



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-06-09 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Charter Schools/Management Support

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

ITEM No.:

L-1.

TITLE:

Charter School Renewal Agreement – DENOVO, Inc.

REQUESTED ACTION:

Approve the Charter School Renewal Agreement for DENOVO, Inc., on behalf of Ascend Career Academy – 5209.

SUMMARY EXPLANATION AND BACKGROUND:

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

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

See Supporting Docs for continuation of Summary Explanation and Background.

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

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: 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) Ascend Career Academy 5209 Executive Summary (3) Ascend Career Academy 5209 Renewal Agreement (4) Ascend Career Academy 5209 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

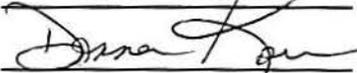
Signature

Leslie M. Brown

5/19/2020, 9:45:11 AM

Approved In Open Board Meeting On:

JUN - 9 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 DENOVO, Inc., on behalf of Ascend Career Academy – 5209.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for DENOVO, Inc., on behalf of Ascend Career Academy – 5209, 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 DENOVO, Inc. Ascend Career Academy - 5209

School Name	Ascend Career Academy
Implementation Year	2015-2016
Termination Date of Current Charter Agreement	June 30, 2020
Address	5251 Coconut Creek Parkway Margate, Florida 33063
Grades Approved to Serve	9-12
Grades Currently Serving	9-12
Current Enrollment	251
Target population	At Risk
Curriculum Focus	Re-engagement/Recovery
School Grade	Maintaining

On April 7, 2015, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing DENOVO, Inc., to open Ascend Career Academy – 5209. The original contract was effective for a five-year period, to conclude on June 30, 2020.

Pursuant to Section 1002.33(7)(c)1, Florida Statutes, a school's Charter School Agreement may be renewed subject to a program review and provided that none of the statutory grounds for non-renewal have been documented.

The Superintendent's Charter School Review Committee has reviewed and analyzed the Charter Renewal Process submitted by DENOVO, Inc., (Ascend Career Academy – 5209) and has recommended a renewal of its Charter Agreement.

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

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for DENOVO, Inc. (Ascend Career Academy - 5209), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Ascend Career Academy - 5209, is located at 5251 Coconut Creek Parkway, Margate, Florida 33063, which is located in District 7.

The governing board members of DENOVO, Inc., reside in Broward County, Florida and Middleton, Massachusetts.

CHARTER SCHOOL RENEWAL AGREEMENT

THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the
9th day of June, 2020 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

DENOVO, INC.,
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at:
5251 Coconut Creek Parkway, Margate, Florida 33063.

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a charter high school, grade levels (9-12) 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 (five) 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.

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

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

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

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

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

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

Section 2.D.1: **Non-Renewal Provisions:** At the end of the term of the Charter, the Sponsor may choose not to renew the School's Charter for any of the following reasons to the extent that such violations are not cured after notice and an opportunity to cure during the length of the current term:

(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 which is not the subject of a Corrective Action Plan or Financial Recovery Plan; 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 that cannot be justified or otherwise explained;

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

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

(e) a failure by the School to achieve fifty percent (50%) of the goals and outcomes of any School Improvement Plan/Accountability Plan developed for the School;

(f) receipt by the School of a state-designated grade of “F” in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receipt of an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by 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 Florida Department of Education. Schools assigned a School Improvement Rating rather than a letter grade will be considered the equivalent of an “F” grade if their School Improvement Rating is “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 which is not cured after notice and a reasonable opportunity to cure during the length of the current term.

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 to the extent that such violations are not cured after notice and an opportunity to cure during the length of the current term:

(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 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 Florida Department of Education. Schools assigned a School Improvement Rating rather than a letter grade will be considered the equivalent of an “F” grade if their School Improvement Rating is “Unsatisfactory”. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

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

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

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

(6) the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable as determined pursuant to §218.503, Florida Statutes;

(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 and to the extent such failure to comply is not addressed in a corrective action plan approved by the FDOE;

(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;

(12) the School's violation of any court order, as determined by a court of competent jurisdiction;

(13) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School if not cured by the Governing Board;

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

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

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

(17) the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years or more than once during any one fiscal year, where the School has been afforded an opportunity to cure such financial position by adhering to a financial recovery plan, as may be modified pursuant to Section 218.503, Florida Statutes, and failed to evidence improvement in the School's financial status;

(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, by a court with competent jurisdiction, or by the School Board after the School has received notice and an opportunity for a formal hearing, 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 and provided for within the School's approved budget;

(22) any other good cause shown, which shall include, without limitation, any material breach or violation by the School, which is not cured after notice and an opportunity to cure during the length of the current term, of the standards, requirements, or procedures of this Charter such as:

(a) the School's failure to timely submit monthly and 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 1003.43, Florida Statutes, or to the student progression standards set forth in Section 1008.25, Florida Statutes;

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

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

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

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

(o) the School's failure to comply with the Florida Building Code (including Chapter 533, Florida Statutes) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

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

(q) the School's failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other 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 as determined by a court of competent jurisdiction.

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

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

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

by the School in attaining certain achievement objectives, as referenced in Section 3.A., below, agreed to by the parties hereto and contained in this Charter.

Section 2.D.2.a: Notice from the Sponsor: Appeal: Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) days in advance of the proposed action. The notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes, within sixty (60) days of its receipt of a request from the School's governing body. Within thirty (30) days of its receipt of the Sponsor's final order, the School's governing body may appeal the Sponsor's decision pursuant to Section 120.68, Florida Statutes.

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

Section 2.D.3.a: Immediate Termination – Operations During Appeal: Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all of the keys to the School's facilities along with all security system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall turn over to the Sponsor all of the School's public property and public funds. The Sponsor shall further cooperate and afford the School immediate access to any and all records in Sponsor's possession and needed by the School in preparation of its appeal, upon School's request, to the extent that such records were turned over to the Sponsor pursuant to this section. 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) 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 appeals to the State Board of Education and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to Section 1002.33(8)(e), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

Section 2.D.3.b: Hearing Process: Pursuant to Section 1002.33(8)(d), Florida Statutes, the Sponsor's determination to immediately terminate the Charter is not subject to the provision of a hearing described in Section 1002.33(8)(b) & (c), Florida Statutes except that the hearing may take place after the Charter has been terminated. The School's governing body may, within ten (10) calendar days after receiving the Sponsor's decision to immediately terminate the Charter, request a hearing in accordance with Section 1002.33(8)(d), Florida Statutes.

Section 2.D.3.c: Sponsor Operation of School Pending Appeal: Unless the School has already ceased operations, the Sponsor shall, if feasible, assume operation of the School upon immediate termination and shall continue operating the School throughout the pendency of the hearing under Section 1002.33(8)(b)&(c), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students as determined by a local government having jurisdiction over the matter. 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 pursuant to Section 1002.33(8)(b)&(c), Florida Statutes. 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 and reasonable attorney fees and costs. This provision shall not be interpreted to require Sponsor funds to be used to pay School expenses.

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

Section 2.D.4: Post Termination Provisions: In the event that the Charter 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 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 is terminated (other than immediate termination) or non-renewed by the Sponsor, student records shall be turned over to Sponsor on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.c: Property/Assets of the School: The parties acknowledge that both the Sponsor and the School are public entities. In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor and except as otherwise provided by law; all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements, furnishings and equipment and any unencumbered public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances) following the School's exhaustion of its appellate remedies. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased directly with grants and funds provided by a governmental entity. Funds provided by the School and used by an education services provider ("ESP") company to purchase property and assets for the School are considered public funds. Any property and improvements, furnishings and equipment purchased without Article 12.0 funds for the School which have not been reimbursed by public funds shall be the property

of the School should the Charter terminate or not be renewed. Any assets existing at the time of expiration, termination or non-renewal of this Charter School Agreement, which have been funded by both Article 12.0 funds and non-public funds, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through Section 1002.33, Florida Statutes, or as specified in this Charter. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Charter School Agreement.

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

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

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

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

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

event of a voluntary termination, all post-termination provisions stated in this Charter shall apply other than the provisions for notice, hearing or appeal.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.G: **Additional Requirements:** The Sponsor reserves the right to require the School to adhere to School Board Policy 1163 and any additional requirements imposed upon charter schools by applicable law or rules or by the Florida Department of Education. The performance of the Sponsor of any of its obligations under this Charter shall be subject to and contingent upon the availability of moneys lawfully available for such purposes.

ARTICLE 3: ACADEMIC ACCOUNTABILITY

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

Section 3.A.1: **Initial Year Assessment and Evaluation:** The School will implement its educational program during the initial year as specified in the School's Approved Application (Appendix 1) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in its initial year that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading in the School's initial year shall be consistent with Florida Standards 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, as required 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 State Rule 6A-1.099827, the School shall comply with all state and local requirements pertaining to said Rule.

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

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

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

Section 3.A.2.b: Annual Assessments: The School's student performance will be annually assessed as described in the School's Approved Application (Appendix 1), in this Charter, and as specified in the School's applicable laws and rules. The School will annually implement its educational program as specified in the School's Approved Application (Appendix 1) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in each year that reading is a primary focus of the curriculum and the necessary resources will be implemented to identify and to provide specialized instruction for students who are reading below grade level. The School's annual curriculum shall be consistent with 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, 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 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.2.a: Graduation Cohort Information: The School shall provide the following information to the Sponsor on an annual basis in the timeframe established by the Sponsor:

- The percent and number of students that graduated within the cohort

- The percent and number of students that graduated post cohort
- The average number of credits earned by students on track for graduation in cohort during the school calendar year
- The average number of credits earned by students not on track to graduate within the cohort during the school calendar year

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 services, other than for the aforementioned services that is not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

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

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

Section 3.F: **State System of Grading Schools:** If the School receives a state-designated grade of “F” in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receives an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by FLDOE, such circumstances will constitute a material breach of this Charter and good cause for terminate or non-renewal of this Charter by the Sponsor. The equivalent of an “F” grade is defined as the School receiving thirty-one (31) percent of the total application points or less on the Florida Grades issued by the Florida Department of Education. Schools assigned a School Improvement Rating rather than a letter grade will be considered the equivalent of an “F” grade if their School Improvement Rating is “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:** 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 School Improvement Plan (SIP) for approval by the Sponsor. The Sponsor shall have the authority to approve and monitor the School’s development and implementation of any school improvement plan during the following school year as outlined in 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 School Improvement Plan.

Section 3.F.2.a: **Corrective Actions:** If the School fails to improve its student performance from that of the year preceding implementation of a School Improvement Plan, the Sponsor shall require the School to take one or more of the corrective actions specified in 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 School Improvement Plan. Correction actions may include:

Section 3.F.2.a.1: Contract for educational services to be provided directly to students, instructional personnel, and school administrators, as follows:

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

(b) The School may select an Education Management Organization or Academic Management Organization to provide services to the Schools students, teachers, and administrators, including services such as, but not limited to, instructional coaching, curriculum review and alignment, and data literacy.

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

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

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

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

Section 3.F.2.b: School Improvement Plan Implementation Meetings: When a School Improvement Plan is under implementation, the School's principal/director and a representative of the School's Governing Board shall appear at a 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 State Board of Education Rule 6A-1.09981, Florida Administrative Code - *School District Accountability*, based on Sections 1001.02, 1008.33, and 1008.345, Florida Statutes.

Section 3.H: Annual Accountability Report: The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33, Florida Statutes. The Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the Sponsor. This Annual Accountability Report shall be prepared pursuant to statutory requirements which shall include, but not be limited to, comparative student performance data and information required by Section 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include at least the following information:

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

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

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

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

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

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

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternate Sponsor-approved core reading plan. If the school chooses to opt-out of the Sponsor's K-12 CRRP, it shall provide to the Sponsor an alternative Research-Based Comprehensive Reading Plan in the format required by the Sponsor for review and approval no later than 90 days prior to the first day of school. The School has agreed to opt-into the 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 1000 students through its approval of this Agreement. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The parties agree that the approved school enrollment capacity is the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)2, Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) 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 Florida Department of Education, FLDOE, all as may be amended from time to time. The School shall immediately indemnify the Sponsor for any penalties imposed upon the Sponsor as a result of the School's noncompliance with this provision.

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

Section 4.E. **Annual Capacity Determination:** Any change in the School's approved maximum school enrollment capacity must be achieved through the amendment of this Charter. If a change in its maximum school enrollment capacity is desired for an upcoming school year during the term of this Charter, the School must provide notice to the Sponsor of the proposed change in school enrollment capacity and the facts supporting that request no later than February 28 prior to the school year in which the increased capacity is requested. The Sponsor shall consider the provisions of Section 1002.33(10), Florida Statutes, when determining whether to approve a requested change in school enrollment capacity. Modification of the contract_capacity shall not exceed 15 percent of the capacity identified in the charter maximum school enrollment capacity shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School.

Section 4.F: **Admissions and Enrollment Plan:** The School will be responsible for its enrollment process and shall admit and enroll students residing in the school district in accordance with Section 13C of the School's Application (**Appendix 1**) and Section 1002.33(10), Florida Statutes. Students who are at-risk of academic failure, as defined in Florida Statutes, shall be an

enrollment priority of the School. Informational meetings will be held by the School to inform interested parents/guardians of the mission of the School, the registration process, and required contractual obligations. The School will provide this information to parents/guardians in English as well as in other languages (e.g., Spanish, Haitian-Creole).

Section 4.F.1: Student Eligibility and Enrollment Preferences: The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceed the stated capacity of the School, class, grade, level or building as agreed to in **Appendix 1**. In such case, all applicants shall have an equal chance of being admitted through a random selection process. In future years, the time frame for accepting applications shall be mutually agreed to by the Sponsor and the School, but the School is not required to accept applications on the same schedule as Sponsor. The School's enrollment plan shall be in compliance with the following eligibility and enrollment considerations:

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

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

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

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

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

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

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

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

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

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

Section 4.G.5: **Inactive Student Records**: All inactive student records will be forwarded annually to the Sponsor. These records shall be forwarded each year prior to September 30 for any student withdrawing prior to June 30 of the previous year. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

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

Section 4.G.7: **Confidentiality of Student Records**: The School shall ensure that all student records are kept confidential as required by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C.,

Section 1232g) and Florida Statutes 1002.22 and 1002.221. The Sponsor has the right with reasonable notice, if it has a legitimate educational interest to review any and all student records maintained by the School including, without limitation, records pertaining to students in the Exceptional Student Education or English for Speakers of Other Languages (ESOL) programs at the School.

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

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

Section 4.H.2: **Sponsor's Responsibilities**: The Sponsor will have the responsibility of conducting the psychoeducational evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform psychoeducational evaluations of students initially referred for placement within exceptional student education, and any subsequent re-evaluation of students. The School will be billed for those services not covered by the administrative fee at the actual cost of these services. The School may obtain independent evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district. The Sponsor will monitor the School for ESE compliance with applicable federal, state and local policies and procedures.

Section 4.H.3: **The School's Responsibilities**: The School shall make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs

implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(1), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

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

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

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

educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

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

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

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

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

manuals and guidelines used for the process of identifying and classifying ELL students and for the provision of implementation of ESOL services to meet the needs of English Language Learners (ELLs).

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

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

Section 4.J: **Extracurricular Student Activities:** Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirements for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the Florida High School Athletic Association (FHSAA), unless such activity is provided at the School, so long as the School student meets the requirements of 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 administrative fee set forth in Section 1002.33(20)(a), Florida Statutes. 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 2017 on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the

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

Section 5.A.2.a: **Disbursement at Start of New Charter School:** In instances involving the start of a new charter school, until such time as the Sponsor has conducted an official enrollment count, the Sponsor may distribute funds on a monthly basis to the School based on verified student registrations submitted by the School to the Sponsor. In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor. Thereafter, the results of student enrollment counts and FTE student membership surveys must be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor will determine the School's actual state fundable FTE using Florida Department of Education FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis.

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

Section 5.A.4: **Millage Levy:** In accordance with the provisions of section 1002.33(9)(l), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues. However, nothing in this provision shall preclude a municipality from levying municipal taxes during a period in which the municipality is operating a charter school.

Section 5.A.5: **Holdback/Proration:** In the event of a state holdback or a proration which reduces 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, provided that the Sponsor, having received notice of such FTE funding adjustment, has sent notice to the School of the alleged errors so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceeding to challenge or appeal such audit findings. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) days from the date of notice of such assessment.

Section 5.A.5.a: **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) 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. Federal funds shall be reimbursed to the School by the Sponsor in accordance with, and following the School's compliance with, Section 1002.33(17)(c), Florida Statutes.

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

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

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

Section 5.A.10: **Charter School Capital Outlay Funds**; Section 1013.62, Florida Statutes, provides procedures and guidance for the distribution of capital outlay funds appropriated to Florida's public charter schools. Capital Outlay plans must be submitted to the FLDOE in the format and manner prescribed by the state. The Sponsor will review and verify the information uploaded to the FLDOE. The state determines approval of the School's Capital Outlay Plan. Each Capital Outlay plan must contain a written list specifically enumerating the proposed capital expenditures. Sales contracts, construction contracts, purchase orders, leases, lease-purchase agreements, rental agreements or bills of sale will be accepted by the Sponsor to document the School's expenditure of capital outlay funds. A copy of the previous year's annual audited financials must be submitted with a Capital Outlay plan as well as any other supporting documentation that verifies that the charter school qualifies for capital outlay funds. Conversion charter schools are ineligible for capital outlay funding allocations. After the Sponsor's certification of a Capital Outlay plan submitted by the School, the Sponsor shall deliver any public capital outlay funds [hereafter "CO Funds"] that are allocated and prorated to the School by the Commissioner of Education within ten (10) days of the delivery of such funds to the Sponsor by the Commissioner of Education. The property and/or improvements purchased by the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to the Sponsor pursuant to Sections 1002.33(8)(e) and 1013.62(3), Florida Statutes, and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of this Charter, or (b) the material breach of this Charter by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the School which have not been reimbursed by CO Funds or public funds shall be property of the School should the Charter terminate or not be renewed. However, ownership of an asset shall revert to the Sponsor in the event of termination or non-renewal of this Charter if the School's accounting records fail to clearly establish whether a particular asset was purchased with CO Funds or public funds or from another funding source. Except as otherwise provided herein and except for any interest conferred upon the Sponsor by applicable law or this Charter and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. The Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this section shall constitute a material breach of this Charter and good cause for its termination. The School shall provide Sponsor's Accounting Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Accounting Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

Section 5.A.11: **Information**: The Sponsor shall be entitled to inspection of the School's financial and pupil records upon request and reasonable notice. The School agrees

that it will submit in a timely manner to the Sponsor all information pertaining to the charter school that is necessary for Sponsor to comply with Section 1010.20, Florida Statutes.

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

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

Section 5.B: Sponsor Administrative Fee: The administrative fee calculated by the Sponsor shall be as defined in Section 1002.33(20)(a), Florida Statutes, not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. The Sponsor shall not withhold an administrative fee from federal or state grants unless explicitly authorized by law. Funds from the reimbursement of any portion of the administrative fee to the school shall be used only for capital outlay purposes as specified in Section 1013.62(2), Florida 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) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%)

per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

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

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

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

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

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

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

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

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

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 Rule 6A-1.0081, Florida Administrative Code, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(c) and (d), Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) in the same manner as the School’s annual financial reports, and presented along with the function/object dimensions prescribed in the Florida Department of Education publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools*, the “Red Book.” The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received and an inventory of the School’s property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 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 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: Annual and Monthly Property Inventories: The School's monthly financial reports submitted to the Sponsor shall include a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant, and any other public-generated funds). The School shall provide a subsidiary ledger of property purchased with public funds to the Sponsor on a monthly basis. If designated as a high performing school, such reports shall be submitted quarterly. A cumulative listing of all property valued at more than \$1,000 purchased with private funds will be submitted to the Sponsor by the School annually along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

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

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

Section 5.N.1: Annual Financial Audit: Distribution of Copies: The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's Governing Board during an exit interview conducted within seven (7) days of the conclusion of the audit. Within fourteen (14) days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the Florida Department of Education. If the audited financial statements reflect a deficit financial position,

the auditor is required to notify the School's Governing Board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to Section 218.39(1) and (8), Florida Statutes.

Section 5.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 30. 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.N.4: Unaudited Annual Financial Reports: The School agrees to complete Florida Department of Education Form ESE 145 using its unaudited financial statements for the year ending June 30th of each year of the term of this Charter. Form ESE 145 shall be provided to the Sponsor no later than August 15th of each year.

Section 5.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) working days after finding that a state of financial emergency exists. The School shall comply with the requirements of Section 218.501, Florida Statutes, regarding fiscal responsibility. The School's auditor shall report such findings in the form of an exit interview to the Chief Administrator/Principal of the School, and the Chair of the Governing Board, the Sponsor's Office of the Chief Auditor, and the Sponsor's Charter Schools Management/Support Department within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to Section 1002.33(7)(a)10, Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview.

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

Section 5.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. (CAP). The School and Sponsor shall work collaboratively to develop a CAP in accordance with Section 1002.345, Florida Statutes, and Section 6A-1.0081, F.A.C. If the School and Sponsor cannot agree on a CAP, then each will submit their own proposed CAP to the Commissioner of Education. 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 is located at: 5251 Coconut Creek Parkway, Margate, Florida 33063.

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

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

Section 6.B.1: **Florida Building Code:** The School agrees to use facilities that comply with the Florida Building Code pursuant to Section 1013.37, Florida Statutes, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, except for the State Requirements for Educational Facilities (SREF).

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

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

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

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

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

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

Section 6.C.4: **Shared Use of a Facility with Other Entities:** The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. The School shall disclose

the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

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

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

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

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

ARTICLE 7: TRANSPORTATION

Section 7.A: **Provision of Transportation by the School:** Transportation is the responsibility of the School and must be provided according to the district, state, and federal rules and regulations. The School agrees to provide for transportation of the School’s students consistent with the requirements of Chapter 1006 and Section 1002.33(20)(c), Florida Statutes, and any other rules or statutes pertaining to transportation provided to or by charter schools. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School’s students. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

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

School contracts with a Sponsor-approved private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.

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

Section 7.D: **Transportation Safety Compliance:** The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial drivers' licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the Transportation Department, with a copy to the Charter 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, provided that the Sponsor, having received notice from the State of such inaccuracy, has sent notice to the School of alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. 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; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: GOVERNANCE

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.B.11: make all required financial disclosure if the school is operated by a municipal corporation or other public entity under Section 112.3144, Florida Statutes;

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.F: Reasonable Notice to Sponsor of Governing Board Meetings: The Governing Board will provide the Sponsor with reasonable notice of the date, time, and place of its meetings. The School will provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings of its Governing Board, to the extent practical. The School will provide the Sponsor with draft minutes of each meeting of The Schools Governing Board within ten (10) days of each such meeting and a final copy of the minutes of each meeting within ten (10) days after approval of such minutes by the Governing Board.

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

Section 9.H: Changes in Governing Board: The names of the Governing Board Members and the School's Chief Administrator/Principal must be held current at all times and the Sponsor shall be notified immediately of any changes. The procedures for the replacement of Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to ensure

continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

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

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

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

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

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

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

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

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

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

Section 9.M: **School's Chief Administrator/Principal:** The duties of the School's Chief Administrator/Principal shall be as set forth in the School's approved Application (**Appendix 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, education service provider ("ESP") company, or ESP company agent or employee is directly responsible or wrongfully advises the members of the Governing Board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that Governing Board Member should immediately notify the Sponsor, the Florida Department of Education, and if deemed proper, the Attorney General, or any other proper authority.

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

ARTICLE 10: EDUCATION SERVICES PROVIDERS

Section 10.A: **Education Services Provider Agreement:** An educational services provider (ESP) is an individual or organization that provides services to a charter school for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE,

including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor within five (5) business days of execution of the ESP contract. In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. The School will submit written documentation demonstrating due diligence in the selection process of any ESP prior to entering into a contract after the date of this Charter and must demonstrate a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. Any default or breach of the terms of this Charter by the ESP company shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

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

Section 10.C: **Amendments:** A copy of any amended ESP services agreement shall be provided to the Sponsor within five (5) days of its execution.

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

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

ARTICLE 11: HUMAN RESOURCES

Section 11.A: **Hiring Practices:** The Parties to this Charter agree that the School shall select its own employees. The School agrees to implement the practices and procedures for

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

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

Section 11.B: **Reporting Staffing Changes:** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days of any new hires, leaves of absence, transfers and terminations. The School shall ensure the Total Educational Resources Management System (TERMS) data is updated upon the termination or hire of instructional staff and/or therapy service providers. The School shall also ensure course assignment changes are reflected as current in TERMS for all instructional staff. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

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

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff. In compliance with those requirements, the School's teachers shall be certified, and teaching infield and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with 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 be in compliance with its Application (Appendix 1) and the requirements specified in sections 11.G through 11.R.2 inclusive.

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

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

Section 11.I: **Codes and Principles of Conduct:** The School agrees that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

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

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

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

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

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

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

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

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

member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

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

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

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

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

ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS

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

ARTICLE 13: SCHOOL FOOD SERVICE

Section 13.A: **School Food Services; Extended Day Programs:** The provision of student food service at the charter school is the responsibility of the School and shall be provided according to applicable district, state and federal rules and regulations. The School shall make breakfast and lunch available to all students. Cafeteria services and extended day programs provided by the School shall be self-supporting. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same.

Meals will be distributed to students using a point of sale accountability procedure. If applicable, the School shall distribute Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to students and shall certify student eligibility for such programs using required federal rules and procedures.

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

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

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

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

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

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

ARTICLE 14: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

Section 14.K: **Notice Provision:** All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the address set forth below:

THE SPONSOR: Superintendent of Schools
The School Board of Broward County, Florida
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: Denovo, Inc.
Greg DuMont, Board Chair
5251 Coconut Creek Parkway
Margate, Florida 33063

WITH COPY TO: Denovo, Inc.
Casandra Murena
5251 Coconut Creek Parkway
Margate, Florida 33063

WITH COPY TO: Denovo, Inc.
Vincent Alessi, Chief Academic Officer
5251 Coconut Creek Parkway
Margate, Florida 33063

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

Section 14.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 Florida Department of Education 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.

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)

Denovo, Inc.
Non-Profit Organization

Attest: _____
Secretary
- or -
Julie J. DuMont
Witness
Camille J. Fair
Witness

by: [Signature]
Greg DuMont, Board Chair
Greg DuMont

STATE OF FLORIDA
COUNTY OF BROWARD

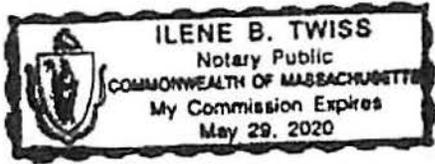
The foregoing instrument was acknowledged before me this 27th day of April, 2020 by Greg DuMont of Denovo, Inc. d/b/a Ascend Career Academy #5209, the Governing Entity. He took an oath and is personally known to me or has produced Ma Driver's license as identification.

My commission expires: May 29, 2020

(SEAL)

My commission expires: May 29, 2020

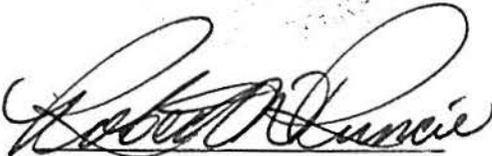
[Signature]
Signature - Notary Public
Ilene B. Twiss
Printed Name of Notary Public



FOR THE SPONSOR

(Corporate Seal)

ATTEST:

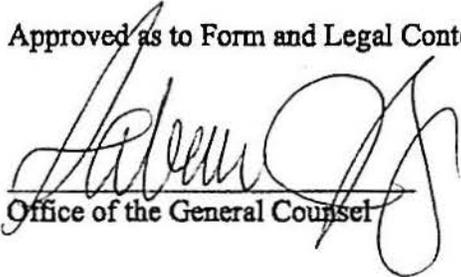


Robert W. Runcie
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

2019-2020 Charter Renewal Program Review

Charter Renewal Application #000445

Ascend Career Academy

Location Code: 5209

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:

Vincent Alessi
5251 Coconut Creek Parkway Margate, Florida 33063

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1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

GENERAL

A. School Information

School Type: **High**
 Grade Levels: **[9, 10, 11, 12]**
 School District: **Broward**
 Neighborhood / Community:
 Organization Type: **Non-profit Corporation**
 Sponsoring Entity: **Non-profit Organization**
 Address: **5251 Coconut Creek Pkwy Margate, Florida 33063-3962**
 Phone: **(954) 978-4555**
 Fax:
 Web Site: **ascendacademycharter.com**
 Calendar Type: **Standard - 180 instructional days**
 Educational Service **(None)**
 Provider:

B. Primary Contact Person

Name: **Vincent Alessi**
 Mailing Address: **5251 Coconut Creek Parkway Margate, Florida 33063**
 Mobile Phone: **5613053597**
 Alternate Phone: **9549784555**
 Email: **principal@ascendacademycharter.com**
 Current Employer:

C. Attendance Projections

Grade Level	2015-16 Enrollment		2016-17 Enrollment		2017-18 Enrollment		2018-19 Enrollment		2019-20 Enrollment	
	Min.	Max.								
9	32	35	34	38	37	41	40	44	41	45
10	58	63	63	69	68	74	73	80	75	83
11	83	92	91	100	98	109	106	117	110	121
12	115	127	125	137	135	148	144	158	149	164
Total	288	317	313	344	338	372	363	399	375	413

D. Board Members

Name	Title	Contact Information	Current Employer
Alessi, Vincent	Emergency Contact	P: 9549784555 M: 5613053597 E: principal@ascendacademycharter.com	
DuMont,	Board Chairperson	P: M: 6179017719	

Gregory

E: gjdumont@gmail.com

Hughes, Sayra Board Member

P:

M: 9543036555

E: sayrahughes@bellsouth.net

Leonti, Cheryl Board Member

P:

M: 9547564673

E: leontic@bellsouth.net

Leonti, Cheryl Board Member

P:

M: 9547564673

E: leontic@bellsouth.net

CHARTER SCHOOL RENEWAL INSTRUCTIONS

1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

Section Evaluation

No Action Required Rhonda Stephanik, 11/1/19

Final Rating

No Action Required

Attachments

Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

– No Attachments –

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

1. COVER SHEET

Section Evaluation

Final Rating

Complete Rhonda Stephanik, 11/26/19

Complete Jill Young, 11/27/19

Complete Donte Collins, 12/2/19

Complete

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

NAME OF CHARTER SCHOOL SEEKING RENEWAL: Ascend Career Academy

CHARTER SCHOOL LOCATION NUMBER: 5209
DATE: 11/01/2019

GRADES SERVED: 9-12

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: Denovo Inc DBA Ascend Career Academy

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: VINCENT ALESSI

TITLE/RELATIONSHIP TO NON-PROFIT: PRINCIPAL/COO

MAILING ADDRESS: 5251 COCONUT CREEK PARKWAY MARGATE, FL 33063

**PRIMARY TELEPHONE: (954) 978-4555
561) 305-3597**

ALTERNATE TELEPHONE: (

E-MAIL ADDRESS: PRINCIPAL@ASCENDACADEMYCHARTER.COM

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.

VINCENT ALESSI

Printed Name

PRINCIPAL/COO

Position/Title

VINCENT P ALESSI

Signature

11/01/2019

Date

Attachments

Section 1: COVER SHEET

– No Attachments –

SECTION BREAKDOWN

1. SECTION BREAKDOWN

Section Evaluation

– Not Rated –

– No Final Rating –

Attachments

Section 1: SECTION BREAKDOWN

– No Attachments –

EXECUTIVE SUMMARY

1. Executive Summary

Section Evaluation

Final Rating

Complete Matt Schroeder, 11/13/19

Complete

Complete Lourdes Panizo, 11/13/19

Complete Reynaldo Tunnermann, 11/13/19

Complete Allisyn Axelrod, 11/14/19

Complete Celina Chavez, 11/14/19

Complete Rhonda Stephanik, 11/18/19

Complete Donna Haynes, 12/2/19

Complete Sean Brown, 11/18/19

Complete Detra Adams, 11/19/19

Complete Kim Punzi-Elbiary, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Cecilia Zereceda, 11/21/19

Complete Rachel Askew, 11/22/19

Complete Celia Jimenez, 11/22/19

Complete Louise Ball, 11/25/19

Complete Debbie-Ann Scott, 11/25/19

Complete David Shelley, 11/25/19

Complete Leyda Sotolongo, 11/25/19

Complete Marilyn Johnson, 11/25/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Donte Collins, 12/2/19

Complete Brenda Santiago, 12/2/19

Ascend Career Academy Charter High School (ACA) was granted a charter to operate in a retail plaza situated in Margate, FL in 2015. At that time, the former management company projected 500 students for opening day. The projections were seriously flawed, and we began our school by servicing thirty-five students. We are presently serving 245 students, with limited advertising in the past five years. Basically, word of mouth is what brings students to us

The school has made substantial progress in the educational, financial and operational functions included within the charter agreement. Our original mission and goals, as stated in the charter application, have not changed; as we have since our first day of operation, we are still providing a safe, academically rich environment to at-risk students for whom traditional schools have not worked. The only changes that have occurred over the past five years have been in varying the methodologies and some of the academic content we provide. Our niche school effectively serves its target population.

This school has become a home for disenfranchised students. Students at Ascend are given opportunities to succeed, they are not judged on their past academic history. Instead, the school focuses on helping students build self-worth and self-esteem, recover their credits for graduation and aid in the attainment of a high school diploma. The physical environment at Ascend, purposefully designed, is akin to a college campus. High ceilings, couches, loveseats, and carpeting mute the excess noise and visually enhance the feeling of openness and accessibility. The interior space is also a "safe zone" because of backpack checks, metal detectors, buzzer entrance systems, video surveillance, an armed Margate PD officer, and a trained staff who are aware of the nuances of student behaviors.

Our after-school clubs also provide needed support. We currently serve the interest of students through the Gay/Straight Alliance, Anime, Journalism, Hispanic Dance, General Art, and yoga clubs. Approximately sixty students are in club attendance each day.

ACA is an emotional retreat, as well as an academic center for students who thrive in a safe, small environment. With all of that in place for the past five years, we anticipate that our next five will attract even more students who require an alternative environment to learn and successfully graduate. Students overwhelmingly noted their satisfaction with the care we exhibit every day. In a survey from October 2018, 88.47% of respondents said that the staff at Ascend creates an environment that helps students learn.

Our progress in the educational arena is also noteworthy. Ascend achieved a graduation rate of 37.1%, surpassing all SIR charter high schools in our district for the 2018-2019 school year. In addition to the highest graduation rate for SIR schools, Ascend has demonstrated success with special needs students, as evidenced by the fact that our SWD subgroup closed the learning gap when compared to the non-SWD subgroup. The learning gap was only 9% in ELA and 6% in Social Studies, as compared to the district gap of 35% in ELA and 31% in Social Studies for the same subgroups.

General concerns with academic deficiencies are constantly being addressed. Specifically, our students struggle in mathematics, as evidenced by low results on state tests. While this population is generally deficient in math skills prior to their enrollment, our school provides more facilitation through a blended learning approach, rather than whole group instruction, resulting in more one-on-one instruction. We will continue with this blended learning model in the next contract phase, but will enhance learning with the hiring of a para-professional and mandated tutoring sessions for students who are at risk of failing. Scaffolded instruction, which targets student

deficits and improves foundational skills, is being implemented, as we do for our struggling readers.

Financially, the deficit from day one resulted in major strategic planning to negotiate terms with lenders and vendors, and today, the school is managing a monthly surplus in excess of \$45,000, and has no financial constraints that would limit any services to students. Our primary lender has provided documentation of a loan in good standing, and our monthly budget reconciliations by an independent CPA firm consistently indicates compliance with generally accepted accounting principles. An auditing firm conducts an annual audit that has resulted in no evidence of required financial corrective action by the School Board of Broward County. As the school evolved, revised enrollment projections were significantly more realistic and the next five-year projection, based upon similar growth patterns, reflects a steady increase in enrollment and commensurate revenue.

Our school operations reflect a growing need for personal security and campus awareness of the possibility of any threats to students or staff. We are compliant with the Marjory Stoneman Douglas Public Safety Act. Student movement is deliberate and well-monitored, and evacuation halls are in place to shield students in the event of an emergency evacuation. Entrance into the facility is monitored by police each day. Students must pass through a TSA grade metal detector, and backpacks/personal items are checked before students can move into the building.

Food operations are carefully choreographed each day. Healthy food from a local catering company, in accordance with regulations established by Florida Department of Agriculture, provides two free meals a day, plus snacks, to ensure that students have access to nutritional meals. Many of our students do not eat enough at home, so extra food is ordered at a significant cost to the school. A hungry child cannot learn, and in some cases, we give students meals-to-go for dinner.

Ascend Career Academy Charter High School had a humble beginning, with a mission and goals that were meant to serve a needy population. In that effort, we created a safe, academically challenging environment that served many at-risk students but also provided a bridge to mainstream students who looked for a different environment that better served their needs. Upon renewal of our contract, we expect to serve more students who are looking for the hope and the promise of a better future.

Attachments

Section 1: Executive Summary

– No Attachments –

EDUCATIONAL PERFORMANCE

1. FEDERAL AND STATE ACCOUNTABILITY

Section Evaluation

Partially Meets the Standard Rachel Askew, 11/22/19

Final Rating

Partially Meets the Standard

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

Ascend Career Academy continues to earn a School Improvement Rating of "Maintaining," which it has held for the past three years. However, due to the nature of the students being served, the school has been designated as Comprehensive Support and Improvement (CS&I) per its overall Federal Index. The Federal Percent of Points Index (Federal Index) is used to identify schools in need of support. The Federal Index represents the federal accountability system (Every Student Succeeds Act [ESSA]) calculation, which includes the same components as Florida's accountability system that make up a school's grade with one additional component, an indicator for the progress of English Language Learners. In cases where a school tests fewer than 95% of its students, the number of students that make up the difference between those who were actually tested and those who should have been tested to reach the required 95% threshold are added back in to the denominators of the English Language Arts and Mathematics achievement components and are counted as non-proficient as required under federal law.

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

Ascend Career Academy has met all standards required for its School Improvement Rating of "Maintaining;" failing to score at a "Commendable" level due to its inability to test at least 90% of students. This is an area that the school continues to address since its target population often struggles with attendance and assessment issues. In particular, students who have not previously been successful on assessments are not motivated to continue to take them without appropriate interventions that help them achieve some type of intervening success. Along these lines, the school continues to improve its learning gains in both English/Language Arts and Mathematics, helping to demonstrate to students that they are making progress. Moreover, Ascend's Percent of Points for its School Improvement Rating increased by 5% in 2018-19 to a total of 41%. Since Ascend serves more Students with Disabilities (SWDs) than most charter schools and some traditional District Schools, it is important to look at the success of SWDs. According to the FLDOE Edu-Portal, for those years when Ascend had a sufficient subgroup size to be reported, it outperformed both the State and the District in closing the achievement gap for this subgroup. For the 2016-17 school year the graduation gap for SWDs was 9.4% for Ascend Students, 18.5% for Broward and 17.3% for the State. In 2017-18 the achievement gaps in ELA and SS were 9% and 6% respectively for SWDs at Ascend. For Broward SWDs, the gaps were 35% and 31% respectively and for the State, 38% and 34% respectively.

- If the charter school has not met these standards, what measures will be implemented for improvement?

As indicated, the school continues to strive to meet the 90% threshold for students tested in order

to attain the "Commendable" rating. Ascend's teachers and counselors meet regularly with students regarding their progress and encourage their continued efforts. School administration also reaches out to parents reminding them of the important role that assessment plays in accurately documenting progress for both the students and the school.

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

Since the State is no longer requiring schools to meet Annual Measurable Objectives (AMOs), Ascend Career Academy is now focused on other measures such as the components of the School Improvement Rating and the Federal Index. With 82% of its student population minority and 100% economically disadvantaged and past/potential dropouts, Ascend continues to focus on its learning gains and graduation rates for in and out of cohort. Both continue to show improvements. As such, the school will continue the practices that have contributed to its significant strides since its inception. These include the student-centered practice of adult/student conferences on academic, social and behavioral matters; after school tutoring, which targets deficits identified by classroom teachers, virtual teachers and managed software programs and a safe, welcoming and supportive school environment.

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

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

This is not applicable to Ascend Career Academy, however, the school continues to use data to drive instruction to meet and exceed the needs of all the students.

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

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

This is not applicable.

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

Reading – FAIR – 3 times per year

Math - APEX End of Unit Assessments – Approximately every 3 weeks

Science – APEX End of Unit Assessments – Approximately every 3 weeks

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

The students have made significant growth both in mathematics and reading; however, we will continue to implement research-based strategies to assist those students who are not making one year's worth of growth annually in mathematics and reading. While not all students have realized significant growth in mathematics, there has been real progress in English/Language Arts

(reading) and in the graduation rate. Since the overwhelming number of students enrolling at Ascend are deficit in these foundational skills and subsequent credits, it is not reasonable that these students will progress from a low Level One to a proficient Level Three in just one year. Therefore, incremental progress is the best indicator of success. To this end, Ascend will continue to implement research-based strategies to assist those students who are not making one year's worth of progress in these critical subjects.

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

Ascend will continue to implement research-based strategies to assist those students who are not making one year's worth of progress in these critical subjects.

Tutors will focus on the following five standards that describe how mathematic content is taught:

1. Problem Solving: Engage in task for which the solution method is not known in advance.
2. Reasoning and Proof: Think analytically.
3. Communication: Share ideas and clarify understanding.
4. Representation: Understand ways in which mathematical ideas are represented.
5. Connections: Understand how mathematical ideas interconnect and build on one another.

Reading tutorials are on site in regularly scheduled classes and are provided by Florida certified reading teachers will include:

- Essential Questions – Instruction focuses on the deep and abiding questions students face in their lives, such as “Does an individual's success depend on the individual or the environment?” or “What keeps us together and what pulls us apart?” Essential questions have no right or wrong answers and allow students and teachers to assume varied roles in the process of inquiry around topics that matter.
- Teacher Read Aloud/Think Aloud - Teachers model fluent and motivational reading daily. Reading aloud includes teacher think-aloud, as well as highlighting key vocabulary and text structure.
- Academic Vocabulary/Word Study - Word walls contain continuous and current academic and content specific vocabulary words. Word wall activities are interactive and engaging, and students review words through whole group activities, small group activities, and individual practices when appropriate to the daily instructional focus. Word study includes structural analysis of word parts (prefixes, root words, suffixes) as well as contextual analysis (context clues, signal words, punctuation clues, multiple meanings and other clues) to determine meanings of unknown words.
- Pre-Reading Instruction – Scaffolding in the form of pre-reading instruction will be implemented using the gradual release model and should not pre-empt students reading and grappling with complex, challenging texts and literacy tasks such as writing to text, independently. Pre-reading instruction includes building motivation and interest using authentic and relevant “hooks” to engage readers, including read think/think aloud around motivating and related topics. Pre reading instruction may include, when appropriate, anticipation guides, new vocabulary and word study, discussions to set purposes for reading, previewing text and text features, making and confirming predictions, identifying text structure and organization, and activating prior knowledge. Students may construct graphic organizers to use during and after reading.
- During Reading Instruction - Scaffolding in the form of during-reading instruction will be implemented using the gradual release model and should not pre-empt students reading and grappling with complex, challenging texts and literacy tasks such as writing to text,

independently. During reading instruction should focus on text-dependent questions. Students actively read in pairs, with the teacher, individually, and/or silently. Students analyze text features, text structure, visuals and/or data and write to text using evidence or claims from the text to justify responses. Cooperative groups may jigsaw reading or engage in shared reading. Text-dependent questions aligned to reading benchmarks and higher levels of Bloom's Taxonomy or Webb's Depth of Knowledge will be asked during reading and students encouraged to pose their own questions to guide reflection and learning. Students discuss, write, practice and complete literacy tasks in pairs, small groups, or individually. Reciprocal teaching and evidenced based reading strategies such as text coding, margin notes, students generating their own questions, and writing to text helps students clarify ideas, paraphrase, summarize, predict, and comprehend complex text.

- After Reading Instruction - Scaffolding in the form of after-reading instruction will be implemented using the gradual release model and should not pre-empt students reading and grappling with complex, challenging texts and literacy tasks such as writing to text, independently. Students discuss, write and apply information from texts and make relevant and authentic connections within in and across other texts and literacy performance tasks. Students complete informal assessments such as reflective writing in journals and learning logs, "tickets out the door," or writing to learn, such as summaries to complete graphic organizers. Students may also work on research/inquiry projects and/or complete program-specific assessments or district assessments that meet learning objectives. Student work is reviewed, and students given reflective feedback for learning. Work is saved and archived in student folders or portfolios for ongoing review and monitoring of student progress to attain mastery of NGSSS benchmarks and college and career readiness objectives as defined by the Common Core State Standards.
- Independent Reading – Students develop stamina and motivation for independent and sustained silent reading of increasingly more rigorous and complex texts when they can self-select texts that are relevant and culturally relevant and meaningful to them. Teachers model comprehension-monitoring strategies to help students build independence as readers. Teachers monitor independent reading for engagement and connect with each student at least weekly to monitor progress. Reading logs or journals, text talk, book passes, and peer recommendations help students make connections to text. Classroom libraries should include a wide variety of reading genres, of varying complexities, including complex, stretch texts, as well as e-books and other text resources online, through the school's media center, and resources outside school.
- Differentiated Instruction - Teaching all students to read requires that every student is carefully monitored to determine that instructional content and delivery of the reading instruction that best meets student needs. Small teacher-directed groups meet for more intensive intervention in word study, fluency, comprehension or vocabulary, if and as needed. Project based learning, writing, student inquiry and research, and authentic presentation tasks provide varied and motivating opportunities for students to demonstrate their learning using multiple, complex texts, integrating interdisciplinary performance tasks across various content areas.

The following measures will be taken to address the lack of annual growth in an annual school year:

- The school will implement a school-wide silent reading program
- Novel studies will be added to the curriculum
- The school will research and implement additional research-based programs to enhance the Mathematics and Reading curriculum
- The school will engage the services of outside consultants to assist in the areas of classroom management, curriculum development, and SEL learning strategies.
- The school will create a formal parent involvement group to enhance communication amongst stakeholders.

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

50% of the students in the lowest quartile are not making a year's making worth of growth annually in Math and Reading. The educational performance of the school is directly impacted by the at-risk students who come to Ascend who arrive seriously behind in skills level, attendance and behavioral concerns. Also, the lowest quartile has a very limited subgroup size within Math and Reading and therefore, was not in the SPARS report beyond 2016-17.

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

The school will implement the scientifically research-based rotational instruction model (RIM) for reading. RIM has a minimum of three literacy stations including technology, teacher-directed small group differentiated instruction, and independent reading. Additional centers may include writing response journals, test-taking strategies, book discussion groups, student-to-student listening and speaking, or a cooperative learning activity. The RIM consists of five components:

1. Whole Group Warm Up
2. Independent Reading
3. Small Group Instruction
4. Interactive Reading
5. Whole Group Wrap Up

The Rotational Instructional Model is designed to increase student engagement and achievement. The model ensures systematic delivery of explicit instruction, scaffold instruction, and differentiation. The purpose of the RIM is to foster a balanced literacy program with struggling readers. Students will have three intervals of engaged learning in modeled, guided, shared, and independent reading lessons. The role of the software is corrective reading; the small group facilitator continues the process with face-to-face remediation and opportunities for guided and shared reading.

In an effort to increase academic performance in Math, ACA will provide the following services to our students:

- The school will employ a qualified paraprofessional to pull out students and provide remediation.
- The school will research and implement additional research-based programs to enhance the curriculum.
- The school will purchase and utilize the use of manipulatives to enhance the hands-on learning experience of the students.
- The teachers will ensure that instruction is scaffolded and differentiated to meet the needs of all students.

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

Ascend Career Academy is appropriately administering all applicable State standardized test to its students. While the school continues to strive to have a minimum of 90% of the eligible students tested, it continues to exceed the 80% threshold established to receive a School Improvement Rating of "Maintaining."

- **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?

As indicated, the school continues to strive to meet the 90% threshold for students tested in order to attain the "Commendable" rating. Ascend's teachers and counselors meet regularly with students regarding their progress and encourage their continued efforts. School administration also reaches out to parents reminding them of the important role that assessment plays in accurately documenting progress for both the students and the school.

The school has provided additional incentives such as the provision of movie days, food incentives and game room participation to motivate and increase the attendance for testing.

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

Ascend Career Academy continues to strive toward meeting or exceeding the performance of similar schools with closely comparable populations. While an increased focus on mathematics is needed, Ascend has performed well in English/Language Arts and in Graduation Rate for an Alternative, Charter School with 100% economically disadvantaged students, which is more than 20% higher than the comparable schools and with the highest number of Students with Disabilities at 19.3%. The comparable schools averaged just under 13%.

2018-19 Graduation Rates

School Name	Graduation Rate
Sun Ed	10.9%
Academic Solution A	32.6%
Sunrise	30%
Andrews High	32.5%
Sunfire	7.5%
Academic Solution	35.5%
Ascend Career Academy	37.1%

School Name And Number	Percentage in Level 3 or Above 9th Grade	Percentage in Level 3 or Above 10th Grade
Ascend Career Academy (5209)	26	10
SunEd High School Of North Broward (5861)	17	3
Academic Solutions Academy A (5233)	9	7
Sunrise High School	0	3
Andrews High School (5009)	19	4
Sunfire High School (5060)	8	7
Academic Solutions High School (5028)	13	8

Mathematics – 2018-2019 (Fall Scores)

School Name And Number	Percentage in Level 3 or Above	Percentage in Level 3 or Above
	Algebra 1	Geometry
Ascend Career Academy (5209)	8	3
SunEd High School Of North Broward (5861)	21	14

Academic Solutions Academy A (5233)	*	0
Sunrise High School (5481)	3	2
Andrews High School (5009)	9	2
Sunfire High School (5060)	0	7
Academic Solutions High School (5028)	9	16

I. Identify the charter school's school grade.

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

Ascend Career Academy does not receive a school letter grade.

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

Ascend Career Academy continues to earn a School Improvement Status of "Maintaining," which it has held for the past three years. However, due to the nature of the students being served, the school has been designated as CS&I per its overall Federal Index.

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

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

This is not applicable.

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

Ascend Career Academy continues to earn a School Improvement Status of "Maintaining," which it has held for the past three years. However, due to the nature of the students being served, the school has been designated as CS&I per its overall Federal Index.

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

Ascend failed to score at a "Commendable" level due to its inability to test at least 90% of students. This is an area that the school continues to address since its target population often struggles with attendance and assessment issues. In particular, students who have not previously been successful on assessments are not motivated to continue to take them without appropriate interventions that help them achieve some type of intervening success. Along these lines, the school continues to improve its learning gains in both English/Language Arts and Mathematics, helping to demonstrate to students that they are making progress. Moreover, Ascend's Percent of Points for its School Improvement Rating increased by 5% in 2018-19 to a total of 41%. Ascend's teachers and counselors meet regularly with students regarding their progress and encourage their continued efforts. School administration also reaches out to parents reminding them of the important role that assessment plays in accurately documenting progress for both the students and the school.

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

Ascend Career Academy has maintained a graduation rate of 37.1% for the past two years, higher than comparable, alternative charter high schools.

- **Provide in-cohort and post-cohort graduation rate data.**
- **What has been the charter school's graduation rate goal?**

The initial goal based on an unknown student population was 50%. This was determined by a review of rates at area district high schools, a potential population with foundational reading skills and a significantly higher enrollment. Based on the most current data available, the first year a cohort was eligible, there were only 31 students with a graduation rate of 25%. This increased to 60 the following year with a rate of 37.1%. While enrollment was far lower than expected, efforts to attain the initial goal are trending in a positive direction.

- **What steps has the charter school taken to meet or exceed this goal?**

After its initial years as an alternative charter school, the administration and support staff realized that the targeted student population was far more needy academically and socio-emotionally than initially expected. As a result, Ascend has developed a student-centered approach to supporting its students while continuing to allow as much flexibility as needed. Before starting classes, each student meets with the guidance director to develop an individual plan for graduation. The guidance department continuously monitors all students to ensure they remain on track for graduation. For students not on track, the School-Based Team reviews student progress and implements the MTSS to discern specific issues and needed interventions. Among these are after school tutoring, additional counseling, online and face-to-face academic support along with more frequent monitoring.

- **What measures will the charter school implement to increase its in-cohort and post-cohort graduation rate to meet its goal?**

Ascend increases both in-cohort and post cohort within the same process. From their first day at the school, students are given a roadmap that highlights their blueprint to graduation even if they are beyond their cohort group graduation date. We also provide opportunities for one-on-one tutoring and strongly encourage our teacher to contact parents and remind them that tutoring is scheduled four days per week.

- **How has the charter school supported students in meeting college, career, and life readiness? (Provide specific schoolwide strategies)**

All students review their anticipated progress in their orientation visit with the Guidance Director and are provided with an engaging standards-based blended curriculum that allows them to actively participate and perform well. In addition to the career focused classes, students are provided with a wealth of post-secondary options. The students at Ascend are given opportunities to succeed, they are not judged because of their past academic history. Instead, the school focuses on helping students build self-worth and self-esteem, recover their credits for graduation and aid in the attainment of a high school diploma. Students build resumes and are coached for interview skills. They also are required to take a financial literacy elective class to prepare them for their post-graduate life choices. The school is now pursuing industry certification classes that will result in Microsoft certification

- **Describe the student support measures implemented to increase student attendance (SIR Schools only)**

Ascend Career Academy provides a safe and welcoming environment for its students. The school promotes and encourages diversity and individuality. This has resulted in improved attendance and a higher level of classroom engagement. Should any student be absent for three consecutive days without parental input, communication is made with the home to ascertain the situation and to determine whether additional supports may be needed. A Mental Health counselor immediately assesses each student upon enrolling at the school or after a staff/administrator referral and depending upon the results of the assessment, students are directed to school or community resources as warranted.

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

ACT Data

SAT Data

In order to increase graduation rates, students who are have been unsuccessful with the Florida Standards Assessments are informed about the 3 alternative assessments, the ACT, the SAT and the PERT. Students are provided with ACT/SAT fee waivers, in-school tutorials and tutoring utilizing Khan Academy and ACT Preparatory Courses. In addition, the school also provides free afterschool tutoring to prepare the students for these alternative assessments.

Attachments

Section 1: FEDERAL AND STATE ACCOUNTABILITY

– No Attachments –

2. MISSION-SPECIFIC ACCOUNTABILITY

Section Evaluation

Meets the Standard Rhonda Stephanik, 11/26/19

Meets the Standard Jill Young, 11/27/19

Final Rating

Meets the Standard

A. What is the school's mission?

The mission of Ascend Career Academy is to serve those students who require a different academic challenge, less focused on a formal school environment, in order to ensure that each participant recognizes the value of dignity, discipline, responsibility and high expectations as they pursue their school diploma and life's ambition.

B. 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.

Ascend Career Academy has made significant progress toward achieving the school's mission. Since the school's inception, enrollment has grown at a steady pace with assistance from the Charter School Program (CSP) Grant. Ascend utilized funding from the grant to advertise in social media and in local print media in the first two years. The school provides a safe and welcoming environment to those students, who for various reasons, have not or were not able to be successful in a more traditional school setting. This alternative environment stresses what students need to know and are expected to learn. Students are treated with respect and are taught the values of good citizenship.

Ascend strives to help each student earn his/her high school diploma. Since its inception, Ascend's graduation rate has steadily grown. For the past two years, the graduation rate has been 37.1% (the highest amongst comparable schools). The school will continue to implement various actions steps to increase the number of students who receive a high school diploma.

Students at Ascend are exposed to successful career pathways that provide them with skills necessary to enter the workforce or to further their education. The students at Ascend are given the opportunity to earn certification through the CTE classes through the Microsoft Office Certification Program. All students are required to take Financial Literacy; they are taught how to make informed financial decisions as responsible citizens. In addition, Ascend Career Academy

also promotes and highly encourages continuing education. The school partners with Broward College in efforts to aid students in navigating, as well as, clarify any misunderstandings about the post-secondary process. Representatives from the college visit Ascend multiple times each year and hold different sessions on topics to include college courses, college application process, financial aid, and career choices/outlook.

All students review their anticipated progress in their orientation visit with the Guidance Director and are provided with an engaging standards-based blended curriculum that allows them to actively participate and perform well. In addition to the career focused classes, students are provided with a wealth of post-secondary options. The students at Ascend are given opportunities to succeed, they are not judged because of their past academic history. Instead, the school focuses on helping students build self-worth and self-esteem, recover their credits for graduation and aid in the attainment of a high school diploma. Students build resumes and are coached for interview skills. They also are required to take a financial literacy elective class to prepare them for their post-graduate life choices. The school is now pursuing industry certification classes that will result in Microsoft certification.

- **If the charter school is not making significant progress towards these goals, explain the plan that the charter school will implement to achieve the school/mission-specific goals.**

Many students come to Ascend with significant life issues that interfere with academic progress. We welcome single teen parents, students who are supporting their extended families, students who are living independently of their biological parents, and students who have experienced significant loss from the death of family/friends and/or incarceration of loved ones. Moreover, most students are lacking significant credits earned and important foundational skills in reading and mathematics, as a result, the amount of time required to move students has become considerably longer than initially anticipated. However, when adjusting for these deficits, the results are most promising – especially in the area of graduation rate. To this end, the school has initiated more face-to-face courses, extended learning opportunities beyond the school day and specific, skill-development software

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Attachments

Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

3. EDUCATIONAL PROGRAM IMPLEMENTATION

Section Evaluation

	Final Rating
Does Not Meet the Standard Matt Schroeder, 11/13/19	Partially Meets the Standard
Partially Meets the Standard Brian King, 11/13/19	
Does Not Meet the Standard Donna Haynes, 11/18/19	
Meets the Standard Allisyn Axelrod, 11/21/19	
Meets the Standard Kim Punzi-Elabiary, 11/21/19	
Meets the Standard Laurie Steinberg, 11/21/19	
Partially Meets the Standard Celia Jimenez, 11/22/19	
Meets the Standard David Shelley, 11/25/19	
Meets the Standard Celina Chavez, 11/25/19	
Partially Meets the Standard Louise Ball, 11/25/19	
Partially Meets the Standard Marilyn Johnson, 11/26/19	
Partially Meets the Standard Hanne Rega, 11/26/19	
Meets the Standard Detra Adams, 11/26/19	

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

The mission of Ascend Career Academy is to serve those students who require a different academic challenge, less focused on a formal school environment, in order to ensure that each participant recognizes the value of dignity, discipline, responsibility and high expectations as they pursue their school diploma and life's ambition.

Ascend Career Academy's faculty and staff work as a collaborative team in order to meet the individual and diverse needs of all our students. Each student at the school is treated as an individual and taught as an individual. Ascend is not your typical high school. In addition to providing an engaging curriculum, the school prides itself on the focus it provides to the

social/emotional well-being of all students. From the initial orientation with the Guidance Director to the scheduled mental health intake assessment with a trained mental health counselor, students are monitored in a formal RTI process and through informal check in the classrooms each day. Any indicators that a student may be in distress are immediately conveyed to counselors or administrators. All students know that they are expected to do well and more importantly, all students know that there is always someone at the school who is always willing to assist. The students are taught in a "home-like" setting where they can learn according to their own unique learning styles.

The school environment is especially secure providing the students with a strong element of safety. Negative behaviors and bullying are not tolerated. The school stresses individual differences and acceptance of others. It is important for students to realize that this is not a typical school environment. Rather, students can obtain as much or as little support as needed to help them succeed academically, socially or emotionally. The focus is as much on personal growth as it is on their educational growth.

Over the past five years, there have been significant changes in the way student progress has been monitored and evaluated. Many of the elements identified in the original charter application have been modified or eliminated through both State and Federal Legislation. However, the types of students that Ascend attracts, their problems, shortcomings and struggles remain a constant – as does their goal of receiving a high school diploma. Moreover, as with many educational models and pedagogy, there is no one solution for every student. Ascend continues to review and revise its curricula, methodologies and interventions to best meet the very diverse needs of its students.

- **If the charter school has been designated a state-mandated School Improvement Plan (SIP) school, explain how it plans to meet the goals stated in the approved SIP.**

As a SIR school, Ascend does not fall under this state requirement

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

Ascend Career Academy has been successfully implementing research-based curriculum and instructional strategies that prepare students to achieve the Florida State Standards. Ascend follows the Student Progression Plan of the School Board of Broward County (SBBC) which is consistent with the provisions of the Florida Statutes inclusive of, but not limited to, required curriculum, instruction, assessment, college readiness and graduation. The policy also incorporates all State Standards as referenced in the Florida Statutes, including the Multi-Tiered System of Supports/Response to Intervention (MTSS/RTI) program that provides intervening services to students who may be struggling or who may have difficulties.

Each student at Ascend Career Charter High School is provided with his/her own laptop. The student is permitted to keep the laptop for the entire school year. This is extremely important for the program and type of student we serve. Having the flexibility to continue working when school is not in session is most valuable for those needing additional time, or for those with a desire to complete the work at a faster pace. Ascend employs a blended learning educational model which is student centered and where the teacher utilizes a variety of research-based methods to help the students learn based according to their individual styles and needs.

Ascend Career Academy has chosen to implement the State-approved Broward County Public Schools - K-12 Comprehensive Research-Based Reading Plan (CRRP). The CRRP will provide teachers a systemic framework for literacy instruction, and will assist all departments in focusing on the teaching of reading and writing throughout each content area of the curriculum. Additionally, it provides core and supplemental reading intervention programming for every

student who is reading below grade level. Many of Ascend's students require additional support in the area of reading. This is provided by a Florida-certified, reading teacher who delivers lessons face-to-face during the school day or through after school tutorials. This allows students a good deal of flexibility while addressing this critical, foundational skill. Additionally, research has shown that it is not the specific reading program, but the certainty of reading time with appropriate guidance that promotes a solid foundation at the secondary level (Ivey and Broaddus, 2000). The research indicates that this is accomplished by (a) moving independent reading to the forefront of instruction, (b) providing access to varied reading materials, (c) approaching reading instruction as a developmental process, and (d) learning about individual students as readers and writers. Optimally, this should be implemented with consistency throughout the year, with the available reading materials that include nonfiction works addressing areas of student interest. In the case of Ascend, this will take the form of specific, career pathway information.

Ascend will be expanding its review of both the school's face-to-face mathematics program along with the that of the APEX program for alignment with the National Council of Teachers of Mathematics (NCTM) Focus in High School Mathematics: Reasoning and Sense Making Curriculum and locally employing State of Florida certified mathematics teachers. This is especially relevant in preparing students to face the economic and workforce challenges of an increasingly global, technological society by helping them apply mathematics in a variety of contexts, including their future lives as responsible citizens. Ascend supports the NCTM's belief that in order for students to receive a high quality mathematics education, they must understand the need for mathematics in everyday life. In addition, the school continues to place teachers who, besides being content experts, are also able to make the connection between the mathematics content and process standards within the curriculum. Moreover, proper delivery of instruction drives academic success when teachers know the learners, know their resources, and are aware of the strategies needed to improve student learning.

Ascend has also horizontally aligned courses to capitalize on opportunities to cross connect core curricular elements and enhance the learning experience with a real world approach designed to help motivate students and promote a stronger career focus. By integrating the practices of Understanding by Design, High Schools that Work, Differentiated Instruction, and several of the other tenets of the Ascend approach, students will be able to develop interdisciplinary, individualized, and career-based projects to demonstrate mastery of Florida and Next Generation Standards.

- **Provide grade-level specifics for K-2, 3-5, 6-8, and 9-12 for curriculum implementation and progress monitoring, as applicable to the charter school's grade levels served. Include a separate explanation for ELA and Intensive Reading at the secondary level, if applicable.**

Apex Learning

Ascend uses State approved Apex Learning courses to serve as the primary curriculum for mathematics, social studies, and science. Aligned to the Florida State Standards, each Apex Learning course is a complete course of study with depth of instruction and integrated formative and summative assessment. After completing each course, the student is prepared to take the end of course exam and/or the associated state assessment.

Critical thinking, problem solving, and questioning are integrated into all courses to support engagement and active learning. Students observe, inquire, confirm, connect, and create as they organize information and build knowledge in Apex Learning lessons. There are frequent opportunities to check one's understanding, empowering the learner to look back or ahead and control their own progress.

Each Apex Learning course is carefully crafted with a predictable, consistent, and coherent unit-lesson-activity structure to facilitate use by teachers and support for learners. This clearly presented content is helpful for adolescent learners. Objectives are presented in ways that tap the interests of learners and effectively use technology to involve and challenge. Heeding research on active learning, anticipatory frames focus students on what they need to know and do in the units and lessons. “Big questions” and conceptual frames trigger students’ curiosity and elicit their initial thoughts about the principal ideas. Not only do students anticipate what is coming and what is expected of them, but with the digital platform, the objectives also remain transparent, a click away wherever students are in the lessons. Having a window on the overall learning process improves students’ progress toward the goals.

Direct instruction components in Apex Learning lessons often lead with real-world examples and with challenging questions to make the content inviting and relevant for adolescents. As students learn academic content with Apex Learning digital curriculum, they are supported with scaffolded instruction that effectively uses research-based reading and comprehension strategies—including questioning, advance organizers, summarizing, and note taking—with instructional supports available as needed to provide extra support. These active reading strategies deepen connectedness of text both online and in print.

The presentation of information in Apex Learning is constructed to reduce extraneous process and promote student learning. It begins with consistent navigation throughout Apex Learning Courses and Adaptive Tutorials. Using the table of contents, it is easy for students to select and see the corresponding content. Content is carefully presented so that students have appropriate access to multimodal information without being overwhelmed, and the conversational voice of the instruction stimulates learning. Throughout activities there is a balanced mix of reading, observing, listening, watching, and doing, where effective use of text, pictures, audio, video, and interaction capture and keep learners’ interest. Multiple modes of media are used in activities to deepen understanding of complex information and challenging concepts. For example, with the digital curriculum, students studying biology can learn the concept of population growth by viewing a short video on how populations use resources. They can learn about the same concept by reading illustrated text on how the human population is expanding. They can also change variables in a simulation of carrying capacity in which the consequences of population growth become immediately visible. And they can listen to audio on how technology is being used to meet population challenges—all while taking notes in a graphic organizer. Students are never presented with a long video or text passage, and they are never presented with media without an opportunity to respond to it with something other than a quiz. In this active online learning environment, deep understanding results from the range and diversity of experiences students have with content. Persistence and resiliency result from encouragement, formative feedback, and steady reminders to use all the resources at hand to solve a problem rather than walk away from it.

Apex Learning has taken special care to present all content in small “chunks”—in learner-paced segments rather than being presented in one continuous stream—with limited content on one page of instruction. This supports research on both processing of information and student engagement. Within these small segments, prompts and interactive exercises give students frequent opportunities to check their understanding and apply what they learn.

Constructive practice is a key element of Apex Learning digital curriculum. Practice follows direct instruction, so students are familiar with the skill and practice is effective. Practice segments are directly related to the instruction provided and allow students to apply learning and thinking skills obtained in the instruction. Practice occurs frequently throughout the digital curriculum; it is not reserved for the end of a large segment of instruction. Both computer-scored and teacher-scored

practice opportunities are woven throughout the curriculum. Students are provided with immediate feedback that provides direction and corrections, not just recognition of the correctness/incorrectness of the response.

Apex Learning embeds scaffolding in the structure of its digital curriculum to serve as a bridge that builds upon what students already know to help them arrive at something they do not know (new learning). Apex Learning digital curriculum includes both strategic scaffolds aimed at increasing the comprehension capacity of learners and adaptive scaffolds which are changes to content or texts that make them more accessible

Apex Learning provides supports that students opt into (choose to activate or use) as they need them, such as linked vocabulary or support cards. In addition, tools provide digital, interactive versions of common offline tools and manipulatives. This includes resources such as math manipulatives and simulations of processes and procedures.

The supports and tools differentiate instruction: more advanced students can accelerate through instructional content, while proficient students can make less frequent use of scaffolds and supports. Struggling students can access as often and as many times as needed.

Additional support for struggling students is built into all Apex courses. Scaffolding delivers instruction in manageable chunks that gradually build knowledge, while supports and interactive tools provide opt-in support as students need it.

Apex Learning provides:

Embedded Scaffolding	Enhanced Support	Interactive Tools
Small Instructional Segments	Text -to-speech	Close reading activities
Formative assessment and correction	Text translation	Writing generator
Multi-media presentations	Transcripts	Graphing tool
Graphic Organizers	Closed captioning	Simulations
Contextual rollovers	Study guides	Manipulatives

Since Ascend delivers a more blended model of instruction, students will take part in face-to-face classes in addition to the Apex, online delivery. In some cases, students participate in extended

learning in which an onsite classroom teacher helps to provide additional support, tutoring and instruction in those areas found by some students to be especially difficult.

The blended learning model at Ascend allows the students to have more flexibility, as well as, a more personalized learning experience. The teachers work with students in small groups or one-on-one in order to meet their specific needs. The blended learning will look different in each class at Ascend. In one class, students might rotate in small groups or one-by one through a teacher led instruction and other activities. In other classes, students will be engaged in project-based learning, while others might work individually on their APEX curriculum.

Mathematics

The Mathematics curriculum is aligned with the Next Generation Sunshine State Standards (NGSSS) and the Florida Standards. Students are required to take 3 courses of Mathematics, one of which must be Algebra 1, Algebra 1 Honors, Algebra 2, Algebra 2 Honors, Algebra 1-A, Algebra 1-B, Math For College Readiness, Advanced Placement Calculus, Pre-Calculus Honors, Geometry, Geometry Honors, Liberal Arts Mathematics 1, Liberal Arts Mathematics 2 and Advanced Placement Statistics. Teachers use manipulative based activities, models, pictures and symbols to communicate mathematical ideas and demonstrate applications.

Ascend Career Academy follows the principles of the National Council of Teachers of Mathematics (NCTM). According to the National Council of Teachers of Mathematics, reasoning and sense making are the foundations for the processes of mathematics-problem solving, reasoning and proof, connections, communication, and representation. When solving math problems, our students at Ascend are taught to organize their reasoning habits into four categories:

- Analyzing a problem
- Implementing a strategy
- Seeking and using connection
- Reflecting on a solution

Science

The Science curriculum is aligned with the Next Generation Sunshine State Standards (NGSSS)/Florida Standards. Students are required to take 3 courses of Science one of which must be Biology 1. The other Science courses offered are Biology Honors, Advanced Placement Biology, Earth Space and Science, Environmental Science, Advanced Placement Science, Physical Science, Physical Science Honors, Chemistry 1, Chemistry 1 Honors, Advanced Placement Chemistry, and Physics 1. Teachers include a combination of direct and inquiry-based, as well as, hands-on learning. Teaching strategies also emphasize active learning, both individually and in groups. Students are introduced to problem solving, communication and reasoning through experiments, modeling, investigations, and real-world STEM applications.

Social Studies

The Social Studies curriculum is aligned with the Florida Standards. Students are required to successfully complete 3 credits of Social Studies. The courses offered are US History, US History Honors, Advanced Placement US History, Economics with Financial Literacy, Advanced Placement Macro Economics, Personal Financial Literacy, US Government, US Government Honors, Advanced US Government and Politics, Psychology, Advanced Placement Psychology, Sociology, World History, World History Honors, and Advanced Placement World History. In Social Studies, teachers create additional thematic units that address the key areas of the

curriculum. Some of the topics addressed are African American History, The Holocaust, The Hispanic Contributions to the United States, The Women's Contributions to the United States, The Veterans Contributions and Recognition, Freedom Week and Disability History and Awareness. Through interdisciplinary instruction, ACA teachers implement guided/independent writing activities with a focus on the comprehension of social studies concepts. These concepts are further explored through debate which helps students to strengthen their research and public speaking skills.

Reading

Ascend Career Academy participates in the State-Approved School Board of Broward County, Florida K-12 Comprehensive Research-Based Reading Plan. Students are placed according to the District's placement chart. The primary resource is the Hampton Brown Edge Levels B and C. All students who score a level 1 or 2 on the FSA ELA are placed in an Intensive Reading class until they have successfully passed the state assessment. The most intensive 9th and 10th graders who have significant intervention needs in phonics are placed in Just Words and Hampton Brown Edge Level B. Supplemental instruction is provided by Townsend Press Ten Steps to Improving College Readiness Skills and Ten Steps to Advancing College Reading Skills. Teachers also use approved additional such as CPalms, NewsEla and Commonlit to supplement instruction and engage the students. All resources are aligned to the Florida Standards. In addition to daily formative assessments, progress monitoring is conducted through the Florida Assessments for Instruction in Reading (FAIR) is administered 3 times per year.

Career and Technical Education

For the first two years of operation, Ascend Career Academy offered seven career pathways through Smart Horizon Online. The courses offered were:

- Child Care and Education

The certificate program in Child Care & Education teaches and prepares students to obtain the national Child Development Associate (CDA) certification and

employment as a childcare worker.

- Office Management

The certificate program in Office Management prepares students for successful careers as Office Managers, Receptionists, Data Input Specialists, Customer Service Representatives, and more.

- Homeland Security

The certificate program in Homeland Security teaches and prepares students to obtain entry-level employment as the following: Security Officer, Compliance Inspector and Baggage Screener.

- Certified Transportation Services

Teaches and prepares students to obtain a Commercial Drivers License (CDL) and employment as a truck driver and/or commercial driver

- Certified Protection Officer

Program teaches and prepares students to obtain a Certified Protection Officer (CPO) certificate and employment as a security guard and/or a protection officer

- **Retail Customer Service Skills**

This is an excellent option for those already working in a retail environment who want to advance in their careers, or for those interested in starting new retail jobs. The program emphasizes customer service skills that can be applied in a wide variety of retail settings.

- **Food and Customer Service Skills**

Prepares students for careers in food services, restaurants, and the hospitality industry. This is an excellent option for those already working in a food services environment who want to apply for management positions, or for those interested in starting new careers.

In the third year of operation, Ascend Career Academy transitioned from Smart Horizon Online to provide the school's career and technical curriculum. A new partnership was developed with Goodheart-Willcox. Goodheart-Willcox focuses exclusively on career and technical education (CTE). The exploratory pathways offered through Goodheart-Willcox are:

- **Financial Literacy** provides a comprehensive framework for learning about personal financial literacy. By completing this course, students will learn how to make wise financial decisions that will help them lead a productive life and achieve financial security. College and Career Readiness activities for reading, writing, speaking, and listening are practiced. College and Career Readiness Portfolio activities provide students an opportunity to create a personal portfolio for use when exploring volunteer, education and training, or career opportunities.
- **Hospitality Services** introduces students to the five segments of the hospitality industry—food and beverage, lodging, travel, tourism, and recreation. The business aspects of these areas are covered, including hospitality management, human resources, accounting, sales, and marketing. Additionally, the roles, responsibilities, and required skills of individuals choosing hospitality as a career path are included.
- **Marketing Dynamics** provides a comprehensive framework to learn about the concepts of marketing. It includes a well-rounded introduction to the four Ps—product, price, place, and promotion. Other essential topics, such as marketing research and target market identification, are also covered. A part of the course on soft skills focuses on interpersonal skills needed for the workplace. The Building the Marketing Plan project at the end of each unit provides a hands-on learning experience that builds throughout the text. In addition, a full Marketing Plan Template is provided on the Companion Website. DECA Emerging Leaders activities provide first-hand opportunities for students to prepare for college and careers. Portfolio development activities guide students to create a personal portfolio for use when exploring volunteer, education and training, or career opportunities. The correlation of Marketing Dynamics to the standards, objectives, and indicators for the Precision Exams Introduction to Marketing, Marketing I, and Marketing II exams prepares students to earn a Career Skills™ Certificate upon completion of the course.
- **Principles of Information Technology** affords an opportunity to build and refine knowledge and skills in the IT world. The course is laid out in a logical, conceptual progression. The student begins by learning about the basic ins and outs of information technology, progresses to applications that will likely be used in the workplace, and finishes by learning about the interconnectivity that runs in daily life.

This course will help students prepare for taking the Certiport IC3 Digital Literacy Certification exams. IC3 Digital Literacy Certification is a well-respected and internationally

recognized credential. The three areas of IC3 certification are Computing Fundamentals, Key Applications, and Living Online. For more information on IC3 certification, please visit Certiport at www.certiport.com.

- **Teaching** helps students, the teachers of tomorrow, explore the world of education. Besides investigating teaching as a profession, students will develop an understanding of the different types of learners they will encounter in the classroom. This includes how humans develop physically, intellectually, emotionally, and socially as all of these impacts the instructional methods used. The educational system, both past and present, is reviewed along with the responsibilities that come with employment. Students receive a full introduction to the role and duties of a teacher, including planning, instructional methods, assessment, and classroom management. Activities guide students in creating their own portfolios comprised of lesson plans, classroom rule sets, and other teaching-related materials.
- **Video Game Design** provides all the resources needed for the classroom. Access to easy-to-use game engine software is available with the Software Design Guide, and a detailed scope and activity sequence chart is included in the teaching package. Aligning with the International Game Developers Association (IGDA)–recommended educational framework, lessons provide a top-level overview of the video game design process, from the beginning of the game build to the sales and marketing of the final product. STEM, college and career readiness, and Career and Technical Student Organization event preparation activities are included.

While marketing and financial literacy span a great number of possible career options for students not yet sure of what they eventually would like to do, options like information technology and video game design offer students opportunities to earn industry certification while still in high school. These courses are aligned with Florida’s CTE Standards and benchmarks.

Ascend Academy discontinued use of Smart Horizons and the seven career paths offered through their online curriculum due, primarily, to lack of student interest and the extraordinary high cost of participation in the Smart Horizon Program. The number of potential participants was negatively impacted by a curriculum that limited participation to upperclassmen via a minimum age requirement. Participation was further impacted by their status as an at-risk population of upperclassmen, many of whom came to us looking for credit recovery and therefore prioritized fulfilling graduation requirements over elective credits.

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

Ascend Career Academy continuously implements demonstrably effective instructional strategies that support struggling students’ ability to achieve grade level proficiency. Some of the operational approaches include:

- Home-room period each first period of the day. Additional time is provided for grades check, discussions, and building social/emotional relationships.
- Individual data chat sheets, which summarize student performance, attendance and other key factors used as the underpinnings for student/mentor conversations.
- Small group instruction and remediation
- Differentiated instruction

Each student before receiving a schedule meets with the Guidance Director. Together, the student, parent and the Guidance Director will create an educational/graduation plan for the student. This will serve as a “road map” for the student to follow. It also serves as motivation

because the student will see that graduation is possible. The school environment is more like a college campus than a high school, allowing students to experience engaging and comfortable surroundings.

Ascend has an onsite a Crisis Intervention Counselor to assist the students with their social/emotional needs. The Crisis Intervention Counselor conducts face-to-face assessments with students as soon as they register and are given a schedule at the school. Based on the results of the assessment, the counselor then helps the students to cope with their situations, through a series of counseling sessions. After assessing a student's need, at times, it may be necessary for Ascend's Crisis Intervention Counselor to refer the student and/or parent(s) to appropriate community resources for continued assistance.

The following instructional practices and routines ensure that instruction and intervention efforts are based on the research-based practices and interventions proven to be effective with struggling adolescent learners and aligned with the most recent reliable and valid assessment data.

- Literacy strategies are infused into all content areas. Standards-based instruction is aligned with the Florida and Next Generation State Standards and those for college and career readiness. Schools identify secondary benchmarks and college and career readiness standards based on their student data and specific needs and organize these on a school-based Instructional Focus Calendar for reading across the content areas.
- Teachers explicitly instruct and model strategies for effectively reading increasingly challenging and complex science, social studies, and technical informational texts, and provide students multiple opportunities to apply literacy strategies through guided and independent reading.
- Teachers embed standards instruction within the curriculum, avoiding isolated delivery of "FSA Prep." Assessment is formative and includes text-dependent questions with rigorous, complex tasks.
- Teaching and learning help students find personal meaning and purpose in literacy learning activities by viewing literacy as a social act, to be used for problem-solving and decision-making required for responsible citizenship, life-long learning, college and career. Students use literacy experiences as opportunities to explore personal interests, read widely for a variety of purposes including reading for enjoyment, for gathering information, to complete authentic, real-world tasks, and solve problems. Instruction should help students become comfortable with a variety of written forms and genres and recognize that literacy is essential for lifelong learning and citizenship in a global society.
- Academic learning time ("Bell-to-Bell" instruction) is both engaging and motivating, and includes daily reading, writing, speaking, listening, and language activities across all content areas, in every classroom, not just teachers assigning work. Teachers create literacy/print-rich learning environments with varied informational (content area) and literary text resources, across a range of reading levels that are increasingly challenging and complex.
- Daily onsite instruction includes "think-aloud," or mental modeling in which the teacher foresees the challenges that students will have unlocking the text before, during, and after reading and the teacher models the critical thinking process used to overcome those challenges.
- Teachers listen to students read and think aloud to make visible the processes students use in their heads to bring meaning to text so that teachers can appropriately diagnose specific challenges and areas of difficulty.
- Teachers across all content areas provide all students, including striving readers, with instruction that is immersed in rich, deep, and complex literary and informational texts.
- Teachers provide daily opportunities to engage students in oral language activities where verbalization is used to develop word knowledge, language skills, and reflection on meaning through class discussions, interactive read-aloud, teacher read/think-aloud, and/or peer

interactions.

- Teachers vary strategies used to motivate learners and adjust instruction to meet the individual, differentiated needs of students.
- Teachers provide both direct (explicit) and indirect (implicit) instruction daily to support vocabulary development through wide and extensive independent reading to expand word knowledge, instruction in specific content words to enhance comprehension of texts containing targeted words, instruction in independent word-learning strategies (word structure, roots and affixes, or using context to determine meanings), word consciousness and word-play activities to motivate and enhance learning.
- Teachers use varied structures for independent, cooperative, and collaborative instruction including whole group, small group, student pairs, and one-on-one settings.
- Teachers facilitate instruction that is student-centered rather than teacher-centered, to help build engagement and involve more students actively in learning.
- Teachers incorporate graphic organizers into literacy experiences to demonstrate visual representations of relationships and make connections between knowledge, concepts, and/or ideas. Graphic organizers help students to remember and retrieve critical information, to think more deeply about text, recognize the structure and patterns of text, and build vocabulary knowledge and comprehension.
- Teachers provide daily opportunities for students to generate and answer their own text-dependent questions, assume responsibility for learning, clarify information, and infer beyond literal interpretations of the text.
- Teachers help students develop comprehension-monitoring and “fix-up” strategies when students experience difficulty with complex text. Comprehension monitoring strategies help students visualize, stay focused, make inferences, and remember what they read. Examples of self-monitoring and “fix-up” strategies include using sticky notes, margin notes, or text coding, making connections to and among texts, activating prior knowledge, making predictions, asking and answering questions, adjusting reading rate for understanding, visualizing, summarizing and retelling, identifying text patterns and structure, and looking for clues in conventions of print.

Ascend also employs its standards-aligned, educational software and technology support designed to provide teachers with options for blended instruction and students with guided instruction and remediation, research capabilities and/or enrichment options.

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.

Ascend uses a combination of both qualitative and quantitative data to inform and guide instructional planning. The use of qualitative data provides the staff with invaluable information from all stakeholders (teachers, students, families, community members). For example, the data collected from an exit slips at the end of a lesson can help to change the performance task(s) associated with that lesson. The data may also provide valuable information regarding the students’ level of understanding; this will in turn guide the teacher’s approach and aid in differentiated instruction. The quantitative data or the test scores received at the end of the year definitively impacts the instructional planning. Incoming data from former schools are utilized for placement, and recommended strategies are communicated to teachers, especially for ESE students, in consideration of their IEP’s. For students who lack incoming data, assessments are provided by teachers to ascertain skill levels in subject areas. After careful and thorough analysis of the data, the school is better prepared to make decisions and changes. The use of the qualitative and quantitative data is crucial for continuous improvement.

Because of the student population quantitative data research is difficult to use when directing programs at the school. In order to circumvent this issue, the administration engages the teachers

in weekly sessions that pinpoint student progress or lack thereof. The ILP is monitored weekly in the homeroom class and interventions are put into place as soon as academic performance begins to falter.

E. Explain 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.**

Students with disabilities are guaranteed a free appropriate public education at Ascend. During an IEP meeting, matters regarding the student's well-being are discussed and documented. The present level of development describes what the student can do and what he/she struggles with in academic subjects and functional skills. The prioritization of education needs are the area(s) where the student may be experiencing some difficulties. Annual goals are written to help the student improve in those areas (academically, behaviorally and socially). These goals are reasonable, measurable and specific. Every decision that is made during an IEP meeting at Ascend Career Academy is a team decision and is made with the student's best interests in mind. Adult students are invited and encouraged to be a part of the IEP team. Ascend serves the highest number of SWDs among comparable charter schools. In reviewing the most recent data on the DOE's Edu-Portal, for which there was a sufficient subgroup size, Ascend's SWDs documented a learning gap of only 9% in ELA and 6% in Social Studies compared with non-SWDs. This was significantly lower than the District gap of 35% and 31% and the State gap 38% and 34% respectively.

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

An Educational Plan (EP) is a plan for Gifted students that shows the student's areas of strengths. It may also reflect areas of weakness in the Independent Functioning and Social/Emotional areas; these areas sometimes act as barriers that prevent the student from reaching his/her goal in a timely manner. An EP may be written for 2 years; however, if it has a Social/Emotional goal, then it can only be in effect for a period of 1 year.

When a student transitions from middle school to Ascend Career Academy, a new EP is generated. All EP goals are:

- Individualized
- Measurable
- Observable

Parents are always invited and highly encouraged to participate in the meetings. Teachers and the Support Facilitator will prepare by collecting information and data prior to the EP meeting. Progress reports are delivered on a quarterly basis. Portfolios are kept and services are documented.

At the present time, Ascend does not serve any students that would require an EP. However, the school with its educational options and flexible scheduling can easily accommodate a gifted student offering a variety of accelerated options via its online and

face-to-face coursework.

If Ascend were to receive a gifted student a staff member would be willing to engage in a gifted certification course.

- **Describe the program's services and supports for SWD including supplemental aids and accommodations.**

Ascend Career Academy has an ESE Support Facilitator who provides all services and supports to the students with disabilities (SWD) as per their IEPs. The school also employs a Speech Language Pathologist, who provides speech and language services to the students as stated in their IEPs. The Support Facilitator, along with the ESE Specialist, provides support and ongoing training to the staff. Documentation of services are logged in Easy IEP. Teachers also keep a record of accommodations and since the size of the school and the faculty are most reasonable, students are not overlooked. Rather, students are easily identifiable, and their needs known by all or most of the staff.

- **Describe the school's Gifted program and the services provided. If the school does not currently serve Gifted students, what would that program look like?**

The school's Gifted program is the model where there is consultation and collaboration between the student and a gifted endorsed teacher. The student would be placed in a rigorous education program and the consultation would occur at least 2 times per month. The Gifted program at Ascend includes, but is not limited to differentiation, acceleration and enrichment. There are currently no gifted students registered at Ascend.

- **Describe the testing plan and progress monitoring plan for SWDs.**

Students with disabilities are assessed and provided with all accommodations as stated in their IEPs. They are tested with an ESE certified teacher. Data is collected and progress reports are generated and sent to parents each quarter with report cards.

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.

Ascend Career Academy's ESOL Program was developed and the services are provided according to the assurances and agreements set forth in the Multicultural Education Training and Advocacy META Consent Decree.

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

Students are first identified when on the Home Language Survey (HLS) which is a part of the initial registration form for the school. The HLS has 3 questions and if the student's parent/guardian answers "yes" to any of the question, the student will be given the English Language Proficiency Assessment by the ESOL Contact. After the assessment, the student will be issued a classification based on the assessment results. The Guidance Director will then conduct a programmatic assessment, which consists of a review of the student's background. For students who are from another country the Guidance Director will use The Foreign Educational Systems: A Guide for the Placement of Foreign-Born Students to aid with placement and scheduling. The parent is notified, and an ELL Plan is created. Teachers are issued a copy of the plan and they are also trained on the plan. The plan is monitored on a regular basis. The present group of ELL students is 17 students, and the number of

ELL students has not had a significant impact on the school, since they presently represent less than 8% of our population.

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

The school ensures that it provides services in accordance with the District's ELL Plan, as well as, The Florida Department of Education. The school's ESOL contact attends all District trainings and professional development meetings.

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

Based upon the size of the school and corresponding subgroup, Ascend will continue to utilize the Mainstream/Inclusion model and utilize research based ESOL strategies. Many of the school's current teachers have their ESOL endorsement, which is a great advantage. The ESOL contact will continue to attend professional development trainings and share best practices with the staff. Students are scheduled in academic courses based on their previous schooling as documented by their school records/transcripts and programmatic assessments. In addition, teachers evaluate students' content area knowledge on an ongoing basis and recommend appropriate class placement. ELLs receive comprehensible instruction through ESOL instructional strategies. Language skills are developed through the content areas (i.e. language arts, math, science, social studies).

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

Ascend Career Academy is committed to providing high quality instruction and support to promote the highest achievement of all students. At the school level, the Multi-Tiered System of Supports (MTSS) is a framework used to maximize the success of all students.

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

The school's collaborative problem-solving team members (CPST) are:

Principal

Assistant Principal

RTI Coordinator

Guidance Director

Reading Teacher

Reading Teacher

English Teacher

Mathematics Teacher

Mathematics Teacher

Science Teacher

Social Studies Teacher

Spanish Teacher

Art Teacher

Career Education Teacher

Crisis Intervention Counselor

An example of how the Collaborative Problem Solving Team (CPST) would function as part of the MTSS/RTI process is when targeted supplemental instruction does not yield desired results, the school will use the collaborative problem-solving approach to identify more targeted interventions for Tier 3 students following Florida's Formula for Effective and Powerful Instruction. This may include additional instruction through extended learning opportunities, push-in or pull out tutoring, or a change in the focus, format, frequency and/or size of the instructional group to best meet the Tier 3 student's specific learning needs.

- **How does the charter school encourage and document parent participation during the RtI process?**

The school supports and encourages parent participation in the RtI process at all times. As soon as a student is identified, his/her parent is notified. Parents are invited to attend meetings and input is requested in order to support the student. During the intervention process, teachers and facilitators communicate with parents to keep them updated.

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

Ascend Career Academy ensures that throughout the problem-solving process, decisions are made based on various types of data. The school follows the guidelines as set by Broward County Public Schools.

Tier 1

If there is a concern (behavior or academic), the teacher will evaluate the issue to ensure that the current Tier 1 supports are effective and that a when compared to peers, a similar issue is not occurring.

The teacher will collaborate with other staff members to identify and implement other strategies.

The Collaborative Problem-Solving Team will meet and discuss any areas of concerns that may be impeding the student's progress.

If the issue continues, the teacher will recommend Tier 2 interventions and the parent will be notified.

Tier 2

A plan in which additional supports are given to the student is implemented and progress is monitored.

- The team will meet and discuss the interventions and the student's progress. Data is collected, graphed and analyzed.
- If progress is being made, then the interventions will continue until no longer needed.

- If progress is not being made, then the team will identify new interventions.
- The team will meet and discuss the student's progress.

Tier 3

- If the student continues to not make progress, then he/she will move to Tier 3.
- The team will meet and discuss the interventions and the student's progress. Data is collected, graphed and analyzed.
- If progress is being made, then the interventions will continue until no longer needed.
- If progress is not being made, then the team will identify new interventions.
- The team will meet and discuss the student's progress.

The team will consult with the ESE Specialist and parents to determine if a referral for Special Education Services is necessary. The parent/guardian is kept informed throughout the entire process.

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

Ascend Career Academy's program provides ongoing monitoring which continually offers an Early Warning System (EWS) to aid in identifying and supporting the most fragile students it serves. For those students who are experiencing difficulties and who may be at risk for dropping out of school before graduating, the school analyzes the available data through its ILP process and then based on the identified creates various intervention/support tools to aid in getting the students back in a supportive learning environment and on track for graduation. The behavioral EWS is initiated on the student's first day of school when assessed by a trained mental counselor. The school reviews each student's behavior in BASIS and the staff has been trained to document any indicators of a student in crisis.

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

Ascend Career Academy obtains its data from the SBBC Behavioral and Academic Support Information System (BASIS). According to the Broward County Public Schools website, BASIS is the comprehensive District electronic tool providing ALL the data needed to drive decision-making and instruction in schools. Staff members have been trained on BASIS. The data is updated each quarter.

1st Quarter 2019-2020

Indicators	9th Grade	10th Grade	11th Grade	12th Grade	Totals
Attendance below 90 percent	3	2	3	7	15
One or more suspensions	9	9	4	1	23

Course failure in ELA or Math	6	7	11	26	50
Level 1 on statewide assessment or off-track (progress monitoring)	8	18	18	47	91
Students exhibiting two or more indicators	1	5	4	2	12

- **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.**

Due to the nature, prior unsuccessful educational experiences and frustrations of its students, Ascend Academy Charter High School employs various interventions to improve the academic performance of all students. While some students will need more specific and involved interventions, the school, as a whole, is focused on the overall success of each individual. The process is first initiated upon enrollment when each student meets with the guidance director to develop an individual learning plan. This plan is updated on a regular basis to adapt to the student's needs and is reviewed in depth on an annual basis. With a relatively small school and corresponding faculty and staff, most adults know all of our students. Many know them very well and can alert the appropriate individual when there is any type of outlying behavior or decline in academic progress. To further support this ongoing understanding:

- All teachers conduct weekly data/progress "chats" with their homeroom students to monitor progress
- All core teachers conduct data meetings with all assigned students on a regular basis
- All students participate in a monthly school wide mentoring program
- In addition to the guidance team members, the school employs an onsite Crisis Intervention Counselor to provide students with additional support
- Ascend provides free before and after school tutoring in all subject areas
- If a student is absent for 3 consecutive days or shows an irregular pattern of attendance, the student's parent/guardian is notified immediately.
- All Ascend faculty and staff adhere to the school's mission of holding all students to high expectations and believe that all students will and can achieve
- There is constant and regular communication with parents/guardians. Weekly progress reports are emailed to all parents/guardians who provided an email address.

Attachments

Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION

– No Attachments –

FINANCIAL PERFORMANCE

1. FINANCIAL MANAGEMENT

Section Evaluation

Final Rating

Partially Meets the Standard Reynaldo Tunnermann,
11/14/19

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.

All revenue coming in and going out from Ascend Academy is closely reviewed and monitored by the principal and the Governing Board Director monthly. All purchases are accounted for by either a signed PO process or administrative signatures/approvals. The Board approves all purchases over \$5000 and monitors actual costs versus projections each month.

An annual projected budget is created each year where all projected revenue is accounted for and each expense is detailed on a specific line item with the proper accounting classification code. Each month actual expenses are reported and compared to the budget in order to ensure financial responsibility

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

All checks require a 2-step process. Confidential secretary processes all invoice and prepares checks. The invoices are then given to the principal for final approval and signature on both check and invoice.

All FF&E inventory and all computer hardware is accounted for on a fixed asset inventory.

Payroll is reviewed by principal and confidential secretary before being submitted electronically through ADP payroll service. All payroll reports are sent to the principal and governing board chair for final approval.

Each year an independent audit is conducted by an outside agency and all information is sent to the district for review, as per State Statute.

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.

Monthly reports are created by our CPA and submitted to the district for review. All revenue and expenses are reported in the monthly financial report.

Attachments

Section 1: FINANCIAL MANAGEMENT

– No Attachments –

2. FINANCIAL VIABILITY

Section Evaluation

Partially Meets the Standard Cecilia Zereceda,
11/21/19

Final Rating

Partially Meets the Standard

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

Ascend Academy currently has a positive cash flow and rolling capital. According to projected budget assumptions, we will also complete the current fiscal year in good standing. We do not foresee any financial hardship if we continue to maintain a conservative budget and proper fiscal responsibility. Our enrollment continues to grow, and we anticipate an increase in revenue as growth continues. We will continue to monitor and reevaluate the budget as needed. Our goal is to continue to accrue a surplus of rolling capital, while growing the school and maintaining a positive expense to revenue.

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

Ascend Career Academy currently has a loan from Alliance MCMLIX. LLC which is in good standing, as evidenced by the attached letter from the Managing Partner.

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

Financial Management

Ascend Charter Academy (ACA) maintains a well-documented and well-organized system of checks and balances to ensure accurate, efficient and effective internal controls, stemming from the table of authorities and protocols put in place from year one of the school's operations. Highlights of the system of controls, implemented and maintained since inception are as follows:

1. A table of limits has been established, ensuring that the Board and Principal approve all expenditures.
2. The annual budget is reviewed in detail twice per year, once for Board approval and once at the end of the first semester. ACA's Board Chair is intimately involved in the creation of the budget, review of material contracts, annual bids. The Board Chair is hands-on in the context of negotiation strategies. In addition:
 - a. The Board Chair is actively involved in ensuring monthly revenue and expenditures are reconciled and annualized for trends and timing of revenue and cost to ensure adequate reserves are maintained.

- b. The budget is reforecast at mid-year to ensure responsiveness to fiscal requirements, and monthly reviews are incurred for variances in the largest school expenditures including salaries/wages, technology expense, and food/cafeteria related costs.
3. Monthly reporting is reviewed by a) an independent bookkeeper for financial statement reconciliation and preparation support and b) by an independent accounting firm to ensure categorical accuracy, gap compliance in interim periods, financial template/form/statement, financial reporting, and compliance with federal, state and district guidelines. The independent accountant ensures monthly review of financials prior to timely submission of the same, as required by state and district deadlines. The school remains vigilant in its response to any questions surrounding its reporting.
4. The School has an annual audit of its financial statements, as required by its charter and state statute. The results of such audits are inclusive of a review of its system of internal controls and reporting. The school has received an unqualified opinion on its financial statements since inception and has no reported control deficiencies. The audit for the most recent fiscal year ending June 30, 2019 has been reported and is on file at the school.

Financial Viability

The school, like most of its contemporaries, ran a deficit in its first two (2) years of operation as it scaled enrollments and operational investments to ensure quality of instructional services. Since its start-up phase, the school has maintained a balanced budget in each of its last two years ending June 30, 2018 and 2019 respectively. Equally, the school maintains a balanced budget for the current school year ending June 30, 2019, and is projecting a modest surplus of funds. The five-year projection was built and based upon current/historical growth trends, existing capacity and increased investments in human capital, instructional resources, and the necessary support to sustain the highest quality instructional setting. The current budget and projections are equally based upon current and historical levels of funding, on a per enrolled student basis. The result of all planning and projections show a budgetary and operational surplus available to the school in all years projected.

The initial investment in the school, during its first two years of growth total approximately \$858,000 in capital for its first 2.5 years in operation, which is typical of school start-up investments/phases. Such capital investment included the build-out of the school infrastructure and initial investments for common area and classroom-oriented furniture, and the fixtures and equipment, all of which has been maintained and enhanced annually. Such growth was funded through loans that remain reflected in the school's financial statements and are long-term in nature. The school is in good standing with both lenders. Such loans have been structured in a fashion that provide for the following:

1. The loans have aggregate annual interest costs of \$10,500, fixed for the foreseeable future. Such costs are embedded as part of the existing operating budgets and five-year projections, and this amount has been full paid for the school year ended June 30, 2019. Interest obligations being fixed (and not increasing) is of great benefit to projecting the school operations.
2. The school has further capacity for borrowings on both of the loan instruments but has not incurred borrowing in 2.5 years, and has no plans to do so, based upon current and future projections. Regardless, modest available capital to support the school exists if necessary, beyond the operating fund surplus. The loans have no contractual near-term principal payment obligations. Future principal payments are predicated only on operating surplus metrics. The loan documents are on-file and available for review. The school made principal payments of \$12,000 in August 2019, reducing the overall loan balances to approximately \$846,000 and believes that it will continue to service these obligations and

substantially reduce the outstanding balances over the renewal period based upon its projections.

3. The counterparties to the loans are strong supporters of the school, its constituents and their success, placing the success of the school ahead of pressures for repayment. Both are regularly briefed on the school success, in light of the patient capital provided in these loans.

With the previous two years of operations showing growth in enrollment and operating surpluses and with the current budget and projected five year plans (all predicated on current funding assumptions and enrollment growth consistent with the prior five year history), and aligned to the existing school capacity (including growth in expenditures in all budgetary areas consistent with such growth in enrollments), the school remains in a strong long-term position for both sustainability and prosperity in servicing the community and the student/parent/faculty constituent beneficiaries.

Long-term Financial Viability Plans & Enhancements

The longer term plans for financial sustainability for Ascend Career Academy Charter High School have multiple facets, all aligned to the development of sustaining the requisite resources to support the long-term viability of the school and its contributions to the community, in addition to the continued focus on manageable yet sustained growth in enrollment. These plans include the following programs:

Monthly Budget Reconciliations:

ACA will continue to provide SBBC, as required, with all monthly and quarterly financial statements under Florida Statute, and other periodically requested operating information.

The reports, as required to be reported on the fund basis and in GASB 34 format, will remain a significant part of the schools planning and internal control readouts. These reports, as previously discussed, will continue to be prepared by an independent certified public accounting firm using the information and experienced bookkeeper creates with school staff support. The combined benefit of independence and experience enhance the often necessary reconciliations and adjustments to ensure accuracy of both governmental reporting, but also timely reporting of operating and financial trends for the administrators and the school's board. Continuation of these procedures have helped develop the long-term sustainability in planning and growth patterns via key performance indicators. The school principal, bookkeeper and external accountants continue the close monitoring of financial and operating plans versus actual results to ensure timely and responsive adjustments as required.

Service the Patient Capital Resources Provided:

The school will continue to service the previously outlined debt obligations, consistent with the documented agreements, which are secondary to the necessary annual investments in the highest quality human capital, infrastructure and curriculum resources to ensure continued growth in a safe, secure and flourishing educational setting. We believe in doing so, and further growth capital will be made available, should the school have need such for expanded capacity.

Leasing Space:

ACA is situated in a high-traffic retail and commercial mixed service area. The facility is currently underutilized at night and on weekends, when school is not in session. Leasing has demonstrated modest income to date, however the school has been approached by other organizations for after-hour use (e.g. tutoring, and event meeting). Provided the school will continue to maintain its high standard for physical infrastructure, monitoring wear and tear, the school will capitalize on

selected opportunities to supplement ancillary revenue by working with event planners, religious organizations, city planners and corporate offices that require space for trainings or special events.

Shared Resources:

As there are no athletic programs in place at ACA due to facility constraints, ACA will be developing partnerships with other area schools and not-for-profit agencies to leverage its existing space for indoor competitive and/or high-interest activities for its students (e.g. music/production, gaming, computer programming, yoga, etc.). These initiatives are both beneficial to student engagement and largely cost-neutral enhancements to the overall social and emotional aspects of the school environment. Tangentially, these expansions are also expected to have positive benefits to enrollment and philanthropic sponsorship.

Grants:

ACA is creating a development officer role, including board advisory, who will be responsible for cultivating sponsorships, soliciting corporate philanthropy, as well as researching and writing programmatic grants in partnership with other agencies. We believe several opportunities exist, particularly given the career orientation of the instructional model provided by ACA.

Donations and Fundraising:

South Florida is a center for many major corporations that are highly invested in community partnerships. Having now been established for nearly five years, with a strong track-record of growth in enrollment as well as in graduations, with a heavy focus on at-risk student populations, the ACA staff are developing sponsorships opportunities, of benefit to both the companies and the ACA student populations. These are specific to programmatic areas of interest, which we believe can and will both supplement revenue or defer costs while enhancing the academic value. It is a scenario which is good for both the school, the community, and the businesses who reside in the surrounding area.

In addition, ACA is implementing quarterly fundraisers for field trips and other special events that are currently underfunded.

Attachments

Section 2: FINANCIAL VIABILITY

– No Attachments –

ORGANIZATIONAL PERFORMANCE

1. STUDENT ENROLLMENT AND CONDUCT

Section Evaluation

Final Rating

Partially Meets the Standard Sean Brown, 11/18/19

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

Partially Meets the Standard

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

The former management company overestimated the enrollment of the school in its initial years. Once the projections for enrollment were reestablished, the school has made or exceeded its projections each year.

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

As indicated, the original management company over-projected the first few years of enrollment. Moreover, as a new school trying to establish itself by serving a very fragile, disenfranchised population who may be very suspect of any educational institution, Ascend needed to build slowly relying on word of mouth and the success of enrollees. By adjusting down and focusing on slow, measured growth, the school increased enrollment from year one to year five by 650%!

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

Ascend Academy is a small charter high school of approximately 240 students, serving the communities of Margate, Coconut Creek, Pompano Beach, Coral Springs, North Lauderdale, Deerfield Beach, and Parkland, FL. The school serves a student body that is 56% black, 20% Hispanic, 19% white, 3% Asian, and 2% multiracial. The surrounding Margate community is 43% white, 26% black, 22% Hispanic, 4% Asian, and 3% multi-racial. Ascend Academy's staff of 16 is 38% white, 31% black, and 31% Hispanic. 99% of Ascend Academy's student body qualifies for free/reduced lunch.

C. Describe the charter school's current enrollment procedures as defined in the

charter school's contract and in compliance with applicable law.

Ascend Career Academy does not discriminate and accepts all eligible students from Broward County. Once the school has reached its maximum capacity, the open enrollment will discontinue, and a lottery form of enrollment will commence.

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

Safety and security are of the utmost importance at Ascend Career Academy. The school has wrap around security that includes but is not limited to:

- On campus certified Police Officer, as well as, a Security Specialist
- Metal detectors installed at every entrance
- Thorough search of all bags
- State of the art video surveillance system, including 24 cameras, inside and outside the campus
- Both manned and video surveillance in exterior areas including parking lots
- Secure, closed building with a monitored single point of entry during school hours
- Limited access and staff entrances for all student areas
- Continuous professional development for all faculty and staff as it relates to safety
- Education of students on all safety policies and procedures, as mandated for fire, tornado, active assailant, and lockdown drills.

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.

Ascend Career Academy complies with all applicable laws and codes and adheres to the State of Florida, as well as, Broward County Public Schools facility requirements. Annual inspections are conducted by various departments such as Department of Health, Department of Safety and the City of Margate.

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

Ascend Career Academy complies with all applicable health and safety laws, including the most recent Marjory Stoneman Douglas High School Public Safety Act.

The Department of Health inspects all food services. Broward County also inspects the school for any safety issues. Fire inspections are conducted and if any violations are found, immediate action is taken to remedy the issue(s).

All faculty and staff, as well as, students are trained on safety and security procedures. Procedures are also practiced repeatedly monthly.

The Margate Police Department conducted "The Active Assailant Training" with all staff and faculty last year. The school is currently working with Margate Police Department to schedule a training this year.

All students and staff have access to a Guidance Counselor, as well as, a Crisis Intervention Counselor to aid in their social/emotional needs. The counselors assess students, provide interventions and referrals to community resources. They also work with the students' families and foster care facilities.

The school's security protocols exceed all State and local requirements

Attachments

Section 2: FACILITIES

- No Attachments -

3. GOVERNANCE, STAFF AND PARENTS

Section Evaluation

Final Rating

Does Not Meet the Standard Maria Yen, 11/5/19

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

Partially Meets the Standard

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

Ascend Career Academy is a Florida not-for profit corporation incorporated in the state of Florida.

The Governing Board employs a Principal, Vincent Alessi, who reports directly to the Governing Board and who serves as the chief executive officer of the school. The principal manages/oversees all day to day operations of the school, including but not limited to curriculum, compliance, staffing and testing. Mr. Alessi assigns the duties to other administrators within the school. The school was initially formed under an Education Service Provider (ESP) but became independent after its first year.

- **How does the governing board maintain compliance with training and fingerprinting requirements?**

The governing board maintain compliance with training and fingerprinting requirements as per the Sunshine State Laws. Required training is completed and records are kept updated. In addition, fingerprinting and background checks are done through Charter Security and The School Board Of Broward County.

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

The governing board complies with Sunshine Laws as applicable to charter schools and laws governing public records. Meetings are open to the public and notices are posted on the windows in the school's office in advance of the meetings. Minutes to the meeting are kept on file and becomes public information. The minutes are posted on the website. As required 1002.33 Florida Statute.

C. Employment/Staffing

- **Explain how the charter school employs instructional staff that meets state and federal qualifications.**

Ascend Career Academy only employs highly qualified teachers who are certified in their respective subject areas for all of its face-to-face classes.

- **Explain the system that the charter school uses for teacher and administrator evaluations.**

Ascend Career Academy uses the evaluation system from The Florida Consortium of Public Charter Schools Evaluation Systems for Classroom Teachers and Other Instructional Personnel. The evaluation system monitors and assesses the instructional practice and job performance of instructional personnel that meets the statutory requirements set forth by 1012.34, Florida Statutes.

For school-based administrators, the school uses an evaluation system that is comprised of four domains, 10 standards, and 50 indicators. Each indicator will have a proficiency rating and each standard has a total performance rating. At the completion of an evaluation, a total performance score is calculated. A rating scale is then used to determine the overall performance level of the administrator. The four ratings are (1) Highly Effective; (2) Effective; (3) Needs Improvement; or (4) Unsatisfactory.

- **Provide the approved and adopted pay for performance plan and salary schedule if it has been recently updated.**

Ascend Academy utilizes the FCPCS Teacher and Principal (School-Based Administrator) Salary Allocation Schedule Calculator, provided by the Florida Consortium of Public Charter Schools, to create and maintain a performance-based salary schedule that is in compliance with Florida Statute 1012.22.

D. Demonstrate how the charter school has and is effectively involving parents in its programs as defined in the school's contract or prior application.

The success of the students at Ascend Career Academy is a team effort that includes the parents/guardians. Parents/guardians have several opportunities for involvement in their students' education. At the beginning of each school year, parents are invited to attend the school's open house with their students. At the open house, opportunities and expectations are clearly explained. Parents/guardians are also invited to other activities/special programs throughout the school year, including career days, parent nights, and various student award ceremonies.

Attachments

Section 3: GOVERNANCE, STAFF AND PARENTS

– No Attachments –

ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

Section Evaluation

– Not Rated –

Final Rating

Attachments Added

Attachments

Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1.1	<u>X. Sample of School Newsletters Requesting Parental Involvement - Part 9</u>	Alessi, Vincent, 11/1/19 6:28 PM	PDF / 109.944 KB
1.2	<u>X. Sample of School Newsletters Requesting Parental Involvement - Part 9</u>	Alessi, Vincent, 11/1/19 6:28 PM	PDF / 245.154 KB
1.3	<u>X. Sample of School Newsletters Requesting Parental Involvement - Part 8</u>	Alessi, Vincent, 11/1/19 6:27 PM	PDF / 211.671 KB
1.4	<u>I - Progress Monitoring Reports - Part 15</u>	Alessi, Vincent, 11/1/19 2:14 PM	PDF / 475.224 KB
1.5	<u>I - Progress Monitoring Reports - Part 14</u>	Alessi, Vincent, 11/1/19 2:13 PM	PDF / 134.591 KB
1.6	<u>K - Graduation Rate</u>	Alessi, Vincent, 10/31/19 7:58 PM	PDF / 111.187 KB
1.7	<u>T - Discipline Reporting, Part 4</u>	Alessi, Vincent, 10/31/19 7:52 PM	PDF / 475.224 KB
1.8	<u>T - Discipline Reporting, Part 3</u>	Alessi, Vincent, 10/31/19 7:52 PM	PDF / 1.028 MB
1.9	<u>T - Discipline Reporting, Part 2</u>	Alessi, Vincent, 10/31/19 7:51 PM	PDF / 540.26 KB
1.10	<u>T - Discipline Reporting, Part 1</u>	Alessi, Vincent, 10/31/19 7:10 PM	PDF / 441.336 KB
1.11	<u>L - Standardized Test Results - Part 8</u>	Alessi, Vincent, 10/31/19 7:07 PM	PDF / 69.229 KB
1.12	<u>L - Standardized Test Results - Part 7</u>	Alessi, Vincent, 10/31/19 7:05 PM	PDF / 73.09 KB

1.13	<u>F. FLDOE Report Card</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/31/19 6:31 PM	PDF / 123.014 KB
1.14	<u>Newsletters Requesting Parental Involvement - Part 7</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/31/19 6:27 PM	PNG / 6.021 MB
1.15	<u>Newsletters Requesting Parental Involvement - Part 6</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/31/19 6:14 PM	PDF / 95.832 KB
1.16	<u>Newsletters Requesting Parental Involvement - Part 5</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/31/19 6:14 PM	PDF / 62.192 KB
1.17	<u>Newsletters Requesting Parental Involvement - Part 4</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/31/19 12:35 PM	PDF / 38.503 KB
1.18	<u>Newsletters Requesting Parental Involvement - Part 3</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/29/19 6:10 PM	PDF / 108.267 KB
1.19	<u>Newsletters Requesting Parental Involvement - Part 2</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/29/19 6:07 PM	PDF / 45.846 KB
1.20	<u>Newsletters Requesting Parental Involvement - Part 1</u> <u>X. Sample of School</u>	Alessi, Vincent, 10/29/19 6:05 PM	PDF / 231.767 KB
1.21	<u>R. Revenue Estimate Worksheet 2019-2020</u> <u>U. Governing Board Member</u>	Alessi, Vincent, 10/29/19 2:44 PM	PDF / 577.291 KB
1.22	<u>Training Certificates and Fingerprint Records</u>	Alessi, Vincent, 10/28/19 4:21 PM	PDF / 129.598 KB
1.23	<u>W. Certification Self Audits</u>	Alessi, Vincent, 10/28/19 4:15 PM	PDF / 351.656 KB
1.24	<u>P. Evidence of Resolution of any Financial Debts</u> <u>N. Fixed Assets Report</u>	Alessi, Vincent, 10/28/19 4:12 PM	PDF / 18.707 KB
1.25	<u>Reconciled with General Ledger</u>	Alessi, Vincent, 10/28/19 3:21 PM	PDF / 1,002.453 KB
1.26	<u>Z. Pay For Performance Plan and Salary Schedule</u>	Alessi, Vincent, 10/28/19 3:16 PM	PDF / 43.887 KB
1.27	<u>Y. Teacher and Administrator Evaluation Tools</u>	Alessi, Vincent, 10/28/19 3:15 PM	PDF / 46.039 KB
1.28	<u>S. Student Enrollment Reports</u>	Alessi, Vincent, 10/28/19 3:14 PM	PDF / 127.367 KB
1.29	<u>I - Progress Monitoring Reports - Part 13 - FAIR 2018-19 AP1</u>	Alessi, Vincent, 10/24/19 7:06 PM	PDF / 140.365 KB
1.30	<u>I - Progress Monitoring Reports - Part 12 - FAIR 2018-19 AP3</u>	Alessi, Vincent, 10/24/19 7:05 PM	PDF / 137.294 KB
1.31	<u>I - Progress Monitoring Reports - Part 11 - FAIR 2018-19 AP2</u>	Alessi, Vincent, 10/24/19 7:05 PM	PDF / 138.765 KB

1.32	<u>I - Progress Monitoring Reports - Part 10 - FAIR 2018-19 AP1</u>	Alessi, Vincent, 10/24/19 7:04 PM	PDF / 137.651 KB
1.33	<u>I - Progress Monitoring Reports - Part 9 - FAIR 2017-18 AP3</u>	Alessi, Vincent, 10/24/19 7:04 PM	PDF / 136.711 KB
1.34	<u>I - Progress Monitoring Reports - Part 8 - FAIR 2017-18 AP2</u>	Alessi, Vincent, 10/24/19 7:03 PM	PDF / 138.16 KB
1.35	<u>I - Progress Monitoring Reports - Part 7 - FAIR 2017-18 AP1</u>	Alessi, Vincent, 10/24/19 7:03 PM	PDF / 138.413 KB
1.36	<u>I - Progress Monitoring Reports - Part 6 - FAIR 2016-17 AP3</u>	Alessi, Vincent, 10/24/19 7:02 PM	PDF / 138.351 KB
1.37	<u>I - Progress Monitoring Reports - Part 5 - FAIR 2016-17 AP2</u>	Alessi, Vincent, 10/24/19 7:02 PM	PDF / 138.383 KB
1.38	<u>I - Progress Monitoring Reports - Part 4 - FAIR 2016-17 AP1</u>	Alessi, Vincent, 10/24/19 7:01 PM	PDF / 105.291 KB
1.39	<u>I - Progress Monitoring Reports - Part 3 - FAIR 2015-16 AP3</u>	Alessi, Vincent, 10/24/19 7:00 PM	PDF / 98.923 KB
1.40	<u>I - Progress Monitoring Reports - Part 2 - FAIR 2015-16 AP2</u>	Alessi, Vincent, 10/24/19 6:59 PM	PDF / 99.121 KB
1.41	<u>I - Progress Monitoring Reports - Part 1 - FAIR 2015-16 AP1</u>	Alessi, Vincent, 10/24/19 6:58 PM	PDF / 108.639 KB
1.42	<u>V - Staffing Reports - Part 3</u>	Alessi, Vincent, 10/24/19 6:40 PM	PDF / 427.348 KB
1.43	<u>V - Staffing Reports - Part 2 - Instructional Staff</u>	Alessi, Vincent, 10/24/19 6:39 PM	PDF / 435.771 KB
1.44	<u>V - Staffing Reports - Part 1 - Administrative</u>	Alessi, Vincent, 10/24/19 6:38 PM	PDF / 426.663 KB
1.45	<u>Q - Projected Five Year Budget 2021-2025</u>	Alessi, Vincent, 10/24/19 6:34 PM	PDF / 153.121 KB
1.46	<u>P - Evidence of Resolution of any Financial Debts</u>	Alessi, Vincent, 10/24/19 6:31 PM	PDF / 18.617 KB
1.47	<u>L - Standardized Test Results - Part 6 - US History</u>	Alessi, Vincent, 10/24/19 6:30 PM	PDF / 156.6 KB
1.48	<u>L - Standardized Test Results - Part 5 - Geometry</u>	Alessi, Vincent, 10/24/19 6:29 PM	PDF / 149.413 KB
1.49	<u>L - Standardized Test Results - Part 4 - Biology</u>	Alessi, Vincent, 10/24/19 6:29 PM	PDF / 149.902 KB
1.50	<u>L - Standardized Test Results - Part 3 - Algebra 2</u>	Alessi, Vincent, 10/24/19 6:28 PM	PDF / 132.061 KB
1.51	<u>L - Standardized Test Results - Part 2 - Algebra 1</u>	Alessi, Vincent, 10/24/19 6:28 PM	PDF / 151.031 KB
1.52	<u>L - Standardized Test Results - Part 1 - ELA</u>	Alessi, Vincent, 10/24/19 6:27 PM	PDF / 151.929 KB
1.53	<u>J - School Improvement Rating</u>	Alessi, Vincent, 10/24/19 6:26 PM	PDF / 505.978 KB

1.54	<u>C. EOC - Part 4 - US History</u>	Alessi, Vincent, 10/23/19 8:22 PM	PDF / 156.6 KB
1.55	<u>C. EOC - Part 4 - Geometry</u>	Alessi, Vincent, 10/23/19 8:21 PM	PDF / 149.413 KB
1.56	<u>C. EOC -Part 3 - Biology</u>	Alessi, Vincent, 10/23/19 8:21 PM	PDF / 149.902 KB
1.57	<u>C. EOC -Part 2 - Algebra 2</u>	Alessi, Vincent, 10/23/19 8:20 PM	PDF / 132.061 KB
1.58	<u>C. EOC - Part 1 - Algebra 1</u>	Alessi, Vincent, 10/23/19 8:20 PM	PDF / 151.031 KB
1.59	<u>B. FSA</u>	Alessi, Vincent, 10/23/19 8:16 PM	PDF / 151.929 KB

Recommendation

School Name: **Ascend Career Academy**

Primary Contact: **Vincent Alessi**

Submission Date: **November 1, 2019**

Recommendation Date: **February 3, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

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