



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-2.

MEETING DATE

2020-06-23 10:05 - Regular School Board Meeting

AGENDA ITEM

ITEMS

CATEGORY

L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Charter Schools/Management Support

Special Order Request

☐ Yes☒ No

Time

Open Agenda

☐ Yes☒ No

TITLE:

Charter School Renewal Agreement - Eagles' Nest Community Charter Schools, Inc. - 5356

REQUESTED ACTION:

Approve the Charter School Renewal Agreement for Eagles' Nest Community Charter Schools, Inc., on behalf of Eagles' Nest Middle Charter School - 5356.

SUMMARY EXPLANATION AND BACKGROUND:

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

A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center. A copy of all supporting documents is available online via the Broward County Public School 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) Eagles Nest Middle 5356 ES (3) Eagles Nest Middle Renewal Agreement (4) Eagles Nest Middle Program Review

BOARD ACTION:**APPROVED**

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Donté Fulton-Collins

Phone: 754-321-2135

Name:

Phone:

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

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

6/10/2020, 8:03:19 AM

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ LMB/DFC/RS:ac

Approved In Open
Board Meeting On:

JUN 23 2020

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 Board 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 charter renewal process from Eagles' Nest Community Charter Schools, Inc., on behalf of Eagles' Nest Middle Charter School – 5356.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Eagles' Nest Community Charter Schools, Inc., on behalf of Eagles' Nest Middle Charter School – 5356, for a five-year period. An Executive Summary is attached which specifies the grounds for the five-year renewal.

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

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

Executive Summary

Renewal of Charter School Agreement Eagles' Nest Community Charter Schools, Inc. Eagles' Nest Middle Charter School - 5356

School Name	Eagles' Nest Middle Charter School
Implementation Year	2005 - 2006
Termination Date of Current Charter Agreement	June 30, 2020
Address	201 N. University Drive Coral Springs, Florida 33065
Grades Approved to Serve	6 - 8
Grades Currently Serving	6 - 8
Current Enrollment	53
Contract Capacity	800
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018-2019	C
School Grade 2017-2018	C
School Grade 2016-2017	N/A

On June 21, 2005, The School Board of Broward County, Florida, approved a Charter School Agreement enabling Eagles' Nest Community Charter Schools, Inc., to open a charter school named Eagles' Nest Middle Charter School - 5356. This contract was effective for ten years and concluded on June 30, 2015.

On May 19, 2015, The School Board of Broward County, Florida, approved a Charter School Renewal Agreement enabling Eagles' Nest Community Charter Schools, Inc., on behalf of Eagles' Nest Middle Charter School - 5356, to renew its contract for a five-year period to conclude on June 30, 2020.

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

Section 1002.33(7)(c)1, Florida Statutes, states that, "a charter school 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 non-renewal established by paragraph (8)(a) has been documented."

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

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

As part of its renewal process for charter schools, The Superintendent's Charter School Review Committee conducted a review of the school's data and the renewal program review submitted by Eagles' Nest Community Charter Schools, Inc., (Eagles' Nest Middle Charter School – 5356), as required by Section 1002.33, Florida Statutes. Upon reviewing the renewal program review, the Superintendent's Charter Renewal Committee concluded that there was a deficiency in the area of Operation Performance. The deficiency was not sufficient to deny any renewal of the contract, and as such the committee recommends a five-year renewal of the Charter School Agreement.

DEFICIENCY FOUND IN THE RENEWAL PROGRAM REVIEW PROCESS

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

OPERATIONAL PERFORMANCE:

The Superintendent's Charter Review Committee reviewed the Operational Performance of the charter school as presented in the renewal program review. Staff has determined Eagles' Nest Community Charter Schools, Inc., (Eagles' Nest Middle Charter School – 5356), has demonstrated the following deficiency:

Deficiency:

The School failed to report its fixed assets separate from co-located School.

Remedial Measure:

The School will report the School's fixed assets for MSID location 5356 only. No fixed assets shall be combined with any other charter school even in cases of co-location.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Eagles' Nest Community Charter Schools, Inc., (Eagles' Nest Middle Charter School – 5356), for a five-year period starting on July 1, 2020 and ending on June 30, 2025. This five-year renewal term will afford the charter school an opportunity to continue its operations while demonstrating its ability to remediate deficiencies as required by Section 1002.33, Florida Statutes.

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

Eagles' Nest Middle Charter School - 5356, is located at 201 N. University Drive, Coral Springs, Florida 33071, which is located in District 4.

The governing board members of Eagles' Nest Community Charter Schools, Inc., reside in Broward County, Florida.

CHARTER SCHOOL RENEWAL AGREEMENT

THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the 23rd day of June, 20 20 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

EAGLES' NEST COMMUNITY CHARTER SCHOOLS, INC.,
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
3698 NW 15th Street, Lauderdale, Florida 33311.

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 middle, 6-8 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 Renewal 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, 2020 and ending on June 30, 2025.

Section 2.B.1: **Effective Date**: This Charter shall become effective on July 1, 2020 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 1 prior to the start of the school year following the conclusion of the planning year.

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

done pursuant to Section 1002.331, Florida Statutes, as set forth below in Section 2.B.4.a. Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

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

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

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

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

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

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

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

(c) a material 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) failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 3.A and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(13) a criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or by the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

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

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

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

(17) the School's failure to correct the deficiencies noted in the corrective action plan within one (1) year after being notified of the deficiencies or exhibits one or more financial emergency conditions specified in Section 218.503, Florida Statutes for two (2) consecutive years.

(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 at least 70% of the projected enrollment set forth in the application or as mutually agreed upon by the parties or failure to provide a viable budget based upon current enrollment if the 70% projected enrollment is not met;

(22) any other good cause shown, which may 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 or quarterly financial reports, as required;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) the School's willful or reckless failure to manage public funds in accordance with the law;

(u) 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

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

Section 2.D.1.b: Notice of Renewal/Non-Renewal from the Sponsor; Appeal: Except when exercising its authority for the immediate termination of a charter school, the Sponsor shall provide written notification to the governing body of the School of the proposed renewal or non-renewal of its Charter at least ninety (90) calendar days in advance of the proposed action. In the event of a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings. The hearing shall be conducted within 90 days after receipt of the request for a hearing and in accordance with chapter 120.

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

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

Section 2.D.2.a: Notice from the Sponsor; Appeal: Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90)

calendar days in advance of the proposed action. The notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for an informal hearing before the Sponsor. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes.

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

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

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

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

Section 2.D.3.a.3: **Immediate Termination – Correspondence During Appeal:** During the pendency of any appeal, the Sponsor shall forward to the chair of

School's governing board copies of any correspondence or other written communications related to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal:** Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) calendar day-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 is immediately terminated pursuant to Section 1002.33(8)(c), Florida Statutes, and is unsuccessful in any subsequent administrative or appellate proceedings upon the termination, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

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

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

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

Section 2.D.4: **Post Termination Provisions:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the disposition of financial and operational records, student records, property and assets, debts and leases shall be in accordance with the provisions of this Charter and applicable law.

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

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

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

Section 2.D.4.d: **Debts of the School:** Pursuant to Section 1002.33(8)(e), Florida Statutes, the School shall be responsible for all debts of the charter school in the event the School is terminated or not renewed by the Sponsor. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3: ACADEMIC ACCOUNTABILITY

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

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

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

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

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

system, as agreed, and on statewide assessment programs. All initial year assessments shall be conducted at the times specified in the School's Approved Application (**Appendix 1**) unless another time is required by the state.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.C.1: **Quarterly Reports:** The School agrees to provide quarterly reports on school operations and student performances.

Section 3.D: **Accreditation:** The School, if a high school or a school providing high school courses, must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School. In the event the school is not accredited, the school shall inform the stakeholders of its status.

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

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

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

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

6A-1.099827, Florida Administrative Code. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any SIP.

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

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

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

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

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

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

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

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

Section 3.H: **Annual Accountability Report:** The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33, Florida Statutes. The Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the Sponsor. This Annual Accountability Report shall be prepared pursuant to statutory requirements which shall include, but not be limited to, comparative student performance data and information required by Section 1008.345, Florida

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

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

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

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

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

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

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

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

ARTICLE 4: STUDENTS

Section 4.A: Eligible Students: The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor of 800 students through its approval of this Agreement. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) calendar days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

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

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

Section 4.C: Class Size: To the extent that such provisions and laws are legally applicable to charter schools, the School shall comply with the requirements pertaining to what is commonly referred to as the "Class Size Amendment," which is presently codified at Section 1, Article IX of the Florida Constitution and at Section 1003.03, Florida Statutes, together with other related and applicable statutes and administrative regulations issued by the FLDOE, as amended from time to time. The School's material noncompliance with Section 1, Article IX of the Florida Constitution or Section 1003.03, Florida Statutes, shall constitute good cause for the School's termination or non-renewal by the Sponsor. The School will retain its right to remedy noncompliance through applicable procedures with the Florida Department of Education or any judicially created plan.

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 31 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. Pursuant to Section 1002.33(2)(a), Florida Statutes, modification of the contract capacity of a charter school that has been identified as high-performing by the FLDOE, 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. The School's governing board shall work in conjunction with the Sponsor to determine the maximum enrollment capacity annually throughout the duration of this Charter in accordance with the factors set forth in Section 1002.33(10), Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

Section 4.G.5: Inactive Student Records: All inactive student records shall be maintained and archived by the school in accordance with Rule 6A-1.055, Florida Administrative Code. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

Section 4.G.6: Annual Report of Student Records: Not Applicable.

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

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

Section 4.H.1: Non-Discriminatory Policy: The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School shall guarantee that its admissions policies shall be nonsectarian. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon accepting 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 at the actual cost of services for those services not covered by the administrative fee collected by the Sponsor pursuant to Section 1002.33(20)(a)1, Florida Statutes, which includes ESE administrative 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 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 boundary 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 timelines 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 the School shall be liable for all attorney's fees and costs incurred by the Sponsor in its defense of any claims. The School shall not be obligated to Sponsor under this subsection for any damages, attorney's fees and costs awarded in favor of a student with disabilities due to Sponsor's violation of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 or for any costs and attorney's fees incurred by Sponsor in defending a claim that resulted in such an award. All expenses, cost and attorney's fees owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) calendar days of the submission of a written invoice to School by the Sponsor.

Section 4.H.5: **English Language Learners:** Students enrolled at the School who are identified as limited English proficient, will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL in the prescribed time frame per the State Department of Education rules and regulations provided by the school district in compliance with the *LULAC, et al. v. State Board of Education* Consent Decree. The School will meet all the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's current ELL plan, as approved by the

State Board of Education, including the utilization of all forms and documents in both the Sponsor's current ELL plan, which may be amended from time to time, as well as any district department handbooks, manuals and guidelines used for the process of identifying and classifying ELL students and for the provision of implementation of ESOL services to meet the needs of English Language Learners (ELLs).

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

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

Section 4.J: **Extracurricular Student Activities:** Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirements for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the Florida High School Athletic Association (FHSA), unless such activity is provided at the School, so long as the School student meets the requirements of Section 1006.15, Florida Statutes. All such students will be assigned to a district school for extracurricular activities through the Sponsor's student assignment office. The Sponsor agrees to

support the School in its efforts to recognize student accomplishments. Such support shall include, but not be limited to, district competitions, district recognition programs and district scholarship programs. If there are any costs not paid for or reimbursed by the State, then the School shall pay its pro rata share of the costs of such recognition programs.

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

ARTICLE 5: FINANCIAL ACCOUNTABILITY

Section 5.A: **Revenue - Basis for Student Funding:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage funds, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School, less the statutory five percent (5%) administrative fee, except in the case where the School is a high performing charter school, when the fee charged is two percent (2%). 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 in April 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.1.a: **Retention of Attendance Records:** The School will retain the records documenting students' attendance, absences, and tardiness as required by applicable laws. These documents may include, but not limited to, teachers' daily attendance records, the absentee record, documentation of any changes to the absentee record, absentee slips, and any electronic absentee records. These records should be retained for three (3) fiscal years or until all applicable FTE audits have been released.

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) business days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) business days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) business day period until such time as the payment is made.

Section 5.A.2.a: **Disbursement at Start of New Charter School**
Pursuant to Section 1002.33(17), Florida Statutes: "For the first 2 years of a charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the district school board shall distribute funds to the school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year." In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor. The Sponsor will determine the School's actual state fundable FTE using FLDOE FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis.

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

Section 5.A.4: **Millage Levy:** In accordance with the provisions of section 1002.33(9)(I), 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. The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law.

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

Section 5.A.5.1: **Payment Withholding:** Distributions of FTE funds may be withheld without penalty of interest, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) calendar days overdue:

- i. the School's monthly or quarterly financial statements, or
- ii. the School's annual financial audit.

The Sponsor shall release, in full, any funds withheld under this provision within 10 (ten) calendar days of receipt of the documents whose absence resulted in the withholding of funds.

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

Section 5.A.7: **Federal Funding:** In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible

student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g., approved free-and-reduced price meal applications) from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

Section 5.A.7.a: **Title I:** Pursuant to provisions of 20 U.S.C. 8061 Section 10306, the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title I funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement the reading/language arts and mathematics services for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing Survey 3 conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) the Title I funds budget must be spent in support of parental involvement activities. The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

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

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

students of the School, dollars and/or services distributed via grant funds will be provided to charter schools in the same manner as traditional public schools.

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

Section 5.A.10: **Charter School Capital Outlay Funds:** Section 1013.62, Florida Statutes, provides procedures and guidance for the distribution of capital outlay funds appropriated to Florida's public charter schools. Capital Outlay plans must be submitted to the Florida Department of Education (FLDOE) in the format and manner prescribed by the Department. The Sponsor will review and verify the information reported (uploaded) to the FLDOE. The Department determines approval of the School's Capital Outlay Plan. A copy of the previous year's annual audited financials must be submitted to the Charter School's Sponsor (SBBC) as well as any other supporting documentation such as a copy of the school's accreditation by a regional accrediting association in order to verify that the charter school qualifies for capital outlay funds. Conversion charter schools are ineligible for capital outlay funding if they operate in facilities provided by the Charter School Sponsor. The SBBC distributes capital outlay funds to the charter schools with ten (10) days upon receipt of from the Florida Comptroller's Office.

In accordance with Section 1002.33(8)(d) Florida Statutes, when a charter is not renewed or is terminated, the school shall be dissolved under the provisions of law under which the school was organized, and any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the sponsor. Capital outlay funds provided pursuant to s.1013.62 and federal charter school program grant funds that are unencumbered shall revert to the department to be redistributed among eligible charter schools. In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.

In accordance with section 1002.33(8)(e) Florida Statutes, if a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school. The district may not assume the debt from any contract made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the district and the governing body of the school and that may not reasonably be assumed to have been satisfied by the district.

The School shall provide Sponsor's Accounting Department with lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds

shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.F.2: **Fiscal Monitoring:** The parties agree that the Sponsor, upon ten (10) day-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)1b, Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(b)1a and b Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the FLDOE publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book.) The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received, and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 69I-73.002, Florida Statutes, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

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

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

Section 5.J: **Quarterly Financial Reports:** High-performing charter schools shall submit quarterly financial reports as provided by Florida law. For purposes of this section the quarterly reporting periods will be July/August/September; October/November/December; January/February/March; and April/May/June. The quarterly reports will be delivered to the Sponsor no later than the 25th day of the following month in the format prescribed by the Sponsor.

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

Section 5.L: **Property Inventories:** Pursuant to Rule 69I-73.002, Florida Administrative Code, the School will submit twice a year to the Sponsor a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant and any other public-generated funds) and private funds. The report should clearly indicate what items were purchased with public funds and which ones with private funds. The format of this report will be provided by the Sponsor. Rule 69I-72, Florida Administrative Code, requires the custodian of public funds to ensure a complete physical inventory of all property. The School should maintain a subsidiary ledger of property purchased with public funds as outlined in Rule 69I-72.003, Florida Administrative Code, and have it available for review by the Sponsor. For the purpose of this section, the reporting periods will be December and June or upon written request of the sponsor.

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

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

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

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

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

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

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

Section 5.P.1: **Financial Recovery Plans:** If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a detailed Financial Recovery Plan with the Sponsor within thirty (30) calendar days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the FLDOE and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's governing board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Financial Recovery Plan within one (1) year or if the School exhibits one (1) or more financial emergency conditions for two (2) consecutive years. If any Financial Recovery Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

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

Section 5.Q.1: **Corrective Action Plans:** The Governing Body of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan. The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received as provided in paragraph (b). If the governing board and the sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan.

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

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

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

ARTICLE 6: FACILITIES

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

Section 6.A.1: **Facility Location:** The School will be located at: 201 University Drive, Coral Springs, FL 33071. In the alternative, the School may submit a written request to Sponsor no less than sixty (60) calendar days before the initial opening day of classes to elect to use Year One (1) of this Charter as a planning year provided that the School has not already utilized a planning year subsequent to the approval of its application. If the first year of this Charter is used as a planning year, the School shall secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than May 1 prior to the start of the school year following the conclusion of the planning year. If the School fails to satisfy the requirement to provide such evidence by May 1 of the planning year, then this Charter will automatically expire without any notice, hearing, right to appeal or further action required of the Sponsor.

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

Section 6.B: **Compliance with Building and Zoning Requirements:** The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School shall obtain

all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

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

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

Section 6.B.3: **Capacity of Facility:** At no time will the enrollment exceed the number of students approved in this Charter, the School's Application (**Appendix 1**) or permitted by zoning capacity and all applicable laws and regulations. The School shall not be entitled to monthly payments for students in excess of the School's enrollment capacity and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid. In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

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

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

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

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

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

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

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

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

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

ARTICLE 7: TRANSPORTATION

Section 7.A: **Provision of Transportation by the School:** Transportation is the responsibility of the School 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 between two to four miles from the School or who otherwise are entitled to transportation by law.

Section 7.D: Transportation Safety Compliance: The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial driver's licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the Transportation Department, with a copy to the Charter Schools Management/Support Department, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.

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

ARTICLE 8: INSURANCE & INDEMNIFICATION

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

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

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

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

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

Section 8.A.5: the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;

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

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

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

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

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

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

should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

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

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

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

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

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

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.E.6: any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the Sponsor.

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

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

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

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

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

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

Section 8.J.1: **Liabilities Covered:** The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited

to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.L.2: **Minimum Limits:** Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars (\$2,000,000) annual aggregate. If the School is governed by a municipality, then Sponsor's Risk Management

Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/Self-Insured Retentions. The municipality governing this school will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.

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

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

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

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

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

Section 8.O: **Property Insurance:** The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five percent (5%) of the Total Insured Value (TIV). If the

School is governed by a municipality, the Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: GOVERNANCE

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.B.11: make all required financial disclosure if the School is operated by a municipal corporation or other public entity under Section 112.3144, 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 Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements; and

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

Section 9.C: **Public Records:** The School will comply with Section 1002.33(16)(b)(2), Florida Statutes, relating to public records. The public shall be provided

reasonable access to the School's records in accordance with the provisions of this Charter and Section 119.07, Florida Statutes.

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

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

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

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

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal must be current, at all times, and

the Sponsor shall be notified of any changes within 5 business days, except in case of School leadership in which notification shall be immediate. The procedures for the replacement of Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

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

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

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

applicable portion of the Code of Ethics for Public Officers and Employees. The Governing Board Chair shall annually provide to the District a statement confirming that:

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

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

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

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

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

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

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

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

Section 9.O: **Volunteer Advisory Committee:** The School 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:** Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family

members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

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

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

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

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

ARTICLE 11: HUMAN RESOURCES

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

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

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

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

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

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff. To comply 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 ESSA requirements, all teachers in core academic areas must be certified and highly qualified based on Florida Statutes and highly qualified as redefined by ESSA. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) calendar days of employment.

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

Section 11.D.2: **Teachers Assigned to Teach Out-of-Field:** Per Section 1012.42, Florida Statutes, the School shall notify parents of all students in the classroom of any teacher assigned a course or student population for which the teacher is not appropriately certified. The School shall also obtain Governing Board approval for all teachers assigned to teach out-of-field and must ensure the appropriate out-of-field training is completed each school year per Rule 6A-1.0503, Florida Administrative Code.

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

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

Section 11.M: Payroll Services: The School will provide payroll services for all 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, comply 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 over 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 exercises 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:** Unless otherwise stated herein, training activities shall be made available by the Sponsor, to School's employees, on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees. Training activities shall be made available by the School to Sponsor's employees on a space available basis and, except in instances of federally funded training, the Sponsor shall pay all of the additional costs associated with the participation of the Sponsor's

employees in such training activities at the same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

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

ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS

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

ARTICLE 13: SCHOOL FOOD SERVICE

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

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

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

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

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

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

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

ARTICLE 14: MISCELLANEOUS PROVISIONS

Section 14.A: Impossibility: Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

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

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

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

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

Section 14.F: **Default:** Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, notice of a default of a material provision of this Charter will be furnished to the defaulting party by the non-defaulting party. Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter or when a shorter period of time to effect compliance is required by applicable law or rules, the defaulting party will be permitted thirty (30) calendar days to remedy the identified default.

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

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

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

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

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

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

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

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

THE SCHOOL: Eagles' Nest Community Charter Schools, Inc.
d.b.a. Eagles' Nest Middle Charter School
201 University Drive
Coral Springs, Florida 33071

WITH COPY TO: The Arnold Law Firm
6279 Dupont Station Court
Jacksonville, FL 32217

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

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

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

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

Section 14.N: **Dispute Resolution:** Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

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

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

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

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

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

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

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

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

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

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

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

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

Section 14.S.1: The School will report the School's fixed assets for location 5356 only. No fixed assets shall be combined with any other charter school.

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)

Eagles Nest Community Charter Schools, Inc.
Name of Governing Entity (Not for Profit)

Attest: _____

Secretary

[Signature]
or

Witness

[Signature]
Witness

Witness

by: George L. Simpson Board Chair
Name and Title

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28th day of 5, 2020 by

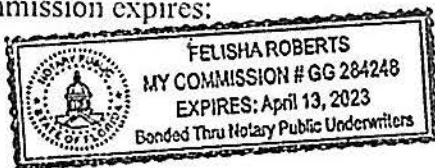
George Simpson
Name of Person on behalf of
the Governing Entity

of Eagles Nest Community Charter Schools, 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:

April 19, 2023

[Signature]

Signature – Notary Public

Felisha Roberts

Printed Name of Notary Public

FOR THE SPONSOR


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

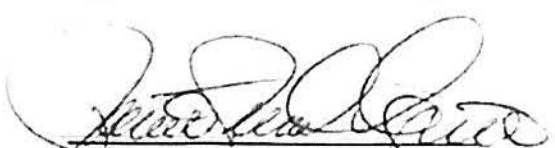
ATTEST:

By


Donna P. Korn, Chair


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

2019-2020 Charter Renewal Program Review

Charter Renewal Application #000449

Eagles Nest Middle Charter School

Location Code: 5356

Submitted To:

Broward County Public Schools
Charter Schools Management/Support Department
Broward County Public Schools
600 SE 3rd Ave.
Fort Lauderdale, FL 33301

Phone: 754-321-2135

Fax: 754-321-2138

Submitted By:

Belinda Hope

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

GENERAL

A. School Information

School Type: **Middle**
 Grade Levels: **[6, 7, 8]**
 School District: **Broward**
 Neighborhood / Community:
 Organization Type:
 Sponsoring Entity: **Non-profit Organization**
 Address: **201 N. University Drive Coral Springs, Florida 33071**
 Phone: **(954) 341-5550**
 Fax: **(954) 341-5557**
 Web Site: **www.panaceaprep.org**
 Calendar Type: **- 180 instructional days**
 Educational Service Provider: **(None)**

B. Primary Contact Person

Name: **Belinda Hope**
 Mailing Address:
 Mobile Phone:
 Alternate Phone: **(954)341-5550**
 Email: **bhope@enccs.org**
 Current Employer: **Eagles' Nest Middle Charter School**

C. Attendance Projections

Grade Level	Year 1 Enrollment		Year 2 Enrollment		Year 3 Enrollment		Year 4 Enrollment		Year 5 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
6	18	20	18	20	18	20	18	20	18	20
7	18	20	18	20	18	20	18	20	18	20
8	18	20	18	20	18	20	18	20	18	20
Total	54	60	54	60	54	60	54	60	54	60

D. Board Members

Name	Title	Contact Information	Current Employer
Burrows, Cassandra Burrows	Board Member	P: M: (305)342-1262 E: myhoney1@hotmail.com	
Hope, Belinda	Emergency Contact	P: M: (754)234-4177 E: bhope@enccs.org	Eagles' Nest Middle Charter School

Johnson, Bruce Johnson	Board Treasurer	P: M: (904)386-4410 E: brucejr44@gmail.com
Mentis, Christine	Executive Director	P: M: E: cmentis@enccs.org
Simpson, George	Board Chairperson	P: M: 954-816-1364 E: georgelsimpson@bellsouth.net

CHARTER SCHOOL RENEWAL INSTRUCTIONS

1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

Section Evaluation

No Action Required Rhonda Stephanik, 11/21/19

Final Rating

No Action Required

In accordance with section 1002.33(7)(c)1, Florida Statutes, a charter school may be renewed provided that a program review demonstrates that the school has successfully fulfilled the terms of its charter agreement. Pursuant to section 1002.33(8)(a), Florida Statutes, "the sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate the charter. The sponsor may also choose not to renew or may terminate the charter if the sponsor finds that one of the grounds set forth below exists by clear and convincing evidence:

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

In conducting a renewal program review, the sponsor will focus its analysis on the school's performance in three categories:

- Educational Performance
- Financial Performance
- Organizational Performance

The following defines specific indicators (the types/level of information and data collected) and standards (the benchmark by which such indicators are measured) that will be analyzed and evaluated within these categories. It is a school's performance within these indicators in addition to potential on-site specific programmatic reviews that inform a charter renewal decision.

Meets the Standard: *The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.*

Partially Meets the Standard: *The response addresses most of the criteria, but the responses lack meaningful detail and require important additional information.*

Does not Meet the Standard: *The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the*

issue in concept or ability to meet the requirement in practice.

Furthermore, should a charter school meet the standards for renewal, the Sponsor will also review future Educational, Financial and Organizational Plans submitted as part of this documentation for the term of its subsequent contract. Any modifications/amendments proposed to the current charter agreement that would take effect over the subsequent contract term will be negotiated using the SBBC contract template.

Important Reminders

- All renewal documents must be submitted electronically, into Charter.Tools, by Friday, November 1, 2019. Only electronic documents submitted in Charter.Tools will be accepted.
- Please use the template provided in Charter.Tools to complete the Renewal Program Review.
- All attachments are to be included in the attachment section. DO NOT UPLOAD THE REQUESTED DOCUMENTS AFTER EACH SECTION.
- Only those who are identified as Authorized Users will be able to access the Renewal Program Review in Charter.Tools. If you wish to have access to complete the Renewal Program Review, please contact Shannon Gary to request an Authorized User Form and have a Governing Board Member sign off on it.

NOTE: Renewal Program Reviews will be reviewed and evaluated as submitted; additional documents will not be accepted after November 1, 2019.

Attachments

Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

– No Attachments –

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

1. COVER SHEET

Section Evaluation

Complete Rhonda Stephanik, 11/21/19

Final Rating

Complete

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

NAME OF CHARTER SCHOOL SEEKING RENEWAL: Eagles' Nest Charter Middle School

CHARTER SCHOOL LOCATION NUMBER: 201 N University Drive, Coral Springs, FL 33071

GRADES SERVED: 6-8

DATE: 9/20/19

This School has been designated a High Performing Charter School pursuant to s. 1002.331, Florida Statutes. YES ____ NO X

This School has been designated a School of Excellence pursuant to s. 1003.631, Florida Statutes. YES ____ NO X

NAME OF NON-PROFIT:

Provide the name of the person who will serve as the primary contact for this renewal document. The primary contact should serve as the contact for follow-ups, interviews, and notices regarding the renewal process.

NAME OF CONTACT PERSON: Ms. Hope

TITLE/RELATIONSHIP TO NON-PROFIT: Principal

MAILING ADDRESS: 201 N University Drive, Coral Springs, FL 33071

PRIMARY TELEPHONE: (954)341-5550

ALTERNATE TELEPHONE: (754)234-4177

E-MAIL ADDRESS: bhope@enccs.org

NAME OF EDUCATION SERVICE PROVIDER (if any): N/A

I certify that I have the authority to submit this document and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the renewal process or revocation after award. I understand that incomplete documentation will not be considered. The person named as the contact person for the program review is authorized to serve as the primary contact for this evaluation on behalf of the organization.

Ms. Hope

Printed Name

Principal

Position/Title

Signature

9/20/19

Date

Attachments

Section 1: COVER SHEET

– No Attachments –

SECTION BREAKDOWN

1. SECTION BREAKDOWN

Section Evaluation

– Not Rated –

– No Final Rating –

Renewal Program Review Section Breakdown

Section

Executive Summary

Educational Performance

Federal and State Accountability

Mission-Specific Accountability

Educational Program Implementation

Financial Performance

Financial Management

Financial Viability

Organizational Performance

Student Enrollment and Conduct

Facilities

Governance, Staff and Parents

Attachments

Educational Performance

Financial Performance

Organizational Performance

Attachments

Section 1: SECTION BREAKDOWN

– No Attachments –

EXECUTIVE SUMMARY

1. Executive Summary

Section Evaluation

Final Rating

Complete Allisyn Axelrod, 11/12/19

Complete Donna Haynes, 11/18/19

Complete Reynaldo Tunnermann, 11/18/19

Complete Sean Brown, 11/19/19

Complete Lourdes Panizo, 11/19/19

Complete Cecilia Zereceda, 11/19/19

Complete Detra Adams, 11/19/19

Complete Kim Punzi-Elabiary, 11/20/19

Complete Adam Iarussi, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Rhonda Stephanik, 11/21/19

Complete Celina Chavez, 11/21/19

Complete Celia Jimenez, 11/22/19

Complete Debbie-Ann Scott, 11/25/19

Complete David Shelley, 11/25/19

Complete Leyda Sotolongo, 11/25/19

Complete Louise Ball, 11/25/19

Complete Matt Schroeder, 11/25/19

Complete Marilyn Johnson, 11/26/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete

Eagles' Nest Middle Charter School is a 6-8 Title I public charter school which opened in August 2005 and is currently located at 201 N University Drive, in the city of Coral Springs, Florida. From its inception, the Eagles' Nest Middle Charter School (ENMC) was determined to meet its goal of providing an incomparable educational experience for students, staff, and community. ENMC is co-located with its sister school, Panacea Prep Charter School, which are both governed by the same board. It is a Title I school that receives funding to support and supplement its educational programs. Having a choice in public education is a trend which is favorable amongst families. At ENMC, we never stop growing, learning, and changing to meet the needs of our students. This is the only way to ensure that year after year, families will continue to choose our school. This makes it necessary for us to work harder and provide the highest quality education for our students. The goals for the school over the next five years are to continue to provide a curriculum that is rigorous, standards based, and student centered. The school will continue to focus on providing professional development for educators to increase student achievement and we will ensure that our teachers are current in best practices for all subject areas.

ENMC is a place where children enjoy learning, teachers enjoy teaching and families are a fundamental part of the educational process. It is our school's vision to provide equitable high-quality education. It is our mission to develop in each child the love of learning, the ability to engage in critical thinking, and mastery of the academic building blocks necessary for a successful future. This requires classroom teaching to be a blend of whole-class, small group, and individual instruction. Our teachers are flexible in their approach to teaching and adjust curriculum and presentation of information to learners rather than expecting students to modify themselves for the curriculum. Data drives our instruction. We rely on data to understand trends, weaknesses and strengths not only in our students but in our teachers as well. Our curriculum includes a proactive approach to teaching that meets children's needs and maximizes their growth as learners. We also strongly believe that students need to be proficient in the use of technology, therefore our curriculum is heavily infused with technology. We have Promethean Boards, laptops, and desktops in every classroom. We also have many software programs that support our reading, math and science curriculums.

Although the school is located in an affluent neighborhood, 97% of Eagle's Nest Middle Charter students do not live within walking distance of the school. The majority of students arrive by buses contracted by the school or by parent transportation. Currently, ENMC has 56 students. Approximately 86% of the school's student population is black or African American, and the other 14% includes other ethnic backgrounds. Three percent of the students receive Exceptional Student Education services and 10% are enrolled in the English for Speakers of Other Languages (ESOL) program. The school participates in the National School Lunch Program, whereby, 100% of the students receive free breakfast and lunch.

ENMC, which has a large minority and fragile student population, serves a number of students that enter the school performing below grade level in reading and mathematics. During the first year of the current renewal period, 99% of the population took all state-mandated assessments and brought the school to an overall grade of "C". The next year, 2015-16, the students scored so well, the school's grade was elevated to an "A". During 2016-17 the school did not receive an overall grade, but 39% of the students were proficient in English Language Arts and 69% were proficient in Math. Two consecutive years later, ENMC earned a "C". There are several factors affecting the decrease in the school's grade; students' proficiency, the transient population of neighboring charter and public schools, competing with the Broward County School District to keep highly qualified instructional personnel and a constantly changing administration. Consequently, those elements contributed to inconsistent academic performance.

Looking towards the horizon, strategically in the next five years, the school seeks to put itself in a much sturdier organizational position. With the re-establishment of a strong site-based leader at the principal position and a return to the solid academic outcomes from our earlier years, we believe we can recreate the kind of continuity that attracts the pupils and parents matriculating from our sister elementary school (Panacea Prep Charter School) to remain enrolled with us through the continuum of the secondary program offerings that we provide. Eagles' Nest Middle Charter School looks forward to continuing the collaborative relationship with Broward County Public Schools and working together to provide an outstanding educational program to all students.

Attachments

Section 1: Executive Summary

– No Attachments –

EDUCATIONAL PERFORMANCE

1. FEDERAL AND STATE ACCOUNTABILITY

Section Evaluation

Meets the Standard Adam Iarussi, 11/21/19

Final Rating

Meets the Standard

Explain the charter school's current School Improvement Status.

- How has the school met the standards required for federal and state accountability?

2018-19 C, 2017-18 C, 2016-17 No Grade, 2015-16 A, 2014-15 C

Eagles' Nest Middle Charter School has met the standards required for federal and state accountability by maintaining a school grade of C. Based on the State Accountability requirements, ENMC's academic performance precluded the school from being required to submit a School Improvement Plan for the last two years.

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

- Include data and a data analysis for each of the subgroups your school serves.
- Discuss programs implemented to address subgroup deficiencies and gap skills.

Florida's waiver from reporting Adequate Yearly Progress (AYP) under the Elementary and Secondary Education Act (ESEA) requires the state to report performance on annual measurable objectives (AMOs) in several areas of academic achievement. Since, ENMC has a small population, there were not enough students to meet the criteria of some of the sub groups (less than 10). As a result, the students that were included fell in the following sub groups; Black/African American, ELL and Economically Disadvantaged.

In 2015-16 each sub group excelled in each subject which resulted in 89% proficiency in English Language Arts and 100% proficiency in math for the total population. However, in the 3 subsequent years that followed, the proficiency rates decreased and the school's grade dropped from an A to a C. Math proficiency rates for all students dropped each year (71%, 62.5%, 61.5%), whereas English language Arts proficiency rates fluctuated (45%, 54.7%, 38.5%). The Black/African American, English Language Learners and the Economically Disadvantaged sub groups followed the same pattern as the total population. In 2017-18 the school received its first scores in FCAT Science and Civics EOC. The school had less proficient students compared to the District and the State.

Black/African

2016-2017

2015-2016

American	2018-2019			2017-2018			Only served 6 th & 7 th grade students			Only served grade students	
	School	District	State	School	District	State	School	District	State	School	District
Reading	36.4%	45.7%	39.4%	53.7%	43.8%	38%	39%	38%	34%	93%	39%
Math	54.5%	47.3%	41.8%	57.4%	45.3%	40.7%	69%	41%	37%	100%	56%
Science	28.6%	41.3%	38.5%	50%	41.1%	39.3%	No 8 th Graders			No 8 th Gr	
Social Studies	47.4%	61.1%	58%	53.8%	59.8%	56.5%	No Civics Data was Collected			No 7 th Gr	
English Language Learners	2018-2019			2017-2018			2016-2017 Only served 6 th & 7 th grade students			2015-2016 Only served grade students	
	School	District	State	School	District	State	School	District	State	School	District
Reading	26.7%	47%	39%	41.7%	42.1%	35.6%					
Math	60%	54.8%	48.3%	66.7%	50%	45.5%					
Science	40.9%	37.5%		37.5%	35.9%		Population less than 10			Population less than 10	
Social Studies	55.4%	50%		52.2%	47.3%						
Economically Disadvantaged	2018-2019			2017-2018			2016-2017 Only served 6 th & 7 th grade students			2015-2016 Only served grade students	
	School	District	State	School	District	State	School	District	State	School	District

Reading	38.5%	49.6%	46.8%	55.6%	49.3%	46.5%	48%	42%	41%	92%	44%
Math	61.5%	52%	50.2%	63.5%	51.4%	50.4%	72%	47%	46%	100%	45%
Science	38.9%	45.2%	47.1%	47.8%	47%	49.3%	No 8 th Graders			No 8 th Gr	
Social Studies	50%	64.2%	63.9%	66.7%	64.4%	63.6%	No Civics Data was Collected			No 7 th Gr	
Total Students	2018-2019			2017-2018			2016-2017 Only served 6 th & 7 th grade students			2015-2016 Only served 6 th & 7 th grade students	
	School	District	State	School	District	State	School	District	State	School	District
Reading	38.5%	59.5%	57%	54.7%	58.1%	55.9%	45%	53%	51%	89%	55%
Math	61.5%	61.2%	59.6%	62.5%	59.7%	59%	71%	57%	54%	100%	56%
Science	38.9%	55.3%	57.8%	47.8%	55.3%	58.7%	No 8 th Graders			No 8 th Gr	
Social Studies	50%	71.9%	72.2%	62.5%	71.2%	71.4%	No Civics Data was Collected			No 7 th Gr	

The school has not been able to maintain its school grade of C solely based on the number of proficient students, but based on the percentage of students earning annual learning gains. In 2018-19, 73% of the English Language Learners made a learning gain in ELA and Math. The total population followed the pattern with 76% of the students making learning gains in Math and 63% in ELA. To increase the school AMO, the school is focused on student learning by looking at past and present data in relation to the state standards; to create a professional development plan for each staff member based on student deficiencies. The school is monitoring bi-weekly data, utilizing print rich materials, and using differentiated instruction. Research-based instructional curricula is student-centered, creating a collaborative learning environment. The school's goal is to increase the AMO by pushing all students to achieve at least one year of academic growth within

the calendar school year in ELA and Math. The school has designed a calendar of targeted benchmarks that all students must achieve on a timely basis. Students are monitored, and the school has individual plans of action for remediation. The School will measure its progress through the implementation of various evaluation and assessment tools that rely on data derived from State Accountability Reports. In order to determine success toward meeting students' needs, said data will be analyzed and studied. Based on measurable outcomes a justification is made to determine that all students achieve at least a year's growth at their respective levels in all core subjects.

	2015-16	2016-17	2017-18	2018-19
	Only served 6 th Grade Students	Only served 6 th & 7 th Grade Students		
FDOE Grade	A		C	C
Calculated Grade	A	B	C	C
Total Points Percentage	88	59	52	49
ELA Achievement Percentage	89	46	55	38
ELA Learning Gains Percentage	78	65	52	63
ELA Gains Low 25%	Population Less than 10	Population Less than 10	53	55
Math Achievement Percentage	100	71	63	62
Math Learning Gains Percentage	83	52	73	76
Math Gains Low 25%	Population Less than 10	Population Less than 10	63	58

Science Achievement Percentage	Only served 6 th Grade Students	Only served 6 th & 7 th Grade Students	48	38
Civics Achievement Percentage	Only served 6 th Grade Students	The Civics Exam was not administered	63	50

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

- **Include data and a data analysis for each of the subgroups your school serves.**
- **Discuss programs implemented to address subgroup deficiencies and gap skills.**

The subgroups, Black/African American, English Language Learners and Economically Disadvantaged, did not achieve their AMO targets. The SWD subgroup enrollment was below a 10 student cell, so the percentage was not calculated in the school grade. Students who have not achieved AMO targets receive interventions (Tier II or Tier III). The school administers these interventions to these subgroups through a 60 minute intensive reading intervention block that focuses on NG Inside. Students are given biweekly assessments, and are provided 4-6 weeks to show improvement. Subsequent tests are given to evaluate whether the student needs further remediation or enrichment. The school also implements centers in our daily schedule. Centers are a way for teachers to remediate with struggling learners, while enriching self-sufficient students. Extended Learning Opportunities are implemented mid year which targets English Language Arts, Math, Science and Civics remediation for students who are not meeting AMO.

The adoption and use of these strategies are critical in meeting the educational and learning needs of all students including those subgroups that did not achieve their AMO targets. Data reveals the subgroup, Black/African American students as well as students who scored a level 1 or 2 continue to perform below grade level. Overall the students performing below grade level are being provided research-based and supplemental interventions along with direct instruction from research-based Math and Reading programs to improve their academic achievement as part of the school's Multi-Tiered Support System (MTSS) process.

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

The School has developed a culture of each teacher being the "Administrator" of his/her class. This shared leadership creates a responsibility on the teacher to create, gather, analyze and respond to their student's data. The "Administrator" meets every Wednesday to revise and implement Instructional Plans to ensure students in all sub groups and the lowest quartile increase their proficiency levels in all areas, with specific attention to the overall Learning Gains of all students. The Plan of Action includes:

- Strategic reallocation of staff to provide instructional expertise to weaker areas based upon past performance.

- Increase usage of iReady lessons during computer lab block.
 - Greater emphasis on differentiated groups to increase student achievement for students in the lowest quartile.
 - Professional development for staff on small group instruction, with attention on struggling students.
 - Bi-monthly grade level curriculum meetings to review data and progression through Instructional Focus Calendars (IFCs).
 - Targeted support materials sent home for low performing students to continue to build fluency in content areas.
- **If the school is not using state assessments such as FSA or EOC, what assessments are administered?**

Eagles' Nest Charter Middle School uses all the state assessments such as FSA, NGSSS Science and EOC.

- **How often is student progress monitored?**

Grades 6-8, are monitored 3 times per year utilizing I-Ready diagnostic assessment for Reading and Math. Formative assessments are given once a month for all students in Reading, Writing, Math, Civics and Science. Mid-year, all the students are assessed using the Broward Standards Assessment (BSA) which covers subject areas ELA, Math, Civics and Science.

Explain if the students are making one year's worth of growth annually in mathematics and reading.

- **If the students are not, what measures will the charter school implement?**

The students are making one year's worth of growth annually in math and reading.

	2015-16	2016-17	2017-18	2018-19
	Only served 6 th Grade Students	Only served 6 th & 7 th Grade Students		
FDOE Grade	A		C	C
Calculated Grade	A	B	C	C
ELA Learning Gains Percentage	78	65	52	63
	Population Less	Population Less		

ELA Gains Low 25%	than 10	than 10	53	55
Math Learning Gains Percentage	83	52	73	76
Math Gains Low 25%	Population Less than 10	Population Less than 10	63	58

The school establishes its own "in house" annual growth in reading and math by comparing the results found in the iReady Beginning of the Year test to the results of last years' iReady End of Year test. Progress is monitored for all grades three times a year using iReady. Students will take the BSA and finally the FSA exam. All of these tests provide data that helps the teachers drive instruction. The data is also used to discover which professional developments the teachers need to learn more effective strategies, to address individual student needs and maintain fluid small group instruction based on student progress.

To ensure success on FSA, the students participate in biweekly progress monitoring assessments that identify strengths and weaknesses in reading, math, writing, civics and science. Teachers use instructional focus calendars to guide instruction and formative assessments to provide differentiated instruction. Our teachers also use supplemental and research-based resources such as iReady and NewsELA to ensure that our students demonstrate mastery with Florida Standards. Also, the school utilizes teacher assistants to conduct push-in or pull-out remediation/enrichment throughout the school day. Students identified as the lowest 30% or that have been identified by their teacher as needing additional academic support receive afterschool FSA tutoring using Florida Coach materials.

Of the students in the lowest 25%, explain if 50% of those students are making one year's worth of growth annually in mathematics and reading.

- **If the students are not, what measures will the charter school implement?**

In the 2018-19 and 2017-18 school years, over 50% of the students in the lowest 25% have made one year's worth of growth annually in math and reading.

	2015-16	2016-17	2017-18	2018-19
	Only served 6 th Grade Students	Only served 6 th & 7 th Grade Students		
FDOE Grade	A		C	C

Calculated Grade	A	B	C	C
ELA Gains Low 25%	Population Less than 10	Population Less than 10	53	55
Math Gains Low 25%	Population Less than 10	Population Less than 10	63	58

Historically the FLDOE School Reports does not include any information on the lowest 25% for ENMC because the population is small. However, the school is so dedicated to improving the overall grade that a list of "Critical Students" has been created to capture this data. To increase the growth rate of students in the area of reading and math, ENMC incorporates the use of small groups and centers daily so that struggling students are targeted. In addition, we've added afterschool tutoring camp 2 days per week for the identified critical students.

The School has redesigned the master schedule inclusive of courses targeted to meet the unique needs of our lowest quartile.

- The School will continue to implement research-based strategies aligned to the Florida Standards in reading and mathematics at the appropriate level of rigor.
- The School will implement a specific Instructional Plan for each year which reflects an analysis of all end of year standardized assessments, to include high and low performing areas and a consequent detail plan of action for improvement.
- The School will address the Areas of Deficiency and implement the Response/Action Plans from the Onsite Programmatic Review (OSPR) related Literacy, ESE/SWD, and ESOL.
- The School will secure viable supplemental resources through Title III, Part A Program (Broward County Schools) to continue to support ESOL students to increase their annual growth. The School will continue offering professional development based on the school's annual needs assessment survey and student performance data.
- The School will provide teachers with opportunities to participate in professional development aligned to the School's goals and to their professional development needs.
- The School will monitor the implementation of ESOL strategies in the general classroom setting, provide supplementary materials and native language support for ELLs, monitor progress for ELL students, and ensure that comprehensible instruction is being provided to every ELL student.
- The School will develop and adhere to an instructional support schedule to provide more direct support to English Language Learners.
- The School will continue to closely monitor teacher performance and classroom instruction using the approved evaluation tool to ensure that identified goals and strategies are implemented with fidelity and to provide immediate, corrective feedback that will increase student performance and teacher effectiveness.
- The School will continue to provide training and support for teachers on the implementation of the Florida Standards in reading and mathematics.
- The School will continue to implement a state-approved, research-based math series to increase the level of rigor needed to meet the requirements of the Florida Standards in Mathematics.

- The School will administer diagnostic and benchmark assessments to monitor performance by standard and to provide teachers with relevant and current data on student progress. Student performance data will be utilized to provide targeted instruction for students based on their specific academic needs.
- The School will develop and sustain a comprehensive system for analyzing student performance data to ensure differentiated instruction is provided to students based on their needs. As part of the data analysis process, teachers will examine the performance of specific subgroups of the student population to determine whether students are making learning gains and to implement additional intervention strategies as needed.
- The School-based Collaborative Problem-Solving Team (CPST) will ensure implementation of the Response to Intervention (RtI) process in order to provide appropriate intervention strategies and support students' academic, emotional, behavioral and social needs.
- The School will utilize the following technology resources to supplement the curriculum: iReady, software that accompanies textbook series, and approved internet resources.

Verify that the school is appropriately administering applicable state standardized tests to its students.

- **If the school is not testing the appropriate percentage of students, what measures will the charter school take to ensure the appropriate numbers of students are being tested?**

The school registers each student to take the FSA ELA, FSA Math, EOC Civics and the FCAT Science assessments. The Proctor for each test has to complete a training. During the test there are materials that have to be completed and returned to the testing center. The School is appropriately administering applicable state standardized tests to its students and follows all Florida and Broward County Public Schools guidelines for administration. These include attention to testing procedures and windows, administrator and staff training, and protecting test security. The School has consistently tested a high percentage of students, with 99% being the lowest percent tested.

ELL and SWD students are provided appropriate accommodations for all standardized and school-based assessments based on their personalized ELL accommodation plans or their Individualized Educational Plan (IEP).

In previous years, in conjunction with the District, the School conducted a technology infrastructure test of its network capabilities to determine if it met the state qualifications for bandwidth connectivity. Teachers completed the required training tests for the administration of the computer-based Florida Standards Assessments (FSA) through the state Test Administrator (TA) Training Site. The TA Training Site and Student Training Site are designed to provide TAs and students the ability to become familiar with online testing settings they will experience when administering and taking the FSA online.

Eagles' Nest Charter Middle will continue to adhere to all State and District guidelines pertaining to preparation and implementation of standardized assessments.

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

The school met or exceeded the performance levels of closely comparable populations for the

2015-16, 2017-18 and 2018-19 school years, earning a school grade of "A" for the first year and a school grade of "C" for the last two years. In the 2016-17 school year, although Eagles' Nest Middle Charter School did not receive a grade, its performance level data equated to a grade of B (see chart below) which is closely comparable to student populations at neighboring schools.

2014-15							
	ELA		Math		Science	Civics	Grade
Eagles' Nest Middle Charter School	35		30		33	62	C
Somerset Preparatory Charter Middle School	52		45		33	66	C
Coral Springs Middle School	62		64		56	64	A
Renaissance Charter School at University	56		63		53	65	B
2015-16							
	ELA	ELA Gains	Math	Math Gains	Science	Civics	Grade
Eagles' Nest Middle Charter School	89	78	100	83			A

Somerset Preparatory Charter Middle School	34	43	37	52	33	55	C
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Coral Springs Middle School	57	56	59	57	53	80	B
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Renaissance Charter School at University	57	58	56	48	50	66	B
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2016-17

	ELA	ELA Gains	Math	Math Gains	Science	Civics	Grade
Eagles' Nest Middle Charter School	46	65	71	52	Didn't have 7 th Grade	No Data Collected	The scores Calculated to a B
Somerset Preparatory Charter Middle School	32	49	47	62	21	74	C
Coral Springs Middle School	57	57	61	61	51	79	B
Renaissance Charter School at University	62	64	63	65	58	78	B

2017-18							
	ELA	ELA Gains	Math	Math Gains	Science	Civics	Grade
Eagles' Nest Middle Charter School	55	52	63	73	48	63	C
Somerset Preparatory Charter Middle School	61	56	60	58	48	61	B
Coral Springs Middle School	61	56	63	60	51	86	B
Renaissance Charter School at University	57	57	60	54	52	83	B
2018-19							
	ELA	ELA Gains	Math	Math Gains	Science	Civics	Grade
Eagles' Nest Middle Charter School	38	63	62	76	39	50	C
Somerset Preparatory	65	64	56	41	38	76	C

Charter Middle School							
Coral Springs Middle School	64	58	64	59	52	87	B
Renaissance Charter School at University	67	68	70	73	60	82	A

Identify the charter school's school grade.

- **If the charter school did not obtain a school grade of "C" or above, what measures will the school implement or has the school been implementing to improve its grade?**
- **If a charter school does not get a school grade nor a School Improvement Rating what assessments has the school used or will the charter school use during the next charter agreement term to ensure that all students are learning and to identify students who may be struggling?**
- **If a charter school serves untested grades (K-2), what assessments has the school used or will the charter school use during the next charter agreement term to ensure that all students in untested grades are learning and to identify students who may be struggling?**

2018-19 Eagles' Nest Charter Middle School Received a "C"

2017-18 Eagles' Nest Charter Middle School Received a "C"

2016-17 No Grade

2015-16 Eagles' Nest Charter Middle School Received an "A"

2014-15 Eagles' Nest Charter Middle School Received a "C"

All grades are tested at the school.

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

Since ENMC made a school grade of "C", the school was not required to develop a state mandated School Improvement Plan.

Identify if the charter school has been identified as one of the 300 Lowest-Performing Elementary Schools in Florida.

- **If yes, explain the measures that the charter school will take or has been taking to remedy this status.**

ENMC has not been identified as one of the 300 Lowest -Performing Schools in Florida.

Describe what School Improvement Rating (SIR) the charter school has received, if applicable.

- **If the charter school has not received a rating of Maintaining, what measures has the charter school taken or will the charter school take to improve the rating?**

ENMC does not receive School Improvement Ratings.

Identify the charter school's graduation rate, if applicable.

- **Provide in-cohort and post-cohort graduation rate data.**
- **What has been the charter school's graduation rate goal?**
- **What steps has the charter school taken to meet or exceed this goal?**
- **What measures will the charter school implement to increase its in-cohort and post-cohort graduation rate to meet its goal?**
- **How has the charter school supported students in meeting college, career, and life readiness? (Provide specific schoolwide strategies)**
- **Describe the student support measures implemented to increase student attendance (SIR Schools only)**

N/A

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

N/A

Attachments

Section 1: FEDERAL AND STATE ACCOUNTABILITY

– No Attachments –

2. MISSION-SPECIFIC ACCOUNTABILITY

Section Evaluation

Final Rating

Meets the Standard Rhonda Stephanik, 12/3/19

Meets the Standard

What is the school's mission? Identify if the charter school is achieving or making significant progress towards achieving the school/mission-specific goals as defined in the charter school's agreement.

The mission of Eagles' Nest Middle Charter School is to develop in each child the love of learning, the ability to engage in critical thinking, and mastery of the academic building blocks necessary for a successful future. ENMC envisions a dynamic, community-oriented, inclusive school that recognizes and nurtures all human intelligence so that students and staff from varied backgrounds will achieve their full intellectual and social potential.

Teachers are considered the first learners and have enthusiastically participated in aligned professional development opportunities to sharpen their knowledge and skills in utilizing current brain-based research, technology, cooperative learning strategies, higher-order questioning techniques, multiple intelligences, and differentiation of instruction. Applying new learning to the classroom has resulted in students becoming active rather than passive learners. Students are observed working in cooperative learning groups, completing research on topics of their interest, utilizing technology on a daily basis, and using hands-on manipulative learning materials. Assessment data is routinely used to assess student performance and guide decision-making with regard to planning for instruction and teacher selection/retention.

Eagles' Nest Middle Charter School is making significant progress towards achieving the school specific goals as defined in the charter school's agreement. A key factor in the School's success has been an emphasis on positive discipline and character education. On a daily basis, opportunities are provided for students to develop self-discipline and community responsibility. Our focus on character education is enhanced by our "Student of the Month" program. Students who exemplify the character trait of the month are nominated by their peers and are recognized as model citizens. Emphasis on the importance of daily attendance, direct instruction on organizational skills, and high standards for quality work performance contributes to an overall positive, productive learning environment for all students.

Eagles' Nest Middle Charter School was saddened by the tragedy that occurred at Marjory Stoneman Douglas High School. In an effort to follow the Public Safety Act, the school has established procedures for evaluating and responding to school climate and safety protocols.

One of the initiatives is The Coach Aaron Feis Guardian Program. The Marjory Stoneman Douglas Public Safety Commission 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. Today, the school has an armed Guardian who aids in the prevention or abatement of active assailant incidents on school premises. The Guardian was hired after he passed psychological and drug screenings, and successfully completed a minimum of 144 hours of training.

As growing student anxiety raises concerns, the teachers at Eagles' Nest Middle Charter School have been learning how to best approach these conversations using a digital role-playing platform called Kognito. Kognito creates a digital experience where educators can practice how to talk to students in distress when discussing suicide and depression. The program uses the latest principles behind social cognition, and game mechanics to create simulated conversations with virtual humans where people learn, practice and self-assess their ability to manage conversations that can lead to positive changes in social, emotional, and physical health.

Finally, the school created the Active Shooter Response Plan. The plan was developed to provide instructions and guidance to effectively address the response to an Active Shooter incident. The school took the following steps while creating the plan:

A. Developed a Response Plan and Procedures

- Implemented a comprehensive Emergency Action Plan that includes incidents beyond an environmental emergency, such as active shooter or suspicious package.
- Reviewed and updated the facility's Emergency Action Plan with assistance from Coral Springs Police.
- Established communication procedures for employees to report signs, flags, and threats of workplace violence.
- Established alternative methods of communication with employees during an incident—including emergency notification system, e-mail, phone, cell phone, text message, and walkie-talkie announcements.
- Determined how to estimate the impact of an incident on facility operations and communicate that to customers, the public, and law enforcement.
- Communicated with emergency responders to manage facility expectations of response capabilities.

B. Employee Training and Awareness

- Trained all employees on general emergency plans and those designed for specific scenarios.
- Trained security personnel in providing guidance to employees in each scenario.

C. Prepared for as Many Incidents as Possible

- Management:
 - Learned how to recognize potential workplace violence and suspicious behavior.
 - Identified the location of the nearest exits, potential safe harbors, emergency response kits, and decontamination sites.
- Employees:
 - Became familiar with emergency procedures and regularly review checklists or materials provided on emergency procedures.
 - Identify individuals who can best assist them and what information to provide about the situation.

D. Exercised Emergency Action Plans Regularly and Repeatedly

- Scheduled monthly drills, tabletop and functional exercises.
- Assessed gaps in plans, exercises and training.

E. Established a Relationship with Emergency Responders

- Involved Coral Springs Police in facility training and exercises.
- Jointly mapped out incident management procedures and pre-identified a common, secure radio communication channel.
- Coral Springs Police has toured the school and provided details about the facility that will help responders to adjust their protocols if necessary.

Attachments

Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

3. EDUCATIONAL PROGRAM IMPLEMENTATION

Section Evaluation

	Final Rating
Meets the Standard Allisyn Axelrod, 11/12/19	Partially Meets the Standard
Meets the Standard Donna Haynes, 11/18/19	
Meets the Standard Kim Punzi-Elabiary, 11/21/19	
Meets the Standard Laurie Steinberg, 11/21/19	
Meets the Standard Celia Jimenez, 11/25/19	
Partially Meets the Standard David Shelley, 11/25/19	
Meets the Standard Celina Chavez, 11/25/19	
Does Not Meet the Standard Louise Ball, 11/25/19	
Meets the Standard Marilyn Johnson, 11/26/19	
Partially Meets the Standard Hanne Rega, 11/26/19	
Partially Meets the Standard Detra Adams, 11/26/19	
Does Not Meet the Standard Matt Schroeder, 12/3/19	

A. Explain how the school is implementing its mission as defined in the charter school's agreement.

The key to implementing the school's mission is the collaboration and teamwork with the stakeholders: parents, students, teachers, administration and the surrounding community. The administration uses progress monitoring data to make important decisions about the curriculum and technology programs that are available for teachers and students. Teachers develop a thorough understanding of the standards and the formative assessment data that guide their instruction. Teachers also receive professional development to keep them up to date with the latest teaching trends, best practices and best instructional strategies. Every Wednesday, the teachers participate in common planning to discuss data and other important topics that drive instruction. Our learning environments foster collaborative learning, exploration, curiosity, literacy development and integration of the content areas. Families also receive valuable information in a quarterly parent newsletter that they can use to help their child experience success in school. Academic success is of utmost importance, but social expectations are equally important.

Students learn about good citizenship and other valuable traits through our character education program. Once a month, one student from every class is recognized for exhibiting the trait of the month in our Student of the Month ceremony. We also have school-wide events, such as assemblies on social expectations, Family Literacy Night, Math and Science Night, Multicultural Day and Career Day, aimed at promoting positive social interactions among all stakeholders. Most importantly, these events foster a safe and respectful environment, where students can share their ideas, learn from others, and celebrate diversity. As the teachers learn about new strategies and research in the educational field, we find ways to implement them in our curriculum to create lifelong learners prepared to contribute in a society that is constantly evolving.

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

Eagles' Nest Middle Charter School successfully implements district-approved curriculum and research-based strategies for daily whole group and small group differentiated instruction. Teachers use the same textbooks that the Broward County School District is using: Collections, Go Math, Fusion, My Reflections Civics and social studies material on-line at My HRW. To ensure the curriculum is focused on standards-based lessons, the teachers use CPalms as a resource for instructional planning. Additionally, teachers and students also have access to technology programs, such as iReady, Readworks, Kahn Academy and curriculum-based online resources, that reinforces important skills and provide multiple practice opportunities. In the beginning of the year, teachers receive instructional focus calendars, which provide a timeline and help them set short-term and long-term goals for their students. Teachers use formative assessments in the classroom to analyze data and make instructional decisions to address individual student's needs. Administration consistently communicates the importance of using the instructional focus calendar in combination with formative assessment data. Formative assessments are very powerful when the data is analyzed and students are provided with immediate feedback. Administrators conduct classroom walk-throughs to ensure that the teachers follow their schedule, and that the research-based curriculum and strategies are implemented with fidelity. During walk-throughs, lesson plans are reviewed to ensure that teachers are addressing the needs of all students, including those with an Individualized Educational Plan, Education Plan for Gifted Learners and English Language Learners.

C. Explain how the charter school is implementing demonstrably effective instructional strategies that support struggling students' ability to achieve grade level proficiency.

In order to implement effective instructional strategies that support struggling students, teachers analyze FSA scores and the progress monitoring data from iReady assessment period 1. For reading, teachers use NG Inside for Tier 2 students 60 minutes per day to remediate deficient skills. Tier 3 students receive the same interventions for 60 minutes with a teacher assistant push-in for a more intensive remediation. For math, Tier 1 students are provided differentiated instruction in the general classroom via Go Math. Tier 2 intervention is provided as an additional 20-30 minutes 3 times per week for math interventions. Curriculum for Tier 2 intervention is Go Math Strategic, Go Math Version D worksheets, assessments and quizzes, Go Math Reteach and Go Math Reading Strategies. Students with similar deficiencies in Math are grouped for direct small group instruction 2-3 times per week. Students in Tier 3 intervention receive an increase in intensity. The increase in time and intensity for math is from 20-30 minutes 4 to 5 days per week. Curriculum for Tier 3 is Go Math Strategic, Go Math Version D worksheets, assessments and quizzes, Go Math Reteach and Go Math Reading Strategies. This is in accordance to the MTSS plan described in Section G. In conjunction with teacher-led interventions, teachers will continue to review iReady reports to monitor usage and the progress of students on their individualized learning plan. iReady provides lessons that teachers use to teach specific skills when students are not proficient, and also provides reinforcement activities that students can complete independently before starting a new level. Administration monitors students' usage in iReady on a weekly basis. We have teacher assistants that push-in and/or pull-out of classrooms to assist students daily. All SWD and ELL students are included in our remediation plan and

provided accommodations based on their individual educational needs. Afterschool tutoring is offered to students that have been identified as the lowest 30% or have been identified by their teacher in need of additional academic support. By working as a team, we ensure that effective instructional strategies are truly assisting struggling students to achieve grade level proficiency.

When students are suspected of having a disability, the Parent Information Form and Student Rating Form is completed, and consent for formal testing is requested before submitting documents to Psychological Services to review.

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

Frequently, qualitative and quantitative data is collected, interpreted and utilized to inform and guide instructional planning that is aligned with the Florida Standards and the Next Generation Sunshine State Standards. Before the start of a new school year, teachers, and administration collaborate in vertical planning meetings to identify standards that students are mastering and standards that need to be addressed differently to ensure that students are able to master prerequisite skills prior to entering the next grade level. The discussion includes the use of specific instructional strategies and resources that can be used to teach the identified standards. Qualitative data will be collected through teacher growth plans, walkthroughs, mentoring, and teacher feedback from weekly common planning meetings. This qualitative data is also helpful in guiding instructional planning, not only in the classroom, but also to guide professional development that impacts instruction. After walkthroughs, administrators discuss and note teacher strengths and specific areas of need. Lead teachers model how to teach Florida Standards and Next Generation Sunshine State Standards in Science. In post conferences teachers, administration and lead teachers take the time to review formative assessment data collected in the lesson and discuss how the student evidence was used during the lesson to address student needs, or how it can be used in the future. In these post conferences and in weekly common planning meetings, team leaders and teachers discuss quantitative data from progress monitoring assessments and other classroom assessments to help teachers make data driven decisions. Using the 2018-2019 data from assessment period 3, administrators set goals for the 2019-2020 school year.

	2016-17		2017-18		2018-19	
	Percent Proficient		Percent Proficient		Percent Proficient	
	iReady	FSA	iReady	FSA	iReady	FSA
Reading	46%	45%	42%	55%	40%	38%
Math	67%	70%	53%	63%	62%	62%

E. Elaborate on how the charter school provides effective services for exceptional students (SWD and Gifted) as defined in the charter school's agreement and as required by applicable law. The charter school should provide assurance of charter school and Sponsor collaboration and the adherence to local guidelines for exceptional students (SWD and Gifted). An On-Site Programmatic Review and/or Desktop Review will be conducted.

Describe the IEP process for SWDs for present level development, prioritization of educational needs, and annual goals.

All students with disabilities (SWD) are provided a free appropriate public education. Individual Educational Plans (IEPs) are updated on a yearly basis with input from parents, educators, providers (Speech and Language Pathologists, ESE/SWD counselors, etc.), student progress monitoring data, and the student (whenever appropriate). Each IEP addresses the student's priority educational need as related to the impact of the disability on the student's educational program. Annual goals are developed for SWD learners and a report on the progress toward the annual goal(s) is sent home with the quarterly report cards. Apart from providing the specific services listed in a student's IEP, like specialized instruction, consultation, and/or collaboration, we will also differentiate instruction as necessary and will offer after school tutoring services and/or other assistance to ensure all students remain successful. SWD students access the general education curriculum with accommodations, supplemental aids and support facilitation in the Least Restrictive Environment possible. This is in addition to therapeutic services like Speech and Language, Counseling, Occupational and Physical Therapy for eligible students. Administrators, together with the ESE/SWD Specialist, make sure that teachers receive the necessary support to implement any needed accommodations that involve changes in instruction and/or assessment. During State or District assessments, students with disabilities are provided with accommodations as listed on their Individual Educational Plans. ESE/SWD staff attend trainings and monthly district meetings to receive current information regarding policies and procedures involving students with disabilities.

Describe the EP process for Gifted students for present level development, prioritization of educational needs, and annual goals.

Under the ESE umbrella we also service gifted learners. Teachers or parents can make a recommendation for gifted screening. Upon meeting Gifted eligibility, an Educational Plan (EP) is created with the Gifted-Endorsed ESE Specialist, parent, administrator, general education teacher, gifted teacher, and student (where applicable) along with progress monitoring data to determine enrichment academic goals and services, like enrichment/gifted-high-achievers classes, for the upcoming two years. Bi-Annual goals are developed for Gifted learners and a report on the progress toward the bi-annual goal(s) is sent home with the quarterly report cards. Gifted students who have disabilities (such as speech or other health impairments) receive annual goals and services.

Describe the testing plan and progress monitoring plan for SWDs.

During State or District assessments, students with disabilities are provided with accommodations as listed on their Individual Education Plans. Gifted students do not receive accommodations unless they have a disability. ESE/SWD proctors receive a copy of each student's testing accommodations and document that the student received required accommodations on state mandated testing forms. ESE/SWD staff attend trainings and monthly district meetings to receive current information regarding policies and procedures involving students with disabilities.

Each quarter ESE/SWD teachers, gifted teachers, and providers (Speech and Language pathologists, ESE/SWD counselors, etc.) gather data based on the student's IEP/EP goals and generate a quarterly ESE/SWD progress report which is sent home with the student's general education report card. For ESE/SWD students whose progress stagnates or declines for two consecutive quarters, an ESE/SWD meeting is convened for the purpose of generating an Interim IEP where new goals and/or services are proposed.

F. Explain how the charter school implements effective programs and services to meet the needs of English Language Learners as defined in the charter school's contract and as required by applicable laws. An On-Site Programmatic Review and/or Desktop Review will be conducted.

What is the school's plan for identifying, placing and scheduling ELLs?

Eagles' Nest Middle Charter School has effective programs and services that meet the needs of English Language Learners. The school includes less than 10% of its pupils participating in the English as a Second Language (ESOL) program. During registration, part of the initial process is to fill out the Home Language Survey, which discloses familial information of the child being exposed to any other language in the home other than English. If the parent answers in the affirmative to any question on the Home Language Survey, the ESOL identification process begins. The student is administered the IPT Language Proficiency assessment to determine their level of language acquisition. If the language acquisition level has been determined to qualify for ESOL services, the student will receive services within the classroom as well as during all assessment periods. According to the Florida META Consent Decree, Eagles' Nest Middle Charter School's ELL students will be given a fair, appropriate, and equivalent chance to participate in all resources and programs offered in Broward County.

After a student is entered into the ESOL program on TERMS, the school's ELL Committee convenes and creates a personalized plan for that student. The plan identifies both classroom as well as any/all assessment accommodations that ensure the student receives equal access to instructional resources. ESOL students are assessed using all Florida Standard Assessments, and they are also administered the Florida ACCESS for ELLs. In order to be deemed proficient and exiting the ESOL program, students must score at a level 4.0 in reading as well a 4.0 composite, averaging all of the other sections (listening, speaking, reading, and writing). Students in grades 6-8 will also need to score a level 3 or higher on the ELA FSA to exit the ELL program.

Describe how the school has and will continue to comply with the state-approved district ELL Plan?

Students who have been exited continue to be monitored after the first report card, then the first semester, and finally yearly, for two consecutive years. An additional method of exiting an ELL student from the ESOL program may occur by the ELL Committee convening to analyze data to determine if the ELL student met any exit criteria as outlined in the District ELL Plan. The ESOL Contact will ensure that all ELL plans are accurately implemented and updated in ELlevation, TERMS and on the student's ESOL folder.

Eagles' Nest Middle Charter School has acquired a highly effective ESOL Contact, who is available on a daily basis, should there be any questions or concerns regarding students in the ESOL program. Active ELL students are monitored monthly, and as needed according to teacher recommendation. The ESOL contact participates in monthly collaborative video conference calls with members of the District and Charter Bilingual/ESOL department. The ESOL contact at Eagles' Nest Middle Charter School assists instructional staff in carrying out assessment accommodations on classroom testing issues as well as on Florida assessments. In addition, the

ESOL contact documents all available information on TERMS, and ELlevation, the electronic filing system used by Broward County.

Describe how the school provides and will continue to provide equal access to instructional and categorical programs regardless of proficiency level.

Teachers receive the students' levels and use the information to plan lessons and differentiate instruction to meet their needs. Using the Broward County Literacy Guide, teachers have access to the WIDA English Language Development Standards and the "Can Do" descriptors, which guide teachers in making instructional decisions that support ELLs. Additionally, teachers are provided with the matrix that includes instructional strategies and codes used in lesson plans to indicate the selected ESOL strategies for daily lessons. In our school, teachers use sensory supports, graphic organizers and interactive supports, such as working with a peer, to scaffold instruction and maximize their learning opportunities. Teachers utilize the Collections' ELL resources and also use the ELL resources from Go Math and Science Fusion. In addition to instructional strategies, teachers will ensure students have access to all ELL accommodations in accordance with their ELL plan (such as access to Heritage Language dictionaries and Content Glossaries, extended time, etc.).

G. Explain the school's current process for MTSS/Rtl, specifically with documentation of progress monitoring and the assessments used.

Eagles' Nest Middle Charter School implements a four step Collaborative Problem-Solving Process (CPSP) model, utilizing student data to guide instructional decisions.

Step 1: Identify if a problem exists and define the desired goal to be obtained in objective and measurable terms.

Review incoming student data from students who have data. Sources of data include BASIS, CUMULATIVE folders, and initial registration packets of transfer students coming from private schools and out of county. The school's primary data source is BASIS. Students with Early Warning Sign indicators of Yellow and Red are monitored during this process.

- All retained students are automatically in tier 2.
- All students scoring level 1 or 2 on FSA are automatically in Tier 2.
- All students already in the tier 2 or tier 3 process will begin the year with continued interventions.

Step 2: Identify possible reasons why the desired goal is not being obtained.

- Early Warning Sign indicators (attendance, homelessness, etc.) are to be considered.
- Focus, Productivity and Attention concerns are to be considered.
- Emotional/behaviorial concerns are to be considered.

Step 3: Develop and implement a well-supported plan, involving research-based strategies to obtain the goal.

Step 4: Evaluate the effectiveness of the plan in relation to the goal.

The MTSS Framework at Eagles' Nest Middle Charter School involves parents on a Collaborative Problem-Solving Team to look at student needs. The essential components of MTSS include:

- Multiple tiers of evidence-based instruction service delivery.
- A problem-solving method designed to inform the development of interventions.
- An integrated data collection/assessment system to inform decisions at each tier of service delivery

Eagles' Nest Middle Charter School uses the three-tiered model for delivery of intervention services:

Tier 1:

During Tier 1, all students are provided differentiated instruction in the general classroom via HMH Collections which is administered through the 30-60 minute language arts block, and 30-60 minutes of math. The research-based curriculum for Language Arts is the HMH Collections Program, and the research-based curriculum for Math is Go Math.

Tier 2:

Tier 2 intervention is provided as an additional 60 minutes of reading instruction daily and an additional 20-30 minutes 3 times per week for math interventions. Curriculum for Tier 2 intervention in reading is as follows:

NG Inside Levels A through C and iReady for disfluent students in need of phonics interventions. Go Math Strategic, Go Math Version D worksheets, assessments and quizzes, Go Math Reteach, Go Math Reading Strategies. Students with similar deficiencies in Math are grouped for direct small group instruction 2-3 times per week.

Tier 3:

Students in Tier 3 intervention receive an increase in intensity. They receive small group direct instruction for 20 of the 60 minute Reading block. The increase in time and intensity for math is from 20-30 minutes 4 to 5 days per week. Curriculum for Tier 3 is as follows:

NG Inside and iReady for disfluent students in need of phonics interventions. Go Math Strategic, Go Math Version D worksheets, assessments and quizzes, Go Math Reteach, Go Math Reading Strategies.

When students are suspected of having a disability, the Parent Information Form and Student Rating Form is completed, and consent for formal testing is requested before submitting documents to Psychological Services to review.

What is the school's plan for MTSS/Rtl to ensure that the process is appropriately implemented during the next charter agreement term?

Eagles' Nest Middle Charter will continue to follow its MTSS/Rtl process for the next charter agreement term. Adjustments to the school's plan will be made as needed to ensure compliance with any changes made in district and/or state mandates.

Weekly MTSS/Rtl consultations will continue to be conducted with the Cooperative Problem Solving Team to review and graph (as needed) student progress. The team will continue to meet during each cycle (4-6 weeks) to review student MTSS/Rtl goal/progress as indicated in the Rtl plan. The students who are in tier 2 and tier 3 will continue to be tracked and monitored through the school's MTSS/Rtl database where progress monitoring, parent meetings, and Rtl graphs are tracked and reviewed by administration. When student information is out of compliance, administration will convene a meeting with the team to discuss remediation.

Professional development describing the MTSS process will remain a component of the pre-planning week before school begins, as well as providing additional training in various staff meetings. During this time teachers may make appointments for individual or small group meetings for assistance in documenting Tier 1, Tier 2, and Tier 3 for specific children. Continued weekly assistance is provided throughout the year.

Describe the charter school's collaborative problem-solving team (CPST).

The Eagles' Nest Middle Charter School's Collaborative Problem-Solving Team (CPST) consists of the following team members:

- MTSS/RTI Coordinator leader and facilitator of the team, the coordinator provides professional development and assistance for teachers.
- General Education Teacher: the teacher notifies the MTSS/RTI Coordinator of students who are struggling, provides Tier 2 and Tier 3 instruction as needed and documents in MTSS/RTI binder and school database in addition to providing graphic evidence to parents.
- Parent: the parent meets with the teacher regularly, providing input into the process, parents are fully informed throughout the process.
- Administrator: Principal or Principal Designee/Academic Coach verifies the fidelity of implementation and assists in the decision-making process.
- SWD/ESE Representative: SWD/ESE teacher, SWD/ESE Specialist, Speech/Language Pathologist, evaluation specialist, etc. provides input on general education strategies and interventions.

Curriculum Used:

NG Inside Level A through C and iReady for disfluent students in need of phonics interventions. Go Math Strategic, Go Math Version D worksheet, assessment and quizzes, Go Math Reteach, and Go Math Reading Strategies.

Progress Monitoring Used:

6-8 -iReady for Reading and Math (Assessment Period 1-3)

6-8 - NG Inside, Go Math Version D worksheet, assessment and quizzes, Go Math Reteach, and Go Math Reading Strategies.

Progress Monitoring Used: (Biweekly and weekly)

Describe the charter school's data analysis process for all tiered interventions.

The team meets regarding each case at least once to analyze the progress monitoring data (iReady, Progress Monitoring Assessments, etc.) to determine if Tier 2 is required. The team meets approximately every 1-2 weeks, after implementation of Tier 2, to analyze the progress monitoring data (NG Inside, Go Math, iReady, etc.). In approximately 4-6 weeks, the team will reconvene with the parent to present a graphical representation of the student's progress (comparing the student to intervention group and class peers) and to determine if the intervention was effective or if Tier 3 intervention is required.

The data will inform decisions about using National Geographic Inside Level A-C and which math intervention is appropriate. If Tier 3 is implemented, the team meets approximately every 1-2 weeks again to analyze the progress monitoring data (NG Inside, Go Math, iReady). In approximately 4-6 weeks, the team will reconvene with the parent to present a graphical

(comparing the student to intervention group and class peers) representation of the student's progress and to determine if the intervention was effective or if additional changes need to be made. The team also at this time considers whether or not the student needs to be referred for a formal evaluation.

H. Explain the charter school's current process to implement an Early Warning System (EWS).

- **Describe how the charter school obtains the data and how often the EWS data is updated to reflect student improvement**

Eagles' Nest Middle Charter School obtains data for At-Risk students via Basis 3.0. The information is updated quarterly in TERMS to show current information for each student. The school has 32 students on the Early Warning System list because they scored a level 1 on the statewide assessment. There is also 1 student who failed ELA or Math, who is also on the list.

- **Provide an in-depth description of the additional interventions provided to students identified on the Early Warning System with a focus on attendance, behavior, Level 1 and 2 students, students performing below grade level, and students exhibiting two or more indicators.**

Early Warning System Data (K-12)

Indicators	Grade 6	Grade 7	Grade 8	Grade	Totals
Attendance below 90 percent					0
One or more suspensions					0
Course failure in ELA or Math			1		1
Level 1 on statewide assessment	12	6	14		32
Students exhibiting two or more indicators					0

Provide a detailed plan of how intervention strategies employed by the school to improve the academic performance of students identified by the Early Warning System will be implemented:

Indicator: Course Failure in ELA or Math

- The principal and teachers will meet at the end of each quarter to discuss any students that are fragile to implement a success plan to get them back on track. This will include afterschool tutoring, providing required make-up assignments and MTSS interventions.
- Students will receive content area packets to complete in lieu of the course they failed. Classroom teachers will also use intervention strategies to accommodate students' not meeting proficiency.
- Students who have failed the same core class more than once, will be enrolled in Florida Virtual.
- Parent meetings will be provided so parents are aware of credit deficiencies.

Indicator: Level 1 on Statewide Assessment

- The principal and teachers will meet at the end of each quarter to discuss any students that are fragile to implement a success plan to get them back on track. This will include afterschool tutoring, providing required make-up assignments and MTSS interventions.
- Classroom teachers will use intervention strategies to accommodate students' not meeting proficiency. Teachers will use diagnostic tools for all students. All students in grades 6-8 will be using the Florida Ready program to supplement our regular curriculum and provide more rigor as part of the Florida State Standards.
- Students who are working below proficiency will be enrolled in an Intensive Reading class utilizing NG Inside Curriculum. The math students will be grouped accordingly and will utilize the Go Math Intensive Curriculum. Below proficiency students are also given free tutoring after school on Mondays and Wednesdays using Coach's Reading and Math program.

Attachments

Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION

– No Attachments –

FINANCIAL PERFORMANCE

1. FINANCIAL MANAGEMENT

Section Evaluation

Final Rating

Partially Meets the Standard Reynaldo Tunnermann,
11/18/19

Partially Meets the Standard

Partially Meets the Standard Lourdes Panizo, 11/19/19

A. Explain how the charter school implements an effective, detailed system of internal controls over revenues, expenses, and fixed assets, and exercises good business practices.

The Governing Board entered into a financial services agreement with School of Choice Accounting Services to provide financial services to Eagles' Nest Charter Middle School. School of Choice Accounting Services has established processes and procedures to ensure fiscal responsibility and sound internal controls, which Eagles' Nest Charter Middle School follows. They follow a financial policy which includes: the establishment of a modified accrual accounting system, a chart of accounts that uses the same numbering system as the DOE, internal controls that establish segregation of duties, authorization and processing of disbursements, establishment of a payroll system and a process for meeting Broward County School District and FDOE data reporting requirements. In the event the State or District modifies the accounting or reporting system, the school will adopt the new standard.

Eagles' Nest Charter Middle School employs an administrative personnel who serves as a liaison to School of Choice Accounting Services for financial matters relating to cash collection and accounts payable. The liaison also works with the school's Principal to ensure adherence to the board approved budget. Below is a summary of some of the finance and accounting functions performed:

- Deposit funds received from food service sales, aftercare programs, and fundraising into proper bank accounts
- Submit documentation for all receipts and disbursements made at the school level
- Prepare and submit purchase orders according to company policy
- Prepare and submit check requests to School of Choice Accounting Services
- Review and approve expenditure invoices with School Principal

B. Explain how the charter school adheres to generally-accepted accounting principles.

The school's financial statements are prepared on a monthly basis by School of Choice Accounting Services and are distributed to both the school leadership and the Governing Board. Monthly financial statements are prepared using General Accounting Standards Board's (GASB) 34 and GASB 54 guidelines and the "Financial and Program Cost Accounting and Reporting for Florida Schools" as recommended in Florida statute. Monthly financial statements include a comparison of actual results as compared to the approved budget. In addition, all required

monthly, quarterly and annual financial reports are submitted to the Broward County School District in compliance with the timelines set forth by the district.

C. Explain how the charter school submits timely and accurate financial information adhering to its financial reporting requirements as defined in the school's contract.

In compliance with Florida statute, the school obtains annual financial audits that are performed by an independent certified public accounting firm that are compliant with the GASB requirements for fund balance reporting. The audit is submitted to the Broward County School District within the required timeframe. The audit report is also submitted to the Auditor General of Florida in a timely fashion, as required.

Attachments

Section 1: FINANCIAL MANAGEMENT

– No Attachments –

2. FINANCIAL VIABILITY

Section Evaluation

Partially Meets the Standard Cecilia Zereceda,
11/19/19

Final Rating

Partially Meets the Standard

A. Explain how the charter school maintains a balanced budget and a positive cash flow.

On an annual basis, the Governing Board adopts a comprehensive budget that includes all forms of revenue and expenditures. Amendments to the budget require the approval of the Governing Board. Annual budgets are on file as described in the renewal application instructions.

In addition to preparing a conservative budget, the Governing Board, in conjunction with the school and School of Choice Accounting Services, has a rigorous budget management process to ensure that the school achieves the desired positive financial results. Eagles' Nest Charter Middle School's budget management is a three-part process: (1) financial statement preparation, (2) regular review of actual results, and (3) continuous forecasting of future results.

B. Verify that the charter school's financial obligations are in good standing.

The school's financial obligations are in good standing. Annual budgets are "on file;" financial reports are "on file;" and annual financial audits are "on file."

C. Provide a detailed explanation of the sound and sustainable long-term financial plan for the charter school.

The Governing Board prepares comprehensive budgets that includes all forms of revenue and

expenditures. The Board reviews these budgets during it's board meetings, and, if changes are needed, an updated budget is prepared. Enrollment has been consistant over the last 5 years, a 5 year financial projection is provided in Attachment Q.

Attachments

Section 2: FINANCIAL VIABILITY

– No Attachments –

ORGANIZATIONAL PERFORMANCE

1. STUDENT ENROLLMENT AND CONDUCT

Section Evaluation

Partially Meets the Standard Sean Brown, 11/19/19

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

Final Rating

Partially Meets the Standard

A. Explain if the charter school's actual enrollment has been consistent with its projections.

If it has not been consistent, what measures has the charter school taken to increase student enrollment?

The enrollment for Eagles' Nest Middle Charter School has not been consistent with its projections. The initial application anticipated larger enrollment numbers than the school has been able to recruit, but the enrollment is consistent with the facility space to support the program.

Although the initial application anticipated larger enrollment numbers, the school ensures that its enrollment supports fiscal responsibilities required to operate its programs and physical responsibilities necessary to guarantee that the school is in compliance with local regulations and guidelines regarding occupancy. The school's actual enrollment is relatively consistent with the projections submitted to the District annually. It should be noted that Eagles' Nest Middle Charter School is collocated with its sister school, Panacea Prep Charter School, both under the same governance. Therefore, the total enrollment numbers of both entities cannot exceed the maximum allowable occupancy as determined by the local Building Official. As of the October 2019 FTE, the school has a total of 54 students enrolled and the building's occupancy is 220 students.

Eagles' Nest Middle Charter School seeks to serve a diverse population of students. The school's objective is to fill open seats at each grade level. The school has also established a hotline to answer questions from the community and provide information to parents or guardians of potential students.

Recruitment of new students is an ongoing process. An extensive marketing strategy to attract students from the surrounding community, including students from "hard to reach" families has been implemented. These efforts include:

Direct mailing to parents/guardians

Community focus groups

Program tours and open house for prospective students Parents/guardians and community members

Media coverage

Recruiting students of staff members

Posting and distributing of flyers in facilities, (such as religious institutions, libraries, and grocery stores) service providers, and community centers.

It is our belief that through the recruiting and marketing plan described above, we will be successful in attracting families reflective of the community. Informational meetings will be conducted in facilities, to include evening and weekend presentations. In addition, coordination of additional services such as parent involvement with the parent teacher group, and community based work-study programs will further serve as strategies to attract families.

B. Provide the demographics of the community the charter school serves.

The City of Coral Springs, is located in Broward County, Florida approximately 10 miles north west of Fort Lauderdale. As of the 2010 United States Census, the city had a population of 121,096 residents. 2017 data shows there were 41,814 occupied households of those, 18,293 have children under the age of 18 living with them. The racial ethnic composition of Eagles' Nest Middle Charter School's student body is not reflective of the community it serves. As a charter school, Eagles' Nest Middle Charter School has no official school boundary inside of Broward County. Which means, as long as parents can transport students to and from school in a timely manner, any child within county limits may attend. Additionally, the school offers bus transportation for students that reside between a two to four mile radius. Many of the students that attend our school come from neighboring cities, such as: Tamarac, Lauderdale Lakes, Margate and Lauderdale, which explains why Eagles' Nest Middle Charter School's student demographics, the surrounding community and neighboring school's demographics do not align.

C. Describe the charter school's current enrollment procedures as defined in the charter school's contract and in compliance with applicable law.

Enrollment Policy and Procedures

Eagles' Nest Middle Charter School accepts enrollment applications from all students in grades 6-8 residing in Broward County who would otherwise qualify to attend any other public school. The School has an open admissions policy, utilizing a "first come, first served" process as required by state statute. Any eligible student who submits a timely application and whose parents accept the conditions of the Parental Involvement Contract shall be considered for enrollment, unless the number of applications exceeds the capacity of the program, class, grade level, or building. Upon enrollment, parents/guardians of students who enroll in the school receive an Enrollment Package in the parent's primary language. The first form included in the packet is the Broward County School District's Registration form. The packet contains information about the school, a checklist of items necessary for registration, and required forms to be completed by parents.

Lottery Process

If the number of applicants exceeds the capacity of the program, class, grade level, or building; all applicants shall have an equal chance of being admitted through a random selection lottery process consistent with Florida's Charter School Legislation. Students are admitted without regard to ethnicity, national origin, race, gender, sexual orientation, or disability. Applications are accepted during an established and publicly announced enrollment period. If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity. If the number of qualified applicants exceeds the capacity of any grade level, a lottery is conducted within that grade level. Students are selected by a random drawing of names from the pool of eligible students until all available spaces for that grade level are filled. At this point all additional names are drawn and numbered to form a hierarchical order on the Eagles' Nest Middle Charter School's waiting list. Future available spaces

and openings during the course of the school year will be filled from the waiting list as necessary. If the waiting list is exhausted and spaces remain to be filled, another open enrollment period will be advertised and conducted following the procedures outlined above.

Enrollment Preferences

Consistent with F.S. 1002.33(10)(d)1,2,3 - Enrollment preference is given to siblings of enrolled students, children of board members, and children of Eagles' Nest Middle Charter School's staff members. Students, who express a desire to re-enroll, have enrollment priority for the following school year. Consistent with F.S. 1002.33 (10)(e)(4). Enrollment may be limited to students residing within a reasonable distance of the school.

Enrollment Timeline

Applications are made available on January 1, at the school and on the school's website. Each application received is time stamped and dated. Applications are considered during a two-month application window. Applications must be fully completed and signed to be considered submitted. Applications postmarked, or received in-hand by 5:00 p.m. on the final day of the two-month application period will be considered. Parents are contacted by telephone to schedule an enrollment interview. At this time instructions for providing scholastic records and meeting all school district and state health requirements are given. If the number of qualified applicants exceeds the number of available spaces in a particular grade level, the lottery procedure is put into effect. All applications submitted during the designated enrollment period are reviewed. All applications must be complete and signed by a parent or guardian. Both parent and prospective student must agree, during their enrollment interview, that the educational program offered at Eagles' Nest Middle Charter School would best suit their educational needs, interests, and abilities.

The following timeline is followed with regard to admissions:

- February 1 - Begin Acceptance of Student Applications
- April 1 - Enrollment Window Ends
- April 29 - Lottery Conducted (If needed)
- May 2 - Letters of Acceptance Sent

D. Describe the charter school's plan to ensure a safe and secure environment.

SUPERVISION

Eagles' Nest Middle Charter School's primary concern is safety and a secure learning environment. The Principal and the Dean of Students are on staff daily to supervise students. Teachers are available for car lines as students arrive in the morning and are dismissed in the afternoon to ensure entering and exiting the building are secure for all students. Student Safety Patrols are readily available to assist with monitoring hallway traffic and student arrivals and dismissals. Several teachers are certified in CPR/Child Safety and fire safety biannually. All doors are locked between 8:30am and 3:15pm.

BEHAVIORS

Our teachers and staff consistently model and teach appropriate behavior to our students. Students are awarded a Character Award throughout the school year for demonstrating appropriate behavior in school. Character lessons are implemented and modeled monthly in all classrooms. Eagles' Nest Middle Charter School maintains high standards for academics and behavior. The school has adopted and follows the Broward County Code Book of Student

Conduct incorporating the documented policies for discipline, suspension, dismissal and recommendation for expulsion as identified in Policy 5006. In addition to the requirements found in the Broward County Code Book of Student Conduct, the school has developed a School-wide program that recognizes positive student behavior to promote and sustain a safe and positive learning environment.

PUPIL AND PARENT EXPECTATIONS

Students and parents will be expected to uphold the school's principles. Additionally, parents will be expected to participate in their child's education by:

- Staying informed of their child's progress in school and assisting with their child's studies
- Participating in parent-teacher conferences and participating in school events
- Dealing promptly and constructively with any disciplinary or academic issues their child may have in order to achieve a positive outcome
- Ensuring that their child is present for classroom instruction and programs
- Assisting by whatever means necessary to insure the safety and well-being of their student and increasing the possibility for the academic success of their child.

The Eagles' Nest Middle Charter School's Board of Directors follow the Broward School Board's Code of Conduct and has developed its own Parent Contract. The contract requires parents and students to read and sign that they will comply with the Code of Conduct and Parent Contract agreement as part of their enrollment requirement. The contract also requires parents and students to work collaboratively with the School to ensure the student's success. This contract describes basic parental responsibilities. Student responsibilities described in the contract include such basic items as the student's responsibility to wear the proper uniform, to behave appropriately and to be responsible for timely submission of class assignments and/or homework. Students not fulfilling their responsibilities as stated in the agreement will be subject to the regular disciplinary procedures in place at the school. Parents have every opportunity to fulfill their agreement, but if a parent shall consistently or flagrantly disregard the school's expectations then the school may withhold an offer of reenrollment to the family's students, depending upon the circumstances.

EMERGENCY ACTION PLAN

Emergency Management and Recovery Plan - The Security Action Plan prepares all staff for unanticipated events including but not limited to: medical, fire, hazardous, weather, security, etc. The School cooperates with the District and the local municipality to provide the safest school possible for staff and students. The school also incorporates all the applicable and appropriate District approved emergency efforts in order to maintain a safe school environment. Accordingly, the school adopted the emergency plans for active shooter, fire and tornado drills currently in effect within the District.

All staff members are trained regarding all the above emergency effort procedures. Staff are trained to implement each action plan within the appropriate emergency situations. Both students and staff are trained in planning for these events through routine drills and practice.

ACTIVE SHOOTER DRILLS

Active Shooter drills are conducted monthly to ensure both students and staff are properly prepared for crisis situations. Detailed Active Shooter procedures were created in concert with the City of Coral Springs Police and Fire Department, the details of which are known to the appropriate school, City, and District personnel.

FIRE DRILLS

Two Fire drills are conducted within the first 2 weeks of school. Starting in September, fire drills occur each month until the end of the school year. The school strives to assure all students evacuate the building in under 2 minutes. Drills are conducted utilizing both the primary and secondary evacuation routes and when possible in conjunction with the Coral Springs Fire Department.

TORNADO DRILLS

Tornado Drills are conducted twice a year. The first conducted in September and the second happens during the Severe Weather Awareness Week. Faculty, staff and students practice prescribed safety procedures to ensure safety during all weather related emergencies. Written procedures and plans are provided to teachers and staff through the employee handbook.

EXPLOSIONS WITHOUT STUDENTS OR STAFF INJURED

- Do not touch anything or allow anyone in the area (Crime Scene) Notify principal (or administrator in charge)
- Call 911 (phone specific)
- Evacuate the building to at least 300 feet away from the facility.
- Call Charter School Support Office (954) 321-2135
- Homeland Security (800) 237-3239

Be aware of a secondary device targeting the first responders

EXPLOSIONS WITH STUDENTS OR STAFF INJURED

- Do not touch anything or allow anyone in the area (Crime Scene). Notify principal (or administrator in charge)
- Call 911 (phone specific)
- Call Charter School Support Office (954) 321-2135
- Evacuate the building to at least 300 feet from the facility.

BUS TRANSPORTATION ACCIDENT

WHEN INFORMED OF BUS ACCIDENT WITH STUDENT INJURY

- Call Charter School Support Office (954) 321-2135
- Go to the scene of the accident; reassure students with your presence.
- Make list of students sent to hospital and identify which hospital for each student.
- If students are injured, have member (s) of faculty accompany students to hospital
- Send the completed list of injured students and hospitals to the school, Area Office Risk Management and Special Investigative Unit.

DEAN OF STUDENTS/OFFICE STAFF

- Stay in office
- Notify all parents of students involved in accident, including those not injured.
- Tell any callers that there has been an accident and that you do not have full details but expect a report quickly.
- Refer media to the Main Office (954) 341-5550

HAZARDOUS MATERIALS SPILL

If spill occurs in neighborhood the school administration will follow instructions from fire/rescue officials.

Location of emergency kit: Main Office

Notify principal (or administrator in charge) to decide CODE RED/CODE YELLOW.

- Call 911 (phone specific)
- Notify staff that 2-way radios are being turned off
- Turn radios off
- Evacuate the area or building immediately around the hazardous materials which is upwind, up- stream, uphill, to reduce exposure.
- Notify building security and/or building services and secure area.
- Secure Emergency Kit: Main Office

(ATF) Person In Possession Of A FIREARM

- Notify principal (administrator in charge)
- Call 911 (phone specific), if applicable
- Call Firearms (ATF) (954) 453-6001
- CODE RED/CODE YELLOW initiated by individual observing armed person
- Principal notifies staff that 2-way radio system is being turned off
- Turn radios off
- Principal activates School Response Team (SRT) which includes School Guardian
- Follow the directives of the police department upon their arrival

DO NOT CONFRONT OR TRY TO DISARM INDIVIDUAL

OBSERVING ABANDONED FIREARM

- Cover with empty container to preserve for evidence
- Notify principal (administrator in charge)
- Call 911 (phone specific), if applicable
- Notify building security and or building services

"DO NOT TOUCH FIREARM"

CODE RED/CODE YELLOW PROCEDURES

- Indicates there is an emergency that requires that all areas of the building be secured (lockdown). Staff should remain in place with students. 2-way radios and bells are turned off.
- Stay in classroom or get to classroom as quickly as possible, and take roll.
- Teachers lock classrooms; building services lock exterior doors
- Establish fire watch (ignore fire alarms)
- Await further instructions

FURTHER INSTRUCTIONS MAY COME OVER THE 2 WAY RADIO SYSTEM OR FROM INDIVIDUAL AT THE DOOR WHO WILL SLIDE HIS/HER PHOTO IDENTIFICATION UNDER THE DOOR.

CODE YELLOW

- An emergency that requires that all students be under supervision and accounted for
- School Response Team (SRT) reports to pre-designated
- 2-way radios are turned off

- Each teacher gets students in classroom and takes roll

AWAIT FURTHER INSTRUCTIONS FROM ADMINISTRATOR OR OTHER MEMBERS OF EMERGENCY TEAM.

WEATHER RELATED EMERGENCIES FLOODING, HURRICANES, TORNADO

Countywide emergencies will be dealt with at the county level. Any serious emergency, which affects a local school, should be handled locally.

- LOCATION OF EMERGENCY KIT: MAIN OFFICE
- Turn bells off
- Secure emergency kit: Main Office
- Notify building security and or building services
- Return students to building from buses, recess, portables, classroom, etc.
- Cancel open lunch, recess, and class changes that require students to go outdoors
- Notify staff to close blinds and move students away from exterior windows
- Move students to first floor where possible
- Monitor news broadcasts
- Refer to emergency message via 2-way radio
- Use battery operated radio to listen to stations WIOD 610 AM

When/if flooding occurs, be prepared to evacuate the building if necessary

FIRE REPORTED

- Activate fire alarm
- Notify Principal (administrator in charge)
- Call 911
- Evacuate the building
- Call Charter School Support Office (954) 321-2135
- Notify building security and or building services of fire's location, if known Dep.
- Direct building security and or building services to secure area
- Secure emergency kit: Main Office

RE-ENTER WHEN AUTHORIZED BY JOINT DECISION OF SCHOOL ADMINISTRATION: FIRE AND LAW ENFORCEMENT FIRE ALARM ACTIVATED

- Call 911
- Notify Principal (administrator in charge)
- Evacuate the building
- Call Charter School Support Office (954) 321-2135
- Notify building security and or building service if location is known
- Secure emergency kit: Main Office

EMERGENCY KIT THE SCHOOL EMERGENCY KIT SHOULD CONTAIN:

- Battery operated radio (AM/FM)
- Flashlights
- First aid kits
- Blood borne pathogen

- Megaphones
- Staff cell phone list
- Map of school and local area (5 copies)
- Roll of yellow caution tape
- Identification vest
- Paper and pencil

PERSON IN CHARGE OF SECURING KIT DURING EMERGENCY:

- Office Manager Dean of Students
- Dean of Student is designated to check the contents of the kit every month, especially the condition of batteries and flashlights and the accuracy of the SID list.

BOMB THREAT TO SCHOOL

- Use Bomb Threat Card while caller is on phone
- Activate Call Trace after hanging up but before taking another call on that line *69
- Contact principal (administrator in charge)
- Principal (administrator in charge) will notify staff that the 2-way radio system is being turned off
- Turn off bell system Main Office
- Call Charter Schools Support Office (954) 321-2135
- Principal decides whether to evacuate the building
- Secure Emergency Kit: Main Office

"IF EVACUATION IS IMPLEMENTED, DO NOT USE FIRE ALARM SYSTEM"

UTILITY FAILURE

- Call utility company: Florida Power and Light: On File
- AmeriGas Company: On File
- Call Charter Schools Support Office (954) 321-3135 Notify Building security or building services
- Secure emergency kit: Main Office

Gas Leaks

- Notify Principal
- Call 911
- Call utility company AmeriGas Company: On File Notify staff that 2-way radios are being turned off
- Turn off radios and bells
- Evacuate affected area sections, or building
- Call Charter Schools Support Office
- Secure emergency kit: Main Office

Water Failure

- Notify Principal
- Call utility company (954) 572-2420
- Notify building security and or building services
- Call Charter School Support Office (954) 321-2135

TELEPHONE FAILURE

- Notify Principal
- Use emergency cell phone to contact Area North Office (754) 321-2135 to notify them of the situation.
- Inform Charter School Support Office of cell phone number where you can be reached.
- Notify phone company (954) 780-2222

BOMB THREAT CALLED IN TO OUTSIDE AGENCY

- Notify Principal
- Assess threat and determine whether evacuation is necessary Principal activates School Response Team
- Call Charter School Support Office (754) 321-2135
- Coral Springs Police Department (954) 344-1800
- Firearms (ATF) (954)453-6001

BOMB DEVICE FOUND OR SUSPECTED

"DO NOT TOUCH THE DEVICE"

"DO NOT USE RADIO OR CELL PHONE WITHIN 300 FEET OF DEVICE"

- Call 911
- Principal activates School Team (SRT)
- Principal (administrator in charge) will notify staff that the system is being turned off
- Turn off bell system
- Call Charter School Support (754) 321-2135
- Secure emergency Kit: Main Office

Attachments

Section 1: STUDENT ENROLLMENT AND CONDUCT

– No Attachments –

2. FACILITIES

Section Evaluation

Meets the Standard Victoria Stanford, 11/26/19

Final Rating

Meets the Standard

A. Explain how the charter school's facilities comply with applicable laws and codes.

Eagles' Nest Middle Charter School is located at 201 N. University Drive, Coral Springs, FL 33017. The school is leasing space from Our Lady of Health Catholic Church. The facility was built to Florida Building Code standards and is zoned for educational purposes; therefore, it satisfies all State and County requirements for the identified use. The facility receives all the routine health,

fire and safety inspections. The Health Department conducts routine compliance visits twice a year to ensure the school meets with all required health and sanitation regulations. Items of review include site cleanliness, food service operations and overall conditions of the facility; and throughout our years of operation, the school has been regularly compliant. Officials from the Coral Springs Fire Department administers annual safety walk-throughs to ensure the school meets with all mandated fire, safety and casualty codes; the school has historically remained in compliance. Broward County School Representatives perform yearly Comprehensive Safety Inspections to ensure all facility standards of safety are being met. These inspections are geared towards ensuring the school operates a safe and secure learning environment. All liability insurance and facility inspections are up-to-date and the school complies with facility requirements as stated in Section 1002.33(18), Florida Statute, (2016).

The School is housed in a facility that offers space for 220 students. The building has enough space to accommodate offices, storage, restrooms in sufficient numbers for students, and separate restroom facilities for adults. It is the governing board's policy to manage and conduct its facility's operations in such a manner as to eliminate or minimize all potential hazards and avoid accidents involving injury to personnel or damage to property. The school follows all applicable federal and/or state-run Occupational Safety and Health programs. All employees are charged with personal responsibility for constant adherence to safety procedures and safe practices. To achieve and maintain a safe working environment, each employee takes an active interest in safe work practices and must take responsibility for following any safety rules or recommendations. At the beginning of each academic year, employees receive initial and refresher trainings on school safety policies and procedures to assure they are current and knowledgeable on the safety aspects of their jobs. Supervisors are not authorized to change the duties of an employee's job function to something that they are not trained to safely perform.

B. Explain how the charter school complies with applicable health and safety laws.

The school facility meets all commercial and life safety codes required for health and safety. All local and state policies related to health and safety have been met through rigorous oversight of program and facility maintenance. The School will continue to meet all local, state and federal requirements for health and safety issues.

FOOD SERVICES

The School contracts an independent Satellite Food Service from a National School Lunch Program approved vendor list from the Florida Department of Agriculture to provide healthy and nutritious meals for students. All food delivered to the school are in accordance with standards established by the Florida and Federal Departments of Agriculture.

An area inside the facility designated for meal services has met health regulations. Basic equipment for serving meals is maintained and food is served fresh and stored at the proper temperatures. The school provides meals in accordance with dietary guidelines set forth by the National School Lunch and Seamless Summer Food Program. Our Food Service Permit to Operate is up-to-date and posted in a visible location in the school's cafeteria. We also post on our website and in the main office the most current Broward County Health Department Inspection Report. Required annual inspections (A minimum of two satisfactory Broward County Health Department Inspections annually) are conducted to maintain the Florida Department of Health Food Sanitation Certificate. All the reporting requirements and documentation meeting specifications of the annual sanitation certification are adhered to. The contracted food vendor maintains current copies of their food inspections and insurance certificates and are required to maintain and supply the school with the daily production records of all meals served.

HEALTH SERVICES

Qualified personnel are assigned to provide student health services, including mandatory health screenings, such as for vision, hearing, and scoliosis. The necessary results are recorded on health records that are maintained in fireproof files secured by lock, after the information is entered into TERMS, and reported to the appropriate school departments and agencies. The Board ensures that the school complies with all local, state, and federal laws as they apply to charter schools and the health and safety of all students and employees, including Civil Rights Laws, Every Student Succeeds Act (ESSA), and the Individuals with Disabilities Education Act (IDEA). Administration acts quickly to stop possible breaches of safety, ineffective procedures, or interference with effective health and safety operations.

Attachments

Section 2: FACILITIES

– No Attachments –

3. GOVERNANCE, STAFF AND PARENTS

Section Evaluation

Meets the Standard Maria Yen, 11/6/19

Meets the Standard Khandia Pinkney, 11/6/19

Meets the Standard Aneatra King, 11/22/19

Meets the Standard Debbie-Ann Scott, 11/25/19

Meets the Standard Brenda Santiago, 12/2/19

Final Rating

Meets the Standard

A. Explain how the charter school implements the governance structure as defined in the school's contract.

The school is a non-profit organization. We are incorporated with the State of Florida as a non-profit and have a 501(c) (3) from the Internal Revenue Service (IRS). Eagles' Nest Middle Charter School, Inc. is the administering agency for the school and the Board of Directors governs the school. Eagles' Nest Middle Charter School's governing Board oversees the direction of the Principal, supervises audits and business practices, and is responsible for handling complaints concerning the operation of the school. The Board performs these duties through regular meetings and routine monitoring. The organization as a whole is responsible for the school's performance and the governing Board is actively involved in managing the school's operations. While the principal does not report directly to the governing Board, a strong relationship between them exists. The principal provides a monthly status report to the governing Board and attends all Board meetings. During Board meetings, the principal presents the school's status report and answers

any questions of the governing Board. The educational consultant (superintendent of schools) maintains primary responsibility for reporting to the Governing Board and conducting follow-up action items.

The Governing Board is the charter holder and is responsible for the affairs and management of the school. They provide continuous oversight of the school's operations, including effective and proper use of public funds. The Governing Board is responsible for developing and outlining the mission, vision, and values of the school, and for developing the appropriate policies to ensure those fundamentals are maintained. All necessary management and professional expertise is provided by the Governing Board. Annually, the Board adopts and maintains the School's official operating budget and exercises oversight over the School's operation. In exercising its oversight and maintaining the budget, the governing body provides for a balanced general operating fund. The Board reviews the School's monthly financial statements and the performance of school administration at regular intervals and assesses the school, the educational program's success, and areas in need of improvement.

The Board consists minimally of three to seven uneven voting members to assure a quorum on any issue requiring a vote can be reached. The Board convenes no less than twice per school year, which allows for them to remain in compliance with Statutory meeting requirements and updated on all school occurrences. All Board members have been fingerprinted and cleared through the third-party District approved vendor and are in compliance with the Jessica Lunsford Act.

B. Provide an explanation or verification of how the charter school complies with Sunshine Laws as applicable to charter schools and laws governing public records.

Procedures for the Governing Board follow State Statute, Florida Sunshine Law, and Broward County School Board policy for open, public meetings. Meetings are run under Robert's Rules of Order and presided over by the Chairperson of the Governing Board, Mr. Simpson. Public meetings and record requirements are adhered to for all Governing Board meetings as stated in the Florida Sunshine Laws.

The Governing Board provides reasonable notice of all such meetings. Public meetings are properly notified in writing by posting a Public Notice on the website and displayed at the school in a visible area where parents are able to view. In addition, parents are properly notified 5 days prior to convening the meeting. The meetings are open to the public and are easily accessible by all persons, and are attended by the parent liaison whenever possible. The minutes of all Governing Board meetings are promptly recorded, and such records are made part of the public record upon conclusion of the meeting. All other requirements, as stated in Statute and Florida Sunshine Laws, are enforced and followed. Members of the public who wish to speak at a Board meeting are recommended to contact the Board to make such arrangements at least 12 hours prior to the meeting's start time. All members of the public that wish to address the Board have a maximum amount of time (3 minutes) to speak at the discretion of the Board Chair. Meeting minutes, budgets, and audited financial reports are posted on the school's website. The Governing Board members have all participated in the Board Governance Training as required by the State of Florida Department of Education under the tutelage of State approved trainer attorney, Kathleen Schoenberg. As per public record law, parents may request to inspect and copy their child's record in writing, in person or over the phone. The school responds to requests in a timely manner and produces the records in accordance with applicable law. Parents who are unable to attend Board meetings may find the parent liaison's contact information on the website. This person works to bridge the communication between school and home by helping parents get the information, help and support they need to ensure their child's academic and social success in school. Eagles' Nest Middle Charter School maintains an updated website, in order to enrich parental engagement and comply with s. 1002.33 (9)(p), F.S..

tremendous opportunity to enhance the high quality educational programs we currently provide to our students. Presently, we have partnerships with Publix and Sarpino's. Additionally, we are seeking partnerships with neighboring universities such as Florida International University whereby the school can accommodate student interns and the university can provide student volunteers as well as professional development for teachers.

Research indicates that parental involvement and community support are essential to optimal student development and the success of school programs. Therefore, we are committed to fostering high-quality relationships with parents and community stakeholders to gain strong support from them by creating an inviting school environment. Parents are involved in program planning and assisting in providing services that will meet the needs of students, families, and community stakeholders. We work cooperatively with parents and ensure that parents and community members are provided extensive opportunities to get involved in all aspects of the school programming. The School publishes a calendar of activities and programs, which offers parents, teachers, and other community members, opportunities to become actively engaged in the school's operation. The school's Governing Board has appointed a Parent Liaison to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Contact information for the Liaison is provided in writing to parents each year, and is posted prominently on the charter schools web site. The Liaison appointed by the Governing Board is physically present at PTRG meetings and other pertinent events and gatherings. Examples of areas where parents and community members are involved are listed below:

- Quarterly Parent/Teacher Conferences – will be scheduled at the school during the evening hours. Parents will be able to review their child's performance with their teacher and discuss strategies targeted at providing continued support and encouragement. Parental support may include parents dedicating volunteer time to offer their assistance at the school in various capacities.
- Open House Days, Career Fairs, Family Picnic – Such events will be held annually to foster and maintain communication and active involvement between the School and community stakeholders in and the surrounding community.
- The school's website, monthly newsletters, ParentLink, Social Media and monthly event calendars will all be used as a form of providing information to parents and encouraging their active involvement in the school. The above will also be used to maintain open lines of communication with parents.

Attachments

Section 3: GOVERNANCE, STAFF AND PARENTS

– No Attachments –

ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

Section Evaluation

Attachments Added Rhonda Stephanik, 12/3/19

Final Rating

Attachments Added

Educational Performance

- B. FSA (applicable years during the term of the current charter agreement)**
- C. EOC**
- D. AMO Standards**
- E. FLDOE School Grade (prior 5 years)**
- F. FLDOE Report Card**
- H. Early Warning Systems Data**
- I. Summary of Progress Monitoring Reports (prior 5 years), Most recent results AP1**

Financial Performance

- N. Fixed Assets Report Reconciled with General Ledger**
- Q. Projected Five (5) Year Budget for 2021-2025**
- R. Revenue Estimate Worksheet for 2020-2021**

Organizational Performance

- S. Student Enrollment Reports**
- T. Discipline Reporting (Each Category, Prior 5 Years)**
- U. Governing Board Member Training Certificates and Fingerprint Records**

Staffing Reports**V. Certification Self-Audits****W. A sample of School Newsletters Requesting Parental Involvement****X. Teacher and Administrator Evaluation Tools or Documentation Verifying Participation in an Approved Plan if recently updated****Y. Pay for Performance Plan and Salary Schedule Documentation Verifying Participation in an Approved Plan if recently updated****Attachments****Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE**

1.1	<u>B. FSA Reading</u>	Hope, Belinda, 11/1/19 1:39 AM	PDF / 187.045 KB
1.2	<u>B. FSA Math</u>	Hope, Belinda, 11/1/19 1:38 AM	PDF / 216.644 KB
1.3	<u>C. EOC Science</u>	Hope, Belinda, 11/1/19 1:37 AM	PDF / 148.213 KB
1.4	<u>C. EOC Civics</u>	Hope, Belinda, 11/1/19 1:36 AM	PDF / 143.311 KB
1.5	<u>D. AMO Standards</u>	Hope, Belinda, 11/1/19 1:34 AM	PDF / 285.576 KB
1.6	<u>E. FLDOE School Grade</u>	Hope, Belinda, 11/1/19 1:33 AM	PDF / 287.807 KB
1.7	<u>F. FLDOE Report Card 18-19</u>	Hope, Belinda, 11/1/19 1:33 AM	PDF / 765.694 KB
1.8	<u>F. FLDOE Report Card 17-18</u>	Hope, Belinda, 11/1/19 1:32 AM	PDF / 668.727 KB
1.9	<u>F. FLDOE Report Card 16-17</u>	Hope, Belinda, 11/1/19 1:32 AM	PDF / 156.498 KB
1.10	<u>F. FLDOE Report Card 15-16</u>	Hope, Belinda, 11/1/19 1:31 AM	PDF / 206.94 KB
1.11	<u>F. FLDOE Report Card 14-15</u>	Hope, Belinda, 11/1/19 1:31 AM	PDF / 197.223 KB
1.12	<u>H. Early Warning Systems Data</u>	Hope, Belinda, 11/1/19 1:29 AM	PDF / 236.874 KB
1.13	<u>I. Summary of Progress Monitoring Reports 19-20</u>	Hope, Belinda, 11/1/19 1:28 AM	PDF / 63.496 KB
1.14	<u>I. Summary of Progress Monitoring Reports 18-19</u>	Hope, Belinda, 11/1/19 1:28 AM	PDF / 249.496 KB
1.15	<u>I. Summary of Progress Monitoring Reports 17-18</u>	Hope, Belinda, 11/1/19 1:27 AM	PDF / 314.438 KB
1.16	<u>I. Summary of Progress Monitoring Reports 16-17</u>	Hope, Belinda, 11/1/19 1:26 AM	PDF / 362.551 KB
1.17	<u>N. Fixed Assets Report Reconciled with General Ledger</u>	Hope, Belinda, 11/1/19 1:23 AM	PDF / 91.479 KB
1.18	<u>Q. Projected Five (5) Year Budget for 2021-2025</u>	Hope, Belinda, 10/30/19 5:16 PM	PDF / 199.34 KB

1.19	<u>R. Revenue Estimate Worksheet 2020-21</u>	Hope, Belinda, 10/30/19 1:36 PM	XLS / 222.5 KB
1.20	<u>S. Student Enrollment Reports</u>	Hope, Belinda, 10/28/19 4:04 PM	PDF / 29.87 KB
1.21	<u>T. Discipline Reporting</u>	Hope, Belinda, 10/28/19 4:04 PM	PDF / 39.516 KB
1.22	<u>U. Governing Board Member Training Certificates/Fingerprint Records</u>	Hope, Belinda, 10/28/19 4:02 PM	PDF / 59.845 KB
1.23	<u>Staffing Report</u>	Hope, Belinda, 10/28/19 4:02 PM	PDF / 38.227 KB
1.24	<u>V. Certification Self-Audits</u>	Hope, Belinda, 10/28/19 4:00 PM	PDF / 39.742 KB
1.25	<u>W. A sample of School Newsletters Requesting Parental Involvement</u>	Hope, Belinda, 10/28/19 3:59 PM	PDF / 79.958 KB
1.26	<u>X. Teacher and Administrator Evaluation Tools</u>	Hope, Belinda, 10/28/19 3:57 PM	PDF / 93.022 KB
1.27	<u>Y. Pay for Performance</u>	Hope, Belinda, 10/28/19 3:56 PM	PDF / 81.33 KB

Recommendation

School Name: **Eagles Nest Middle Charter School**

Primary Contact: **Belinda Hope**

Submission Date: **November 1, 2019**

Recommendation Date: **February 3, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

Based on the review and evaluation of Eagles Nest Middle Charter School's Renewal Program Review, the Superintendent's Charter School Review Committee is providing to the Superintendent an approval for a five-year renewal with mitigating language of the school's charter agreement. The Superintendent will provide the approval to The School Board of Broward County, FL for final consideration.