a strong system of formative assessment, coupled with the opportunity for teachers to collaboratively make sense and act upon the formative data they receive.

Making Changes: Data analysis is meaningless if it does not result in meaningful instructional change. Data-driven educators of the School use summative and formative assessment data together to implement strategic, targeted, focused instructional interventions to improve student learning. These interventions are aligned with state standards and the School curricula as well as content-specific, developmentally-appropriate best practices.

Data Transparency and Safety: Information transparency is a necessary condition for successful data-driven education. Data-driven decision management practices are only possible in school climates where data are valued and visible. At the School graphs, tables, and other indicators of data usage permeate the school environment. Frequent discussions and analysis of student data are integral to the teaching and learning process.

Data-driven teachers of the School view data as feedback, not as indictments. They use data to inform pedagogical modifications and actively seek out more data to judge the success of those changes. Teachers at the School discuss their instructional strengths and weaknesses with peers in order to facilitate shared communities of practice that are focused on individual and organizational learning. By recognizing and acting upon the fact that all educators, like students, have areas in which they could improve, teachers are models of life-long learning for the students that they serve.

One of the most important things the school principal does to foster data-driven educational practices is to facilitate school climates where it is professionally and emotionally safe to look at student data. Teachers collaboratively examine classroom-level data so that they can identify and

learn effective instructional techniques from each other. In the School, data is used to highlight faculty strengths and structure professional development opportunities. Administrators bear the primary responsibility for fostering these kinds of climates.

Alignment for Improving Learning Outcomes: Results-driven educators understand the importance and impact on student learning of continuous and progressive improvement, and recognize that even small improvements add up over time to become large ones. This latter point is particularly important, because ambitious long-term goals like "achieving 100% proficiency" can be disabling rather than motivating. Turning desired outcomes into minute, concrete, short-term goals and then successfully achieving those goals is inherently motivating and can turn organizational inertia into desired progress.

Teachers and administrators at the School work together to ensure that professional development opportunities are aligned to student and school learning needs. Similarly, curricular design and delivery also should be aligned to meet these needs. In results-driven school systems, all processes and programs are designed to facilitate maximal student learning.

Teachers incorporate results into their instructional practice continually seek out evidence about the success or failure of their pedagogy. Ineffective strategies are discarded, and successful strategies are tweaked or modified to achieve even larger learning gains. The teachers also are willing risk-takers who understand that trying something new and different may be the only path to improved outcomes.

The principal aligns, and helps teachers connect with, necessary resources to facilitate effective educational interventions. Two other important roles of the principal are helping teachers "chunk" ambitious long-term objectives into short-term SMART goals and facilitating teachers' understanding that taking greater responsibility for student learning can result in improved student achievement.

Furthermore, BMSS teachers regularly use assessment to drive instruction. Student performance is assessed in a variety of ways, including: standardized tests, teacher-made tests (oral/written), benchmark testing, AR, i-Ready, Coach Book assessments, portfolios, rubrics, and projects activities. These formative and summative assessments are reviewed regularly and used to adjust and improve instruction in the classroom. Students are leveled into different profiles based on i-Ready diagnostic. The data is then triangulated with the FSA scores, classroom grades and Benchmarks. A specific plan, using the targeted FSA delineations is created with teacher, school administrators, students, and parent. The growth goal is decided with the student and specific strategies to target growth gaps are assigned. Teachers use results from student assessments to plan instruction for individuals as well as small and whole groups by reviewing material, using a variety of teaching strategies, returning feedback in a timely manner, and sending home mid and quarterly report cards.

The Florida State Assessment (FSA) is utilized as a summative test. The statistics from the test are evaluated at all levels and analyzed to see what programs, standards, and topics are working, as well as what areas need improvement. Internal and state data are evaluated to determine which areas of the school need of improvement to increase academic achievement.

At the beginning of the year, all teachers are provided with the analyzed baseline data based on previous student performances on the FSA. All subgroups, bottom quartile, on level, and above level students are identified and schedules are made based on these groups. Therefore, the teachers know each student's level prior to starting the school year. In addition, teachers are required to update BMSS Connect, the online portal, by entering all the assignments, grades, or projects so that parents can have constant access to the progress of their child. The School provides mid-quarter progress reports cards in addition to quarterly detailed reports cards. Parents can easily see the current and previous progress when they login to BMSS Connect, learning management portal.

Additionally, non-academic data including attendance rates, promotion rates, mobility rates, discipline data, demographics, economic status, and surveys are collected and examined to determine the effects of non-academic issues on academic achievement. Academic and non-academic data are used to develop strategies to build on the strengths of our students and eliminate weaknesses.

Some of the specific instruments used to assess student performance, as well as those utilized for diagnostic and/or other placement purposes, are presented below:

FLKRS: The Florida Kindergarten Readiness Screener (FLKRS) is administered to assess the readiness of each child in kindergarten at the beginning of the year.

Interim Benchmark Tests: Baseline - Mid Year - End of Year tests; The School will administer these tests in ELA/Reading and math in grades 3-8, Science in grades 5 and 8; Algebra 1, and Biology as applicable. These Benchmark Tests mirror the State Assessments that are meant to provide administrators, teachers, parents and students' information on individual student achievement based on a specific set of criterion. These tests are meant to be "formative" in nature and should be openly discussed with students in order for them to understand what they have successfully mastered as well as what they need to improve. The administrative team will assist the teachers in compiling this student assessment data by individual student, by individual skill, by class and by grade level. This will give teachers an understanding of what each student has or has not mastered and will allow for professional discussion about data-driven instruction in the classroom.

Mini-Benchmark Assessments: Teachers will use online portal to create standards based assessments that can be used for quick check of the mastery of standards. This will be utilized after each standard or strand is taught in grades 3-8.

i-Ready: Students in grades K-8 will participate in i-Ready reading (K-8) and math (K-8) tests; and the School will monitor the students' progress on fall, winter and spring administration. It will be utilized as screening, progress monitoring, diagnostic and outcome measurement tools.

AR Testing (grades K-8): AR helps teachers monitor students' vocabulary growth, literacy skills development, and reading skills taught through basal readers and other reading textbooks. First, a student's optimal reading level is determined through the Reading Enterprise assessment. This assessment provides information on a student's overall reading ability and suggests a range of book levels for each student called the "zone of proximal development", or ZPD. An entire class

can be screened in approximately 15 minutes. Teachers then meet with each student to set individualized reading practice goals and monitor progress toward those goals. Students take an AR Quiz. AR offers over 150,000 quizzes of five types. AR Quizzes are constantly being written for both fiction and nonfiction titles. Students have many different options when it comes to taking AR Quizzes, including handheld Apple® devices. AR provides teachers with immediate information, helping them monitor the reading level and comprehension skills of each student and inform further instruction or intervention. Students and parents get instant feedback to help motivate success with the use of the TOPS Report and Renaissance Home Connect.

Florida State Assessments: The State of Florida is in transition to a new statewide assessment system in ELA/Reading and Math. The State Assessments will be administered annually.

Access 2.0: A secure large-scale English language proficiency assessment administered to Kindergarten through 12th grade students who have been identified as English Language Learners (ELLs). It is administered once a year.

EOC Algebra 1, Biology, and Civics: The Florida EOC Assessments are part of Florida's Next Generation Strategic Plan for the purpose of increasing student achievement and improving college and career readiness. These tests will be administered for the eligible students once a year.

In addition, the School will utilize following ongoing school measures to assess student performance.

Additional Specific instruments to assess the student performance in core subject areas

Subject Matter	ASSESSMENT
Language Art/ Reading	Portfolios, various writing assignments, exhibitions, mini benchmarks, teacher-made tests, Text/Publisher's supported assessments, observations, quarterly progress summaries
Social Sciences	Essays, multiple-choice exams, portfolios, exhibitions, teacher-made tests, Text/Publisher's supported assessments, observations, quarterly progress summaries
Science	Projects, portfolios, exhibitions, mini benchmarks, teacher-made tests, Text/Publisher's supported assessments, observations, quarterly progress summaries
	Projects, portfolios, exhibitions, mini benchmarks, teacher-made tests,

Mathematics	Text/Publisher's supported assessments, observations, quarterly progress summaries
Electives	Portfolios, exhibitions, exams, teacher-made tests, performances, projects, observations, quarterly progress summaries

E. Explain how the charter school provides effective services for exceptional students (SWD and Gifted) as defined in the charter schools's agreement and as required by applicable law. The charter school should provide assurance of charter school and Sponsor collaboration and the adherence to local guidelines for exceptional students (SWD and Gifted). An On-Site Programmatic Review and/or Desktop Review may be conducted.

Broward Math and Science Schools #5038 provides quality and effective services for exceptional students (SWD and Gifted) as defined in the charter school's agreement and as required by applicable law. The school ensures that the first choice of placement for our SWD and Gifted students is the least restrictive environment which is the regular classroom setting. When the regular classroom setting does not meet the needs of students then we consider alternative settings on a part time basis. The school provides federal and state mandated services for all SWD based on the student's Individual Education Plan.

The ESE Specialist meets regularly with teachers to review and discuss accommodations, goals and strategies that are on their IEP. Individual Education Plan reviews are conducted annually and Education Plan reviews are conducted bi-annually with input from teachers, parents, the ESE Specialist and service providers. Data taken from NWEA MAP, i-Ready, Florida Standards Assessment and FAIR is also used in the IEP and EP reviews to determine the goals and accommodations needed for the student to be successful.

The ESE Specialist, the Speech-Language Pathologist provide consultation, pull out and push in services for SWD based on the data gathered from psychological evaluations, teachers and data. During State and District assessments, SWD are provided with accommodations as listed on their IEPs. The ESE Specialist also attends trainings and monthly district meetings to receive current information regarding policies and procedures involving students with disabilities.

To address the ESE concerns from the school's programmatic review, Broward Math and Science Schools has addressed and implemented the following corrections that will continue to be implemented for the duration of the new contract period. The School administration has a checklist and will continue to work with the ESE specialist for zero concerns.

- **Do the Present Level of Performance (PLP), impact of disability, priority educational needs and goals align?**

The school took immediate action to correct this concern. After the OSPR visit there were two IEP meetings and the school made sure to align the present level performance, impact of disability, priority need and annual goals on the IEP for students with disabilities. The school will attend a 'Writing a Quality IEP' training when available.

- **Are there measurable Annual Goals?**

The school took immediate action to correct this concern. After the OSPR visit there were two IEP meetings the school made sure that all annual goals are measureable by percentage of accuracy and number of opportunities given. The school will attend a 'Writing a Quality IEP' training when available.

- **Was the Parent Notification Form signed by the Parent?**

The school took immediate action to correct this concern. The school has ensured that a Parent Notification form is generated, provided and signed by parent when the parent was in attendance for the IEP meetings, scheduled after the OSPR visit, which waived the 10-day waiting period. The school has also ensured that the ESE service dates are correct and begin 10 days from the IEP development date.

- **Were the Procedural Safeguards distributed to parents and Signature Page was returned?**

The school will ensure for upcoming meetings that parents are provided with the Gifted Procedural Safeguards and that their signature is obtained and scanned into EasyIEP. The next EP meeting will be in March 2019 and the school will ensure that this action correct.

- **Is there current parent/student input?**

The school will ensure for upcoming meetings that parents will provide input. The next EP meeting will be in March 2019 and the school will ensure that this action correct.

- **Are the Goals and Objectives observable and measurable? (at least 2 goals and 2 objectives per goal)**

The school will ensure for upcoming meetings that all annual goals are measurable by percentage of accuracy and number of opportunities given. The school will attend a 'Writing a Quality EP' training when available. The next EP meeting will be in March 2019 and the school will ensure that this action correct.

- **Do EP Goals Progress Reports contain data driven comments?**

The school took immediate action to correct this concern. After the OSPR visit, the school has ensured that there are data based comments documented for the quarterly EP Goals Progress reports.

F. Explain how the charter school implements effective programs and services to meet the needs of English Language Learners as defined in the charter school's contract and as required by applicable law. An On-Site Programmatic Review and/or Desktop Review may be conducted.

Broward Math and Science Schools offers effective services for English Language Learners through their general education classes. Students in the ELL program are evaluated and monitored based on the Home Language Survey, IDEA Proficiency Tests, ACCESS 2.0 and ELL committee meetings. Teachers provide ELL students with accommodations and strategies according to the specific lesson in order to meet the ELLs' individual needs. All teachers are provided with their student's ACCESS 2.0 scores, WIDA Can Do descriptors and the Classroom Instruction panel in ELlevation to guide instructional decisions to support ELLs. Teachers are also provided with the Strategies and Accommodation matrix which includes the codes and strategies that they use in their lesson plans for daily lessons. Some examples of the accommodations and strategies that are provided for our ELL are bilingual dictionaries, academic content glossaries, small group instruction, extended time, peer assistance and visual modeling.

To address the ESOL concerns from the school's programmatic review, Broward Math and Science Schools has addressed and implemented the following corrections that will continue to implement for the duration of the new contract period:

- **Is the ELL Folder and ELL Plan reviewed and updated as needed?**

The school took immediate action to correct this concern. The school has ensured that all ELL plans are updated including the three that had insufficient information. The ESOL Contact will continue to refer to the ESOL handbook and ESOL meetings and trainings for further guidance.

- **Are ESOL Program panels updated on Total Educational Resource Management System (TERMS)?**

The school took immediate action to correct this concern. All data has been communicated properly with the IMT. The school has ensured that the information on TERMS matches the information on ELlevation and in the ELL folders. The ESOL contact will continue to use the appropriate communication templates for the IMT and also work closely with the IMT.

- **Are annual reviews completed on or within 30 days prior to the anniversary date?**

The school took immediate action to correct this concern. The school has ensured that evidence of annual reviews are provided and that it is properly documented including the one that had insufficient information during the OSPR visit. The ESOL Contact will continue to refer to the ESOL handbook and ESOL meetings and trainings for further guidance.

- **Are procedures followed for Extension of Services (REEVALs)?**

The school took immediate action to correct this concern. The school has ensured that the proper procedures are followed for REEVALs. The ESOL Contact will continue to refer to the ESOL handbook and ESOL meetings and trainings for further guidance.

- **Are required assessments administered on or within 30 days prior to the anniversary dates for Extension of Services (REEVALs)?**

The school took immediate action to correct this concern. The school administered the IPT L/S/R/W for students that REEVALs were completed after Oct. 1st.

- **Are ELL Committee meetings convened in a timely manner for REEVALs?**

The school ensures that future REEVALs are completed in a timely manner.

- **Is the School following the District ELL Plan processes to ensure that ELLs receive allowable testing accommodations?**

The school took immediate action to correct this concern. The School has provided evidence of allowable accommodations for ELLs. WIDA can do descriptors have been distributed to teachers on the day of the OSPR visit. Since the visit the WIDA can do descriptors have been used when grading and planning for comprehensible instruction.

- **Are procedures followed for students who met established State criteria exited?**

The school took immediate action to correct this concern. The school ensures that the proper procedures are followed for exiting students through an ELL committee including the one folder that was out of compliance.

- **Is the use of ESOL Instructional Strategies monitored for implementation?**

The school took immediate action to correct this concern. The school provided evidence that ESOL strategies are implemented as identified in the lesson plans. Teachers put their accommodations under the category labeled "ESOL Strategies", the label has been changed to "ESOL Strategies and Accommodation" in the lesson plan after the OSPR visit.

- **Does the performance of the Paraprofessional meet the requirements of META?**

The school has evidence that staff assigned to provide Home Language Assistance is trained to meet the needs of ELLs.

G. Explain the school's current process for MTSS/Rtl.

What is the school's plan for MTSS/Rtl to ensure that the process is appropriately implemented during the next charter agreement term?

The Response to Intervention (Rtl) model guides the school with implementing a tiered approach to instructional delivery that includes fidelity of instruction using the core program and interventions of increasingly higher intensity, based on the differentiated needs of students. This multi-tiered approach to providing services and interventions to students at increasing levels of intensity are based on progress monitoring and data analysis. Problem solving at all tier levels is a cyclical process that involves analyzing the data to identify the problem and determine why the problem is occurring, implementing an instructional plan to target specific differentiated student needs, and evaluating the plan to ensure effective response to the intervention.

The process for MTSS/Rtl at Broward Math and Science Schools begins with identification through the Early Warning System using Basis 3.0. Some of the EWS indicators used to identify students for Rtl are whether a student is below grade level in reading and/or math, previous retention, frequent behavioral referrals and frequent tardiness and/or absences.

The Collaborative Problem-Solving Team and the general education teachers meet to first identify the problem by using the EWS indicators and compare the students' current level of performance to their expected level of performance and their peers' level of performance. The School uses Florida Standards Assessment and i-Ready Diagnostic Progress Monitoring Assessments to monitor throughout the school year. Once the problem is identified within the CPS team meeting, a hypothesis is made to answer why the student is not performing on level.

Next, the CPS team discusses evidence based interventions to be implemented including the intensity to match the specific student, setting and problem. For students who are performing below grade level, teachers implement Tier 2 interventions such as i-Ready, small group instruction using Reading Wonders Tier Interventions, Go Math Intervention, Inside curriculum, i-Ready Phonics Tools for Instruction packets and after school tutoring to supplement their learning. Middle school students who are Level 1 and 2 take Intensive Reading and Intensive Math classes instead of electives. In these intensive math and reading classes, instruction is delivered based on i-Ready diagnostic test results.

After 6-9 weeks, the CPS team reconvenes to discuss the current data and whether or not the student is responding to the intervention. If the student has improved and is responding well to the intervention, they remain on Tier 2 and continue the interventions or return to Tier 1. If the student is not responding positively then the CPS team discusses whether or not the intervention frequency needs to be increased or if the initial hypothesized problem is truly the problem that needs to be targeted. If the frequency needs to be increased then the student is moved to Tier 3 for more intense interventions. This process continues for another 6-9 weeks until improvement is seen, or the CPS team determines that further evaluation is required.

Within a three-tiered instructional/intervention model, Tier 1 includes the instruction all students receive, Tier 2 includes instruction or intervention provided to students who are not meeting the expected level of performance. Tier 3 includes intensive, small group or individual interventions for students not meeting the expected level of performance and performs significantly below their peers. The School monitors and identifies students to be placed within the RtI process based on data, teacher observations and recommendations. The School preliminary uses i-Ready Growth Monitoring data and formative assessments administered in the classroom for progress monitoring. To implement Tier 2 interventions in a small group setting, 3-4 times per week using i-Ready tool box which provides specific interventions and tools while working with those students who has particular deficiency for a particular standard. Tier three interventions are also conducted in a small group or via one-on-one instruction, 3-4 times per week. The School will ensure to continuously progress monitor students and analyze data to identify any students who would benefit from the MTSS/RtI process. The ESE Specialist will conduct meetings during pre-planning as a refresher to all teachers regarding the identification, implementation and monitoring of students to the MTSS/RtI program.

An example for reading, as part of Tier I universal core instruction, all students participate in a dedicated, daily, minimal 90-minute uninterrupted initial instruction reading block at elementary level, which includes an explicit whole group lesson from the Comprehensive Core Reading Program (CCRP), small group differentiated initial instruction, and independent and peer collaborative application of skills/strategies in literacy centers. This initial instruction is explicit, systematic, scaffolded, differentiated, guided by data analysis, and focused on the six essential components of reading (oral language, phonemic awareness, phonics, fluency, vocabulary, comprehension). Students identified as struggling readers (Tier II and Tier III) participate in additional daily immediate intensive intervention (iii) instruction that focuses on the specific differentiated needs of students and provides more intense reading instructional time that extends beyond the initial 90-minute reading block for which a double or triple dose of targeted instruction is delivered. This intervention continues until the reading deficiency is remedied.

Daily reading intervention (Tier II and Tier III) for secondary students include on a daily basis: whole group explicit instruction from the Comprehensive Intensive Reading Program (CIRP), small group differentiated instruction, independent reading practice monitored by the teacher, an

infusion of Florida Standards and benchmarks specific to the subject area, and a focus on informational text at a ratio matching State Assessments. Students that are reading below level have a variety of intervention needs and teachers recognize that no single program or strategy can be successful for the remediation of all students. Teachers work with the lead teacher and implement a variety of effective reading strategies that are grounded in scientifically based reading research and proven to have been successful in the remediation of struggling adolescent literacy learners.

If the core instruction is not both effective and equitable, then Tier 2 (Supplemental) interventions are provided to those students identified as "at-risk."

Characteristics of Tier 2 interventions are:

1. Interventions delivered to smaller groups of students either in the general education classroom or outside of the general education classroom.
2. Interventions must be provided in addition to core instruction
3. Interventions focus on particular skill areas that need strengthening.

Tier 3 interventions are developed based on individual student needs following a problem-solving process that use diagnostic assessment to inform intervention development. Progress monitoring of intervention effectiveness is the same for Tier 3 as in Tier 2.

Characteristics of Tier 3 interventions are:

1. Interventions are delivered to very small groups of students or to students individually.
2. Interventions must be provided in addition to Tier 1 instruction. Tier 3 children should be receiving the most instructional minutes. It is critical that Tier 3 instruction does not supplant the core instruction.
3. Interventions focus more narrowly on defined skill areas.

The goals for these students are:

- Instruction with a structured delivery based on a 90-minute class session. This model assures daily direct instruction in whole group (30 min.), direct instruction and intervention in a small group setting (30 min), use of research-proven software (20 min), whole group direct instruction, and closure (10 min);
- Use of reading materials of various levels of difficulty and interest;
- Maintenance of a print-rich classroom learning environment which includes trade books, high interest fiction and non-fiction titles, and books that connect to other subject areas;
- Strong vocabulary emphasis across the curriculum through practice with definitions in context, dictionary definitions, understanding of word parts, analogies, and etymologies;
- Use of predictable language materials for students who are lagging behind three grade levels in reading. These materials are based on rhyme, rhythm, and repetition of patterns. Materials will be high interest to motivate the reluctant reader. Reading will be further enriched via visual formats in building conceptual models. This results in dynamic, visual, and spatial images that promote the formation of vivid mental models that are especially beneficial for students with little knowledge;
- Use of computer-assisted instruction for students to practice reading skills;
- One-on-One tutoring both in class and after school;
- After-school mentoring opportunity;

- Weekend school.

There were no areas of concern regarding MTSS/RtI during the OSPR visit. The school commits to following Federal, State and local laws, policies and procedures as well as Broward County Public School's policies and procedures regarding MTSS/RtI.

- **Provide the charter school's Early Warning System (EWS) data and explain how the school plans to support vulnerable student populations as identified by the EWS.**

Early Warning System Data (K-8)

Indicators	K	1st	2nd	3rd	4th	5th	6th	7th	8th	Total
Attendance below 90 %	0	2	2	4	1	4	2	2	6	23
One or more suspensions	0	0	0	2	1	0	1	0	0	4
Level 1 on statewide assessment	NA	NA	NA	1	4	11	5	8	12	41
Students exhibiting two or more indicators	0	0	0	0	0	2	1	1	2	4

School's plan to support students demonstrating warning flags in "**Attendance below 90 %**" indicator is as follows:

At Risk of Missing more than 10 % of Days

» Review attendance every week for students who are chronically absent or at risk of chronic absence (due to chronic absence in the past or existence of a health challenge such as asthma). Look for patterns in attendance

A. Monitor Data

- » Look for qualitative data to assess the underlying cause for a student's continued absences
- » Call or send letter to alert family to attendance concerns and explore what help may be needed.
- » Suggest a home visit and/or conference to address barriers to attendance
- » Provide parents with family-friendly, easy-to-understand information and/or assistance in reaching out to social services or community resources that may be helpful in addressing barriers identified

B. Engage students and parents

- » Help parents understand and avoid legal consequences of extreme chronic absence
- » Nurture teacher interest and capacity in helping to reach out to chronically absent students and their families
- » Determine if the student has make up work that is needed to keep up their grade point average and ensure the student and their family understand what make up work is due
- » Work with students and families to set attendance goals and time frames

C. Recognize Good & Improved Attendance

- » Engage students in tracking their own attendance daily
- » Recognize good and improved attendance weekly
- » Develop strategies with students based on age, interest and other factors

D. Provide Personalized Early

- » Schedule Parent/School Staff Conference to discuss absences (Principal, Vice Principal, Teacher, Guidance Counselor, etc.)

Outreach

- » Refer families to appropriate services e.g. social services, human resources, housing, and health services
- » Makes home visits and connect families with needed resources
- » Work with students and families to develop strategies for improved attendance

E. Remove barriers to attendance

- » Identify barriers to attendance, such as health, transportation or housing
- » Involve public agencies and community partners and resources as needed to address barriers to attendance
- » Provide families with information on community resources that can help overcome barriers

School's plan to support students exhibiting indicators in state testing is as follows:

The process for MTSS/Rtl at Broward Math and Science Schools begins with identification through the Early Warning System using Basis 3.0. Some of the EWS indicators used to identify students for Rtl are whether a student is below grade level in reading and/or math, previous retention, frequent behavioral referrals and frequent tardiness and/or absences.

The Collaborative Problem-Solving Team and the general education teachers meet to first identify the problem by using the EWS indicators and compare the students' current level of performance to their expected level of performance and their peers' level of performance. The School uses Florida Standards Assessment and i-Ready Diagnostic Progress Monitoring Assessments to monitor throughout the school year. Once the problem is identified within the CPS team meeting, a hypothesis is made to answer why the student is not performing on level.

Next, the CPS team discusses evidence based interventions to be implemented including the intensity to match the specific student, setting and problem. For students who are performing below grade level, teachers implement Tier 2 interventions such as i-Ready, small group instruction using Reading Wonders Tier Interventions, Go Math Intervention, Inside curriculum,

i-Ready Phonics Tools for Instruction packets and after school tutoring to supplement their learning. Middle school students who are Level 1 and 2 take Intensive Reading and Intensive Math classes instead of electives. In these intensive math and reading classes, instruction is delivered based on i-Ready diagnostic test results.

Attachments

Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION

– No Attachments –

Notes

FINANCIAL PERFORMANCE

1. FINANCIAL MANAGEMENT

A. Explain how the charter school implements an effective system of internal controls over revenues, expenses, and fixed assets, and exercises good business practices.

The School has a policy and procedure that includes, at a minimum: establishment of a modified accrual accounting system, a chart of accounts that uses the same numbering system as the DOE, internal controls that establish segregation of duties and authorization and processing of disbursements, establishment of a payroll system, and process for meeting DOE data reporting requirements. The Governing Board adopts and maintains an annual operating budget in the governing board meetings. The principal authorizes the expenses according to approved budget. The business manager enters income and expenses to the QuickBooks and keep all the records. Monthly financial reports are obtained in accordance with standards and generally accepted accounting principles. Those financial reports are reviewed in the board meetings and shared with the district monthly. The principal and the president are authorized to sign the checks on behalf of school. The principal and business manager, and board make sure that the expenses are in light of approved budget regularly. The board makes sure the school's financial resources are properly managed based upon an effective monitoring on the approved annual budget.

There are currently two mechanisms in place for governing board to monitor the school's financial health and compliance. One is business manager and principal working closely with board to make sure school's financial health and compliance. The second one is that the governing board reviews school financials to make sure school's financial health and compliance in every board meeting. Furthermore, the district financial reports are monitored by the district to oversight the financial health of the school.

Furthermore, the School works with an independent CPA and has been in compliance for conducting an annual audit of the financial operations of the school since inception. Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. Financial reporting are subject to any directives issued by the State of Florida and the local school district. Accounting and maintaining are in accordance with Governmental Accounting and Financial Reporting Standards using the "Redbook." The financial reports and records reflect the Governmental Accounting Standards Board (GASB) Statement 34 guidelines, applicable for state and local governments and their units. These reports contain reports showing in detail the revenues, expenditures, and changes in the fund balance. The statements are prepared based on Generally Accepted Accounting Principles and abide by the conventions of Financial and Program Cost Accounting and Reporting for Florida Schools, Rule 6A-1.087, Florida Administrative Code (the Redbook). Only certain school personnel have access to student records, and computerized records are backed up regularly and stored in a secure area.

Internal accounting procedures for the School pertaining to receivables and disbursements are as follows:

Internal control is defined as a process affected by an organization's structure, work and authority flows, people and management information systems, designed to help the organization accomplish specific goals or objectives. It is a means by the School's resources are directed,

monitored, and measured. It plays an important role in preventing and detecting fraud and protecting the School's resources, both physical (e.g., machinery and property) and intangible (e.g., reputation or intellectual property such as trademarks). At the organizational level, internal control objectives relate to the reliability of financial reporting, timely feedback on the achievement of operational or strategic goals, and compliance with laws and regulations. All employees of the School are responsible for managing internal controls. The School Board and School Administration is specifically responsible for ensuring that internal controls are established, properly documented, and maintained in the school. The School, under the direction of the Board establishes and maintains adequate accounting records and internal control procedures. Internal control consists of five components: control environment, risk assessment, control activities, information and communication, and monitoring. The objectives of internal control relate to financial reporting, operations, and compliance.

Control Activities - Approvals

- Written policies and procedures
- Limits to authority
- Supporting documentation
- Question unusual items
- No "rubber stamps"
- No blank signed forms/checks

An important control activity is authorization/approval. Authorization is the delegation of authority; it may be general or specific. Giving the school principal permission to expend funds from an approved budget is an example of general authorization. Specific authorization relates to individual transactions; it requires the signature or electronic approval of a transaction by a person with approval authority. Approval of a transaction means that the approver has reviewed the supporting documentation and is satisfied that the transaction is appropriate, accurate and complies with applicable laws, regulations, policies, and procedures. Approvers, the School principal or the Board should review supporting documentation, question unusual items, and make sure that necessary information is present to justify the transaction-before they sign it. Signing blank forms are never be allowed. Approval authority, the Principal and the Board may be linked to specific dollar levels. Transactions that exceed the specified dollar level would require approval at a higher level, the Board. Under no circumstance should an approver tell someone that they could sign the approver's name on behalf of the approver. Similarly, under no circumstance should an approver with electronic approval authority share his password with another person.

To ensure proper segregation of duties, the person initiating a transaction should not be the person who approves the transaction.

Control Activities - Reconciliations

- A reconciliation is a comparison of different sets of data to one another, identifying and investigating differences, AND taking corrective action, when necessary.
- For example, verifying charges in the general ledger to file copies of approved invoices.

Broadly defined, a reconciliation is a comparison of different sets of data to one another, identifying and investigating differences, and taking corrective action, when necessary, to resolve

differences. Reconciling monthly financial reports from the QuickBooks (e.g., Statement of Accounts, Ledger Sheets, etc.) to file copies of supporting documentation is an example of reconciling one set of data to another. This control activity helps to ensure the accuracy and completeness of transactions that have been charged to the School. To ensure proper segregation of duties, the person who approves transactions or handles cash receipts should not be the person who performs the reconciliation. Reconciliation is done by the School admin and/or the School Board member. The School Board reviews all of the financial statements in each of their meetings. Another example of a reconciliation is comparing vacation and sick leave balances per departmental records to vacation and sick leave balances per the payroll system. A critical element of the reconciliation process is to resolve differences. It does no good to note differences and do nothing about it. Differences should be identified, investigated, and explained--corrective action must be taken by the Principal and the Board. If an expenditure is incorrectly charged to the School, then the approver, in daily operation the Principal, should request a correcting journal entry; the reconciler should ascertain that the correcting journal entry was posted. Reconciliations should be documented and approved by the School Board.

Control Activities - Reviews

- Budget to actual comparison
- Current to prior period comparison
- Performance indicators
- Follow-up on unexpected results or unusual items

Reviewing reports, statements, reconciliations, and other information by the Board and Administration is an important control activity; the school admin and the Board reviews such information for consistency and reasonableness. Reviews of performance provide a basis for detecting problems. The school admin and the Board compares information about current performance to budgets, forecasts, prior periods or other benchmarks to measure the extent to which goals and objectives are being achieved and to identify unexpected results or unusual conditions which require follow-up. The Board and Administration review of reports, statements, reconciliations, and other information should be documented as well as the resolution of items noted for follow-up.

Control Activities – Asset Security

- Security of physical and intellectual assets
- Physical safeguards
- Perpetual records are maintained
- Periodic counts/physical inventories
- Compare counts to perpetual records
- Investigate/correct differences

Liquid assets, assets with alternative uses, dangerous assets, vital documents, critical systems, and confidential information must be safeguarded against unauthorized acquisition, use, or disposition. Typically, access controls are the best way to safeguard these assets.

The School for capital assets or significant inventories establish perpetual inventory control over these items by recording purchases and issuances. Periodically, the items are physically counted by a person who is independent of the purchase, authorization and asset custody functions, and the counts should be compared to balances per the perpetual records. Missing items are

investigated, resolved, and analyzed for possible control deficiencies; perpetual records should be adjusted to physical counts if missing items are not located.

Control Activities – Segregation of Duties

No one person should...

- Initiate the transaction
- Approve the transaction
- Record the transaction
- Reconcile balances
- Handle assets
- Review reports

At least two sets of eyes

Segregation of duties is critical to effective internal control; it reduces the risk of both erroneous and inappropriate actions. In general, the approval function, the accounting/reconciling function, and the asset custody function should be separated among employees, the accountant, admin and the Board. When these functions cannot be separated, due to small department size, a detailed supervisory review of related activities are required as a compensating control activity. Segregation of duties is a deterrent to fraud because it requires collusion with another person to perpetrate a fraudulent act. Specific examples of segregation of duties are as follows:

- The person who requisitions the purchase of goods or services should not be the person who approves the purchase.
- The person who approves the purchase of goods or services should not be the person who reconciles the monthly financial reports.
- The person who approves the purchase of goods or services should not be able to obtain custody of checks.
- The person who maintains and reconciles the accounting records should not be able to obtain custody of checks.
- The person who opens the mail and prepares a listing of checks received should not be the person who makes the deposit.
- The person who opens the mail and prepares a listing of checks received should not be the person who maintains the accounts receivable records.

Monitoring

Monitoring is the assessment of internal control performance over time; it is accomplished by ongoing monitoring activities and by separate evaluations of internal control such as self-assessments, peer reviews, and internal audits. The Board is overseeing the financial activities monitoring them closely. The purpose of monitoring is to determine whether internal control is adequately designed, properly executed, and effective. Internal control is effective if the school and interested stakeholders have reasonable assurance that:

- They understand the extent to which operations objectives are being achieved.
- Published financial statements are being prepared reliably.
- Applicable laws and regulations are being complied.

Just as control activities help to ensure that actions to manage risks are carried out, monitoring helps to ensure that control activities and other planned actions to affect internal control are carried out properly and in a timely manner and that the end result is effective internal control.

Separate evaluations, on the other hand, such as self-assessments and internal audits, are periodic evaluations of internal control components resulting in a formal report on internal control.

Administration and Board role in the internal control system is critical to its effectiveness. The use of spot checks of transactions or basic sampling techniques can provide a reasonable level of confidence that the controls are functioning as intended.

Purchasing

The School develops cost-effective and efficient purchase requirements in order to achieve full and open competition, meet delivery schedules, control inventory and material, and expedite purchases.

The School selects the most responsive and responsible vendor to provide required materials and services, and promotes competition in order to obtain fair and reasonable prices.

After approval of the annual budget, the School Principal reviews the School's needs to uncover patterns of orders, and opportunities for clustering orders, to achieve volume discounts. In preparing purchase requisitions, the School Principal or designee identifies minimum needs.

Processing Purchase Requisitions

1. Purchase Requisitions are forwarded to the School Administrative Assistant or Receptionist. The School Administrative Assistant or Receptionist prepares a spreadsheet by vendor for the items requisitioned.
2. The Purchase Requisitions includes the following:
 - i. A description of items ordered
 - ii. A cost estimate
 - iii. The required delivery information
 - iv. A statement of the nature and purpose of the procurement
3. Purchase Requisitions are approved by the School Principal, after review of the remaining budget.
4. The Administrative Assistant presents Purchase Requisitions to the School Principal for review and approval.
5. Approved Purchase Requisitions are forwarded to the School Bookkeeper or School Principal.

Processing Purchase Orders

1. A Purchase Order is prepared by the School Principal or approves the information that was input by the Bookkeeper.
2. Before a Purchase Order is sent to a supplier, it is reviewed by the School

Principal for accuracy of the dates, account coding, quantities listed, and arithmetic extensions.

3. Purchase Orders are approved by the School Principal.
4. Two copies of the Purchase Order are prepared. One copy is forwarded to the vendor, and the other copy is filed alphabetically by vendor in the business office and entered in the Purchase Order Log by pre-assigned number to track outstanding commitments.

In all purchases, the school uses the State Sales Tax exempt form, which is currently in place.

Fixed Assets

The School follows the policy of capitalizing all fixed assets purchased greater than \$750 per unit. The School does inventory, register, and tag all tangible personal property purchased with public funds and implement a fixed asset management system recording such inventory as registered and tagged. The school develops guidelines for the inclusion and exclusion of items from the fixed asset inventory system and identify the person responsible for maintaining the fixed asset inventory system. Fixed assets are accounted for by the following classifications: land, building, equipment, betterment, leasehold improvements, equipment, furniture, and computer hardware and software. The fixed assets subsidiary ledger contains the full history of each capital asset acquired: original acquisition cost, and any costs incurred to prepare the asset for use.

Procedures

1. Asset acquisitions, transfers, and dispositions are entered in the fixed assets subsidiary ledger on a periodic basis.
2. The fixed assets subsidiary ledger is reconciled with the control account in the general ledger on a monthly basis. Any differences are analyzed and resolved by the School Principal.

Depreciation

Procedures

The School capitalizes all fixed assets when acquired, and records the historical cost of these items in the general ledger. In accordance with generally accepted accounting principles as they relate to special purpose business-type activity, government entities, depreciation expense must be recorded in the general ledger at the end of each year. The School uses the straight-line method of depreciation over the assets useful life as determined as follow:

Computers

3 years

Office Equipment	5 years
Vehicles	5 years
Office Furniture	7 years
Leasehold Improvements	Useful life or life of lease, whichever is less
Building Improvements	20 years
Building	40 years

To ensure that all recorded assets exist and are in use;

- (i) All property and equipment is tagged when received.
- (ii) Physical inventories are performed bi-annually.
- (iii) Differences between physical inventories and amounts recorded in the control account are analyzed and reconciled monthly.

Disposal of Property and Equipment

To ensure that assets no longer in use are disposed of in accordance with existing policies.

- (i) Use of fixed asset disposal authorization forms.
 - (ii) Disposal or transfer of fixed assets only with proper authorization.
- i. Periodic count of fixed assets that is reconciled with fixed assets recorded in the control account in the general ledger.

Procedures

1. A determination is made by the School personnel as to the usefulness of a fixed asset.
2. An Asset Disposal Form, including a description of the asset, purpose for disposal and methodology of disposal is prepared with proper written authorization from the School Principal.
3. The Asset Disposal Form is reviewed and signed by the School Principal.
4. A copy of the Asset Disposal Form is routed to the School Principal, who enters the dollar amount of the disposed fixed asset as a reduction in the fixed asset subsidiary ledger, and adjusts the control account in the general ledger. The treatment of any proceeds from the disposition, and the recognition of any gain or loss on sale of the disposed asset, is recorded in the general ledger.

B. Explain how the charter school adheres to general-accepted accounting principles.

The school follows the financial and cost accounting program that meets standards and requirements of the state of Florida. Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. Financial reporting is subject to any directives issued by the State of Florida and the local school district. Accounting and maintaining are in accordance with Governmental Accounting and Financial Reporting Standards using the "Redbook." The School utilizes the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. The financial reports and records reflect the Governmental Accounting Standards Board (GASB) Statement 34 guidelines, applicable for state and local governments and their units. Required financial reports are prepared and sent to the Sponsor on a timely basis to ensure accountability of expenses. Financial reports and annual statements that include revenues and expenditures are prepared in accordance with generally accepted accounting principles.

Fiscal year starts July 1st of current year through June 30th of the following year. The School Board contracts annually with a qualified independent certified public accounting firm to conduct an audit of the Charter School's financial statements in accordance with auditing standards.

Some of the practices that the school implements:

- Utilize the standard state codification of accounts (Redbook) as a means of codifying all transactions pertaining to its operations for both internal and external reporting;
- Record transactions managed by these accounts in a QuickBooks or similar program;
- Reconcile monthly reports and bank statements and keep in monthly binders at the school;
- Record and log all cash and checks received and deposit daily;
- Require dual signatures for all checks over \$10,000, as established by the Board;
- Make disbursements only to authorized/approved vendors;
- Conduct physical property inventories at the beginning and end of every school year to safeguard fixed assets;
- Categorize, label, and record all fixed assets in an Inventory Log which is updated throughout the school year as items are purchased and disposed;
- Follow guidelines and procedures for proper disposal and inventory followed by the state of Florida;
- Retain documents for a specified amount of time in accordance with the Florida Statutes.

C. Explain how the charter school submits timely and accurate financial information adhering to its financial reporting requirements as defined in the school's contract.

The School has been submitting to the Sponsor all required financial statements monthly and quarterly in the form of prescribed format with all supporting documents including un-audited balance sheets and statements of revenue, expenditures and fund balances, and budget to actual reports. In addition, the School provides an annual financial report and program cost report information to the district every year. All board meetings are open to public when the board review financial statements in its meetings. All meeting minutes, budgets, and annual audit reports are published at school's website. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) Statement 34 guidelines using governmental accounting. The Governing Board reviews the budget in each meeting, approving the preliminary and official operating budget, along with any amendments, to ensure fiscal accountability and economic sustainability. The school also provides required Title I expenditure documentation to the Sponsor on a monthly basis.

Attachments

Section 1: FINANCIAL MANAGEMENT

– No Attachments –

2. FINANCIAL VIABILITY

A. Explain how the charter school maintains a balanced budget and a positive cash flow.

The School Board adopts an annual budget for each fiscal year and submits it to the Charter office as part of deliverables in a timely manner. Our school budgets always had sufficient funds to cover operating expenses associated with the operation of the School, including any lease payments, teacher and other staff salaries and benefits to support our vision, mission, beliefs, educational programs, and our plan for continual improvement. Audit results shows that the majority of the budget has been spent for instruction that supports the school's vision, mission, beliefs, educational programs, and action plans for improvement.

The School's Governing Board oversees the policies and procedures and financial oversight of the school. The school is annually audited by an independent audit firm. The CPA reported that Sections 10.854(1)(e)2., Rules of the Auditor General, requires that the auditor reports the results of our determination as to whether or not the School has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with the audit, the School did not meet any of the conditions described in Section 218.503(1), Florida Statutes. Section 10.854(1)(e)1., Rules of the Auditor General, requires that the auditor determines whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior audit findings or recommendations.

Section 10.854(1)(e)3., Rules of the Auditor General, requires that the auditor addresses in the management letter any recommendations to improve financial management. In connection with the audit, the auditor did not have any such recommendations. Section 10.854(1)(e)4., Rules of the Auditor General, requires that the auditor addresses noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with the audit, the auditor did not have

any such findings. In sum, since the inception, the external auditors have reported no substantial audit findings or recommendations throughout the charter contract period.

In addition, the school has maintained proper internal controls, cash management, and fiscal responsibility during the term of the charter. All of the school's financial obligations are in good standing. The School has maintained balanced budgets and positive cash flows over the past four (4) years, as evidenced in the certified audited financial statements and notes thereto on file with the school district.

The Board reviews and approves a preliminary annual budget prior to the beginning of the fiscal year. The Principal and business manager prepare a school budget, which include anticipated revenues and expenditures based on student enrollment. The Board reviews the budget and makes modifications and revisions as needed in each board meeting. The Governing Board will diligently continue oversee the policies and procedures and financial oversight of the school and remain responsible for all financial matters delegated to the Principal during the new charter term.

B. Verify that the charter school's financial obligations are in good standing.

In first two years, the School received a start-up grant from the FLDOE that helped to purchase furniture, fixtures, textbooks, and materials. The School has operated in a fiscally conservative manner for years with a balanced budget each year. Our annual audits have been sound with no findings. The School has never experienced any cash flow issues or debt during the first charter term. As mentioned above, the Governing Board oversees the policies and procedures and financial oversight of the school. The School is annually audited by an independent audit firm. The external auditors have reported no substantial audit findings or recommendations throughout the charter contract period. Likewise, the School has not met any of the conditions described in Section 218.503(1), Florida Statutes Financial Emergency. The School has maintained proper internal controls, cash management, and fiscal responsibility during the first term of the charter.

In addition, the School owed the District two months of revenue, \$333,723.27, due to facility issues and delay in opening of the School when it was first approved. One of financial successes of the School was to be able to pay back this outstanding liability within the first charter term and maintained fiscal solvency. The established sound financial procedures to safeguard the finances as detailed above help the School's financial obligations being in good standing so that the school can sustain any unforeseen expenditures based on the current net balance and anticipated surplus. Furthermore, the projected five-year budget demonstrates the School will continue to operate with a surplus.

C. Provide a detailed explanation for the sound and sustainable long-term financial plan for the charter school.

The School's current capacity and financial reports has shown sound and sustainable long-term financial plan during the first term of the charter. As seen from five-year projected budget, the School will further strengthen its financial performance for the upcoming term of the charter agreement by maintaining enrollment and adhering to budgeted expenditures, as approved by the Governing Board. The Projected Five-Year Budget for 2019-2024 is a conservative projection of revenues while expenditures are based on historical data and account for increase in cost of living. It is anticipated that the school will continue to accumulate a surplus that will serve to increase the net asset balance of the School. With our fixed expenses and gradual student growth, we are able to ensure growth, which will keep us in a positive financial status. The

leadership at the School creates and maintains a balanced budget in order to support the vision, purpose, beliefs and values, educational programs, and action plans for continuous improvement and provides guidance and resources to assist the school with fiscal responsibility and accountability on a long-term basis. The School used the Revenue Estimate Worksheet for 2018-2019 (Appendix R- Revenue Estimate Worksheet FOR 2018-2019) to forecast the revenue and created a Projected Five (5) Year Budget for 2019-2024 (Appendix Q- Projected Five Year Budget for 2019-2024) based on this revenue and current expenditure data. These measures will ensure the sound and sustainable long-term financial plan for school operations over the next five (5) years.

Attachments

Section 2: FINANCIAL VIABILITY

– No Attachments –

ORGANIZATIONAL PERFORMANCE

1. STUDENT ENROLLMENT AND CONDUCT

A. Explain if the charter school's actual enrollment has been consistent with its projections.

If it has not been consistent, what measures has the charter school taken to increase student enrollment.

During the first term of the charter, the School has anticipated to serve K-12 grade level by increasing student body gradually. The plan was to secure another close by facility to have a high school. However, due to facility challenges in the area, the School wishes to stay at K-8 grade level during the new term of the charter. The current facility can only handle K-8 grade level, about 500 students, and there is no room to grow to a high school.

During the initial term, after the first charter approval, since the facility was not ready on time, first charter was not open back then. This had impacted current charter's enrollment numbers at initial year. However, the School was able to pick up more students as it continued its operation and being known in the area. The School enrollment has been consistent for the last four years.

The School has ensured that its enrollment supports fiscal solvency to operate its programs, and safe and secure environment to ensure that the school is in compliance with local regulations and guidelines regarding occupancy. Student enrollment has increased annually from 2014-2018. The School plans to gradually increase the enrollment during the new charter term since there are more students in lower grade levels that will eventually move onto upper grade levels.

Year	Enrollment*	Year	Projection
2014-15	95	2019-20	350
2015-16	192	2020-21	400
2016-17	258	2021-22	450
2017-18	323	2022-23	500

2018-19 320** 2023-24 500

*Final unweighted numbers.

** Projection for this year.

B. Provide the demographics of the community the charter school serves.

Our community is represented in the demographic of the School's enrollment. The racial/ethnic composition is reflective in our student body. Our current enrollment by ethnicity is represented in below table.

*K-8 Schools nearby	% WHITE	% BLACK OR AFRICAN AMERICAN	% HISPANIC/LATINO	% ASIAN	% TWO OR MORE RACES
BROWARD MATH AND SCIENCE SCHOOLS	19.4	44.6	29.5		5
RENAISSANCE CHARTER SCHOOL AT CORAL SPRINGS	25.7	25.8	38.9	6.4	2.6
RISE ACADEMY SCHOOL OF SCIENCE AND TECHNOLOGY	16.5	70.6	9.5		

*Based on
2016-2017 SPAR

Based on 2016-2017 SPAR, the largest subgroup student demographics are: Black (44.6%), Hispanic (29.5%), and White (33%), and 5% multiracial.

At Renaissance Charter School at Coral Springs, the current demographics reflect that the students are 38.9% Hispanic, 25.8% Black, 25.7% White, 6.4% Asian, and 2.6% multiracial. At Rise Academy, the current demographics reflect that the students are 9.5% Hispanic, 70.6% Black, and 16.5% White.

Please see the Table.7 in the attachment section of ORGANIZATIONAL PERFORMANCE for percentage of economically disadvantaged students, number of students enrolled and percent of minority students in our school.

C. Describe the charter school's current enrollment procedures as defined in the charter school's contract and in compliance with applicable law.

The School implements enrollment procedures in compliance with applicable law and as described in the contract. The School opens to children in Kindergarten through 8th grade who submits a timely application. Every applicant will be given equal opportunity in the admissions process. The School emphasizes that any eligible applicant will be accepted regardless of race, color, national origin, religion, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or athletic performance.

The school will have an enrollment season. The deadlines for applications, lottery date, and registrations will be publicly announced on the school website. If the number of applicants exceeds capacity all applicants shall have an equal chance of being admitted through a random selection process, lottery. If the number of applicants is less than or equal to the number of available slots each qualified applicant will be accepted and enrolled. If the number of applicants meeting the established criteria of the charter exceeds the stated capacity of the school, or individual classroom or program, each child will be placed in a random lottery (the "Lottery"). Each application will be given a number, and all numbers for each classroom/program will be placed in a database. Numbers will be drawn on a random basis and all slots available per grade will be filled based on the rank order of their drawing. The remaining numbers will be used to create the waiting list (the list will be developed based on the rank order in which the remaining assigned lottery numbers are randomly drawn).

Florida's charter school legislation, Fla. Stat. §1002.33(10)(d), provides that the School may give enrollment preference to certain student populations. Said student populations include:

1. Students who are siblings of a student enrolled in the charter school.
2. Students who are the children of a member of the governing board of the charter school.

3. Students who are the children of an employee of the charter school.
4. Students who are the children of an active-duty member of any branch of the United States Armed Forces.

During the second semester, the school sends home a re-enrollment form asking each parent to indicate if their student will return to the School the following school year. Additionally, the school asks if each attending student has any siblings that intend on enrolling next school year.

Once the forms are returned, the school calculates the number of students returning for each grade level and the number of new enrolling siblings.

After this information is aggregated, the school looks to see how many openings, if any, it will have. The school then notifies the public it is accepting new enrollment for the upcoming year and sets a preliminary date for the random selection process (the lottery). If there are more applications than seats available, the lottery process is used to determine who is enrolled. All students who are not selected in the lottery are placed on a waiting list. Any premature vacancies due to student withdrawals will be filled in from the waiting list. Students may withdraw from the charter school at any time and enroll in another public school as determined by policy set by the School Board of Broward County, Florida.

D. Describe the charter school's plan to ensure a safe and secure environment.

The School maintains a safe and secure learning environment. For any incidents that occurred at the school, the appropriate corrective actions are taken to ensure the safety and security of the school and its students. The School has a code of conduct and implements it to provide criteria for addressing the issues that will ensure the health, safety, and welfare of all students. In addition, with the recent requirements of the Marjory Stoneman Douglas High School Public Safety Act, the School will have a guardian on campus and participates guardian program by working with Broward Sheriff Office.

Furthermore, the School administration, teachers and staff work closely to have student supervision all the time during school hours. Staff are available for car line as students arrive in the morning and are dismissed in the afternoon. Student Safety Patrols are readily available to assist with monitoring hallway traffic and student arrivals and dismissals. The School has staff who are certified in CPR/Child Safety. All external doors and access doors to classrooms are locked during school hours. The School has cameras and in the process of installing front door buzzers in the main office area and conducting an annual active shooter and building safety training provided by local law enforcement.

More importantly, our teachers and staff consistently model and teach appropriate behavior to our students. Students are awarded a Character Award throughout the school year for demonstrating appropriate behavior in school. Character lessons are implemented and modeled monthly in all classrooms.

Attachments

Section 1: STUDENT ENROLLMENT AND CONDUCT

1.1 [Table 7](#)

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Notes

2. FACILITIES

A.Explain how the charter school's facilities comply with applicable laws and codes.

Before the opening of the School, the building had to pass all required inspections including Health, Fire, and Safety inspections to obtain a certificate of occupancy, which are on file. The School submitted proof of the appropriate facility certification (including all certificates of occupancy and/or certificates of use that are required by applicable building codes) to the Sponsor before the initial opening day of classes. The school complies with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and section 504 of the Rehabilitation Act. The School obtained all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies. The School complies with the Florida Building Code pursuant to Section 1013.37, Florida Statutes, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, except as otherwise provided for under the requirements of the State Requirements for Educational Facilities (SREF). The School complies with the state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located, including reference documents, applicable state and federal laws and rules. The School does not have any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities.

During the first term of the charter, the onsite evaluation reports by the district acknowledge that the school facilities are up to code and that the facilities are conducive to a good learning environment in compliance with applicable facilities laws. The School receives annual fire inspection by fire and district building department and twice a year health inspection by health department in each fiscal year. All inspection reports are submitted to the District regularly.

B.Explain how the charter school complies with applicable health and safety laws.

The School complies with all applicable state and/or federal laws relating to the health, safety, and welfare of students. This is evidenced by the Fire and Health Inspection Reports which are on file. The School has records of all facility inspections for building, fire, and safety on file.

The School has shown no violations with all health and fire inspections. Fire and tornado drills are conducted and logged on a monthly basis in compliance with the law and provided to the Broward County Public School charter school office. Evacuation plans are available and are planned to ensure the safe evacuation of all persons from all areas of the school. Evacuation plans and Comprehensive Emergency Plans are posted within each classroom, office, and in common areas.

The School has policies and procedures for severe weather, fire, violent student behavior, dangerous intruder, and death at school, contagious outbreak, lockdown procedure and many others.

The School also carries all required insurances specified by the charter contract. Furthermore, the School is in compliance with requirements of recent Marjory Stoneman Douglas High School Public Safety Act, and will have a guardian on campus and participates in the guardian program by working with Broward Sheriff Office.

Attachments

Section 2: FACILITIES

– No Attachments –

3. GOVERNANCE, STAFF AND PARENTS

A.Explain how the charter school implements the governance structure as defined in the school's contract.

The legal entity that will organize and/or operate the school is Riverside Science, Inc., a Florida nonprofit corporation doing business as Broward Math & Science Schools which already has 501(c)3 status. Riverside Science, Inc., has four board of directors and those directors are governing board members of the School. The officer positions are president, vice president and secretary. The certificate of the Incorporation and by Laws of the entity are on file.

The corporation is managed by its board of directors ("Governing Board"). The Governing Board has the responsibility for all of the affairs and management of the School, policymaking, and provides continued oversight of school operations. Members are committed to the mission of the School and are cognizant of their responsibility to effectively and properly manage public funds. The Board is committed to the mission of the school and is cognizant of their responsibility to effectively and properly manage public funds. The school implements the governing structure as defined in the charter contract, by laws, and articles of incorporation.

Some of the responsibilities of Governing Board of the School:

- all fiduciary, legal and regulatory compliance issues
- annually adopt and maintain an operating budget and submit the approved budget to the

District each year along with a copy of the minutes of the meeting showing approval of the budget by the Governing Board

- retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the Governing Board;
- review and approve the audit report, including audit findings and recommendations for the financial recovery plan;
- monitor a financial recovery plan in order to ensure compliance, if applicable;
- establish, define, refine and oversee the School's educational philosophy, operational policies and procedures, academic accountability procedures, and financial accountability procedures and ensure that the School's student performance standards are met or exceeded;
- exercise continuing oversight of the School's operations;
- participate in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility;
- make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)18, Florida Statutes;
- adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)3, Florida Statutes;
- avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;

The Governing Board members are trained by the Charter School governance training in the areas of government in the sunshine, conflicts of interest, ethics, and financial responsibility. Certificates of governing board training for current governing board members are on-file.

B. Provide an explanation or verification of how the charter school complies with Sunshine Laws as applicable to charter schools and laws governing public records.

To ensure that parents/guardians will have ready access to the governance of the School, meetings of the Governing Board are open to the public in accordance with Section 286.011, Florida Statutes, unless confidentiality is required by law. The Governing Board provides reasonable public notice of the date, time, and place of its meetings and maintains at the School's site detailed minutes of its meetings, which are regularly scheduled. These meetings are open to the public, and the minutes are available for public review. The School's Governing Board publishes a calendar on its website that contains a schedule of all Governing Board meetings for the school year, including the date and time of the meetings and the locations. The School holds all meetings of its Governing Board at the school site within Broward County, Florida. Meeting minutes, budgets, and audited financial reports are posted on the school's website and provided to the Sponsor.

C. Employment/Staffing

- **Explain how the charter school employs instructional staff that meets state and federal qualifications.**

The School promotes and creates diversity in its staff and its employment practices are nonsectarian not violating the anti-discrimination provisions of Section 1000.05, Florida Statutes ("The Florida Education Equity Act"). In compliance with certification requirements, the School's teachers are certified and teaching in-field and the School's support staff have attained at least two (2) years of college education or have passed an equivalent exam. In conjunction with Title I funds, the School employs highly qualified teachers.

The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, all teachers in core academic areas are certified/qualified based on Florida Statutes and highly qualified as required.

In the event that the principal is unable to fill open an open position with a candidate who meets the certification criteria, an interim substitute teacher is hired. The open position is continuously advertised and the principal actively interviews in order to replace interim substitutes with appropriately certified instructional staff members. Parents are notified when their child's teacher is an interim substitute and/or when their child's teacher has an Out-of-Field agreement.

The School requires all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school are also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. The School does not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude.

As outlined in the charter contract, the School agrees:

- not to knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.
- that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

The School has adopted its employee handbook, which is in-file and each member of the staff adheres to the school's policies and procedures as stated in the employee handbook.

- **Explain the system that the charter school uses for teacher and administrator evaluations.**

The School uses the Florida Consortium of Public Charter Schools Model Evaluation for teacher and administrator evaluations, which is in file.

- **Provide the approved and adopted pay for performance plan and salary schedule if it has been recently updated.**

The school's Governing Board approved and adopted a pay for performance plan and salary schedule.

D. Demonstrate how the charter school has and is effectively involving parents in its programs as defined in the school's contract or prior application.

Parental involvement in school matters is an integral and a required part of the philosophy and operation of the School. The School established a communication system that includes parents, teachers, and the community members involved in the school. This system functions to assist school administration and teachers. The following areas represent a sampling of parental involvement:

- Parents are encouraged to volunteer with their child's teacher and/or be involved in other ways in school activities;
- Programs are set up and information is shared with parents about how they can assist their own children to learn;
- Parents are encouraged to become involved in instructional and support roles at the school and at home;
- Parents serve on various committees such as the school beautification committee, academic enrichment committees, public relations committee, etc;
- Parents attend parent conferences and "open houses" designed to keep communication and active involvement ongoing;
- Parents are surveyed annually, using parent satisfaction or school climate surveys; and
- Parents' remarks, comments, and suggestions are heard during regular board meetings.
- Lines of communication between the school's governing board or management team and

parents are always kept open.

- Monthly Newsletter
- Home Visits
- Class Dojo
- Call-em-All
- School website and social media pages

The board recognizes and values the parents' rights to information concerning board actions, school policies, and the educational and business operations of the school. Board members' and admin teams' contact information are shared with parents, and the principal has an open door policy.

The School informs the parents with their rights and responsibilities through its student handbook. The School has an online portal that parents can receive live feedback about their child's progress. In addition, faculty are assigned to work closely with the parents using one-on-one settings and group activities. Working with the parents in this way are the responsibility of each faculty member.

The School teachers encourage parents to be intimately involved in their children's education. This requires an understanding on the teacher's part, of what it is like to be a parent. Teachers attend all parent activities to achieve this goal. Our parents participate in individual class events as volunteers and chaperones. They plan different activities for the students, such as in-house fieldtrips, Fall Festival, Hispanic Heritage Night, Black History Month activities, STEM days and Thanksgiving Night, etc. Parents are encouraged to volunteer in classrooms, on fundraisers, and in special activities.

The School consistently communicates with parents and guardians with Class Dojo messages and written notices in student agendas, regular phone calls, emails, and Call-Em-All phone blasts. Parents and guardians are made aware of students' educational, material, physical, and emotional needs. The School facilitates academic meeting with parents so parents learn how to work with their children at home. Parents are encouraged to communicate with, and attempt to solve all problems with, classroom teachers as classroom teachers understand students than other staff members. If lingering issues between parents and classroom teachers remain, parents are encouraged to consult with the principal and a law enforcement officer, when necessary. If the issue cannot be resolved at the school-based administrative level, parents are referred to the Governing Board.

In addition, the School develops an annual Title I Parent Involvement Plan. Parental involvement initiatives and events are planned and facilitated, and parent participation is recorded and reported. The Board has also Parent Liaison who facilitates communication and concerns among parents, board members, and the administrative team. The Parent Liaison shares parent feedback, insight, and concerns with the principal continuously.

In summary, Parent involvement opportunities include but are not limited to Governing Board Meetings, Curriculum Nights, School Events, Parent Teacher Conferences, Classroom and Grade Level Communications, Climate Surveys.

Attachments

Section 3: GOVERNANCE, STAFF AND PARENTS

– No Attachments –

ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

Attachments

Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1.1	Appendix A	GUMUS, ALI, 11/16/18 2:04 PM	PDF / 57.309 KB
1.2	Appendix B	GUMUS, ALI, 11/16/18 2:04 PM	PDF / 1.592 MB
1.3	Appendix C	GUMUS, ALI, 11/16/18 2:04 PM	PDF / 228.97 KB
1.4	Appendix D	GUMUS, ALI, 11/16/18 2:04 PM	PDF / 439.653 KB
1.5	Appendix E	GUMUS, ALI, 11/16/18 2:04 PM	PDF / 101.872 KB
1.6	Appendix F	GUMUS, ALI, 11/16/18 2:03 PM	PDF / 317.31 KB
1.7	Appendix H	GUMUS, ALI, 11/16/18 2:03 PM	PDF / 75.679 KB
1.8	Appendix I	GUMUS, ALI, 11/16/18 2:03 PM	PDF / 546.741 KB
1.9	Appendix L	GUMUS, ALI, 11/16/18 2:02 PM	PDF / 760.486 KB
1.10	Appendix N	GUMUS, ALI, 11/16/18 2:02 PM	PDF / 114.093 KB
1.11	Appendix Q	GUMUS, ALI, 11/16/18 2:02 PM	PDF / 451.229 KB
1.12	Appendix R	GUMUS, ALI, 11/16/18 2:02 PM	PDF / 248.325 KB
1.13	Appendix S	GUMUS, ALI, 11/16/18 2:01 PM	PDF / 100.379 KB
1.14	Appendix T	GUMUS, ALI, 11/16/18 2:01 PM	PDF / 992.036 KB
1.15	Appendix U	GUMUS, ALI, 11/16/18 2:01 PM	PDF / 122.599 KB
1.16	Appendix V	GUMUS, ALI, 11/16/18 2:00 PM	PDF / 74.218 KB
1.17	Appendix W	GUMUS, ALI, 11/16/18 2:00 PM	PDF / 9.532 MB
1.18	Appendix Y	GUMUS, ALI, 11/16/18 1:59 PM	PDF / 252.451 KB