



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
LL-1.

MEETING DATE	2019-08-20 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	LL. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Charter Schools/Management Support

Special Order Request <input checked="" type="radio"/> Yes <input type="radio"/> No
Time 10:20 AM
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
Immediate Termination of Charter School Renewal Agreement with Championship Academy of Distinction at Davie, Inc.

REQUESTED ACTION:
See Supporting Docs for Requested Action.

SUMMARY EXPLANATION AND BACKGROUND:

On April 5, 2016, Championship Academy of Distinction at Davie, Inc., (Championship Academy of Distinction at Davie - 5422), entered into a Charter School Renewal Agreement with The School Board of Broward County, Florida, that became effective July 1, 2017. Copies of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center. Copies of all supporting documents are 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: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Championship Academy of Distinction Immediate Termination Letter (4) Championship Academy Renewal Agreement (5) Exhibit 1 (6) Exhibit 2 (7) Exhibit 3 (8) Exhibit 4 (9) Exhibit 5 (10) Exhibit 6 (11) Exhibit 7 (12) Exhibit 8 (13) Continuation of Requested Action (14) LL-1 Memo to Revise

BOARD ACTION:
APPROVED AS AMENDED
(See Amendment Attached)
(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
8/20/2019, 10:20:45 AM

Approved In Open Board Meeting On:

AUG 20 2019

By: *Heather P. Burkwood*
School Board Chair

Continuation of Requested Action:

To determine that an immediate and serious danger to the health, safety or welfare exists regarding the health, safety or welfare of the students of Championship Academy of Distinction at Davie, Inc., (Championship Academy of Distinction at Davie – 5422) due to a violation of Section 1006.12, Florida Statutes; to immediately terminate that school's Charter School Renewal Agreement pursuant to Section 1002.33(8)(c), Florida Statutes; and to Determine that the Sponsor will not continue to operate the charter school as its continued operation would materially threaten the health, safety or welfare of its students.

Continuation of Summary Explanation and Background:

On April 5, 2016, Championship Academy of Distinction at Davie, Inc., (Championship Academy of Distinction at Davie – 5422), entered into a Charter School Renewal Agreement with The School Board of Broward County, Florida, that became effective July 1, 2017.

Pursuant to Section 1002.33(8)(c), Florida Statutes, The School Board is requested to immediately terminate the Charter School Renewal Agreement between the parties for violation of law and good cause shown due to the existence of an immediate and serious danger to the health, safety or welfare of the charter school's students as the Charter School failed to discharge its responsibility to select and implement one of the options mandated by Section 1002.16, Florida Statutes, for the assignment of one or more safe-school officers at the charter school for the protection and safety of school personnel, students and property within the charter school, without interruption during all school hours of every school day. The School Board is requested to further determine that it will not continue to operate the charter school subsequent to the immediate termination as such continued operation would materially threaten the health, safety or welfare of the charter school's students.

An Executive Summary is attached. A proposed notification letter is attached which clearly identifies the specific issues that necessitated in the immediate termination of the Charter School Renewal Agreement and provides evidence of prior notification to the Charter School of the issues that resulted in such termination.

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

Copies of all supporting documents are available online via the Broward County Public Schools eAgenda.

LL-1 Amendment August 20, 2019 Regular Meeting

Motion to Amend (Carried)

Motion was made by Ms. Korn, seconded by Mrs. Good and carried, to add language that the District would operate and manage Championship Academy of Distinction at Davie, Inc., upon termination.

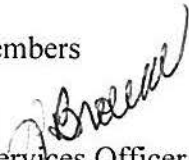
Second Motion to Amend (Carried)


Motion was made by Ms. Korn, seconded by Mrs. Good and carried, to add to the backup the state statute that references having an armed individual on campus to the knowledge of the administration and board that does not meet the full criteria, which is permissible to have an armed individual on campus.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT
ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

August 20, 2019

TO: School Board Members

FROM: Leslie M. Brown 
Chief Portfolio Services Officer

VIA: Robert W. Runcie 
Superintendent of Schools

SUBJECT: REVISIONS TO LL-1, IMMEDIATE TERMINATION OF CHARTER SCHOOL RENEWAL AGREEMENT WITH CHAMPIONSHIP ACADEMY OF DISTINCTION AT DAVIE, INC., FOR THE AUGUST 20, 2019 REGULAR SCHOOL BOARD MEETING

Attached is a revision for LL-1, Immediate Termination of Charter School Renewal Agreement with Championship Academy of Distinction at Davie, Inc., for the August 20, 2019, Regular School Board Meeting.

This item is being revised to reflect the current enrollment as of today of 529 students and to correct the past three year's school grades:

- School Grade 2017 - C
- School Grade 2018 - C
- School Grade 2019 - B

RWR/LMB/DC:ac
Attachment

c: Senior Leadership Team

Executive Summary

Championship Academy of Distinction at Davie, Inc.
Championship Academy of Distinction at Davie – 5422

Proposed Immediate Termination of Charter School Renewal Agreement

Implementation Year	2011 - 2012
Grades Approved to Serve	K-8
Grades Currently	K-8
Current Enrollment as of 8/20/19	529
Target Population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2017	C
School Grade 2018	C
School Grade 2019	B

Championship Academy of Distinction at Davie – 5422, is a charter school currently operating under a Charter School Renewal Agreement (“Agreement”) executed on April 5, 2016, between The School Board of Broward County, Florida (“Sponsor”) and Championship Academy of Distinction at Davie, Inc. This Agreement between the Sponsor and Championship Academy of Distinction at Davie, Inc. (on behalf of Championship Academy of Distinction at Davie – 5422), became effective on July 1, 2016.

Section 1002.33(8)(c), Florida Statutes, states as follows:

A charter may be terminated immediately if the sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the charter school’s students exists. The sponsor’s determination is subject to the procedures set forth in paragraphs (b) and (c), except that the hearing may take place after the charter has been terminated. The sponsor shall notify in writing the charter school’s governing board, the charter school principal, and the department if a charter is terminated immediately. 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 1006.12(1)-(4), Florida Statutes, is entitled “*Safe-school officers at each public school*” and states as follows:

For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools. A district school board must collaborate with charter school governing boards to facilitate charter school access to all safe-school officer options available under this section. The school

district may implement any combination of the options in subsections (1)-(4) to best meet the needs of the school district and charter schools.

(1) SCHOOL RESOURCE OFFICER. —A school district may establish school resource officer programs through a cooperative agreement with law enforcement agencies.

* * *

(2) SCHOOL SAFETY OFFICER. —A school district may commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district. The district school superintendent may recommend, and the district school board may appoint, one or more school safety officers.

* * *

(3) SCHOOL GUARDIAN. —At the school district's or the charter school governing board's discretion, as applicable, pursuant to s. 30.15, a school district or charter school governing board may participate in the Coach Aaron Feis Guardian Program to meet the requirement of establishing a safe-school officer. The following individuals may serve as a school guardian, in support of school-sanctioned activities for purposes of s. 790.115, upon satisfactory completion of the requirements under s. 30.15(1)(k) and certification by a sheriff...

* * *

(4) SCHOOL SECURITY GUARD. —A school district or charter school governing board may contract with a security agency as defined in s. 493.6101(18) to employ as a school security guard an individual who holds a Class "D" and Class "G" license pursuant to chapter 493, provided the following training and contractual conditions are met...

* * *

The Agreement between the Sponsor and the Charter School states in pertinent part as follows:

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 Board, the School's principal, and the Florida Department of Education 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.

* * *

The School Board of Broward County, Florida, has taken no action to deny any charter school access to any of the safe-school officer options prescribed by Section 1006.12, Florida Statutes.

Pursuant to Section 1002.33(8)(c), Florida Statutes, The School Board of Broward County, Florida is requested to exercise its authority to immediately terminate the Charter School Renewal Agreement existing between the parties for violation of law due to the Charter School's failure to act to comply with the requirements of Section 1006.12, Florida Statutes, causing an immediate and serious danger to the health, safety or welfare of its students. Those exigent conditions are such that it is requested that the Sponsor not continue to operate the Charter School after its immediate termination as to do so would materially threaten the health, safety or welfare of its students. The specific grounds for the immediate termination of the Charter School Renewal Agreement are clearly identified hereafter along with a description of the evidence that the Charter School received prior notification of the issues that necessitate immediate termination as required by Section 1002.33(8)(c), Florida Statutes.

Safe-School Officers at each Public Charter School

On March 22, 2019, the Charter School received a Non-Compliance Letter from Ms. Leslie Brown, Chief Portfolio Services Officer, (Exhibit 1) due to the Charter School's failure to select and implement one of the following options prescribed by Section 1006.12, Florida Statutes, for the assignment of one or more safe-school officers at the Charter School for the protection and safety of the Charter School's personnel, property and students:

1. School Resource Officer (SRO) - a law enforcement officer employed by a law enforcement agency other than The School Board of Broward County, Florida (below is an excerpt from the statute for reference):

School resource officers shall undergo criminal background checks, drug testing, a psychological evaluation and be certified law enforcement officers, as defined in Section 943.10(1), Florida Statutes, who are employed by a law enforcement agency as defined in Section 943.10(4), Florida Statutes. The powers and duties of a law enforcement officer shall continue throughout the employee's tenure as a school resource officer.

School resource officers shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal.

2. Safe-school Officer (SSO) - a school safety officer commissioned by the school district (below is an excerpt from the statute for reference):

School safety officers shall undergo criminal background checks, drug testing, a psychological evaluation and be law enforcement officers, as defined in Section 943.10(1), Florida Statutes, certified under the provisions of Chapter 943 and employed by either a law enforcement agency or by the district school board. If the officer is employed by the district school board, the district school board is the employing agency for

purposes of Chapter 943 and must comply with the provisions of that chapter.

A school safety officer has and shall exercise the power to make arrests for violations of law on district school board property and to arrest persons, whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. A school safety officer has the authority to carry weapons when performing his or her official duties.

3. School Guardian certified by the sheriff to serve under the Coach Aaron Feis Guardian Program (below is an excerpt from the statute for reference):

“...participate in the Coach Aaron Feis Guardian Program, if such program is established pursuant to Section 30.15 Florida Statutes, to meet the requirement of establishing a safe-school officer.”

The Charter School had until Friday, April 12, 2019, to upload the supporting documentation into Charter.Tools under the State MSD Public Safety Commission Survey Benchmark.

The Charter School failed by April 12, 2019 to upload into Charter.Tools, under the State MSD Public Safety Commission Survey Benchmark, the required supporting documentation establishing that the Charter School was in compliance with Section 1006.12, Florida Statutes. (Exhibit 2)

In addition to the three safe-school officer options referenced in the March 22, 2019 letter from Ms. Brown, the Florida Legislature made the following fourth option for the assignment of safe-school officers available to charter schools through Section 1006.12, Florida Statutes, upon its enactment of Senate Bill 7030 which became effective as of May 8, 2019:

4. School Security Guard - A charter school governing board may contract with a security agency as defined in Section 493.6101(18) to employ as a school security guard an individual who holds a Class “D” and Class “G” license pursuant to chapter 493, provided the following training and contractual conditions are met (Below is an excerpt from the statute for reference):
 - (a) An individual who serves as a school security guard, for purposes of satisfying the requirements of this section [1006.12], must:
 1. Demonstrate completion of 144 hours of required training pursuant to s. 30.15(1)(k)(2).
 2. Pass a psychological evaluation administered by a psychologist licensed under chapter 490 and designated by the Department of Law Enforcement and submit the results of the evaluation to the sheriff's office, school district, or charter school governing board as applicable. The Department of Law Enforcement is authorized to provide the sheriff's office, school district, or charter school governing board with mental health and substance abuse data for compliance with this paragraph.
 3. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and the

- sheriff's office, school district, or charter school governing board, as applicable.
4. Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis and provide documentation to the sheriff's office, school district, or charter school governing board, as applicable.
 - (b) The contract between a security agency and a school district or charter school governing board regarding requirements applicable to school security guards serving in the capacity of a safe-school officer for purposes of satisfying the requirements of this section shall define the entity or entities responsible for training and the responsibilities for maintaining records relating to training, inspection, and firearm qualification.
 - (c) School security guards serving in the capacity of a safe-school officer pursuant to this subsection are in support of school-sanctioned activities for purposes of s. 790.115, and must aid in the prevention or abatement of active assailant incidents on school premises.

On May 15, 2019, Mr. Brian Katz, Chief Safety, Security & Emergency Preparedness Officer for The School Board of Broward County, Florida, addressed the principals at the Charter Schools Principals' Meeting. (Exhibit 3) Mr. Katz explained the statutory requirements for charter schools to comply with the law. Additionally, he advised the charter school principals that charter school compliance was mandatory and that it was imperative for each charter school to upload evidence that demonstrated its compliance with this statutory requirement.

On July 9, 2019, Ms. Leslie M. Brown, Chief Portfolio Services Officer, and Mr. Brian Katz, Chief Safety, Security & Emergency Preparedness Office, sent a memo regarding *Safe-school Officers* to all charter schools concerning the recently enacted provisions within Section 1006.12, Florida Statutes, relating to the assignment of safe-school officers, "specifically including charter schools." (Exhibit 4) This memo stated that, "it is imperative for all charter schools to ensure full compliance with this law." The memo also reminded Charter Schools that they had until Thursday, August 1, 2019, to upload into Charter.Tools under the Safe-school Officer Compliance Benchmark, the documentation establishing that the charter school is in compliance with Section 1006.12, Florida Statutes, for the 2019-20 school year. Additionally, the memo referred to and included as an attachment a letter dated June 28, 2019, sent by Richard Corcoran, Commissioner of Education, which stated as follows:

It is imperative for all charter schools to ensure full compliance with this law requiring at least one [School Safety Officer] SSO be present at their school while it is in session. **All charter schools without current coverage have until August 1 to come into compliance for the 2019-20 school year....**

For those charter schools that choose to treat our requests for information [about their compliance with the SSO requirement] as optional, our only option going forward will be to use the full extent of the law to ensure compliance. We all share in the responsibility to do everything we can to ensure the safety of our children. We cannot choose to be vague or nonresponsive when we do not like the question that is being asked. [Emphasis furnished in original].

On July 31, 2019, Mrs. Donté Fulton-Collins, Director, Charter Schools Management/Support Department sent an email on behalf of Leslie M. Brown, Chief Portfolio Services Officer and Brian Katz, Chief Safety, Security and Emergency Preparedness Officer regarding the Deadline: for Charter School Compliance Section 1006.12, Florida Statutes (Safe-schools Officer) (Exhibit 5)

On August 1, 2019, Chief Brian Katz addressed principals at the Charter School Principals' Meeting. (Exhibit 6) He reiterated the statutory requirements for charter schools to comply with the law and answered questions posed by the principals. Additionally, he advised the principals that charter school compliance was mandatory and that it was imperative for each charter school to upload evidence that established compliance with this statutory requirement by the end of the day. In this discussion it was made clear that any contract options needed to provide a safe-school officer for all school hours every school day without interruption.

On August 1, 2019, the Charter School failed to upload into Charter.Tools, under the Safe-school Officer Compliance Benchmark, the required documentation establishing that the Charter School was in compliance with Section 1006.12, Florida Statutes. (Exhibit 7)

Area of Non-compliance:

Section 1006.12, Florida Statutes, states:

For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools. A district school board must collaborate with charter school governing boards to facilitate charter school access to all safe-school officer options available under this section. The school district may implement any combination of the options in subsections (1)-(4) to best meet the needs of the school district and charter schools.

* * *

The Charter School failed to provide evidence that it satisfied the mandate established by Section 1006.12, Florida Statutes, and the material terms of the parties' Charter School Renewal Agreement, by failing to adequately implement one of the safe-school officer options for the assignment of one or more safe-school officers at its charter school facility for all school days.

Evidence of Prior Notification:

As clearly established, the Charter School was repeatedly notified of its noncompliance with the requirements of Section 1006.12, Florida Statutes, by various means of communication as summarized below:

1. a non-compliance letter dated March 22, 2019, requesting follow-up by April 12, 2019;
2. a review of the State MSD Public Safety Commission Survey Benchmark dated April 12, 2019, indicating that the evidence either did not meet the requirements as set forth in Section 1006.12, Florida Statutes;
3. Mr. Brian Katz attended the Charter School Principals' Meeting on Wednesday, May 15, 2019, where he explained the statutory requirements for charter schools to comply with Section 1006.12, Florida Statutes;

4. a Memo dated July 9, 2019, regarding *Safe-School Officers* for charter schools for the 2019-2020 school year;
5. an email dated July 31, 2019, regarding the deadline for Charter School Compliance Section 1006.12, Florida Statutes (Safe-schools Officer);
6. Mr. Brian Katz presented at the Charter Principals' Meeting and reiterated the statutory requirements for charter schools to comply with Section 1006.12, Florida Statutes by the deadline of August 1, 2019; and
7. a review of the Safe-School Officer Compliance Benchmark in Charter.Tools dated August 1, 2019, indicating that the School failed to provide the documentation required to verify compliance with Section 1006.12, Florida Statutes.

Moreover, The School Board of Broward County, Florida, has taken no action to deny any charter school access to any of the safe-school officer options detailed in Section 1006.12, Florida Statutes as summarized below:

- *SCHOOL RESOURCE OFFICER* – The Sponsor has collaborated with the Broward County Sheriff's Office to position charter schools to have school resource officers assigned each charter school through its law enforcement agency.
- *SCHOOL SAFETY OFFICER* – As the Sponsor does not have a district police department, this is not currently an option available for any public school in the school district.
- *SCHOOL GUARDIAN* – The Sponsor has advised charter schools of the training requirements for this option and provided them with important information regarding training opportunities for certified school guardians.
- *SCHOOL SECURITY GUARD* - The Sponsor has advised charter schools of the newly added option whereby a charter school governing board may contract with a security agency and employ a school security guard with who holds the appropriate licensing requirements and training.

On Wednesday, August 14, the first day of the 2019-2020 School Year commenced within the school district and at the Charter School. On that date, the Charter School commenced school year and its delivery of educational services to students without the selection and implementation of any one of the options prescribed by Section 1006.12, Florida Statutes for the assignment of one or more safe-school officers at the Charter School. (Composite Exhibit 8). On Thursday, August 15, 2019, district staff visited the school and the school was without coverage of a safe-school officer. On Friday, August 16, 2019, district staff visited the school and there was a Davie Police Officer present at school campus; however, Charter School could not provide a fully executed contract indicating City of Davie's Police Department agreement to provide a law enforcement officer without interruption for all school hours on all school days. Chief Katz spoke to the Charter School Principal and again stated that a fully executed contract providing a safe-school officer without interruption on the school campus for all school hours on all school days is necessary to ensure the safety and welfare of all students.

In summary, Championship Academy of Distinction at Davie, Inc. (on behalf of Championship Academy of Distinction at Davie – 5422), failed to implement one of the options for a safe-school officer as required under state law by the state deadline of August 1, 2019, despite multiple notices

of non-compliance and had no safe-school officer present during all school hours on August 14, and August 15, 2019; and has failed to make arrangements to establish an assigned safe-school officer at the school without interruption during all school hours on all school days. The Charter School has violated applicable state laws and the terms of its Charter School Agreement, as more fully specified within this executive summary.

Pursuant to Section 1002.33(8)(c), Florida Statutes, the Sponsor is requested to exercise its authority to terminate the Charter School Renewal Agreement existing between the governing board of Championship Academy of Distinction at Davie, Inc. (on behalf of Championship Academy of Distinction at Davie – 5422) and its Sponsor, The School Board of Broward County, Florida, effective immediately due to the existence of circumstances that present an immediate and serious danger to the health, safety, or welfare of the Charter School's students. The Sponsor is further requested to refrain from the continued operation of the Charter School subsequent to its immediate termination as to do so would materially threaten the health, safety or welfare of the Charter School's students in that the Charter School has failed to implement measures to assign one or more safe-schools officers to its facility without interruption during all school hours on all school days for the protection and safety of Charter School personnel, property and its students.

Pursuant to 1002.33(8)(b), Florida Statutes, the Charter School's governing board may, within fourteen (14) calendar days after receipt of this notice, request a hearing upon the proposed termination. Should the Charter School's governing board choose to request a hearing, the Sponsor will then exercise its authority under Section 1002.33(8)(b), Florida Statutes, to have such hearing conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. Any request for a hearing must be accompanied by a written petition, submitted to the Sponsor that meets the requirements as specified in Section 28-106.201, Florida Administrative Code.

Championship Academy of Distinction at Davie – 5422, is located at 3367 N. University Drive, Davie, Florida 33024 is located in District 6.

The governing board members of Championship Academy of Distinction at Davie, Inc., reside in Miami-Dade County and Broward County, Florida.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-2600 • Fax: 754-321-2701

ROBERT W. RUNCIE
Superintendent of Schools

The School Board of
Broward County, Florida

Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair

SENT VIA ELECTRONIC EMAIL & U.S. CERTIFIED MAIL

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

August 21, 2019

Ms. Linda Collins, Governing Board Chair
Championship Academy of Distinction at Davie, Inc.
1600 NE 135th Street, Apt. #802
North Miami, Florida 33181

Dear Ms. Collins:

SUBJECT: IMMEDIATE TERMINATION OF THE CHARTER SCHOOL RENEWAL AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CHAMPIONSHIP ACADEMY OF DISTINCTION AT DAVIE, INC. (ON BEHALF OF CHAMPIONSHIP ACADEMY OF DISTINCTION AT DAVIE – 5422)

This letter serves as written notice to the governing board of Championship Academy of Distinction at Davie, Inc. (on behalf of Championship Academy of Distinction at Davie - 5422) that its Sponsor, pursuant to Section 1002.33(8)(c), Florida Statutes, has exercised its authority on August 20, 2019, to immediately terminate the Charter School Renewal Agreement existing between the parties due to the existence of conditions at the Charter School that present an immediate and serious danger to the health, safety, or welfare of the Charter School's students due to the Charter School's failure to comply with and implement the requirements of Section 1006.12, Florida Statutes, entitled *Safe-school officers* at each public school by failing to arrange for the assignment of one or more safe-school officers at the Charter School for the protection and safety of school personnel, property and students, without interruption during all school hours of every school day. The facts and circumstances that necessitated the immediate termination of the Agreement are clearly identified in this letter and in the enclosed Agenda Item LL-1, which is incorporated herein by reference (Attachment). Such facts and circumstances materially threaten the health, safety and welfare of the Charter School's students such that the Sponsor will not continue to operate it subsequent to the immediate termination of its Charter School Renewal Agreement. Section 1002.33(8)(b), Florida Statutes, provides that upon receiving written notice from the sponsor, the charter School's governing board has fourteen (14) calendar days after receiving the notice to request a hearing.

Championship Academy of Distinction at Davie - 5422 is a charter school currently operating under a Charter School Renewal Agreement ("Agreement") executed on April 5, 2016, between The School Board of Broward County, Florida ("Sponsor") and Championship Academy of Distinction at Davie, Inc. This Agreement between the Sponsor and Championship Academy of Distinction at Davie, Inc. (on behalf of Championship Academy of Distinction at Davie – 5422), became effective on July 1, 2016.

Section 1002.33(8)(c), Florida Statutes, states as follows:

A charter may be terminated immediately if the sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists.

The sponsor's determination is subject to the procedures set forth in paragraphs (b) and (c), except that the hearing may take place after the charter has been terminated. The sponsor shall notify in writing the charter school's governing board, the charter school principal, and the department if a charter is terminated immediately. 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 1006.12(1)-(4), Florida Statutes, is entitled *Safe-school officers at each public school* and states as follows:

For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools. A district school board must collaborate with charter school governing boards to facilitate charter school access to all safe-school officer options available under this section. The school district may implement any combination of the options in subsections (1)-(4) to best meet the needs of the school district and charter schools.

(1) SCHOOL RESOURCE OFFICER. —A school district may establish school resource officer programs through a cooperative agreement with law enforcement agencies.

(2) SCHOOL SAFETY OFFICER. —A school district may commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district. The district school superintendent may recommend, and the district school board may appoint, one or more school safety officers.

(3) SCHOOL GUARDIAN. —At the school district's or the charter school governing board's discretion, as applicable, pursuant to s. 30.15, a school district or charter school governing board may participate in the Coach Aaron Feis Guardian Program to meet the requirement of establishing a safe-school officer. The following individuals may serve as a school guardian, in support of school-sanctioned activities for purposes of s. 790.115, upon satisfactory completion of the requirements under s. 30.15(1)(k) and certification by a sheriff...

(4) SCHOOL SECURITY GUARD. —A school district or charter school governing board may contract with a security agency as defined in s. 493.6101(18) to employ as a school security guard an individual who holds a Class "D" and Class "G" license pursuant to chapter 493, provided the following training and contractual conditions are met...

The Agreement between the Sponsor and the Charter School. states in pertinent part as follows:

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 Board, the School's principal, and the Florida Department of

Education 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.

* * *

The School Board of Broward County, Florida, has taken no action to deny any charter school access to any of the safe-school officer options summarized above and more fully detailed in Section 1006.12, Florida Statutes.

Pursuant to Section 1002.33(8)(c), Florida Statutes, The School Board of Broward County, Florida is requested to exercise its authority to immediately terminate the Charter School Renewal Agreement existing between the parties for violation of law due to the Charter School's failure to act to comply with the requirements of Section 1006.12, Florida Statutes, causing an immediate and serious danger to the health, safety or welfare of its students. Those exigent conditions are such that it is requested that the Sponsor not continue to operate the Charter School after its immediate termination as to do so would materially threaten the health, safety or welfare of its students. The specific grounds for the immediate termination of the Charter School Renewal Agreement are clearly identified hereafter along with a description of the evidence that the Charter School received prior notification of the issues that necessitate immediate termination as required by Section 1002.33(8)(c), Florida Statutes.

Safe-school Officers at each Public School

On March 22, 2019, the Charter School received a Non-Compliance Letter from Ms. Leslie Brown, Chief Portfolio Services Officer, (Exhibit 1) due to the Charter School's failure to select and implement one of the following options prescribed by Section 1006.12, Florida Statutes, for the assignment of one or more safe-school officers at the Charter School for the protection and safety of the Charter School's personnel, property and students:

1. School Resource Officer (SRO) - a law enforcement officer employed by a law enforcement agency other than The School Board of Broward County, Florida (below is an excerpt from the statute for reference):

School resource officers shall undergo criminal background checks, drug testing, a psychological evaluation and be certified law enforcement officers, as defined in Section 943.10(1), Florida Statutes, who are employed by a law enforcement agency as defined in Section 943.10(4), Florida Statutes. The powers and duties of a law enforcement officer shall continue throughout the employee's tenure as a school resource officer.

School resource officers shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal.

2. Safe-school Officer (SSO) - a law enforcement officer commissioned by the school district (below is an excerpt from the statute for reference):

School safety officers shall undergo criminal background checks, drug testing, a psychological evaluation and be law enforcement officers, as defined in Section 943.10(1), Florida Statutes, certified under the provisions of Chapter 943 and employed by either a law enforcement agency or by the district school board. If the officer is employed by the district school board, the district school board is the employing agency for purposes of Chapter 943 and must comply with the provisions of that chapter.

A school safety officer has and shall exercise the power to make arrests for violations of law on district school board property and to arrest persons, whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. A school safety officer has the authority to carry weapons when performing his or her official duties.

3. School Guardian certified by the sheriff to serve under the Coach Aaron Feis Guardian Program (below is an excerpt from the statute for reference):

"...participate in the Coach Aaron Feis Guardian Program, if such program is established pursuant to Section 30.15 Florida Statutes, to meet the requirement of establishing a safe-school officer."

The Charter School had until Friday, April 12, 2019 to upload the supporting documentation into Charter.Tools under the State MSD Public Safety Commission Survey Benchmark.

The Charter School failed by April 12, 2019 to upload into Charter.Tools, under the State MSD Public Safety Commission Survey Benchmark, the required supporting documentation establishing that the Charter School was in compliance with Section 1006.12, Florida Statutes. (Exhibit 2).

In addition to the three safe-school officer options referenced in the March 22, 2019 letter from Ms. Brown, the Florida Legislature made the following fourth option for the assignment of safe-school officers available to charter schools through Section 1006.12, Florida Statutes, upon its enactment of Senate Bill 7030 which became effective as of May 8, 2019:

4. School Security Guard, A charter school governing board may contract with a security agency as defined in Section 493.6101(18) to employ as a school security guard an individual who holds a Class "D" and Class "G" license pursuant to chapter 493, provided the following training and contractual conditions are met (Below is an excerpt from the statute for reference):
 - (a) An individual who serves as a school security guard, for purposes of satisfying the requirements of this section [1006.12], must:
 1. Demonstrate completion of 144 hours of required training pursuant to s. 30.15(1)(k)(2).
 2. Pass a psychological evaluation administered by a psychologist licensed under chapter 490 and designated by the Department of Law Enforcement and submit the results of the evaluation to the sheriff's office, school district, or charter school governing board as applicable. The Department of Law Enforcement is authorized to provide the sheriff's office, school district, or charter school governing board with mental health and substance abuse data for compliance with this paragraph.
 3. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and the sheriff's office, school district, or charter school governing board, as applicable.
 4. Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis and provide documentation to the sheriff's office, school district, or charter school governing board, as applicable.
 - (b) The contract between a security agency and a school district or charter school governing board regarding requirements applicable to school security guards serving in the capacity of a safe-school officer for purposes of satisfying the requirements of this section shall define the entity or entities responsible for training and the responsibilities for maintaining records relating to training, inspection, and firearm qualification.
 - (c) School security guards serving in the capacity of a safe-school officer pursuant to this subsection are in support of school-sanctioned activities for purposes of s. 790.115, and must aid in the prevention or abatement of active assailant incidents on school premises.

On May 15, 2019, Mr. Brian Katz, Chief Safety, Security & Emergency Preparedness Officer for The School Board of Broward County, Florida, addressed the Principals at the Charter Schools Principals' Meeting. (Exhibit 3) Mr. Katz explained the statutory requirements for charter schools to comply with the law. Additionally, he advised the charter school principals that charter school compliance was mandatory and that it was imperative for each charter school to upload evidence that demonstrated its compliance with this statutory requirement.

On July 9, 2019, Ms. Leslie M. Brown, Chief Portfolio Services Officer, and Mr. Brian Katz, Chief Safety, Security & Emergency Preparedness Office, sent a memo regarding *Safe-school Officers* to all charter schools concerning the recently enacted provisions within Section 1006.12, Florida Statutes, relating to the assignment of safe-school officers, "specifically including charter schools." (Exhibit 4) This memo stated that, "it is imperative for all charter schools to ensure full compliance with this law." The memo also reminded Charter Schools that they had until Thursday, August 1, 2019, to upload into Charter.Tools under the Safe-school Officer Compliance Benchmark, the documentation establishing that the charter school is in compliance with Section 1006.12, Florida Statutes, for the 2019-20 school year. Additionally, the memo referred to and included as an attachment a letter dated June 28, 2019, sent by Richard Corcoran, Commissioner of Education, Which stated as follows:

It is imperative for all charter schools to ensure full compliance with this law requiring at least one [School Safety Officer] SSO be present at their school while it is in session. **All charter schools without current coverage have until August 1 to come into compliance for the 2019-20 school year....**

For those charter schools that choose to treat our requests for information [about their compliance with the SSO requirement] as optional, our only option going forward will be to use the full extent of the law to ensure compliance. We all share in the responsibility to do everything we can to ensure the safety of our children. We cannot choose to be vague or nonresponsive when we do not like the question that is being asked. [Emphasis furnished in original].

On July 31, 2019, Mrs. Donté Fulton-Collins, Director, Charter Schools Management/Support Department sent an email on behalf of Leslie M. Brown, Chief Portfolio Services Officer and Brian Katz, Chief Safety, Security and Emergency Preparedness Officer regarding the Deadline: for Charter School Compliance Section 1006.12, Florida Statutes (Safe-schools Officer) (Exhibit 5).

On August 1, 2019, Chief Brian Katz addressed principals at the Charter School Principals' Meeting. (Exhibit 6) He reiterated the statutory requirements for charter schools to comply with the law and answered questions posed by the principals. Additionally, he advised the principals that charter school compliance was mandatory and that it was imperative for each charter school to upload evidence that established compliance with this statutory requirement by the end of the day. In this discussion it was made clear that any contract options needed to provide a safe-school officer for all school hours every school day without interruption.

On August 1, 2019, the Charter School failed to upload into Charter.Tools, under the Safe-school Officer Compliance Benchmark, the required documentation establishing that the Charter School was in compliance with Section 1006.12, Florida Statutes. (Exhibit 7)

Area of Non-compliance:

Section 1006.12, Florida Statutes, states:

For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools. A district school board must collaborate with charter school governing boards to facilitate charter school access to all safe- school officer options available under this section. The school district may implement any

combination of the options in subsections (1)-(4) to best meet the needs of the school district and charter schools.

* * *

The Charter School failed to provide evidence that it satisfied the mandate established by Section 1006.12, Florida Statutes, and the material terms of the parties' Charter School Renewal Agreement, by failing to adequately implement one of the safe-school officer options for the assignment of one or more safe-school officers at its charter school facility for all school days.

Evidence of Prior Notification:

As clearly established, the Charter School was repeatedly notified of its noncompliance with this mandate by various means of communication as summarized below:

1. a non-compliance letter dated March 22, 2019, requesting follow-up by April 12, 2019;
2. a review of the State MSD Public Safety Commission Survey Benchmark dated April 12, 2019, indicating that the evidence did not meet the requirements as set forth in Section 1006.12, Florida Statutes;
3. Mr. Brian Katz attended the Charter School Principals' Meeting on Wednesday, May 15, 2019, where he explained the statutory requirements for charter schools to comply with Section 1006.12, Florida Statutes;
4. a Memo dated July 9, 2019, regarding *Safe-school Officers* for charter schools for the 2019-2020 school year;
5. an email dated July 31, 2019, regarding the deadline for Charter School Compliance Section 1006.12, Florida Statutes (Safe-schools Officer).
6. Mr. Brian Katz presented at the Charter Principals' Meeting and reiterated the statutory requirements for charter schools to comply with Section 1006.12, Florida Statutes by the deadline of August 1, 2019; and
7. a review of the Safe-School Officer Compliance Benchmark in Charter.Tools indicating that the School failed to provide the documentation required to verify compliance with Section 1006.12, Florida Statutes.

Moreover, The School Board of Broward County, Florida, has taken no action to deny the Charter School access to any of the safe-school officer options detailed in Section 1006.12, Florida Statutes as summarized below:

- *SCHOOL RESOURCE OFFICER* – The Sponsor has collaborated with the Broward County Sherriff's Office to position charter schools to have access to school resource officers through its law enforcement agency.
- *SCHOOL SAFETY OFFICER* - As the Sponsor does not have a district police department, this is not currently an option available for any public school in the school district.
- *SCHOOL GUARDIAN* – The Sponsor has advised charter schools of the training requirements for this option and shared important information regarding training opportunities for certified school guardians.
- *SCHOOL SECURITY GUARD* - The Sponsor has advised charter schools of the newly added option to contract with a security agency and employ a school security guard who holds the appropriate licensing requirements and training.

On Wednesday, August 14, the first day of the 2019-2020 School Year commenced within the school district and at the Charter School. On that date, the Charter School commenced school year and its delivery of educational services to students without the selection and implementation of any one of the options prescribed by Section 1006.12, Florida Statutes for the assignment of one or more safe-school officers at the Charter School. (Composite Exhibit 8). On Thursday, August 15, 2019, district staff visited the school and the school was without

coverage of a safe-school officer. On Friday, August 16, 2019, district staff visited the school and there was a Davie Police Officer present at school campus; however, Charter School could not provide a fully executed contract indicating City of Davie's Police Department agreement to provide a law enforcement officer without interruption for all school hours on all school days. Chief Katz spoke to the Charter School Principal and again stated that a fully executed contract providing a safe-school officer without interruption on the school campus for all school hours on all school days is necessary to ensure the safety and welfare of all students.

In summary, Championship Academy of Distinction at Davie, Inc. (on behalf of Championship Academy of Distinction at Davie – 5422), failed to implement one of the options for a safe-school officer as required under state law by the state deadline of August 1, 2019, despite multiple notices of non-compliance and had no safe-school officer present during all school hours on August 14, and August 15, 2019; and has failed to make arrangements to establish an assigned safe-school officer at the school without interruption during all school hours on all school days. The Charter School has violated applicable state laws and the terms of its Charter School Agreement, as more fully specified within this executive summary.

Pursuant to Section 1002.33(8)(c), Florida Statutes, the Sponsor has exercised its authority to terminate the Charter School Renewal Agreement existing between the governing board of Championship Academy of Distinction at Davie, Inc. (on behalf of Championship Academy of Distinction at Davie – 5422) and the Sponsor, The School Board of Broward County, Florida, effective immediately due to the existence of circumstances that present an immediate and serious danger to the health, safety, or welfare of the Charter School's students. The Sponsor is further requested to refrain from the continued operation of the Charter School subsequent to its immediate termination as to do so would materially threaten the health, safety or welfare of the Charter School's students in that the Charter School has failed to implement measures to assign one or more safe-schools officers to its facility without interruption during all school hours on all school days for the protection and safety of Charter School personnel, property and its students.

Pursuant to 1002.33(8)(b), Florida Statutes, the Charter School's governing board may, within fourteen (14) calendar days after receipt of this notice, request a hearing upon the proposed termination. Should the Charter School's governing board choose to request a hearing, the Sponsor will then exercise its authority under Section 1002.33(8)(b), Florida Statutes, to have such hearing conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. Any request by the Charter School for a hearing must be accompanied by a written petition, submitted to the Sponsor that meets the requirements as specified in Section 28-106.201, Florida Administrative Code.

District representatives will be contacting the Charter School to arrange for the orderly transition of its students to new schools and to effect the post-termination transfer of records and property in accordance with Section 1002.33(8)(d), Florida Statutes. Please govern yourselves accordingly.

Sincerely,

Robert W. Runcie

RWR/LMB/DFC/BS:ac
Attachments

c: Jeffrey Moquin, Chief of Staff
Robert P. Vignola, Deputy General Counsel
Leslie M. Brown, Chief Portfolio Services Officer
Brian Katz, Chief Safety, Security & Emergency Preparedness Officer
Donté Fulton-Collins, Director, Charter Schools Management/Support Department
Cynthia Dotson, Founder, Championship Academy of Distinction LLC
Todd DuPell, Principal, Championship Academy of Distinction at Davie – 5422



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Apr 5 2016 10:15AM - Regular School Board Meeting	Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
ITEM No.:	AGENDA ITEM	Time		
L-3.	CONSENT ITEMS			
	CATEGORY			
	L. OFFICE OF PORTFOLIO SERVICES			
	DEPARTMENT			
	Charter Schools/Management Support	Open Agenda		
		<input type="radio"/> Yes		
		<input checked="" type="radio"/> No		

TITLE:
Charter School Renewal Agreement – Championship Academy of Distinction at Davie, Inc.

REQUESTED ACTION:
Approve the Charter School Renewal Agreement for Championship Academy of Distinction at Davie, Inc., on behalf of Championship Academy of Distinction at Davie - 5422.

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.
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 at: <https://webappe.browardschools.com/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) Championship Academy of Distinction at Davie Renewal ES (3) Championship Academy of Distinction at Davie 5422 Renewal Agreement (4) Charter School Program Review Championship Academy of Distinction Davie

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Jody Perry	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
Tuesday, March 29, 2016 11:09:03 AM

Approved In Open Board Meeting On:

APR 05 2016
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(8)(b), 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 renewal program review from Championship Academy of Distinction at Davie, Inc., on behalf of Championship Academy of Distinction at Davie – 5422.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Championship Academy of Distinction at Davie, Inc., on behalf of Championship Academy of Distinction at Davie - 5422, 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 at: <https://webappc.browardschools.com/eagenda/>.

Executive Summary

**Renewal of Charter School Agreement
Championship Academy of Distinction at Davie, Inc.
Championship Academy of Distinction at Davie - 5422
(Formerly Known As Florida Intercultural Academy West)**

School Name	Championship Academy of Distinction at Davie
Implementation Year	2011-2012
Termination Date of Current Charter Agreement	June 30, 2016
Address	3367 N. University Drive Davie, Florida 33024
Grades Approved to Serve	K-8
Grades Currently Serving	K-8
Current Enrollment	620
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2014-2015	C
School Grade 2013-2014	A
School Grade 2012-2013	C
School Grade 2011-2012	C

On April 19, 2011, The School Board of Broward County, Florida, approved a Charter School Agreement enabling Florida Intercultural Academy K-8 West, Inc., to open a charter school named Florida Intercultural Academy West – 5422. This contract was effective for 5 years and ends on June 30, 2016. On June 24, 2014, The School Board of Broward County, Florida, approved the change of entity and school name to Championship Academy of Distinction at Davie, Inc., and Championship Academy of Distinction at Davie – 5422.

Pursuant to Section 1002.33(8)(b), 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.

Pursuant to Section 1002.33(7)(b)1, Florida Statutes, a charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. The Superintendent's Charter School Review Committee has thoroughly reviewed the Charter Renewal Program Review and determined that it meets the renewal criteria.

The Superintendent's Charter School Review Committee has reviewed and analyzed the Charter Renewal Program Review submitted by Championship Academy of Distinction at Davie, Inc., (Championship Academy of Distinction at Davie - 5422), and has recommended a renewal of its Charter Agreement.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Championship Academy of Distinction at Davie, Inc. (Championship Academy of Distinction at Davie - 5422), for a five-year period.

Championship Academy of Distinction at Davie – 5422, is located in District 6.

The governing board members of Championship Academy of Distinction at Davie, Inc., reside in Broward County, Florida.

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT is entered into as of the 5th day of April, 2016 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

Championship Academy of Distinction at Davie, Inc,
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
3367 North University Drive, Davie, FL 33024

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 elementary/middle K-8 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, 2016 and ending on June 30, 2021.

Section 2.B.1: **Effective Date**: This Charter shall become effective on July 1, 2016 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. 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 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)(b)(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;

Championship Academy of Distinction at Davie 5422

(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 the School is designated as "declining" under the Federal Elementary and Secondary Education Act (ESEA) Waiver for more than two (2) years. A "declining" school is one that has failed to meet Annual Measurable Objectives (AMO) in accordance with the provisions of the ESEA Waiver obtained by the state in 2012. The equivalent of an "F" grade is defined as the School receiving less than 395 points for elementary schools, less than 445 points for middle schools, and less than 49.4% of total points available for high schools on the Florida Grades issued by the Florida Department of Education. 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 "Declining". The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform with 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) years of four (4) years or the School is designated as "declining" under the Federal Elementary and Secondary Education Act (ESEA) Waiver for more than two (2) years. A "declining" school is one that has failed to meet Annual Measurable Objectives (AMOs) in accordance with the provisions of the ESEA Waiver obtained by the state in 2012. The equivalent of an "F" grade is defined as the School receiving less than 395 points for elementary schools, less than 445 points for middle schools, and less than 49.4% of total points available for high schools on the Florida Grades issued by the Florida Department of Education. 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 "Declining". The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform with current state law or rules;

Championship Academy of Distinction at Davie 5422

- Action Plan;
- (3) a failure by the School to comply with a Corrective
- Florida Retirement System (FRS), if the School has elected to participate in the FRS;
- Internal Revenue Service;
- (4) a failure by the School to make contributions to the
- (5) a failure by the School to pay payroll taxes to the
- (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;
- accounting principles;
- (8) the School's failure to meet generally accepted
- (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;
- as described in this Charter;
- (10) the School's failure to maintain insurance coverage
- required access to records;
- (11) the School's failure to provide the Sponsor with the
- (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) 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;

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(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 defined by the No Child Left Behind Act (NCLB);

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

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(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 1003.43, 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 (including Chapter 423, Florida Statutes) 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

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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 defined by the No Child Left Behind Act (NCLB).

(u) a failure by the School to achieve adequate student performance as defined in the State's Differentiated Accountability Rule 6A-1.099811 and in the No Child Left Behind Act (NCLB) of 2001;

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

(w) 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

(x) 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) 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(80)(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) 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) and (c), 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) 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)(d), 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 Florida Department of Education 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) 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)(e), 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)(d), 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)(b), 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)(d), 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 on the date the 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

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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 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 Florida Department of Education. 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 with the Next Generation Sunshine State Standards and the Florida State Standards as determined by the State of Florida's Department of Education's Common Core Standards implementation timeline 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 a blended model of the Next Generation Sunshine State Standards and the Florida State Standards as determined by the State of Florida's Department of Education's Common Core Standards implementation timeline 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 s. 1002.33, Florida Statute. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in State Rule 6A-1.099827, 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 the each year of the Charter, the School agrees to include in the School Improvement Plan all requirements outlined in the plan based on the school's status under school grades, Title 1 status or and any other state or federal requirement as applicable to charter schools.. The School Improvement Plan 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 School Improvement Plan must require the clear identification of source documentation for data and, where applicable, reliance upon state generated disaggregated data. The School Improvement Plan 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 School Improvement Plan ("SIP") each year concurrent with the District's School Improvement Plan 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 School Improvement Plan. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in State Rule 6A-1.099827, 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 the Next Generation Sunshine State Standards with a blending of the Common Core State Standards as determined by the State of Florida's Department of Education's Common Core Standards implementation timeline 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

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.

Section 3.B.2: **Graduation Requirements:** The School shall comply with the method described in Sections 1003.428 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.D: **Accreditation:** The School, if a high school, 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:** Pursuant to the 2012 waiver obtained by the State of Florida from the U.S. Department of Education authorizing the bypass of the requirements of the Federal Elementary and Secondary Education Act (ESEA), commonly referred to as No Child Left Behind (NCLB), the Annual Measurable Objectives (AMOs) introduced post-waiver focus on the same student groups as the previous Adequate Yearly Progress (AYP) components. If the School receives a state-designated grade of "F" or its equivalent in two (2) years of any four (4) year period, or is designated as "Declining" under the ESEA Waiver for more than two (2) years, such circumstances will constitute a material breach of this Charter and good cause for termination or non-renewal of this Charter by the Sponsor. A "Declining" school is one that has failed to meet Annual Measurable Objectives (AMOs) in

accordance with the provisions of the ESEA Waiver obtained by the state in 2012. The equivalent of an “F” grade is defined as the school receiving less than 395 points for elementary schools, less than 445 points for middle schools, and less than 49.4% of total points available for high schools on the Florida School Grades issued by the Florida Department of Education. Schools assigned a School Improvement Rating rather than a letter grade will be considered to have received the equivalent of an “F” grade if the School Improvement Rating issued by the Florida Department of Education is “Declining.”

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:** 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 an publically noticed meeting to submit a school improvement plan for approval by the Sponsor. The Sponsor shall have the authority to approve and monitor the School’s development and implementation of any school improvement plan during the following school year as outlined in state Rule 6A-1.099827. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any school improvement plan.

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 school improvement plan, the Sponsor shall require the School to take one or more of the corrective actions specified in State Rule 6A-1.099827. Such corrective actions shall remain in effect until the School improves its student performance from the year prior to the implementation of the school improvement plan. 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, as follows:

a. The School may select a state approved provider of Supplemental Education Services, pursuant to Rule 6A-1.039(20(f).F.A.C., to provide services to students.

b. 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.

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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 school improvement plan 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 State Board of Education Rule 6A-1.09981, Florida Administrative Code - *Implementation of Florida's System of School Improvement and Accountability*, based on Sections 1001.02, 1008.33, 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 days prior to the first day of school. The school has agreed to opt-into the Sponsors' 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 through its approval of this Agreement or of the Section 2A of 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 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) 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 Florida Department of Education, FLDOE, all as may be 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 15 percent 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 be in compliance with the following eligibility and enrollment considerations:

Section 4.F.1.a: **Equal Enrollment Opportunities:** Students requiring services from an Exceptional Student Education 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 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 will be forwarded annually to the Sponsor. These records shall be forwarded each year prior to September 30 for any student withdrawing prior to June 30 of the previous year. 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 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 Exceptional Student Education or English for Speakers of Other Languages (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.

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 owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) 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 all forms and documentation in identifying ELL students and for the provision of ESOL services.

Section 4.I: **Dismissal Policies and Procedures:** The School agrees to dismiss students as described in Sponsor's School Board Policy 1163, 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 Special Programs Policies and Procedures for Exceptional Students as Appendix 4. 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 requirement 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 FHSAA, unless such activity is provided at the School, so long as the School student meets the requirements of 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 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 (insert year) 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) working days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) working 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) day period until such time as the payment is made.

Section 5.A.2.a: **Disbursement at Start of New Charter School:** In instances involving the start of a new charter school, until such time as the Sponsor has conducted an official enrollment count, the Sponsor may distribute funds on a monthly basis to the School based on verified student registrations submitted by the School to the Sponsor. 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. Thereafter, the results of student enrollment counts and FTE student membership surveys must be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor will determine the School's actual state fundable FTE using Florida Department of Education 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 fiscal year.

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 district 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) 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, 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) days of notice of such expenditures.

Section 5.A.7: **Reading Allocation:** If the School does not comply with the core reading plan requirements specified in this Charter, the funds that would have been allocated to the School, by the State and/or sponsor for reading, shall remain with the Sponsor to serve low performing district schools pursuant to the K-12 Comprehensive Research-Based Reading Plan Guidelines.

Section 5.A.8: **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.8.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.

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Section 5.A.8.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, F.S., 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 asset, 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 Statute. 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) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working 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) 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)(c) and (d), 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 Florida Department of Education 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

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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) 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 Generally Accepted Accounting Principles. 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: **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 5.L: **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 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.M: **Annual and Monthly Property Inventories:** The School's monthly financial reports submitted to the Sponsor shall include a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant, and any other public-generated funds). Section 69I-72, F.A.C., requires the custodian of public funds to ensure

a complete physical inventory of all property. The School shall provide a subsidiary ledger of property purchased with public funds as outlined in Section 69I-72.003, F.A.C., to the Sponsor on a monthly basis. If designated as a high performing school such reports shall be submitted quarterly. A cumulative listing of all property valued at more than \$1,000 purchased with private funds will be submitted to the Sponsor by the School annually along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

Section 5.N: **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 Florida Department of Education no later than August 15th of each year.

Section 5.O: **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.O.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) days of the conclusion of the audit. Within fourteen (14) days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the Florida Department of Education. 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.O.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.O.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.4: **Unaudited Annual Financial Reports:** The School agrees to complete Florida Department of Education Form ESE 145 using its unaudited financial statements for the year ending June 30th of each year of the term of this Charter. Form ESE 145 shall be provided to the Sponsor no later than August 15th of each year.

Section 5.P: **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.R: **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) working 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 School Support Department within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to Section 1002.33(7)(a)(10), Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview.

Section 5.R.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) 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 Florida Department of Education 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.S: **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.S.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.T: **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.U: **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.V: **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 located at: 3367 North University Drive, Davie, FL 33024. In the alternative, the School may submit a written request to Sponsor no less than sixty (60) 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) 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.

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Section 6.B.1: **Florida Building Code:** The School agrees to use facilities that comply 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).

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) 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) 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 and must be provided according to the district, state, and federal rules and regulations. The School agrees to provide for transportation of the School’s students consistent with the requirements of Chapter 1006, Florida Statutes. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School’s students. 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 drivers 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 School 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:

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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; or

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.

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 of the 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) 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 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

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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 (SIR's). The municipality governing this school will be responsible for any outstanding deductibles/SIR 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:

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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 (SIR's) 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 the School will be responsible for any outstanding deductibles/SIR 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 (SIR's) 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 school will be responsible for any outstanding deductibles/SIR 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

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Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) 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 (SIR's) 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) 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) 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;

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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 112.3144, 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 State Board Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements.

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 Schools Governing Board within ten (10) 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, education services provider (“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) 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

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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 education services provider ("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's Chief Administrator/Principal shall be as set forth in the School's approved Application (**Appendix I.**) 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, education service provider ("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 Florida Department of Education, and if deemed proper, the Attorney General, or any other proper authority.

Section 9.O: **Volunteer Advisory Committee:** The School shall 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) 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) 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 a 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 required by NCLB. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) 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 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.

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 §1002.33(12)(b), Florida Statute, 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 a 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 Florida Department of Education 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

Championship Academy of Distinction at Davie 5422

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 S.E. Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

THE SCHOOL: Melissa Bustamante, Board Chair
Championship Academy of Distinction at Davie, Inc.
3367 North University Drive, Davie FL 33024

By giving the other party at least fifteen (15) 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.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 pre-empted 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 Florida Department of Education or those additional remedies set forth in Section 1002.33(6)(i), Florida Statutes.

Championship Academy of Distinction at Davie 5422

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.

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)

Championship Academy of Distinction at Davie, Inc.
Name of Governing Entity (Not for Profit)

Attest: [Signature]
Secretary
- or -

by: Melissa Bustamante, President
Name and Title

Witness

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of Feb, 2016 by

Melissa Bustamante
Name of Person on behalf of
the Governing Entity

of Championship Academy of Distinction at Davie, Inc.
Name of Governing Entity (Not for Profit)

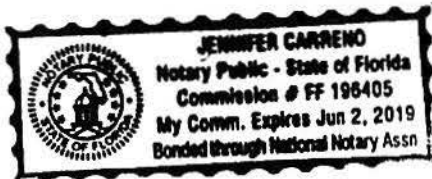
He/She took an oath and is personally known to me or has produced _____ as
identification.

My commission expires:

(SEAL)

My commission expires:

[Signature]
Signature - Notary Public
Jennifer Carreno
Printed Name of Notary Public





ATTEST:

FOR THE SPONSOR

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Rosalind Osgood
Dr. Rosalind Osgood, Chair

Robert W. Runcie
Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 02/29/14
Office of the General Counsel



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-2100 • Fax: 754-321-2693

OFFICE OF PORTFOLIO SERVICES

Leslie M. Brown, Chief Portfolio Services Officer

leslie.brown@browardschools.com

Chris Akagbosu, Facility Planning & Real Estate
Shawn Cerra, Athletics & Student Activities
Deborah Gavilan, Before & After School Child Care
Shernette D. Grant, Innovative Programs
Donte' F. Collins, Charter Schools Management/Support
Jill L. Young (Task Assigned), Demographics & Student Assignment

www.browardschools.com

**The School Board of
Broward County, Florida**

Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair

Lori Alhadeff
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Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie
Superintendent of Schools

March 22, 2019

Ms. Linda Collins, President
Championship Academy of Distinction at Davie – 5422
1956 Adams Street
Hollywood, Florida 33020

Dear Ms. Collins:

Based on the state required MSD Public Safety Commission Survey, due March 22, 2019, Championship Academy of Distinction at Davie – 5422, is not meeting the options prescribed within Section 1006.12, Florida Statutes by having one of the three positions listed below on campus:

1. School Resource Officer (SRO) - a law enforcement officer employed by a law enforcement agency other than Broward County Public Schools (below is an excerpt from the statute for reference):

School resource officers shall undergo criminal background checks, drug testing, a psychological evaluation and be certified law enforcement officers, as defined in Section 943.10(1), Florida Statutes, who are employed by a law enforcement agency as defined in Section 943.10(4), Florida Statutes. The powers and duties of a law enforcement officer shall continue throughout the employee's tenure as a school resource officer.

School resource officers shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal.

2. Safe School Officer (SSO) - a law enforcement officer employed by the district below is an excerpt from the statute for reference):

School safety officers shall undergo criminal background checks, drug testing, a psychological evaluation and be law enforcement officers, as defined in Section 943.10(1), Florida Statutes, certified under the provisions of Chapter 943 and employed by either a law enforcement agency or by the district school board. If the officer is employed by the district school board, the district school board is the employing agency for purposes of Chapter 943 and must comply with the provisions of that chapter.

A school safety officer has and shall exercise the power to make arrests for violations of law on district school board property and to arrest persons, whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. A school safety officer has the authority

Championship Academy of Distinction at Davie – 5422
March 22, 2019
Page Two

to carry weapons when performing his or her official duties.

3. Guardian/Safe School Officer also known as Armed Safe School Officer (below is an excerpt from the statute for reference):

...participate in the Coach Aaron Feis Guardian Program, if such program is established pursuant to Section 30.15 Florida Statutes, to meet the requirement of establishing a safe-school officer.

The school will have until **Friday, April 12, 2019** to upload into Charter.Tools under the State MSD Public Safety Commission Survey Benchmark supporting documentation indicating that the school is in compliance with Section 1006.12, Florida Statutes.

If you have any questions, please contact the Chief of Office of Safety, Security & Emergency Preparedness, Brian Katz at 754-321-2655.

Professionally,

Leslie M. Brown

Leslie M. Brown
Chief Portfolio Services Officer

Brian Katz

Brian Katz
Chief Safety, Security & Emergency Preparedness Officer

LMB/BK/DFC:ac

C: Robert W. Runcie, Superintendent of Schools
Robert P. Vignola, Deputy General Counsel
Donté Fulton-Collins, Director, Charter Schools Management/Support Department
Charter Governing Board Members
Paulina Reyna, Principal, Championship Academy of Distinction at Davie - 5422

State MSD Public Safety Commission Survey

4/12/19

Championship Academy Of Distinction 4/8/19
Al Davie (5422)

Brian Katz

Did Not Comply
Score: 0
Reviewed by Brian Katz on 5/23/19



To confirm compliance with Section 1095.12, Florida Statutes, if you have responded to prior communication requests that:

- your school employs a **School Resource Officer** full time, please upload the school's contract with the law enforcement agency
- your school employs an **Off Duty Detail Officer**, please provide documentation (e.g. contract)

Last submission: 5/23/19
First Submission: 4/8/19

Approved on 5/23/19
Last updated by Brian Katz
Reviewed 4 times

Started by Savitria Guthrie on 4/8/19 2:35 PM

The school currently has an on-site security officer from an approved service provider and is currently seeking a candidate for this role, to be completed on or before the new school year commences

Type your response here...

Post Response

On 5/28/19 8:23 PM, Brian Katz wrote:

Thank you for the update. Has the individual gone through the pre-screening for the Guardian program already (medical, psychological, background screening) or is that still pending? For the time being you will be marked as not in compliance however once you have the individual slated for Guardian training with BSO I will update the status to Under Review until they have completed the training successfully. Please update me as the status changes. Thank you.

On 5/23/19 3:45 PM, Savitria Guthrie wrote:

Mr. Katz, I apologize for the inconsistency on my end. The school has a security guard hired through King Security and will be registered to complete the Guardian Program. Since this put the school as being out of compliance, what actions are required on our end? Again, I apologize about what was reported earlier regarding this matter.

On 5/21/19 2:57 PM, Brian Katz wrote:

Please attach the documentation for your Guardian. Thank you.

On 5/21/19 1:43 AM, Savitria Guthrie wrote:

The school has a school safety officer that has been contracted through the Guardian Program. Please let me know if I need to provide documentation of this. Thank you.

On 5/20/19 9:31 PM, Brian Katz wrote:

We are following up on this clarification request. Please update by COB 5/22/19 or your status will be updated to non-compliant. Thank you.

On 5/15/19 4:41 PM, Brian Katz wrote:

Please clarify what an "approved service provider" is in your note. Contract security services do not meet the current statute requirements for an Armed Safe School Officer. Please clarify whether you have 1) A full-time assigned SRO, 2) A sworn law enforcement officer or deputy during all instructional hours each day, 3) A full time employee who has been trained and certified as a Guardian by BSO, 4) None of these. Thank you.



CHARTER SCHOOL PRINCIPALS' MEETING

WEDNESDAY, May 15, 2019

Broward College – North Campus Library
Building 62, Room 154
1000 Coconut Creek Boulevard,
Coconut Creek, Florida 33066

AGENDA

9:00 AM – 1:00 PM

Welcome and Updates

Donte Fulton-Collins, Director
Charter Schools Management/Support Department

Topics:

Achieve 3000

Amy Radich, Regional Director
Achieve 3000

9:15

Third Grade Summer Academy 9:30
PMP

Sarah Decotis, Curriculum Supervisor, ELA
Elementary Learning Department

Accessing EasyIEP through Clever 9:45

Tara Roger, EMS Manager (EasyIEP)
Exceptional Student Learning Support (ESLS)

Threat Assessment Updates 10:00

Emily Goldstein, District Coordinator
Christina Reyes, District Coordinator
Psychological Services

Progress Monitoring Uploads 10:15

Detra Adams, Curriculum Supervisor, Secondary Literacy
Charter Schools Management/Support Department

Assessment Updates 10:30

Adrienne Reynolds, Testing Specialist
Student Assessment and Research

Break

Safety and Security 11:00

Brian Katz, Chief Safety, Security & Emergency Preparedness
Officer
Safety, Security & Emergency Preparedness

Charter School Cost Reports 11:15

Ruth Mirailh, Cost Accountant
Lourdes Panizo-Fortune, Financial Reporting Analyst
Alfonso Parra, Accountant III
Accounting and Financial Reporting

Annual Financial Report

Title II, Part A 11:30

Dr. Dorina Varsamis, Intern Supervisor/Staff Developer
Teacher Professional Learning and Growth

Survey Reporting and Other Items 11:50

Diego DeRose, Research Specialist
Employee Evaluations

Reappointments 12:00
VERSA Application Processing
SB 7070

Maria Yen, Analyst
Talent Acquisition & Operations, Instructional

Venture Design Open Enrollment 12:15

Dr. Maria Rodriguez, Assistant Director
Deborah Cardoso, Account Client Support Specialist
Keren Merav, Speech Language Program Specialist
Innovative Programs Design/Support

Monitoring Visits 12:30
Tentative Meeting Dates 2019-2020
Charter.Tools Roll Over
Summer Contact Info/School Hours

Rhonda Stephanik, Coordinator
Charter Schools Management/Support Department

For those schools whose charter agreement expires June 30, 2020, a Renewal Program Review Informational Meeting will convene shortly after the conclusion of the Principals' Meeting. Please plan on attending as this will be the only time the information will be covered.

Have a safe and restful summer break!

2019-2020 Charter Principal Meeting Schedule

8:30-4:30

August 1, 2019

9:00-1:00

September 18, 2019


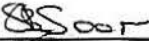


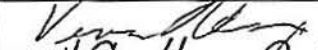


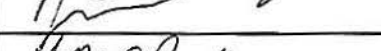
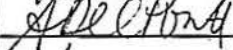
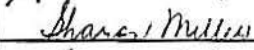
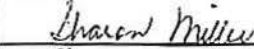

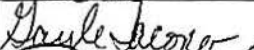
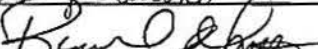
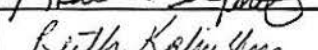
December 11, 2019

February 19, 2020

May 13, 2020

If you would like to host a meeting for next year, please contact the Charter Schools Management/Support Department at 754-321-2135.

**Charter Schools Management/Support Department
Principals' Meeting - May 15, 2019**

	SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
1	Academic Solutions Academy	5028		Sonia Soares, Building Administrator	9-12
2	Academic Solutions Academy - A	5233		Sonia Soares, Building Administrator	9-12
3	Alpha International Academy	5421		Wayne Nunez, Principal	K-5
4	Andrews High School	5009		Eunice Casey - Principal	9-12
5	Ascend Career Academy	5209		Vince Hansen	9-12
6	Atlantic Montessori Charter School	5029		Mari Canetti, J. Garcia	
7	Atlantic Montessori Charter School - West Campus	5164		Mari Canetti, J. Garcia	
8	Avant Garde Academy	5791		Josh Mera, Principal	6-12
9	Avant Garde Academy K-8 Broward	5015		Samantha Del Ponte	K-6
10	Ben Gamla Charter	5410		Sharon Miller	K-6
11	Ben Gamla North Broward	5001		Sharon Miller	K-6
12	Ben Gamla South Broward	5392		Christine Cardoso, Principal	K-6
13	The Ben Gamla Preparatory Academy	5182		Gayle Tarone, Principal	7-12
14	BridgePrep Academy of Hollywood Hills	5116		Ruth Kalinsky, PRINCIPAL	K-5
15	BridgePrep Academy of Broward County	5238		RUTH KALINSKY PRINCIPAL	K-7

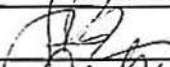

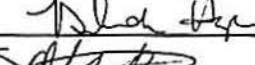
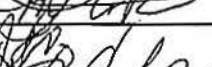
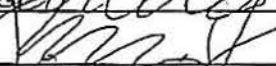


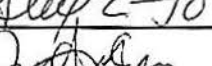

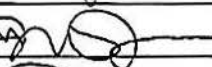
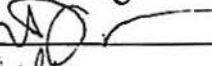
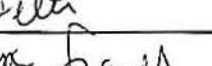
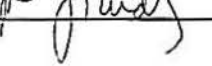
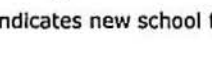

** indicates new school for the 2018-2019 School Year

**Charter Schools Management/Support Department
Principals' Meeting - May 15, 2019**

	SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
16	Broward Math and Science Schools	5038		Ali Gimus Principal	K-8
17	Central Charter School	5041		Tonya L. Dix	K-8
18	Championship Academy of Distinction Davie	5422			
19	Championship Academy of Distinction @ Hlywd	5361	C. Rivera	Christina Rivera AP	K-5
20	Championship Academy of Distinction HS	5219		Marilyn Davis	9-11
21	Championship Academy of Distinction MS	5215	C. Rivera	Christina River AP	6-8
22	Championship Academy of Distinction W. Broward	5234		Patsy Reid Principal	K-8
23	Charter School of Excellence @ Davie	5271		TRACY NESSL	K-5
24	Charter School of Excellence	5031		TRAY NESSL	K-5
25	City of Pembroke Pines Elem-Central	5051		SEAN CARTER	K-5
26	City of Pembroke Pines Elem-East	5051		Channale Augustin, Principal	K-5
27	City of Pembroke Pines Elem-West	5051		Michael Castellano	K-5
28	City of Pembroke Pines High	5121		PETER BAUERL, PRINCIPAL	6-12
29	City of Pembroke Pines Middle-Central	5081		SEAN CARTER	6-8
30	City of Pembroke Pines Middle-West	5081		Mr. Castellano	6-8

** Indicates new school for the 2018-2019 School Year

**Charter Schools Management/Support Department
Principals' Meeting - May 15, 2019**

	SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
31	Coral Springs Charter School	5091		Jodi Robins AP	6-12
32	Eagles' Nest Charter Academy	5355		Christine Mentis, Principal	K-8
33	Eagles' Nest Middle Charter School	5356		Belinda Hope Principal	6-8
34	Everest Charter School	5407		Marsha Stokes	5-8
35	Excelsior Charter of Broward	5393		Janet Corduroy Principal	K-5
36	Franklin Academy - Pembroke Pines	5012		Elena Diaz, Principal	K-8
37	Franklin Academy - Pembroke Pines HS	5142		Arlene H. Valdes	6-12
38	Franklin Academy - Sunrise	5010		SERGIO DELGADO / PPAL	K-8
39	Franklin Academy Cooper City	5037		Alexandra Fox / Principal	K-8
40	Franklin Academy F	5046		JENNIFER WADALL / PPAL	K-8
41	Greentree Preparatory Charter School	5130		Prosa Puv	K-8
42	Hollywood Academy of Arts & Science Elem	5325		Manda Wang	K-5
43	Hollywood Academy of Arts & Science Mid	5362		"	6-8
44	Imagine Schools @ Broward	5024		Debra Darling Principal	K-8
45	Imagine @ North Lauderdale Elem Charter	5171		Stephanie Standley Principal	K-5

* indicates new school for the 2018-2019 School Year

**Charter Schools Management/Support Department
Principals' Meeting - May 15, 2019**

	SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
46	Imagine Schools Plantation	5044	Ethiel Calvo	Ethiel Calvo Principal	K-8
47	Imagine at Weston	5111	Susana Padilla	Susana Padilla - Instructional Coach	K-8
48	Innovation Charter School	5177	Susan Alexander Janet Gale	Susan Alexander Principal ^{Janet Gale Assistant Principal}	K-5
49	International School of Broward	5416	Lorraine Tracey	Lorraine Tracey, Principal	6-12
50	Kidz Choice Charter School	5409	Anely Arenas	Anely Arenas Principal	K-5
51	New Life Charter Academy	5852	Shirley Bruner	Shirley Bruner (Principal)	K-5
52	North Broward Academy of Excellence Elem	5161	Robin Sander	Robin Sander	K-5
53	North Broward Academy of Excellence Middle	5371	Principal	Principal	6-8
54	Panacea Prep Charter School	5801	Belinda Hope	Belinda Hope Principal	K-5
55	Paragon Academy Of Technology	5381	DR. MONTY	DR. MONTY	
56	Renaissance Charter School at Cooper City	5049	Angela LeCompte	ANGELA LECOMPTÉ, PRINCIPAL	K-8
57	Renaissance Charter School at Coral Springs	5020	Angela LeCompte	Angela LeCompte *P	K-8
58	Renaissance Charter School at Pines	5710	Daniel C. Verdine	Daniel C. Verdine	K-8
59	Renaissance Charter Middle School at Pines	5014	Daniel C. Verdine	Daniel C. Verdine	K-8
60	Renaissance Charter School at Plantation	5023	Sherrilee Humphrey	Sherrilee Humphrey	K-8

** indicates new school for the 2018-2019 School Year

**Charter Schools Management/Support Department
Principals' Meeting - May 15, 2019**

	SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
61	Renaissance Charter School at University	5048		LASHONDA N. WHITE, PRINCIPAL	K-8
62	RISE Academy School of Science & Tech	5420		Adriana Guerra, Principal	K-8
63	Somerset Academy Elementary South	5263		Maria Devitt, Academics	K-5
64	Somerset Academy Elementary	5141		Maria Devitt, Academics	K-5
65	Somerset Academy Middle	5151		Maria Devitt, Academics	6-8
66	Somerset Academy Charter Conservatory High	5396		Maria Devitt, Academics	9-12
67	Somerset Academy High	5221		Maria Devitt, Academics	9-12
68	Somerset Academy Neighborhood	5021		Athena Gullen, Principal	K-5
69	Somerset Preparatory Charter Middle	5441		Athena Gullen, Principal	6-8
70	Somerset Academy High Miramar	5007		Athena Gullen, Principal	9-12
71	Somerset Academy Riverside Middle School	5419		Geyler H. Castro, Principal	6-7
72	Somerset Academy Charter School Miramar	5405		Alexandra Prieto, Principal	K-5
73	Somerset Academy Miramar Middle	5406		Alexandra Prieto, Prin	6-8
74	Somerset Academy Miramar South	5054		Alexandra Prieto, Prin	K-5
75	Somerset Academy Davie Charter School	5211		Dino Miller, Principal	K-5

** indicates new school for the 2018-2019 School Year

**Charter Schools Management/Support Department
Principals' Meeting - May 15, 2019**

	SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
76	Somerset Academy East Preparatory	5391		Mary Jean Pizarro	K-5
77	Somerset Academy Riverside	5387		Geyler H. Castro Principal	K-5
78	Somerset Academy Pompano	5388		Donna Koff, Principal	K-5
79	Somerset Academy Key Middle School	5413		Dennis Muboney	6-8
80	Somerset Key Academy HS	5224		Dennis Muboney	9-12
81	Somerset Pines Academy	5030		Donna Koff, Principal	K-5
82	Somerset Charter Academy @ North Lauderdale	5003		Donyale McShee Principal	K-5
83	Somerset Prep Charter High @ North Lauderdale	5006		Donyale McShee Principal	9-12
84	Somerset Academy Village Charter Middle School	5002		Anthony Mowle Principal	K-5
85	Somerset Village Academy	5004		Anthony Mowle	K-5
86	South Broward Montessori Charter School	5717		Elizabeth Koenkoan Amanda Adair	K-5
87	SunFire High School	5060		DeeEtte Naulkara Principal	9-12
88	SunEd High School of North Broward	5861		Tammy Lara, Principal	9-12
89	Sunrise High School	5481		Martie Lovelace	9-12
90	Sunshine Elementary	5400		DR Mouters	

** indicates new school for the 2018-2019 School Year

**Charter Schools Management/Support Department
Principals' Meeting - May 15, 2019**

	SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
91	West Broward Academy	5052			
	Charter School Representative				

Academica Schools

ng

Mark Devitt

** indicates new school for the 2018-2019 School Year

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF PORTFOLIO SERVICES

LESLIE M. BROWN
CHIEF PORTFOLIO SERVICES OFFICER

Signatures on file

July 9, 2019

TO: Charter School Principals

FROM: Leslie M. Brown
Chief Portfolio Services Officer

Brian Katz
Chief Safety, Security & Emergency Preparedness Officer

SUBJECT: **SAFE SCHOOL OFFICERS**

During the recently concluded legislative session, the Florida Legislature enacted changes to Section 1006.12, Florida Statutes, relating to the assignment of safe-school officers at schools - specifically including charter schools.

The Legislature now provides charter schools with four (4) options to meet the mandate of assigning a safe-school officer. The statute requires each charter school to implement one of the following options:

1. Establish a school resource officer program through a cooperative agreement with a Law Enforcement Agency;
2. Employ a school safety officer commissioned by the school district;
3. Participate in the Coach Aaron Feis Guardian Program;
4. Contract with a security agency to employ an individual, who meets the statutory criteria, as a school security guard.

The first three of these options, with some legislative changes made in 2019, were available to charter schools last year. The fourth option, contracting with a security agency to employ a school security guard, is new. The School Board of Broward County, Florida has taken no action to deny any charter school access to any of the safe-school officer options summarized above and more fully detailed in Section 1006.12, Florida Statutes. When considering each of the four options described in the statute, a charter school should be mindful that the availability of a particular option may be impacted by the number of persons who have completed the required training and whose services have not already been retained for other duties.

The School Board of Broward County, Florida intends to comply with the attached letter from the Commissioner of Education, Richard Corcoran dated June 28, 2019. In that letter, Commissioner Corcoran stated as follows:

Safe Schools Officer
July 9, 2019
Page Two

It is imperative for all charter schools to ensure full compliance with this law requiring at least one [School Safety Officer] SSO be present at their school while it is in session. **All charter schools without current coverage have until August 1 to come into compliance for the 2019-20 school year...**

For those charter schools that choose to treat our requests for information as optional, our only option going forward will be to use the full extent of the law to ensure compliance. We all share in the responsibility to do everything we can to ensure the safety of our children. We cannot choose to be vague or nonresponsive when we do not like the question that is being asked. [Emphasis furnished in original].

If one of the Safe School Officer options is not confirmed by your location by August 1st, such facts and circumstances will be considered by your charter school sponsor to present an immediate and serious danger to the health, safety or welfare of your charter school's students. Please be advised that, under those facts and circumstances, the school district will request The School Board of Broward County, Florida to "use the full extent of the law" as urged by Commissioner Corcoran and immediately terminate your charter agreement pursuant to Section 1002.33(8)(c), Florida Statutes. Please be further advised that a charter school's lack of the statutorily mandated Safe School Officer coverage presents a material threat to the health, safety or welfare of the charter school's students that would preclude the charter school sponsor from assuming operation of the charter school during the pendency of any hearings or appeals that may be requested by the charter school following the immediate termination of its charter agreement.

Please upload into Charter.Tools, under the benchmark entitled *Senate Bill 7030*, the attached form and pertinent documentation that confirms that your implemented Safe School Officer option is in compliance with Section 1006.12, Florida Statutes for the 2019-2020 school year. This documentation is due by **August 1, 2019**.

Additionally, in the coming weeks, you will be asked to complete a *Charter School Safety and Security Requirements Assurance*. Further directions regarding this document will be forthcoming.

If you have any questions, please contact **Brian Katz, Chief, Safety, Security & Emergency Preparedness Officer at 754-321-2655**.

Please govern yourselves accordingly.

LMB/BK/DFC:ac
Attachments

cc: School Board Members
Robert W. Runcie, Superintendent of Schools
Jeffrey Moquin, Chief of Staff
Robert Paul Vignola, Deputy General Counsel
Donté Fulton-Collins, Director, Charter Schools Management/Support Department
Charter Schools Governing Board Chair



Marva Johnson, *Chair*
Andy Tuck, *Vice Chair*
Members
Ben Gibson
Tom Grady
Michael Olenick
Joe York

June 28, 2019

Dear Charter School Representatives:

February 14, 2019, marked the one-year anniversary of the tragedy at Marjory Stoneman Douglas High School in Parkland, Florida, that took the lives of 17 Florida students and educators. Over the last year, there have been extensive investigations into the series of events that allowed the shooter to access the campus and carry out this heinous act.

As Speaker of the Florida House at the time of the tragedy, I was proud to play a role in the Marjory Stoneman Douglas High School Public Safety Act (Chapter 2018-3, Laws of Florida), which outlines critical evidence-based policies and procedures schools and districts should adhere to in order to keep our students safe. Now, as Florida's Education Commissioner, I am committed to helping you carry out this law with fidelity.

Senate Bill 7030 includes language to specifically identify charter school responsibilities for ensuring compliance in matters of safety and security. In particular, section (s.) 1002.33(8)-(14), Florida Statutes (F.S.) provides language identifying new areas for charter school compliance to include safe-school officers, threat assessment teams, School Environmental Safety Incident Reporting, Florida Safe Schools Assessment Tool, adopting an active assailant response plan, mobile suspicious activity reporting tool, and youth mental health awareness and assistance training. This memo is designed to address the most frequently asked questions and reinforce the Legislature's intent for charter schools regarding these provisions.

Based on the Department's review of the law and considering the intent of the Legislature to ensure effective school safety, the following guidance is issued to ensure consistent application on Florida school campuses and is reiterative of guidance issued on May 31, 2019, in a letter to all school district superintendents.

Safe-School Officers (s. 1006.12, F.S.)

In order to implement the law and greatly enhance the safety of every school so that all students are protected, every public elementary, middle and high school in Florida, including all Florida charter schools, must have a Safe-School Officer (SSO) physically present on each campus while school is in session. An SSO is a police officer, deputy sheriff, Guardian, or school security guard. I strongly recommend you view one SSO as the floor, the minimum, for keeping our students safe, as the law reads "one or more."

Charter School Representatives
June 28, 2019
Page Two

There is no debate that Florida's laws for public school safety include charter schools. To not make every effort to protect all children at every public school constitutes blatant disregard for the law.

As publicly shared at the Marjory Stoneman Douglas High School Public Safety Commission's June meeting, it is imperative for all charter schools to ensure full compliance with this law requiring at least one SSO be present at their school while it is in session. **All charter schools without current coverage have until August 1 to come into compliance for the 2019-20 school year.**

If finances are preventing your charter school from achieving these goals, I implore you to work with your local sheriff to leverage the expedient and affordable authority given to establish a Guardian Program.

The Marjory Stoneman Douglas High School Public Safety Commission's initial report found that having Guardians in schools is the best way to ensure highly trained personnel are in place to respond immediately in the event of a school shooting. The fact that the Commission encouraged the Legislature to expand the Guardian program speaks volumes, and I hope you will keep that in mind when considering this opportunity. You still have every ability to act on this authority.

If your charter school is located in a school district that has not voted on, or has declined to implement the Guardian program, Senate Bill 7030 affords the charter school governing board the authority to implement the program on its own. In such cases, the charter school governing board can request the sheriff to establish the program to train their charter employees. (s. 30.15(1)(k)1.b., F.S.) If the sheriff denies this request, the charter school governing board may contract with another sheriff for the training. (s. 30.15(1)(k)1.b., F.S.)

Additionally, the 2019 Legislature's Senate Bill 7030 includes a provision for school districts or charter school governing boards to contract with a security agency to employ school security guards, provided they are licensed under Florida law and meet the Guardian training requirements. The Guardian must be certified by the training sheriff and issued a "school guardian certificate." The Guardian may only serve in a school if appointed by the school district superintendent or charter school principal.

If a district school board, through its policies, procedures or actions, denies a charter school access to any SSO options, the district is required to assign a school resource officer or SSO to the charter school. Under such circumstances, the charter school's share of costs for such officer may not exceed the amount of funds allocated to the charter school within their safe schools allocation.

Threat Assessment Teams (s. 1006.07(7), F.S.)

Each school, including charter schools, is required to have a behavioral threat assessment team, and the members of the team are specified in the law: a threat assessment team shall include persons with expertise in counseling, instruction, school administration and law enforcement. The threat assessment team should meet regularly and be proactive, not merely reactive, and it should consider behavioral indicators.

School Environmental Safety Incident Reporting (SESIR) (s. 1006.07(9), F.S.)

Certain school incidents must be reported to the Department through the School Environmental Safety Incident Reporting (SESIR) System. The quality of SESIR data has been the subject of some recent concern; underreporting of criminal activity at schools is cited in the February 25, 2019, Supreme Court of Florida order impaneling a statewide grand jury. The reliability of school safety data has also been questioned at a recent meeting of the Marjory Stoneman Douglas High School Public Safety Commission, as well as in the media. Additionally, the Office for Civil Rights of the U.S. Department of Education (USED) and the American Civil Liberties Union have contacted my office with specific concerns about the accuracy of school safety and discipline data collected and reported to USED.

The 2018-19 school safety and student discipline data, collected through Survey 5, is due July 26, 2019, and the final update/amendment date is October 31, 2019. Superintendents are expected to review and certify their district's data, to include charter schools, since it is used for various federal and state-level reports.

School districts that receive funds from the USED are obligated to submit reports and information pertaining to civil rights compliance requested by the USED in a timely and accurate manner (refer to 34 C.F.R. §§ 75.700 and 76.770). Also, ss. 1001.54(3) and 1006.09(6), F.S., require that principals provide accurate and timely reports on school safety and discipline. It is imperative that all charter school principals understand the importance of this data. Without quality data, schools will be unable to justify needed safety resources or demonstrate the impact of interventions. Inaccurate or incomplete safety and discipline data may also put some state and federal funds at risk – let alone our school children.

For additional information on SESIR data and reporting, you can visit <http://www.fldoe.org/safe-schools/sesir-discipline-data/>. Also, school and district-level personnel charged with reporting SESIR and discipline data should complete the on-line training at www.SESIR.org.

Florida Safe Schools Assessment Tool (FSSAT) (s. 1006.1493, F.S.)

The FSSAT must be used by school officials at each public school site, including all charter schools, to identify threats, vulnerabilities and appropriate safety controls. In collaboration with the appropriate public safety agencies, each public school, including charter schools, must conduct this school security risk assessment by October 1 of each year.

Active Assailant Response Plan (s. 1006.07(6), F.S.)

Each district school board and charter school governing board must adopt an active assailant response plan. By October 1, 2019, and annually thereafter, each school district superintendent and charter school principal must certify that all school personnel have received annual training on the procedures contained in the active assailant response plan.

FortifyFL (s. 943.082(4)(b), F.S.)

A mobile suspicious activity reporting tool, otherwise known as FortifyFL was developed for the purpose of allowing anyone to instantly relay information of concern to appropriate law enforcement agencies and school officials. Section 943.082, F.S. requires district school boards and charter school governing boards to promote the use of the tool by advertising it on websites, in newsletters, on school campuses, in school publications, by installing it on all mobile devices issued to students, and by bookmarking the website on all computer devices issued to students.

Mental Health Assistance Allocation (s. 1011.62(16), F.S.)

The mental health assistance allocation is created to provide funding to assist in establishing or expanding school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families who may experience behavioral health issues with appropriate services. Charter schools may choose to participate in a district plan or submit a plan separate from a school district. Charter schools that submit a plan separate from the school district are entitled to a proportionate share of district funding. A charter school may develop and submit a detailed plan outlining the local program and planned expenditures to its governing board for approval. After the plan is approved by the governing board, it must be provided to the charter school's sponsor and then sent to the Department.

Charter School Representatives
June 28, 2019
Page Five

Overall Reporting and Compliance (s. 1001.212, F.S.)

The Department's Office of Safe Schools needs the full cooperation of every charter school for data on compliance with the law. The Office is charged with "compliance oversight in all matters regarding school safety and security" and is regularly asked to report on the steps taken to ensure the safety of Florida's nearly 2.9 million public school students.

For those charter schools that choose to treat our requests for information as optional, our only option going forward will be to use the full extent of the law to ensure compliance. We all share in the responsibility to do everything we can to ensure the safety of our children. We cannot choose to be vague or nonresponsive when we do not like the question that is being asked.

If you have additional questions regarding the requirements outlined in this letter, please contact the Office of Safe Schools at SafeSchools@fldoe.org and staff can work with you on your individual needs.

I am grateful for the leadership that many of you have shown, and I look forward to supporting everyone's ongoing efforts to improve the safety and security of all of Florida's students and educators.

Sincerely,



Richard Corcoran
Commissioner

Safe School Officer Compliance Documentation

School Name: _____

Location Number: _____

Address: _____

Telephone Number: _____

Principal: _____

Directions: Please upload into Charter.Tools this form and required documentation based on the Safe School Officer option selected for this location, by August 1, 2019, under the benchmark entitled *Senate Bill 7030*.

Required Documentation:

- Executed contract with Law Enforcement Agency
- School Guardian Certificate issued by the Sheriff
- Executed contract with Security Agency and School Guardian Certificate issued by the Sheriff

The signatures below confirm that the Safe School Officer option selected above for this location complies with Section 1006.12, Florida Statutes for the 2019-2020 school year.

I will inform the Sponsor within seven (7) days if there is a change with the selected option.

Principal (print name)	Signature	Date
Designee (optional-print name)	Signature	Date
Governing Board Chair (print name)	Signature	Date

Brenda S. Rivera

From: Donte F. Collins
Sent: Wednesday, July 31, 2019 3:02 PM
To: Charter_Schools_All_GG
Cc: Leslie M. Brown; Brian Katz; Barbara J. Myrick; Robert P. Vignola; Rhonda L. Stephanik; Brenda S. Rivera; Anitra F. Hayes
Subject: Deadline: Charter School Compliance Section 1006.12, Florida Statutes (Safe Schools Officer)

This email is being sent on the behalf of Leslie M. Brown, Chief Portfolio Services Officer and Brian Katz, Chief Safety, Security & Emergency Preparedness Officer.

Good afternoon Principals,

This email serves as a reminder that all Safe School Officer Compliance documentation pertaining to Section 1006.12, Florida Statutes, must be uploaded into Charter.Tools by Thursday, August 1, 2019 in order to comply with the directive issued by Commissioner Corcoran. As stated in the communication sent to charter schools on July 9, 2019, The School of Broward County, Florida intends to comply with the directive and will proceed within the full extent of the law to ensure compliance.

Required compliance documentation must be uploaded to the benchmark entitled Senate Bill 7030 in Charter.Tools. There are only three (3) acceptable forms of documentation that meet the requirement.

They are the following:

- Executed contract with a Law Enforcement Agency
- School Guardian Certificate issued by the Sheriff
- Executed contract with a Security Agency and School Guardian Certificate issued by the Sheriff

Charter Schools that have not uploaded the qualified proof of compliance with Section 1006.12, Florida Statutes by August 1, 2019 requiring a Safe School Officer will receive a formal letter no later than August 5, 2019 regarding possible termination.

Thank you very much for your compliance with this state-mandated critical school safety, security, and student welfare requirement.

Mrs. Donté Fulton-Collins, Director
Charter Schools Management/Support
The School Board of Broward County, Florida
600 SE 3rd Avenue, 12th Floor,
Ft. Lauderdale, FL 33301

P:754-321-2135
F: 754-321-2138
E: donte.collins@browardschools.com

Please note: Due to the implementation of the mandatory 2019 Summer 4-Day Work Week, all schools and administrative offices are closed each Friday during the summer beginning the week of June 10, 2019 through August 2, 2019.



Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.



Principals' Meeting
Pembroke Pines Charter High School
17189 Sheridan Street
Pembroke Pines, Florida 33331
8:30-4:30

WELCOME BACK!

General Session

Welcome	Donté Fulton-Collins, Director <i>Charter Schools Management/Support Department</i>
	Peter Bayer, Principal <i>Pembroke Pines Charter High School</i>
Topics:	
ZUM	Sean Kroll, Account Executive <i>ZUM</i>
Title I Eligibility	Luwando Wright-Hines, Director Dr. Justin Lauro, Data Researcher Dr. Charisse Southwell, Research Specialist <i>Title I, Migrant and Special Programs</i>
Class Size Reduction	Christine LaNovara, Evaluation Administrator Millicent O'Connor, System Analyst III <i>Portfolio Services</i>
Safe School Officers: Complying with Section 1006.12 Florida Statutes	Brian Katz, Chief Safety, Security and Emergency Preparedness Officer
Preparing for Unanticipated Events	Victoria Stanford, Manager <i>Emergency Management/Risk Management</i>
<i>Break</i>	
LED Lighting and Energy Efficiency	Sam Chagani, President <i>Smart Energy Solutions</i>
Evaluation Updates	Khandia Pinkney, Evaluation Coordinator Diego DeRose, Research Specialist <i>Employee Evaluations</i>

Course Recovery Uploads Detra Adams, Curriculum Supervisor, Secondary ELA
Charter Schools Management/Support Department

DOE Transportation Requirements: Kay Blake, Director
-Students
-CDL Drivers
-Vehicles
-Bus Evacuation
-Loading Zones
-FEFP Requirements and Submission

2019-2020 Premium Services Dr. Maria de L. Rodriguez, Assistant Director
Deborah Cardoso, Account Client Support Specialist
Keren Merav, Speech Language Program Specialist
School/Venture Design Support

Wrap-Up and Afternoon Details Rhonda Stephanik, Coordinator
Charter Schools Management/Support Department

LUNCH

Next Meeting – September 18, 2019

Thank you to Sean Kroll, with Zum for sponsoring today's breakfast!
&
Thank you to Sam Chagani, with Smart Energy Solutions for sponsoring
today's lunch!

Afternoon Sessions

**12:20-4:30 Assigned Rooms Based on Your Group – Please DO NOT switch your group assignment
Remember to sign in for each session!**

Meet your presenters

FTE and Revenue:	Cecilia Zereceda and Sandy Vallianos
Audit, Attendance and P&I:	Reynaldo Tunnermann
Foster Care and ESSA Compliance:	Nan Busjit-Bhalai and Robin Moreland
T2A Professional Learning Plan and Logic Model Alignment Overview:	Dr. Dorina Varsamis
ESOL Updates:	Celina Chavez
Homeless Education (McKinney Vento):	Gabriela Barros
Matrix Support Plans and ESE Compliance:	Terry Spurlock and Lisa Cunningham
Section 504 Updates:	Opal Bennett

Group A – Room 111

12:20-1:20	1:25-2:25	2:30-3:25	3:30-4:30
FTE and Revenue Audit, Attendance and P&I	Foster Care and ESSA Compliance, T2A Professional Learning Plan and Logic Model	ESOL Updates, Homeless Education	Matrix Support Plans and ESE Compliance Section 504 Updates

Group B – Room 113

12:20-1:20	1:25-2:25	2:30-3:25	3:30-4:30
Foster Care and ESSA Compliance, T2A Professional Learning Plan and Logic Model	FTE and Revenue Audit, Attendance and P&I	Matrix Support Plans and ESE Compliance Section 504 Updates	ESOL Updates, Homeless Education

Group C – Room 131

12:20-1:20	1:25-2:25	2:30-3:25	3:30-4:30
ESOL Updates, Homeless Education	Matrix Support Plans and ESE Compliance Section 504 Updates	FTE and Revenue Audit, Attendance and P&I	Foster Care and ESSA Compliance, T2A Professional Learning Plan and Logic Model

Group D – Room 132

12:20-1:20	1:25-2:25	2:30-3:25	3:30-4:30
Matrix Support Plans and ESE Compliance Section 504 Updates	ESOL Updates, Homeless Education	Foster Care and ESSA Compliance, T2A Professional Learning Plan and Logic Model	FTE and Revenue Audit, Attendance and P&I



Office of Safety, Security & Emergency Preparedness

Safe School Officers:

Complying with Section 1006.12 Florida Statutes

August 1, 2019



Options to Comply with Statute:

1. Establish a school resource officer program through a cooperative agreement with a Law Enforcement Agency;
2. Employ a school safety officer commissioned by the school district;
3. Participate in the Coach Aaron Feis Guardian Program;
4. Contract with a security agency to employ an individual, who meets the statutory criteria, as a school security guard (NEW option this year).

Source: BCPS memo to Charter School Principals, 07/09/19



Excerpt from the FLDOE Commissioner of Education:

"It is imperative for all charter schools to ensure full compliance with this law requiring at least one [School Safety Officer] SSO be present at their school while it is in session. All charter schools without current coverage have until August 1 to come into compliance for the 2019-20 school year...

For those charter schools that choose to treat our requests for information as optional, our only option going forward will be to use the full extent of the law to ensure compliance."

Source: FLDOE letter, Commissioner of Education, Richard Corcoran, 06/28/19



Ensuring Compliance: Documentation & Actions

1. Please upload into Charter.Tools, under the benchmark entitled *Senate Bill 7030*, the form titled "Safe School Officer Compliance Documentation" and pertinent documentation that confirms that your implemented Safe School Officer option is in compliance with Section 1006.12, Florida Statutes for the 2019-2020 school year.
2. This documentation is **due by August 1, 2019**.
3. Required form was attached to BCPS memo distributed on 07/09/19.

Source: BCPS memo to Charter School Principals, 07/09/19



Questions?

Questions?



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Heather P. Brinkworth, Chair

Donna P. Korn, Vice Chair

Lori Alhadeff

Robin Bartleman

Patricia Good

Laurie Rich Levinson

Ann Murray

Dr. Rosalind Osgood

Nora Rupert

Robert W. Runcie, Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.



**Charter Schools Management/Support Department
Principals' Meeting - August 01, 2019**

SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
Academic Solutions Academy	5028		Samee Seares Building Admin	9-12
Academic Solutions Academy - A	5233		Samee Seares Building Admin	9-12
Alpha International Academy	5421		Wayne Nkomo Principal	K-5
Andrews High School	5009		Eunice Casey Principle	9-12
Ascend Career Academy	5209		Vinnie Alessi, Principal	9-12
Atlantic Montessori Charter School	5029		Juana Garcia	K-5
Atlantic Montessori Charter School - West Campus	5164		Juana Garcia	K-5
Avant Garde Academy	5791		Samantha Walker	K-5
Avant Garde Academy K-8 Broward	5015		Samantha Walker	K-12
Ben Gamla Charter	5410		Sharon Miller	K-6
Ben Gamla North Broward	5001		Sharon Miller	K-6
Ben Gamla South Broward	5392		Daniel Brown Principal	K-6
The Ben Gamla Preparatory Academy	5182		Gayle Iacono, Principal	7-12 th
BridgePrep Academy of Hollywood Hills	5116		Sharnell Christopher, Lufft Manager	K-5
BridgePrep Academy of Broward County	5238		Ruth Kowalski, Dean	K-8
Broward Math and Science Schools	5038		Ali Gunes, Metin Gunes, Principal	K-8

* Indicates new school for the 2019-2020 School Year

**Charter Schools Management/Support Department
Principals' Meeting - August 01, 2019**

SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
Central Charter School	5041		Tonya L. Dix	K-8
Championship Academy of Distinction Davie	5422		Tasha Duffell	K-8
Championship Academy of Distinction @ Hlywd	5361		Spiritia Cuthner	K-5
Championship Academy of Distinction HS	5219		Henry Dickie	9-12
Championship Academy of Distinction MS	5215		Spiritia Cuthner	6th-8th
Championship Academy of Distinction W. Broward	5234		Jan Losienicka	K-8
Charter School of Excellence @ Davie	5271		TRACY A. NEISS	K-5
Charter School of Excellence	5031		TRACY A. NEISS	K-5
City of Pembroke Pines Elem-Central	5051		SEAN PHELAN	K-5
City of Pembroke Pines Elem-East	5051		Chanice Augustin	K-5
City of Pembroke Pines Elem-West	5051		Michael Castellano	K-5
City of Pembroke Pines High	5121		PETER BEYER	6-12
City of Pembroke Pines Middle-Central	5081		SEAN PHELAN	K-5
City of Pembroke Pines Middle-West	5081		Michael Castellano	K-8
Coral Springs Charter School	5091		Stacy Spruett - Principal	6-12
Eagles' Nest Charter Academy	5355		Christine Mentis, Principal	K-8

* Indicates new school for the 2019-2020 School Year

**Charter Schools Management/Support Department
Principals' Meeting - August 01, 2019**

SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
Eagles' Nest Middle Charter School	5356		Belinda Hope	6-8
Everest Charter School	5407		Marsha Spoken	K-8
Excelsior Charter of Broward	5393		Marsha Spoken	
Franklin Academy - Pembroke Pines	5012		Elena Diaz, Principal	K-8
Franklin Academy - Pembroke Pines HS	5142		J. Showalter	9-12
Franklin Academy - Sunrise	5010		SERGIO DELGADO	K-8
Franklin Academy Cooper City	5037		Alexandria E FOX	K-8
Franklin Academy F	5046		Jennifer Nada	K-8
Greentree Preparatory Charter School	5130		Rosa Poo	K-6
Hollywood Academy of Arts & Science Elem	5325		Mark Hage	K-5
Hollywood Academy of Arts & Science Mid	5362		Mark Hage	6-8
Imagine Schools @ Broward	5024		Dana Darling, Principal	K-5
Imagine @ North Lauderdale Elem Charter	5171		Stephanie Stordley, Principal	K-5
Imagine Schools Plantation	5044		Ethiel Carr, Principal	K-8
Imagine at Weston	5111		Theresa Summer, Interim Principal	K-8
Innovation Charter School	5177		Susan Alexander, Principal	K-5

* Indicates new school for the 2019-2020 School Year

**Charter Schools Management/Support Department
Principals' Meeting - August 01, 2019**

SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
International School of Broward	5416		Dr. Ciara L. Bestick	6-12
New Life Charter Academy	5852		Shirley Brumby	
North Broward Academy of Excellence Elem	5161		Robin Smalley	K-5
North Broward Academy of Excellence Middle	5371		Principal	6-8
Panacea Prep Charter School	5801		Belinda Hooper	K-5
Paragon Academy Of Technology	5381		Championson / Martha P. Pinaud	6-8
Renaissance Charter School at Cooper City	5049		Jackson Self	K-8
Renaissance Charter School at Coral Springs	5020		Lynette Self	K-8
Renaissance Charter School at Pines	5710		Daniel C. Verdine	K-5
Renaissance Charter Middle School at Pines	5014		Daniel C. Verdine	K-5
Renaissance Charter School at Plantation	5023		Sheri Lee Hunter	K-K
Renaissance Charter School at University	5048		Adriana M. Guerra, Principal	K-8
RISE Academy School of Science & Tech	5420		Dr. Adriana Guerra	K-8
Somerset Academy Elementary South	5263		Walkiria Salazar V. Principal	K-3
Somerset Academy Elementary	5141		Walkiria Salazar V. Principal	K-5
Somerset Academy Middle	5151		Walkiria Salazar V. Principal	6-8

* indicates new school for the 2019-2020 School Year

**Charter Schools Management/Support Department
Principals' Meeting - August 01, 2019**

SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
Somerset Academy Charter Conservatory High	5396		Walkiria Sobaron V. Principal	9-12
Somerset Academy High	5221		Walkiria Sobaron V. Principal	9-12
Somerset Academy Neighborhood	5021		Kishia Gustin, Principal	K-5
Somerset Preparatory Charter Middle	5441		A. Hernandez, Principal	6-8
Somerset Academy High Miramar	5007		A. Hernandez, Principal	9-12
Somerset Academy Riverside Charter Middle	5419		Geyler Herrera Castro, Principal	6-8
Somerset Academy Charter School Miramar	5405		Rosa Peddy	K-5
Somerset Academy Miramar Middle	5406		Rosa Peddy	6-8
Somerset Academy Miramar South	5054		Rosa Peddy	K-5
Somerset Academy Davie Charter School	5211		Dino Miller, Principal	K-5
Somerset Academy East Preparatory	5391		Mary Stuart, Principal	K-5
Somerset Academy Riverside	5387		Geyler Herrera Castro, Principal	K-5
Somerset Academy Pompano	5388		Dyrine Kay, Principal	K-5
Somerset Academy Key Middle School	5413		Samantha Francisco, Asst. Principal	6-12
Somerset Key Academy HS	5224		Samantha Francisco, Asst. Principal	6-12
Somerset Pines Academy	5030		Dyrine Kay, Principal	K-5

* Indicates new school for the 2019-2020 School Year

**Charter Schools Management/Support Department
Principals' Meeting - August 01, 2019**

SCHOOL NAME	LOC	SIGNATURE	PRINT NAME AND TITLE	Current Grades Served
Somerset Charter Academy @ North Lauderdale	5003		DONNALE F MCCHAFFEE Principal	K-8
Somerset Prep Charter High @ North Lauderdale	5006		"	9-12
Somerset Academy Village Charter Middle School	5002		Anthony Muma Principal	6-8
Somerset Village Academy	5004		"	K-5
South Broward Montessori Charter School	5717		Elizabeth Kpenkaran	K-5
*Summit Charter Academy	5320		Eliza Fido School Counselor	K-8
SunFire High School	5060		DeEtte Nunkara, Principal	9-12
*SunEd High School of South Broward	5053		Tammy Lara Principal	9-12
SunEd High School of North Broward	5861		Tammy Lara Principal	9-12
Sunrise High School	5481		Martha Lovelace - Principal	9-12
Sunshine Elementary	5400		Martha Pridemore / Dept Chairperson	K-5
West Broward Academy	5052		Will Pickens	K-8

* indicates new school for the 2019-2020 School Year

Charter Principals' Meeting
 Afternoon Session Room Assignments

Sign-in Sheet	
Group A - Room	
5031	<i>[Signature]</i>
5116	<i>[Signature]</i>
5130	<i>[Signature]</i>
5171	<i>[Signature]</i>
5177	<i>Bushra Alexander</i>
5211	<i>Dr. L. Dina Miller</i>
5271	
5393	<i>[Signature]</i>
5421	<i>Deanna Applewhite</i> <i>[Signature]</i>
5717	<i>Elizabeth Kpenkavan</i>
5852	<i>[Signature]</i>
5002/5004	<i>[Signature]</i> Anthony Manera
5029/5164	<i>Mari Concha / Susan Garcia</i>
5387/5419	<i>[Signature]</i> (Seymour Herrera Castro)
5030/5388/5391	<i>Donna Kark</i> <i>[Signature]</i>
5054/5405/5406	<i>Rosa Paddy</i> <i>[Signature]</i>
5391	<i>Mary Stuart</i> <i>[Signature]</i>


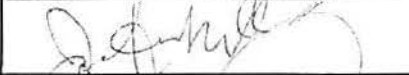
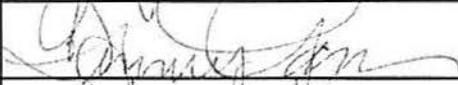
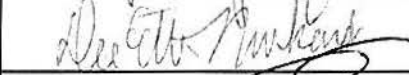



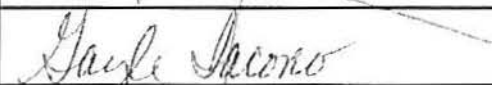

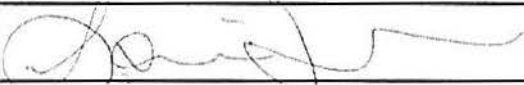






Charter Principals' Meeting
Afternoon Session Room Assignments

Sign-in Sheet	
Group B - Room	
5015	<i>Walker</i>
5020	<i>Lee</i>
5023	
5048	<i>[Signature]</i>
5049	<i>[Signature]</i>
5052	<i>[Signature]</i> <i>WJ</i>
5420	<i>[Signature]</i>
5791	<i>Apple</i>
5003/5006	<i>Loyale McKeel</i>
5161/5371	<i>Blane</i>
5356/5801	
5400/5381	<i>Mr. Presner</i>
5051 E	<i>[Signature]</i>
5051/5081 C	<i>[Signature]</i>
5051/5081 W	<i>[Signature]</i>
5007/5021/5441	<i>[Signature]</i>









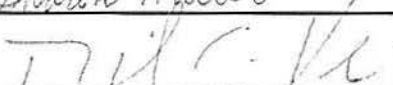
5355

Q. Kentis

Charter Principals' Meeting
Afternoon Session Room Assignments

Sign-in Sheet	
Group C - Room	
5009	
5046	
5053	
5060	
5091	
5121	
5142	
5182	
5209	
5416	
5481	
5861	
5028/5233	
5224/5413	
5141/5151/5221/ 5396/5263	 walkiria soberon
5215/5219/5361/5422	

Charter Principals' Meeting
 Afternoon Session Room Assignments

Sign-in Sheet	
Group D - Room	
5010	 SERGIO DELGADO
5012	 Elena Diaz
5024	Debra Darling Debra Darling
5037	 Alvaro Lopez
5038	 Metro Gunes - All
5041	 Ethiel Calvo
5044	Ethiel Calvo Ethiel Calvo
5111	Theresa Sumner Theresa Sumner
5234	TON Losinowski T. Losinowski
5238	Ruth Kalinsky RUTH KALINSKY
5320	COUNSELOR / 
5355	
5392	 Daniel Berman
5407	 Marsha Stokes
5001/5410	Sharon Miller
5014/5710	 Donald C. Verdine
5325/5362	

Safe School Officer Compliance

8/1/19

Championship Academy Of Districton 7/31/19
At Davis (5422)

Brian Katz

Score: 0

Reviewed by Anita Collins on 8/14/19

As part of the requirement for Senate Bill 7030 each charter school is required to confirm the Safe School Officer option on the school's campus and provide the required documentation based on the selected option. This confirmation will be required annually.

Last submission 8/14/19
First Submission 7/31/19

Approved on 8/14/19
Last updated by Todd DuPell
Reviewed 6 times

Ready For Review

Score:

0

Required documentation may consist of one of the following depending on the option selected:

- Executed contract with Law Enforcement Agency
- School Guardian Certificate issued by the Sheriff
- Executed contract with Security Agency and the School Guardian Certificate issued by the Sheriff

Notes



Started by Todd DuPell on 7/31/19 6:00 PM

We have hired an armed security officer who is scheduled for the September Guardian Training Program. During his training we will utilize the services of security company to fill in during his absence.

Type your response here...

Post Response

On 8/14/19 10:33 PM, Todd DuPell wrote:

Greetings, I have attached the Daily Detail Agreement with Davie Police Department as well as a host of other documents to show that we have employed a safe school officer who will be attending the September BSO Guardian Training. Please advise as I have received a notice from Leslie Brown

On 8/9/19 7:10 PM, Brian Katz wrote:

School to inform District immediately if status changes at any time. Thank you

On 8/9/19 7:09 PM, Brian Katz wrote:

Per BSO, Davie covering for first day of school

On 8/6/19 12:46 PM, Brian Katz wrote:

Thank you for submitting the documentation regarding your Guardian candidate you intend to put into BSO training in September. You will be marked as not in compliance until that individual completes training or you are able to obtain law enforcement support for your school. As noted previously, this requirement to have a Safe School Officer meeting one of the approved methods has been in statute since prior to the 2018-2019 school year.

On 8/5/19 5:16 PM, Brian Katz wrote:

We are still waiting on your documents. Please update immediately or we have no choice but to flag you as not in compliance. Thank you

On 8/6/19 12:46 PM, Brian Katz wrote:

Thank you for submitting the documentation regarding your Guardian candidate you intend to put into BSO training in September. You will be marked as not in compliance until that individual completes training or you are able to obtain law enforcement support for your school. As noted previously, this requirement to have a Safe School Officer meeting one of the approved methods has been in statute since prior to the 2018-2019 school year.

On 8/5/19 5:16 PM, Brian Katz wrote:

We are still waiting on your documents. Please update immediately or we have no choice but to flag you as not in compliance. Thank you

On 8/3/19 12:43 PM, Brian Katz wrote:

I have unlocked your benchmark. Please upload your documentation ASAP.

On 8/2/19 8:44 PM, Todd DuPell wrote:

Greetings Mr. Katz, per your suggestion at our recent principal's meeting I met in person with Jennifer Sucher, Manager of Special Details Office for BSO (AND) have attached an email from Davie Police Department both providing me with the same information regarding special detail officers. Championship Academy of Distinction DAVIE CAMPUS has and will continue to requested from the Davie Police Dept an office for temporary detail whilst our security guard, whom is already licensed to carry a concealed weapon, can complete the September Guardian training course (he is already signed up). Please advise how I can send you the documentation. I will attempt to submit the documentation to your browardschools account... in the event you unlock this benchmark, I will happily attach the documentation of my conversations.

On 8/2/19 2:15 PM, Brian Katz wrote:

Please indicate how your school intends to be in compliance for first day of school. Until your vendor has a candidate successfully complete Guardian training and all of the requirements this solution would have you out of compliance. You must contact your law enforcement provider and if they are unable to provide a detail officer you should contact the Broward Sheriff's office and request same. Until you upload documentation indicating that you will have required coverage from first day of school you will be marked as out of compliance.

On 8/1/19 8:04 PM, Brian Katz wrote:

Thank you for your submission regarding your plan to have someone complete the Guardian training in September. What approved method of compliance will you be using prior to the completion of training in October? Thank you.



DAVIE POLICE DEPARTMENT

1230 S Nob Hill Rd Davie, FL 33324
(954) 693-8200 Main
(954) 693-8335 Fax



PRIVATE DUTY DETAIL APPLICATION

BILLING INFORMATION

Business Name:	Championship Academy of Distinction	Billing Contact:	
Billing Address:	3367 N. University Drive	City/State/Zip:	Davie FL 33024
Phone Number:	954-362-3415	Fax Number:	954-640-9678
Email Address:	jperez@championshipacademy.org		

DETAIL REQUEST INFORMATION

One Time Detail:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Recurring Detail:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Detail Address:	SAME AS ABOVE		
Contact Person:	Todd DuPell, Principal	Business Name:	
Email Address:		Contact Number:	954-362-3415
Date(s) or Days:	8/14/19 - 9/28/19 Monday - Friday *BROWARD COUNTY SCHOOL DAYS ONLY		
Times:	7:30 - 3:30		
Type of Event:		Expected Attendance:	
Number of Officers:	1	Community Service Aide Approved (Traffic Only):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of Community Service Aides:			
Town of Davie Special Event Permit/ Facility Rental Agreement:	<input type="checkbox"/> Yes (please attach) <input checked="" type="checkbox"/> No		
Specific Requirements (Security Assignments, Traffic Posts, Responsibilities, Etc.):			

DETAIL FEE SCHEDULE

Regular Rate	Special Event Rate	Emergency Rate	Holiday Rate
Officer/ CSA: \$42.00	Officer/ CSA: \$50.00	Officer/ CSA: \$57.00	Officer/CSA: \$83.00
Sergeant: \$48.00	Sergeant: \$56.00	Sergeant: \$63.00	Sergeant: \$89.00
Lieutenant: \$54.00	Lieutenant: \$62.00	Lieutenant: \$69.00	Lieutenant: \$95.00

Special Event Rate: Any event that takes place at the Davie Arena at the Bergeron Rodeo Grounds, under an approved Town of Davie Special Event Permit/Facility Rental Agreement, any establishment licensed to sell and/or serve alcohol, or as determined by the Chief of Police upon application review.

Emergency Rate: Any new detail request made within 72 hrs. of the start of the detail.

Holiday Rate: Any detail request made on the following recognized holidays: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Patriot Day, Veteran's Day, Thanksgiving Day, (Friday After) Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

For questions or to learn the status of a detail request, please call 954-693-8320 or via email at PoliceDetail@davie-fl.gov

TERMS AND CONDITIONS

General:

1. The Chief of Police reserves the right to decline a detail request for any reason. Every reasonable effort will be made to fill the detail request, but there is no guarantee it will be filled. Members of the Davie Police Department, who are authorized to work Private Duty Details, do so voluntarily during their off duty hours.
2. It is understood that, notwithstanding the fact that the applicant will reimburse the Davie Police Department for the services rendered, the assigned members remain employees of the Davie Police Department. The applicant is restricted to the general assignment of duties to be performed and has no authority over the officer/CSA.
3. The applicant understands and agrees that while working the detail, the officer/CSA may be required to report to duty at the direction of the on duty supervisor.
4. Community Service Aides are only authorized to work non-security, traffic related details.
5. The Chief of Police reserves the right to require a specific number of officers/CSA's and rate to be charged, based on the type of event, business type or activity, expected attendance, or any other circumstance. If the detail request is for a party or similar celebratory or special event (indoor/outdoor), please be aware that the Town of Davie Code of Ordinances may include certain restrictions such as special event permit requirements, hours of operation and noise regulations [Chapter 15 – Noise, shall be enforced].
6. Private Duty Detail requests made as a requirement under a Town of Davie Special Event Permit or facility rental agreement, may be required to pay an amount equal to the Emergency Rate if the request is not filled within 72 hrs. of the starting time.
7. When a Private Duty Detail requires at least five (5) officers, the fifth officer shall be a sergeant or above. If the detail requires ten (10) officers, the tenth officer shall also be a sergeant or above. If the detail requires more than ten (10) officers, the eleventh shall be a lieutenant or above.
8. In the event an officer takes lawful police action that falls within the scope of the detail requirements, the applicant shall be continuously billed until the completion of any action.

Billing:

9. All Private Duty Detail requests shall have a minimum of three (3) hours billed per officer/CSA.
10. An invoice will be sent after the completion of the detail or at the end of the month. In some cases, the applicant may be required to pay in advance at the discretion of the Chief of Police. Payment is due upon receipt or a 15% late fee will be added if not received within 30 days of the invoice date, and shall be made payable to the "Town of Davie".
11. If additional officers/CSA's are requested after the initial detail request is approved and the additional request is made within 3 days of the scheduled detail, all members scheduled to work will be compensated at the Emergency Rate as defined in this agreement.
12. If any part of the detail falls on a holiday listed above, all hours worked will be billed at the Holiday Rate.
13. Detail request cancellations must be made in writing, and must be received during normal business hours. Cancellations made with less than twenty-four (24) hours notice or upon the arrival of detail Officer will result in a minimum charge of three (3) hours billed per officer/CSA.

Termination:

14. In its sole discretion, the Davie Police Department may provide written notice as to the cancellation of a private duty detail request for any reason, including but not limited to late payment or non-payment of services provided. Recurring detail requests shall automatically renew on a month-to-month basis unless written notice of cancellation is received.

Indemnification:

15. Applicant agrees to indemnify and hold harmless the Town of Davie, Davie Police Department, its employees, or agents against any and all liability, costs, expenses, attorney's fees, or damages arising from any claim, demand, cause of action, or lawsuit resulting or arising from, either directly or indirectly, services provided under this agreement.

Attorney's Fees:

16. In the event the Town of Davie has to take legal action to enforce this agreement, applicant agrees to pay the Town of Davie its costs and attorney's fees, including the costs of any appeal.

Amendments:

17. All parties agree that the Davie Police Department may amend the terms and conditions of this agreement with written notice of the changed terms.

I have read, understand, and agree to the above terms and conditions. I am authorized to sign on behalf of the business or corporation (if applicable).

Applicant Signature:  Date: 8-8-19

For Police Department Use Only:

Additional Comments: _____

Private Duty Detail Request Approved: Yes No



DAVIE POLICE DEPARTMENT

1230 S Nob Hill Rd Davie, FL 33324
(954) 693-8200 Main
(954) 693-8335 Fax



PRIVATE DUTY DETAIL PROGRAM

Dear Applicant,

Thank you for requesting information regarding the Davie Police Department Private Duty Detail Program. The following application is to be completed in order for a request to be processed and approved. Please complete the application in its entirety, and sign and date the last page acknowledging the Terms and Conditions set forth. The completed application may then be returned to the Detail Coordinator by mail, by fax, or via email at PoliceDetail@davie-fl.gov. For information requested after normal business hours, please contact the main department number at 954-693-8200.

If you have any questions regarding the scheduling, billing, or other administrative questions please contact the Detail Coordinator:

Adrienne Fletcher

PoliceDetail@davie-fl.gov

(954) 693-8320 Office

All other questions or concerns regarding the Private Duty Detail program may be directed to the Detail Administrator:

Lieutenant Jeremy Stone

PoliceDetail@davie-fl.gov or

(954) 693-8354 Office

Srgrcant Mark Leone

PoliceDetail@davie-fl.gov

(954) 693-8387 Office

Thank you,

Lt. Jeremy Stone



ARMED SAFE SCHOOL OFFICER/GUARDIAN TRAINING PROGRAM
AUTHORIZATION AND REGISTRATION FORM

Last Name: Carbone First Name: Steven MI: S
Last 4 Digits of Social Security Number: 9245
Telephone Number: 954 274 3406

Requirements

As required by F.S. 30.15 and the Public Safety Act, the following components have been successfully met for the above listed individual:

- Livescan at BSO PSB Date of Result _____
- Drug Test
- Psychological Evaluation
- License to Carry a Concealed Weapon - Copy attached

The signature below must be from an authorized agency administrator who attests to the eligibility of the individual, and requests enrollment in the Armed Safe School Officer/Guardian Training Program of the Broward Sheriff's Office.

Agency: Championship Academy of Distinction DAVIE
Address: 3367 W. University Dr. Davie FL 33024
Name of Administrator: Todd DuPelle
Signature of Administrator: Todd DuPelle Date: 7/31/19
Telephone Number: 954 362 3415 E-mail: Tdupelle@championshipAcademy.org

Please return this completed form to the Broward Sheriff's Office, Training Division, 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 or via email to: efrain_torres@sheriff.org prior to the beginning of the training program.

ANNUAL CONTRACT OF EMPLOYMENT

Position Held Safe-School Officer

This Agreement dated July 24, 2019 is entered into between Championship Academy of Distinction (herein referred to as "CAD") and Steven Carbone (herein referred to as "Safe-School Officer") Whereas, CAD is a charter school, and therefore considered a private entity by the School Board of Broward County, CAD employees are not employed by the School Board of Broward County. The Governing Board has full administrative authority as per the School Charter to operate the school efficiently.

In compliance with SB7026, it is the policy of CAD to employ a Certified Safe-School Officer for the protection and safety of school personnel, property, students, and visitors.

The following agreement between CAD and the Safe-School Officer has a term of 08/01/2019 through 07/31/2020 and confirms acknowledgement of the following:

1. The Safe-School Officer agrees to serve CAD for the number of days in the official school calendar and work cooperatively with the staff, faculty and administration of CAD. The Safe-School Officer agrees to work according to the schedule and dates stated. The Safe-School Officer is expected to be present at the school from 7:30 a.m. until 4:00 p.m. unless other arrangements are approved by the Principal.
2. Any employment with CAD is "at-will"; that is, either CAD or the Safe-School Officer can terminate employment at any time, for any reason.
3. Any Safe-School Officer/Faculty/Staff who is unable to report to work due to an emergency and does not have an approved leave form must call the Principal at least one hour before the scheduled workday begins. If an employee fails to report to work without notification to the Principal, the school may the Safe-School Officer a "no show" which may result in disciplinary action.
4. In the event of termination of employment prior to the end of an employment contract, the Safe-School Officer shall be entitled solely to the prorated salary and benefits earned through the last day of employment.
5. The Safe-School Officer is required to participate in programs related to ongoing training, weapon inspection, and firearm qualification and complete all requirements to maintain a valid Guardian Certificate.
6. The Safe-School Officer may be required to attend school events as deemed necessary by the Principal to ensure the safety of school personnel, property, students, and visitors.
7. CAD allocates 8 days of paid sick leave per school year; 2 days accrued each quarter. After two consecutive days of absence due to illness, the Safe-School Officer must present a doctor's note upon return. Any days which exceed the 8 paid, sick leave days will be unpaid leave.
8. The Safe-School Officer agrees to conduct himself/herself at all times in a manner consistent with the highest standards of ethical character and professionalism, with children, parents, prospective parents, co-workers, school principal and the community.
9. In the event the Safe-School Officer finds it necessary to resign during the school year, the Safe-School Officer shall give written notice to the Principal as soon as possible but no less than 14 days before the effective date of resignation. The Safe-School Officer agrees to

Employee Initials: SC
Principal Initials: (YU)

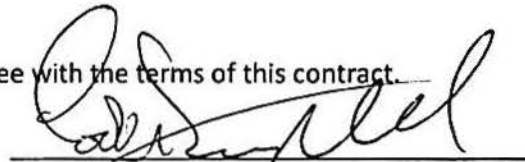
cooperate with CAD in a timely manner regarding administrative matters that must be completed before departure.

10. CONFIDENTIALITY: The Safe-School Officer agrees to treat all information gained from CAD meetings, administrative directives, or any other source as confidential.
11. CAD in its sole discretion may consider social media/networking (email, Facebook, telephone, gossip, etc.) which is not in the school's best interest a reason for non-continuance of contract.
12. CAD in its sole discretion may offer the Safe-School Officer Faculty a renewal contract for any subsequent school years. CAD retains the right to non-renew any contract.
13. CAD employs the Safe-School Officer as an Employee of CAD at an annual salary of \$37,000. ***However, the employment offer is contingent upon until successful completion of the Guardian Training Program. Moreover, the employee agrees to be paid at a rate of \$65.00 per work day until proof is provided of passage.**
14. CAD may offer benefit plans inclusive of health, dental, vision, and 401(k) investment program plan which may be modified at any time. The benefit plan is presented at the beginning of the school year during the enrollment period. Payments will continue on the 15th and the last day of the month to the end of the employment year July 31, 2019.
15. The Safe-School Officer asserts that he/she is legally qualified to work in the United States and holds a valid guardian certificate from the Broward Sheriff's Office.
16. If a Visa-Status Safe-School Officer, the Safe-School Officer agrees to abide by all terms and conditions of this contract.
17. The employee has read and understands the information within the Championship Academy of Distinction Faculty Handbook and agrees that violation of the policies therein is grounds for the stipulated disciplinary action including but not limited to paid time off eligibility, FMLA guidelines and termination of benefits should the employee resigns or be terminated.
18. The Safe-School Officer understands that romantic or personal relationship between an employee and a co-worker or between an employee and a student's parent should be avoided, and if such relationships develop, it must be reported to administration.
19. The Safe-School Officer understands that there is a ninety-day probationary period from the start date of the current school year.

I hereby acknowledge that I have read and agree with the terms of this contract.




Safe-School Officer Signature



Administrator Signature

Date: 07/24/2018

Employee Initials: SC
Principal Initials: 

sheriff.org

**BROWARD COUNTY
SHERIFF'S OFFICE**



Jennifer L. Sucher
MANAGER
Special Details Office
jennifer_sucher@sheriff.org

2601 West Broward Blvd., Fort Lauderdale, FL 33312
t: 954.321.4604 • f: 954.797.0926 • c: 954.635.7989

Laurie Williamson

From: Laurie Williamson
Sent: Friday, August 02, 2019 4:39 PM
To: Patricia Ravine
Cc: Todd DuPell; policedetail@davie-fl.gov
Subject: RE: guardian for charter school

Thank you so much for your quick response. I am going to copy police detail regarding the coverage Championship Academy of Davie, would like to obtain beginning August 14th as the school's armed security guard will be attending the guardian training program at BSO.

Again thank you for your assistance. Have a wonderful weekend.

LAURIE WILLIAMSON
OFFICE MANAGER/DIRECTOR OF AFTERCARE
CHAMPIONSHIP ACADEMY OF DISTINCTION

From: Patricia Ravine <Patricia_Ravine@davie-fl.gov>
Sent: Friday, August 2, 2019 2:24 PM
To: Laurie Williamson
Subject: RE: guardian for charter school

Good afternoon,

The guardian program is being developed by BSO and/or the Broward District Schools Police. The Davie Police Department has a contract with the Broward School Board for 13 SRO's, who are all assigned to the 12 Public Schools within the Town of Davie. Dina Miller, the principal at Somerset Academy, provided a business name their school management company used to acquire a Guardian. The security company name she provided is *Security Alliance*. I have no direct knowledge of/or association with *Security Alliance*, but it may be a good place to start for your request as Ms. Miller suggested. I am not sure how the Guardian program is being developed or implemented and apologize for the limited information I have to share. An alternative to a temporary guardian would be to request a Police Detail if you are seeking a Davie Police Officer specifically. The email for Davie PD Police detail coverage is policedetail@davie-fl.gov. Please keep in mind that police detail requests do not guarantee coverage as the program is a voluntary program officers have to sign up for off duty work. Please let me know if I can be of any further assistance.

Lieutenant Patricia Ravine
Youth Services / Crisis Response Team
Davie Police Department
1230 Nob Hill Rd
Davie, Florida 33325
954-693-8302
pravine@davie-fl.gov

From: Laurie Williamson [mailto:lwilliamson@championshipacademy.org]
Sent: Friday, August 02, 2019 12:57 PM
To: Patricia Ravine <Patricia_Ravine@davie-fl.gov>

I am sure you are overwhelmed with these requests with the new ruling from Broward County Schools. My guardian that was with us resigned.

Any assistance you can give with this would be appreciated. Thanking you in advance for your cooperation.

LAURIE WILLIAMSON
OFFICE MANAGER/DIRECTOR OF AFTERCARE
CHAMPIONSHIP ACADEMY OF DISTINCTION



**ARMED SAFE SCHOOL OFFICER/GUARDIAN TRAINING PROGRAM
AUTHORIZATION AND REGISTRATION FORM**

Last Name: Carbone First Name: Steven MI: 5
 Last 4 Digits of Social Security Number: 9245
 Telephone Number: 954 274 3406

Requirements

As required by F.S. 30.15 and the Public Safety Act, the following components have been successfully met for the above listed individual:

- Livescan at BSO PSB Date of Result _____
- Drug Test
- Psychological Evaluation
- License to Carry a Concealed Weapon – *Copy attached*

The signature below must be from an authorized agency administrator who attests to the eligibility of the individual, and requests enrollment in the Armed Safe School Officer/Guardian Training Program of the Broward Sheriff's Office.

Agency: Championship Academy of Distinction **DAVIE**
 Address: 3367 W. University Dr. Davie FL 33024
 Name of Administrator: Todd DuPell
 Signature of Administrator: Todd DuPell Date: 7/31/19
 Telephone Number: 954 362 3415 E-mail: Tdupell@championshipAcademy.org

Please return this completed form to the Broward Sheriff's Office, Training Division, 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 or via email to: efrain_torres@sheriff.org prior to the beginning of the training program.

**CONCEALED WEAPON OR FIREARM LICENSE
STATE OF FLORIDA**



LICENSE NUMBER
WYX120394A

CARBONE, STEVEN S

SECTION DATE
11/02/1957

08/20/1926



**NICOLE "NIKKI" FRIED
COMMISSIONER**

Charter School Guardian Program Training

Please find attached the Memorandum of Understanding (MOU) between the Broward Sheriff's Office and Broward County Charter Schools for the Coach Aaron Feis Guardian Program. The MOU spells out the training requirements and responsibilities necessary to meet all statutory requirements to be a School Guardian.

The first step in the process to meet the components required under the Public Safety Act (F.S. 30.15) are as follows:

- Level 2 Criminal background Check
- Drug Testing
- License to Carry a Concealed Weapon

Upon completion of the above, you are advised to schedule a pre-employment psychological evaluation for the training program. The Broward Sheriff's Office will assist with the scheduling and will need your Charter School representative to send an email to diana_viscarra@sheriff.org (post-conditional offer) with the candidate's information and completed Guardian Training Program Authorization and Registration Form. The cost for the evaluation is \$250 and will be billed to the school directly by the provider.

Once the results of the evaluations are ready, BSO will provide them to the Charter School representative for the school's determination to move forward with their hiring process.

Candidates will then be required to attend the training academy to fulfill the 144 training hours required to become a School Guardian. The next two projected academy dates are July 1 - 26 and September 9 - October 3, 2019. Each academy is limited to 30 students.

For questions regarding training, please contact Lieutenant Efrain Torres at 954-321-4716 or by email at efrain_torres@sheriff.org.

For questions about pre-employment psychological evaluations, please contact Diana Viscarra at 954-321-4428 or by email at diana_viscarra@sheriff.org.

For general questions, please feel free to contact Latosha Lewis at 954-831-8125 or latosha_lewis@sheriff.org.

AGREEMENT

between

THE Championship Academy Danie

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

COACH AARON FEIS GUARDIAN PROGRAM

This is an Agreement, made and entered into by and between:
Championship Academy Danie, hereinafter referred to as "CHARTER,"

and

THE SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "SHERIFF" (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, CHARTER is the operator of public charter schools in Broward County; and

WHEREAS, pursuant to Section 30.15, Florida Statutes, SHERIFF has chosen to establish a Coach Aaron Feis Guardian Program in Broward County; and

WHEREAS, CHARTER has made the decision to participate in the Coach Aaron Feis Guardian Program; and

WHEREAS, the parties have agreed that CHARTER will hire the guardians and SHERIFF will assist in the training of the guardians; and

WHEREAS, the parties are desirous of delineating their respective responsibilities in the operation of the program; and

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

MEMORANDUM OF UNDERSTANDING

between

THE *Championship Academy Davie*

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

COACH AARON FEIS GUARDIAN PROGRAM

ARTICLE 1
SCOPE OF SERVICES

- 1.1 CHARTER will be responsible for the following aspects of the Guardian Program hiring process:
- a. posting of job announcement;
 - b. processing of applications;
 - c. background checks consistent with applicable law;
 - d. drug screening; and
 - e. providing twelve (12) hours of diversity training.
 - f. provide a firearm, holster, body armor vest and uniforms.

- 1.2 SHERIFF shall assist in the coordination Psychological evaluations of applicants approved by CHARTER. The cost of the psychological evaluations shall be paid by CHARTER. CHARTER will be notified of the results as follows:

The applicant is deemed suitable at the completion of the psychological evaluation.

The applicant is found to be not suitable.

The applicant is found to be suitable with reservations.

CHARTER shall make the determination to move forward with the hiring process utilizing the test results.

CHARTER shall have the sole responsibility to hire the guardians. When CHARTER completes its hiring process, the approved candidates will be referred to SHERIFF's Human Resources Department to begin the training process.

- 1.3. SHERIFF shall provide the following:

a. Verification that the applicant possesses a valid concealed weapons permit pursuant to Section 790.06, Fla. Stat.

b. One Hundred Thirty Two (132) total hours of comprehensive firearm safety and proficiency training to include:

1. Eighty(80) hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least ten percent (10%) but no more than twenty percent (20%) more rounds fired than associated with academy training. Program participants must achieve an eighty-five percent (85%) pass rate on the firearms training;

2. Sixteen (16) hours of instruction in precision pistol;

3. Eight (8) hours of discretionary shooting instruction using simulator

exercises;

4. Eight (8) hours of instruction in active shooter or assailant scenarios;
5. Eight (8) hours of instruction in defensive tactics; and
6. Twelve (12) hours of instruction in legal issues.

1.4 Upon request of CHARTER, and satisfactory completion of all statutory requirements to be a guardian, the Sheriff shall issue a school guardian certificate to those individuals who meet the requirements.

1.5 SHERIFF will provide any required annual ongoing training, weapon inspection, and firearm qualifications

ARTICLE 2 TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on date that it is fully executed by the Parties and shall continue through June 4, 2020, unless terminated earlier as provided herein. The Agreement may be renewed annually upon mutual agreement of the Parties.

ARTICLE 3 COMPENSATION

3.1 CHARTER shall pay SHERIFF the cost of the training in advance of the scheduled training class. The cost of the training is non-refundable. SHERIFF has applied for grant funds which may be used for screening and training related costs. If SHERIFF receives grant reimbursement for its expenses incurred in training the guardians, corresponding amounts received from CHARTER will be reimbursed to CHARTER. CHARTER will bear its own costs incurred in the hiring and employment of the guardians.

3.2 METHOD OF BILLING AND PAYMENT

3.2.1 SHERIFF may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one (1) copy are due within fifteen (15) calendar days of the end of the month.

3.2.2 CHARTER shall pay SHERIFF within thirty (30) calendar days of receipt of SHERIFF's proper invoice.

3.3 Payment shall be made to SHERIFF at:

Bureau of Finance & Budget
Broward County Sheriff's Office

P.O. Box 9507
Fort Lauderdale, FL 33310

ARTICLE 4
GOVERNMENTAL IMMUNITY AND INSURANCE

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. CHARTER agrees to indemnify and hold harmless SHERIFF for any and all actions or omission of its guardian employees.

CHARTER shall furnish SHERIFF with written verification of liability protection in accordance with state law upon request. SHERIFF is a political subdivision as defined by Section 768.28, Florida Statutes. SHERIFF shall furnish CHARTER with written verification of liability protection in accordance with state law upon request.

ARTICLE 5
EMPLOYMENT RESPONSIBILITY

All Guardians shall be and remain CHARTER employees or contractors, and such employees/contractors shall not be considered employees of the SHERIFF for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the SHERIFF shall not be called upon to assume any liability for payment of any salaries, wages, or other compensation, contributions to pension funds for active employees, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any CHARTER guardian whatsoever.

ARTICLE 6
TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved party identifying the breach. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or

hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. This Agreement may also be terminated for convenience by either party upon thirty (30) calendar days written notice.

- 6.2 In the event this Agreement is terminated, SHERIFF shall be paid for any services properly performed through the termination date specified in the written notice of termination.

ARTICLE 7 MISCELLANEOUS

7.1 PUBLIC RECORDS

SHERIFF is a public agency subject to Chapter 119, Florida Statutes. To the extent CHARTER is a contractor acting on behalf of the SHERIFF pursuant to Section 119.0701, Florida Statutes, CHARTER shall:

- 7.1.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by SHERIFF were SHERIFF performing the services under this Agreement;
- 7.1.2 Provide the public with access to such public records on the same terms and conditions that SHERIFF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 7.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 7.1.4 Meet all requirements for retaining public records and transfer to SHERIFF, at no cost, all public records in possession of CHARTER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to SHERIFF in a format that is compatible with the information technology systems of SHERIFF.

IF CHARTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-831-8745, ERIN_FOLEY@SHERIFF.ORG, PUBLIC RECORDS DIVISION, 2601 WEST BROWARD BLVD, FORT LAUDERDALE, FLORIDA 33312.

7.2 INDEPENDENT CONTRACTOR

SHERIFF is an independent contractor under this Agreement. In providing such services, neither SHERIFF nor its agents shall act as officers, employees, or agents of CHARTER. No partnership, joint venture, or other joint relationship is created hereby. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

7.3 THIRD PARTY BENEFICIARIES

Neither SHERIFF nor CHARTER intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.4 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CHARTER:

With copy to:

FOR SHERIFF:

Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

With copy to:

Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

7.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, SHERIFF shall not subcontract any portion of the work required by this Agreement.

SHERIFF represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

7.6 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CHARTER or SHERIFF elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

7.7 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial

Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SHERIFF AND CHARTER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CHARTER and SHERIFF or others delegated authority to or otherwise authorized to execute same on their behalf.

7.10 EQUAL OPPORTUNITY PROVISION. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

7.11 COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal and state and local laws in performing its duties, responsibilities and obligations pursuant to this Agreement.

7.12 CAPTIONS. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

7.13 WAIVER. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

7.14 AGREEMENT ADMINISTRATION. CHARTER has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

7.15 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7.16 AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:
_____ and SHERIFF OF BROWARD COUNTY, FLORIDA,
duly authorized to execute same.

FOR CHARTER:

[Signature]

By Melissa Bustamante

Date: 7/31/2019

ATTEST:

[Signature]

By



Approved as to form and legal content:

By _____
Office of the General Counsel

FOR SHERIFF:

SHERIFF OF BROWARD COUNTY

Colonel John Hale
Department of Professional Standards & Investigations

Date: _____

APPROVED AS TO FORM:

By: _____
Terrence O. Lynch, General Counsel

h:\ee\contracts\SBBC\Charter schools guardian program 6-10-19

Town of Davie PD

<input type="checkbox"/>	Job	Location	Employer	Status	First	Last	Per Status	Job Type	Start	End	Hours	PN
<input type="checkbox"/>	44738	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/14/2019 07:30	8/14/2019 15:30	8.000	1
<input type="checkbox"/>	44739	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/15/2019 07:30	8/15/2019 15:30	8.000	1
<input type="checkbox"/>	44740	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/16/2019 07:30	8/16/2019 15:30	8.000	1
<input type="checkbox"/>	44741	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/19/2019 07:30	8/19/2019 15:30	8.000	1
<input type="checkbox"/>	44742	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Filled	Nicholas	Rowe	Approved	Regular Rate (RD)	8/20/2019 07:30	8/20/2019 15:30	8.000	0
<input type="checkbox"/>	44743	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Filled	Luis	Suarez	Approved	Regular Rate (RD)	8/21/2019 07:30	8/21/2019 15:30	8.000	0
<input type="checkbox"/>	44744	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Filled	Staci	Chastain	Approved	Regular Rate (RD)	8/22/2019 07:30	8/22/2019 15:30	8.000	0
<input type="checkbox"/>	44745	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/23/2019 07:30	8/23/2019 15:30	8.000	1
<input type="checkbox"/>	44746	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/26/2019 07:30	8/26/2019 15:30	8.000	1
<input type="checkbox"/>	44747	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/27/2019 07:30	8/27/2019 15:30	8.000	1
<input type="checkbox"/>	44748	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Filled	Luis	Suarez	Approved	Regular Rate (RD)	8/28/2019 07:30	8/28/2019 15:30	8.000	0
<input type="checkbox"/>	44749	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open Unrestricted				Regular Rate (RD)	8/29/2019 07:30	8/29/2019 15:30	8.000	1
<input type="checkbox"/>	44750	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Filled	Staci	Chastain	Approved	Regular Rate (RD)	8/30/2019 07:30	8/30/2019 15:30	8.000	0
<input type="checkbox"/>	44752			Open							8.000	1

<input type="checkbox"/>	Job	Location	Employer	Status	First	Last	Per Status	Job Type	Start	End	Hours	PN
		Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security					Regular Rate (RD)	9/3/2019 07:30	9/3/2019 15:30		
<input type="checkbox"/>	44753	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open				Regular Rate (RD)	9/4/2019 07:30	9/4/2019 15:30	8.000	1
<input type="checkbox"/>	44754	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open				Regular Rate (RD)	9/5/2019 07:30	9/5/2019 15:30	8.000	1
<input type="checkbox"/>	44755	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open				Regular Rate (RD)	9/6/2019 07:30	9/6/2019 15:30	8.000	1
<input type="checkbox"/>	44756	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open				Regular Rate (RD)	9/9/2019 07:30	9/9/2019 15:30	8.000	1
<input type="checkbox"/>	44757	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open				Regular Rate (RD)	9/10/2019 07:30	9/10/2019 15:30	8.000	1
<input type="checkbox"/>	44758	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open				Regular Rate (RD)	9/11/2019 07:30	9/11/2019 15:30	8.000	1
<input type="checkbox"/>	44759	Championship Academy of Distinction - School Security	Championship Academy of Distinction - School Security	Open				Regular Rate (RD)	9/12/2019 07:30	9/12/2019 15:30	8.000	1

From: [Donte F. Collins](#)
To: lindacollins73@gmail.com; mbustamante@championshipacademy.org; csmsus@aol.com; [CS-5422 Champ Acad of Distinction - DAV](#)
Cc: [Supt Runcie](#); [Leslie M. Brown](#); [Brian Katz](#); [Lynn T. Moscoso](#); [Pauline E. White](#); [Anitra F. Hayes](#); [Rhonda L. Stephanik](#); [Brenda S. Rivera](#)
Subject: Action Required: Championship Academy of Distinction at Davie - 5422
Date: Wednesday, August 14, 2019 4:43:19 PM
Attachments: [Championship Academy of Distinction at Davie 522.pdf](#)

This email is being sent on behalf of Mrs. Leslie Brown, Chief Portfolio Services Officer.

Please note, this communication contains a time-sensitive request with a deadline of **Thursday, August 15, 2019**.

Sincerely,

Mrs. Donté Fulton-Collins, Director
Charter Schools Management/Support
The School Board of Broward County, Florida
600 SE 3rd Avenue, 12th Floor,
Ft. Lauderdale, FL 33301

P:754-321-2135

F: 754-321-2138

E: donte.collins@browardschools.com



Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-2100 • Fax: 754-321-2693

OFFICE OF PORTFOLIO SERVICES

Leslie M. Brown, Chief Portfolio Services Officer

leslie.brown@browardschools.com

Chris Akagbosu, Facility Planning & Real Estate
Shawn Cerra, Athletics & Student Activities
Deborah Gavilan, Before & After School Child Care
Shemette D. Grant, Innovative Programs
Donte' F. Collins, Charter Schools Management/Support
Jill L. Young (Task Assigned), Demographics & Student Assignment

www.browardschools.com

The School Board of
Broward County, Florida

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Donna P. Korn, Vice Chair

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Nora Rupert

Robert W. Runcie
Superintendent of Schools

August 14, 2019

Ms. Linda Collins, Governing Board President
Championship Academy of Distinction at Davie, Inc.
Championship Academy of Distinction at Davie – 5422
1600 NE 135th Street, Apt. 802
North Miami, Florida 33181

Dear Ms. Collins:

Section 1006.12, Florida Statutes, states:

For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools. A district school board must collaborate with charter school governing boards to facilitate charter school access to all safe-school officer options available under this section. The school district may implement any combination of the options in subsections (1)-(4) to best meet the needs of the school district and charter schools.

* * *

On August 14, 2019, District staff visited Championship Academy of Distinction at Davie (5422) and was informed that the school did not implement any of the above-mentioned options. At this time, your school has not satisfied its obligation of providing for the safety and security of its students.

Verification that the school will comply with and implement the mandatory requirement of having a safe-school officer on its campus daily for the remainder of the 2019-2020 school year is requested by close of business on **August 15, 2019**. Failure to comply may result in the immediate termination

Championship Academy of Distinction at Davie – 5422
August 14, 2019
Page Two

of the school's Charter School Agreement with the Sponsor due to conditions that cause an immediate and serious danger to the health, safety or welfare of its students.

Please govern yourself accordingly.

Sincerely,



Leslie M. Brown

LMB/DFC:ac

cc: Robert W. Runcie, Superintendent of Schools
Brian Katz, Chief Safety, Security & Emergency Preparedness Officer
Donté Fulton-Collins, Director, Charter Schools Management/Support Department
Todd DuPell, Principal, Championship Academy of Distinction at Davie – 5422

Brenda S. Rivera

From: CS-5422 Champ Acad of Distinction - DAV
Sent: Wednesday, August 14, 2019 6:45 PM
To: Donte F. Collins; lindacollins73@gmail.com; mbustamante@championshipacademy.org; csmsus@aol.com
Cc: Supt Runcie; Leslie M. Brown; Brian Katz; Lynn T. Moscoso; Pauline E. White; Anitra F. Hayes; Rhonda L. Stephanik; Brenda S. Rivera
Subject: Re: Action Required: Championship Academy of Distinction at Davie - 5422
Attachments: Davie PD Gaurdian Daily Detail Contract CAD5422.pdf; Champ Acad DAVIE 5422 BSO Guardian Train Agreement.pdf

Greetings,

The staff member that visited asked that I upload documentation of my contract with Davie Police Department to Charter Tools, which I have done (and have attached here). It was a "solution" shared at the principal's meeting by Mr. Katz. The safe school officer we've hired will be attending the September BSO Guardian class. In the meanwhile, we've signed a contract with Davie Police Department to send us a Detail officer (see attached).

Please advise what else the district can suggest to do to remain compliant . . . as I was following the information provided to all principals in the district facing similar circumstance with shortage of trained guardians.

Many thanks,

Todd DuPell

From: Donte F. Collins <donte.collins@browardschools.com>
Sent: Wednesday, August 14, 2019 4:43:15 PM
To: lindacollins73@gmail.com <lindacollins73@gmail.com>; mbustamante@championshipacademy.org <mbustamante@championshipacademy.org>; csmsus@aol.com <csmsus@aol.com>; CS-5422 Champ Acad of Distinction - DAV <charter5422@browardschools.com>
Cc: Supt Runcie <supt_runcie@browardschools.com>; Leslie M. Brown <leslie.brown@browardschools.com>; Brian Katz <Brian.Katz@browardschools.com>; Lynn T. Moscoso <lynnmoscoso@browardschools.com>; Pauline E. White <pwhite@browardschools.com>; Anitra F. Hayes <anitra.hayes@browardschools.com>; Rhonda L. Stephanik <rhonda.stephanik@browardschools.com>; Brenda S. Rivera <brenda.santiago@browardschools.com>
Subject: Action Required: Championship Academy of Distinction at Davie - 5422

This email is being sent on behalf of Mrs. Leslie Brown, Chief Portfolio Services Officer.

Please note, this communication contains a time-sensitive request with a deadline of **Thursday, August 15, 2019.**

Sincerely,

Mrs. Donté Fulton-Collins, Director
Charter Schools Management/Support

The School Board of Broward County, Florida
600 SE 3rd Avenue, 12th Floor,
Ft. Lauderdale, FL 33301

P:754-321-2135

F: 754-321-2138

E: donte.collins@browardschools.com



Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.



DAVIE POLICE DEPARTMENT

1230 S Nob Hill Rd Davie, FL 33324

(954) 693-8200 Main

(954) 693-8335 Fax



PRIVATE DUTY DETAIL APPLICATION

BILLING INFORMATION

Business Name: Championship Academy of Distinction Billing Contact: _____
 Billing Address: 3367 N. University Drive City/State/Zip: Davie FL 33024
 Phone Number: 954-362-3415 Fax Number: 954-640-9678
 Email Address: jperez@championshipacademy.org

DETAIL REQUEST INFORMATION

One Time Detail: Yes No Recurring Detail: Yes No
 Detail Address: SAME AS ABOVE Business Name: _____
 Contact Person: Todd DuPell, Principal Contact Number: 954-362-3415
 Email Address: _____
 Date(s) or Days: 8/14/19 - 9/28/19 Monday - Friday *BROWARD COUNTY SCHOOL DAYS ONLY
 Times: 7:30 - 3:30
 Type of Event: _____ Expected Attendance: _____
 Number of Officers: 1 Community Service Aide Approved (Traffic Only): Yes No
 Number of Community Service Aides: _____
 Town of Davie Special Event Permit/ Facility Rental Agreement: Yes (please attach) No
 Specific Requirements (Security Assignments, Traffic Posts, Responsibilities, Etc.): _____

DETAIL FEE SCHEDULE

Regular Rate	Special Event Rate	Emergency Rate	Holiday Rate
Officer/ CSA: \$42.00	Officer/ CSA: \$50.00	Officer/ CSA: \$57.00	Officer/CSA: \$83.00
Sergeant: \$48.00	Sergeant: \$56.00	Sergeant: \$63.00	Sergeant: \$89.00
Lieutenant: \$54.00	Lieutenant: \$62.00	Lieutenant: \$69.00	Lieutenant: \$95.00

Special Event Rate: Any event that takes place at the Davie Arena at the Bergeron Rodeo Grounds, under an approved Town of Davie Special Event Permit/Facility Rental Agreement, any establishment licensed to sell and/or serve alcohol, or as determined by the Chief of Police upon application review.

Emergency Rate: Any new detail request made within 72 hrs. of the start of the detail.

Holiday Rate: Any detail request made on the following recognized holidays: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Patriot Day, Veteran's Day, Thanksgiving Day, (Friday After) Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

For questions or to learn the status of a detail request, please call 954-693-8320 or via email at PoliceDetail@davie-fl.gov

TERMS AND CONDITIONS

General:

1. The Chief of Police reserves the right to decline a detail request for any reason. Every reasonable effort will be made to fill the detail request, but there is no guarantee it will be filled. Members of the Davie Police Department, who are authorized to work Private Duty Details, do so voluntarily during their off duty hours.
2. It is understood that, notwithstanding the fact that the applicant will reimburse the Davie Police Department for the services rendered, the assigned members remain employees of the Davie Police Department. The applicant is restricted to the general assignment of duties to be performed and has no authority over the officer/CSA.
3. The applicant understands and agrees that while working the detail, the officer/CSA may be required to report to duty at the direction of the on duty supervisor.
4. Community Service Aides are only authorized to work non-security, traffic related details.
5. The Chief of Police reserves the right to require a specific number of officers/CSA's and rate to be charged, based on the type of event, business type or activity, expected attendance, or any other circumstance. If the detail request is for a party or similar celebratory or special event (indoor/outdoor), please be aware that the Town of Davie Code of Ordinances may include certain restrictions such as special event permit requirements, hours of operation and noise regulations (Chapter 15 - Noise, shall be enforced).
6. Private Duty Detail requests made as a requirement under a Town of Davie Special Event Permit or facility rental agreement, may be required to pay an amount equal to the Emergency Rate if the request is not filled within 72 hrs. of the starting time.
7. When a Private Duty Detail requires at least five (5) officers, the fifth officer shall be a sergeant or above. If the detail requires ten (10) officers, the tenth officer shall also be a sergeant or above. If the detail requires more than ten (10) officers, the eleventh shall be a lieutenant or above.
8. In the event an officer takes lawful police action that falls within the scope of the detail requirements, the applicant shall be continuously billed until the completion of any action.

Billing:

9. All Private Duty Detail requests shall have a minimum of three (3) hours billed per officer/CSA.
10. An invoice will be sent after the completion of the detail or at the end of the month. In some cases, the applicant may be required to pay in advance at the discretion of the Chief of Police. Payment is due upon receipt or a 15% late fee will be added if not received within 30 days of the invoice date, and shall be made payable to the "Town of Davie".
11. If additional officers/CSA's are requested after the initial detail request is approved and the additional request is made within 3 days of the scheduled detail, all members scheduled to work will be compensated at the Emergency Rate as defined in this agreement.
12. If any part of the detail falls on a holiday listed above, all hours worked will be billed at the Holiday Rate.
13. Detail request cancellations must be made in writing, and must be received during normal business hours. Cancellations made with less than twenty-four (24) hours notice or upon the arrival of detail Officer will result in a minimum charge of three (3) hours billed per officer/CSA.

Termination:

14. In its sole discretion, the Davie Police Department may provide written notice as to the cancellation of a private duty detail request for any reason, including but not limited to late payment or non-payment of services provided. Recurring detail requests shall automatically renew on a month-to-month basis unless written notice of cancellation is received.

Indemnification:

15. Applicant agrees to indemnify and hold harmless the Town of Davie, Davie Police Department, its employees, or agents against any and all liability, costs, expenses, attorney's fees, or damages arising from any claim, demand, cause of action, or lawsuit resulting or arising from, either directly or indirectly, services provided under this agreement.

Attorney's Fees:

16. In the event the Town of Davie has to take legal action to enforce this agreement, applicant agrees to pay the Town of Davie its costs and attorney's fees, including the costs of any appeal.

Amendments:

17. All parties agree that the Davie Police Department may amend the terms and conditions of this agreement with written notice of the changed terms.

I have read, understand, and agree to the above terms and conditions. I am authorized to sign on behalf of the business or corporation (if applicable).

Applicant Signature: _____



Date: _____

8-8-19

For Police Department Use Only:

Additional Comments: _____

Private Duty Detail Request Approved: Yes No



DAVIE POLICE DEPARTMENT

1230 S Nob Hill Rd Davie, FL 33324
(954) 693-8200 Main
(954) 693-8335 Fax



PRIVATE DUTY DETAIL PROGRAM

Dear Applicant,

Thank you for requesting information regarding the Davie Police Department Private Duty Detail Program. The following application is to be completed in order for a request to be processed and approved. Please complete the application in its entirety, and sign and date the last page acknowledging the Terms and Conditions set forth. The completed application may then be returned to the Detail Coordinator by mail, by fax, or via email at PoliceDetail@davie-fl.gov. For information requested after normal business hours, please contact the main department number at 954-693-8200.

If you have any questions regarding the scheduling, billing, or other administrative questions please contact the Detail Coordinator:

Adrienne Fletcher

PoliceDetail@davie-fl.gov

(954) 693-8320 Office

All other questions or concerns regarding the Private Duty Detail program may be directed to the Detail Administrator:

Lieutenant Jeremy Stone

PoliceDetail@davie-fl.gov

(954) 693-8354 Office

Sergeant Mark Leone

PoliceDetail@davie-fl.gov

(954) 693-8387 Office

Thank you,

Lt. Jeremy Stone



ARMED SAFE SCHOOL OFFICER/GUARDIAN TRAINING PROGRAM
AUTHORIZATION AND REGISTRATION FORM

Last Name: Carbone First Name: Steven MI: S
Last 4 Digits of Social Security Number: 9245
Telephone Number: 954 274 3406

Requirements

As required by F.S. 30.15 and the Public Safety Act, the following components have been successfully met for the above listed individual:

- Livescan at BSO PSB Date of Result _____
- Drug Test
- Psychological Evaluation
- License to Carry a Concealed Weapon – Copy attached

The signature below must be from an authorized agency administrator who attests to the eligibility of the individual, and requests enrollment in the Armed Safe School Officer/Guardian Training Program of the Broward Sheriff's Office.

Agency: Championship Academy of Distinction DAVIE
Address: 3367 W. University Dr. Davie FL 33024
Name of Administrator: Todd Duffell
Signature of Administrator: [Signature] Date: 7/31/19
Telephone Number: 954 362 3415 E-mail: t.duffell@championshipacademy.org

Please return this completed form to the Broward Sheriff's Office, Training Division, 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 or via email to: efrain_torres@sheriff.org prior to the beginning of the training program.

CONCEALED WEAPON OR FIREARM LICENSE
STATE OF FLORIDA

WYX12039AA

CARBONE, STEVEN B

11/22/057

M. W



NICOLE "NIKKI" FRIED
COMMISSIONER

Charter School Guardian Program Training

Please find attached the Memorandum of Understanding (MOU) between the Broward Sheriff's Office and Broward County Charter Schools for the Coach Aaron Feis Guardian Program. The MOU spells out the training requirements and responsibilities necessary to meet all statutory requirements to be a School Guardian.

The first step in the process to meet the components required under the Public Safety Act (F.S. 30.15) are as follows:

- Level 2 Criminal background Check
- Drug Testing
- License to Carry a Concealed Weapon

Upon completion of the above, you are advised to schedule a pre-employment psychological evaluation for the training program. The Broward Sheriff's Office will assist with the scheduling and will need your Charter School representative to send an email to diana_viscarra@sheriff.org (post-conditional offer) with the candidate's information and completed Guardian Training Program Authorization and Registration Form. The cost for the evaluation is \$250 and will be billed to the school directly by the provider.

Once the results of the evaluations are ready, BSO will provide them to the Charter School representative for the school's determination to move forward with their hiring process.

Candidates will then be required to attend the training academy to fulfill the 144 training hours required to become a School Guardian. The next two projected academy dates are July 1 - 26 and September 9 - October 3, 2019. Each academy is limited to 30 students.

For questions regarding training, please contact Lieutenant Efrain Torres at 954-321-4716 or by email at efrain_torres@sheriff.org.

For questions about pre-employment psychological evaluations, please contact Diana Viscarra at 954-321-4428 or by email at diana_viscarra@sheriff.org.

For general questions, please feel free to contact Latosha Lewis at 954-831-8125 or latosha_lewis@sheriff.org.

AGREEMENT

between

THE *Championship Academy Danie*

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

COACH AARON FEIS GUARDIAN PROGRAM

This is an Agreement, made and entered into by and between:
Championship Academy Danie, hereinafter referred to as "CHARTER,"

and

THE SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "SHERIFF" (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, CHARTER is the operator of public charter schools in Broward County; and

WHEREAS, pursuant to Section 30.15, Florida Statutes, SHERIFF has chosen to establish a Coach Aaron Feis Guardian Program in Broward County; and

WHEREAS, CHARTER has made the decision to participate in the Coach Aaron Feis Guardian Program; and

WHEREAS, the parties have agreed that CHARTER will hire the guardians and SHERIFF will assist in the training of the guardians; and

WHEREAS, the parties are desirous of delineating their respective responsibilities in the operation of the program; and

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

MEMORANDUM OF UNDERSTANDING

between

THE Championship Academy *David*

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

COACH AARON FEIS GUARDIAN PROGRAM

ARTICLE 1
SCOPE OF SERVICES

1.1 CHARTER will be responsible for the following aspects of the Guardian Program hiring process:

- a. posting of job announcement;
- b. processing of applications;
- c. background checks consistent with applicable law;
- d. drug screening; and
- e. providing twelve (12) hours of diversity training.
- f. provide a firearm, holster, body armor vest and uniforms.

1.2 SHERIFF shall assist in the coordination Psychological evaluations of applicants approved by CHARTER. The cost of the psychological evaluations shall be paid by CHARTER. CHARTER will be notified of the results as follows:

The applicant is deemed suitable at the completion of the psychological evaluation.

The applicant is found to be not suitable.

The applicant is found to be suitable with reservations.

CHARTER shall make the determination to move forward with the hiring process utilizing the test results.

CHARTER shall have the sole responsibility to hire the guardians. When CHARTER completes its hiring process, the approved candidates will be referred to SHERIFF's Human Resources Department to begin the training process.

1.3. SHERIFF shall provide the following:

a. Verification that the applicant possesses a valid concealed weapons permit pursuant to Section 790.06, Fla. Stat.

b. One Hundred Thirty Two (132) total hours of comprehensive firearm safety and proficiency training to include:

1. Eighty(80) hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least ten percent (10%) but no more than twenty percent (20%) more rounds fired than associated with academy training. Program participants must achieve an eighty-five percent (85%) pass rate on the firearms training;

2. Sixteen (16) hours of instruction in precision pistol;

3. Eight (8) hours of discretionary shooting instruction using simulator

exercises;

4. Eight (8) hours of instruction in active shooter or assailant scenarios;
5. Eight (8) hours of instruction in defensive tactics; and
6. Twelve (12) hours of instruction in legal issues.

1.4 Upon request of CHARTER, and satisfactory completion of all statutory requirements to be a guardian, the Sheriff shall issue a school guardian certificate to those individuals who meet the requirements.

1.5 SHERIFF will provide any required annual ongoing training, weapon inspection, and firearm qualifications

ARTICLE 2 TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on date that it is fully executed by the Parties and shall continue through June 4, 2020, unless terminated earlier as provided herein. The Agreement may be renewed annually upon mutual agreement of the Parties.

ARTICLE 3 COMPENSATION

3.1 CHARTER shall pay SHERIFF the cost of the training in advance of the scheduled training class. The cost of the training is non-refundable. SHERIFF has applied for grant funds which may be used for screening and training related costs. If SHERIFF receives grant reimbursement for its expenses incurred in training the guardians, corresponding amounts received from CHARTER will be reimbursed to CHARTER. CHARTER will bear its own costs incurred in the hiring and employment of the guardians.

3.2 METHOD OF BILLING AND PAYMENT

3.2.1 SHERIFF may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one (1) copy are due within fifteen (15) calendar days of the end of the month.

3.2.2 CHARTER shall pay SHERIFF within thirty (30) calendar days of receipt of SHERIFF's proper invoice.

3.3 Payment shall be made to SHERIFF at:

Bureau of Finance & Budget
Broward County Sheriff's Office

P.O. Box 9507
Fort Lauderdale, FL 33310

ARTICLE 4
GOVERNMENTAL IMMUNITY AND INSURANCE

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. CHARTER agrees to indemnify and hold harmless SHERIFF for any and all actions or omission of its guardian employees.

CHARTER shall furnish SHERIFF with written verification of liability protection in accordance with state law upon request. SHERIFF is a political subdivision as defined by Section 768.28, Florida Statutes. SHERIFF shall furnish CHARTER with written verification of liability protection in accordance with state law upon request.

ARTICLE 5
EMPLOYMENT RESPONSIBILITY

All Guardians shall be and remain CHARTER employees or contractors, and such employees/contractors shall not be considered employees of the SHERIFF for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the SHERIFF shall not be called upon to assume any liability for payment of any salaries, wages, or other compensation, contributions to pension funds for active employees, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any CHARTER guardian whatsoever.

ARTICLE 6
TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved party identifying the breach. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or

hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. This Agreement may also be terminated for convenience by either party upon thirty (30) calendar days written notice.

- 6.2 In the event this Agreement is terminated, SHERIFF shall be paid for any services properly performed through the termination date specified in the written notice of termination.

ARTICLE 7
MISCELLANEOUS

7.1 PUBLIC RECORDS

SHERIFF is a public agency subject to Chapter 119, Florida Statutes. To the extent CHARTER is a contractor acting on behalf of the SHERIFF pursuant to Section 119.0701, Florida Statutes, CHARTER shall:

- 7.1.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by SHERIFF were SHERIFF performing the services under this Agreement;
- 7.1.2 Provide the public with access to such public records on the same terms and conditions that SHERIFF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 7.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 7.1.4 Meet all requirements for retaining public records and transfer to SHERIFF, at no cost, all public records in possession of CHARTER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to SHERIFF in a format that is compatible with the information technology systems of SHERIFF.

IF CHARTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-831-8745, ERIN_FOLEY@SHERIFF.ORG, PUBLIC RECORDS DIVISION, 2601 WEST BROWARD BLVD, FORT LAUDERDALE, FLORIDA 33312.

7.2 INDEPENDENT CONTRACTOR

SHERIFF is an independent contractor under this Agreement. In providing such services, neither SHERIFF nor its agents shall act as officers, employees, or agents of CHARTER. No partnership, joint venture, or other joint relationship is created hereby. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

7.3 THIRD PARTY BENEFICIARIES

Neither SHERIFF nor CHARTER intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.4 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CHARTER:

With copy to:

FOR SHERIFF:

Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

With copy to:

Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

7.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, SHERIFF shall not subcontract any portion of the work required by this Agreement.

SHERIFF represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

7.6 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CHARTER or SHERIFF elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

7.7 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial

Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SHERIFF AND CHARTER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CHARTER and SHERIFF or others delegated authority to or otherwise authorized to execute same on their behalf.

7.10 EQUAL OPPORTUNITY PROVISION. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

7.11 COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal and state and local laws in performing its duties, responsibilities and obligations pursuant to this Agreement.

7.12 CAPTIONS. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

7.13 WAIVER. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

7.14 AGREEMENT ADMINISTRATION. CHARTER has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

7.15 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7.16 AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:
_____ and SHERIFF OF BROWARD COUNTY, FLORIDA,
duly authorized to execute same.

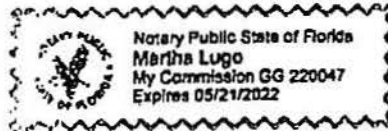
FOR CHARTER:

By Melissa Bustamante

Date: 7/31/2019

ATTEST:


By _____



Approved as to form and legal content:

By _____
Office of the General Counsel

FOR SHERIFF:

SHERIFF OF BROWARD COUNTY

Colonel John Hale
Department of Professional Standards & Investigations

Date: _____

APPROVED AS TO FORM:

By: _____
Terrence O. Lynch, General Counsel

h:\eelcontracts\SBBC\Charter schools guardian program 6-10-19

From: [Brian Katz](#)
To: [CS-5422 Champ Acad of Distinction - DAV](#); [Donte F. Collins](#); [lindacollins73@gmail.com](#); [mbustamante@championshipacademy.org](#); [csmsus@aol.com](#)
Cc: [Supt Runcie](#); [Leslie M. Brown](#); [Lynn T. Moscoso](#); [Pauline E. White](#); [Anitra F. Hayes](#); [Rhonda L. Stephanik](#); [Brenda S. Rivera](#)
Subject: RE: Action Required: Championship Academy of Distinction at Davie - 5422
Date: Wednesday, August 14, 2019 10:31:11 PM

Mr. DuPell,

As discussed at the referenced principals meeting the options available to all public schools including charters to be in compliance related to the Safe Schools Officer provision are below:

1. Establish a school resource officer program through a cooperative agreement with a Law Enforcement Agency;
2. Employ a school safety officer commissioned by the school district;
3. Participate in the Coach Aaron Feis Guardian Program;
4. Contract with a security agency to employ an individual, who meets the statutory criteria, as a school security guard (NEW option this year).

Today your school was without coverage of a Safe Schools Officer.

Based on the expectation you were going to have Davie PD present each day you were considered compliant until that was not the case. The reason the team visited your site today was because of the concern that the "detail officer" solution might not result in an officer present every school day. Using detail officers to cover your school "when available" is not a compliant solution as you found today when our staff visited your school and there was no City of Davie Police Officer present. This is not a Davie Police Department performance issue, it is the nature of "when available" detail officer contracts and why those do not satisfy the requirement.

As indicated in the charter tools application, the Commissioner Corcoran deadline was 8/1/19 to provide details of compliance and on that date there was no supporting documentation provided for your school.

As mentioned at the Principals meeting, until your candidate successfully completes the BSO Guardian training and reports to your school you must cover your school every school day using one of the options above.

If anything stated needs correction or you have any further questions please let me know.

Brian Katz
Chief, Safety, Security & Emergency Preparedness Officer
Broward County Public Schools

From: CS-5422 Champ Acad of Distinction - DAV <charter5422@browardschools.com>
Sent: Wednesday, August 14, 2019 6:45 PM
To: Donte F. Collins <donte.collins@browardschools.com>; lindacollins73@gmail.com;

mbustamante@championshipacademy.org; csmsus@aol.com

Cc: Supt Runcie <supt_runcie@browardschools.com>; Leslie M. Brown <leslie.brown@browardschools.com>; Brian Katz <Brian.Katz@browardschools.com>; Lynn T. Moscoso <lynnmoscoso@browardschools.com>; Pauline E. White <pwhite@browardschools.com>; Anitra F. Hayes <anitra.hayes@browardschools.com>; Rhonda L. Stephanik <rhonda.stephanik@browardschools.com>; Brenda S. Rivera <brenda.santiago@browardschools.com>

Subject: Re: Action Required: Championship Academy of Distinction at Davie - 5422

Greetings,

The staff member that visited asked that I upload documentation of my contract with Davie Police Department to Charter Tools, which I have done (and have attached here). It was a "solution" shared at the principal's meeting by Mr. Katz. The safe school officer we've hired will be attending the September BSO Guardian class. In the meanwhile, we've signed a contract with Davie Police Department to send us a Detail officer (see attached).

Please advise what else the district can suggest to do to remain compliant . . . as I was following the information provided to all principals in the district facing similar circumstance with shortage of trained guardians.

Many thanks,

Todd DuPell

From: Donte F. Collins <donte.collins@browardschools.com>

Sent: Wednesday, August 14, 2019 4:43:15 PM

To: lindacollins73@gmail.com <lindacollins73@gmail.com>; mbustamante@championshipacademy.org <mbustamante@championshipacademy.org>; csmsus@aol.com <csmsus@aol.com>; CS-5422 Champ Acad of Distinction - DAV <charter5422@browardschools.com>

Cc: Supt Runcie <supt_runcie@browardschools.com>; Leslie M. Brown <leslie.brown@browardschools.com>; Brian Katz <Brian.Katz@browardschools.com>; Lynn T. Moscoso <lynnmoscoso@browardschools.com>; Pauline E. White <pwhite@browardschools.com>; Anitra F. Hayes <anitra.hayes@browardschools.com>; Rhonda L. Stephanik <rhonda.stephanik@browardschools.com>; Brenda S. Rivera <brenda.santiago@browardschools.com>

Subject: Action Required: Championship Academy of Distinction at Davie - 5422

This email is being sent on behalf of Mrs. Leslie Brown, Chief Portfolio Services Officer.

Please note, this communication contains a time-sensitive request with a deadline of **Thursday, August 15, 2019**.

Sincerely,

Mrs. Donté Fulton-Collins, Director

Charter Schools Management/Support
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