



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-11.

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

☐ Yes☒ No

Time

Open Agenda

☐ Yes☒ No

TITLE:

Charter School Renewal Agreement- North Star Academies, Inc.

**REQUESTED ACTION:**

Approve the Charter School Renewal Agreement for North Star Academies, Inc., on behalf of Sunrise High School - 5481.

**SUMMARY EXPLANATION AND BACKGROUND:**

The terms and conditions of 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) Sunrise High School 5481 ES (3) Sunrise High School 5481 Renewal Agreement (4) Sunrise High School 5481 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

5/22/2020, 5:39:20 PM

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ LMB/DFC/BS:ac

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 North Star Academies, Inc., on behalf of Sunrise High School – 5481.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for North Star Academies, Inc., on behalf of Sunrise High School – 5481, 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 12<sup>th</sup> 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 North Star Academies, Inc. Sunrise High School – 5481**

School Name	Sunrise High School
Implementation Year	2010 – 2011
Termination Date of Current Charter Agreement	June 30, 2020
Address	424 West Sunrise Boulevard Fort Lauderdale, Florida 33311
Grades Approved to Serve	9-12
Grades Currently Serving	9-12
Current Enrollment	286
Target population	At Risk
Curriculum Focus	Re-engagement/Recovery
School Grade	Commendable

On May 18, 2010, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing North Star Academies, (f/k/a New Alternative High School of Broward County, Inc.,) to open Sunrise High School, (f/k/a Mavericks High of Central Broward County) – 5481. The original contract was effective for a five-year period, which concluded on June 30, 2015.

On May 5, 2015, The School Board of Broward County, Florida, approved the Charter School Renewal Agreement authorizing North Star Academies, Inc., on behalf of Sunrise High School – 5481, to renew for another 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 North Star Academies, Inc., (Sunrise High School – 5481) 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 North Star Academies, Inc. (Sunrise High School - 5481), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Sunrise High School – 5481, is located at 424 W. Sunrise Boulevard, Fort Lauderdale, Florida 33311, which is located in District 3

The governing board members of North Star Academies, Inc., reside in Broward County, Miami-Dade County, and West Palm Beach, Florida.

## **CHARTER SCHOOL RENEWAL AGREEMENT**

THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the  
9<sup>th</sup> 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

**NORTHSTAR ACADEMIES, INC.**  
a Florida not-for-profit organization [hereinafter referred to as "School"],  
and having its principal place of business located at:  
One E. Broward Boulevard, Suite 1599, Ft. Lauderdale, Florida 33301.

**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 I**), 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 I**), 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 I**), 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 I**) 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 I**), 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 I 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 publically noticed meeting before the Sponsor's at least once per year to present information regarding the corrective actions that are being implemented by the School in accordance with the School Improvement Plan.

Section 3.G: **State Student Performance Requirements:** The School will be accountable for meeting the state's student performance requirements as delineated in State Board of Education Rule 6A-1.09981, Florida Administrative Code - *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 550 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 31<sup>st</sup> 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)(l), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

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

Section 4.H.3.b: **Least Restrictive Environment:** Except as otherwise provided by the provisions of Section 2.E contained hereinabove, students with disabilities enrolled in the School will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. As it is the School's goal to place students in an environment where they can best flourish, those students whose needs cannot be adequately addressed at the School will be appropriately referred; and the School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. However, it is the School's obligation, and not that of the Sponsor or student's boundaried school, to provide all appropriate services to ESE students 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 I). 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 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 FTEP 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 FTEP 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 I funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement the reading/language arts and mathematics services for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing Survey 3 conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) the Title I funds budget must be spent in support of parental involvement activities. The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.7. b: **IDEA:** The 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 25<sup>th</sup> 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 691-73.002, 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 25<sup>th</sup> 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 15<sup>th</sup> of each year.

Section 5.N: **Annual Financial Audit:** At the School's sole expense, an annual audit of the School shall be conducted by a qualified, independent certified public accountant licensed to practice public accounting in the State of Florida and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes, and approved by the School's governing board, which approval shall not be unreasonably withheld, and shall be paid for by the School. The annual audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The annual audit shall be conducted in a manner similar to that required of the Sponsor's school district by Section 218.39, Florida Statutes, in compliance with federal, state and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered and shall be provided to the Sponsor's Charter Schools Support Office by no later than September 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> of each year of the term of this Charter. Form ESE 145 shall be provided to the Sponsor no later than August 15<sup>th</sup> 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 I).

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: 424 W. Sunrise Blvd, Fort Lauderdale, Florida 33311.

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 I) 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 I**) or in School's by-laws if such are adopted subsequent to the submission of **Appendix I**. 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 FEEP operational revenue. For the purposes of this provision, "FEEP 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 I). Criteria developed by the School for hiring administrative and support staff shall be in accordance with their educational and/or experiential backgrounds that correspond to the job responsibilities they will be expected to perform. The School must use thorough, consistent, and even-handed termination procedures. The School's governing board will determine salaries, benefits, and Position/Title classification, provided that the School's governing board may establish any additional positions it deems necessary.

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

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

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

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff. 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 I), 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 - 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

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

THE SCHOOL: NorthStar Academies, Inc.  
d/b/a Sunrise High School #5481  
Guillermo Aragon, Board Chair  
One E. Broward Boulevard, Suite 1599  
Ft. Lauderdale, Florida 33301

WITH COPY TO: Jeffrey S. Wood, Esq.  
Tripp Scott, P.A.  
110 Southeast 6<sup>th</sup> Street  
Suite 1500  
Fort Lauderdale, Florida 33301

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.





# Notarized Signature for Sunrise Renewal

Final Audit Report

2020-04-28

Created:	2020-04-28
By:	Sherrell Hobbs (m8kntgr8@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfEMaqqfLjQmYgwgmc4GFslxuFpxnwwgp

## "Notarized Signature for Sunrise Renewal" History

-  Document created by Sherrell Hobbs (m8kntgr8@gmail.com)  
2020-04-28 - 9:17:20 PM GMT - IP address: 170.250.231.24
-  Document emailed to Jennifer Anglin (janglin1211@gmail.com) for signature  
2020-04-28 - 9:19:16 PM GMT
-  Email viewed by Jennifer Anglin (janglin1211@gmail.com)  
2020-04-28 - 9:24:03 PM GMT - IP address: 66.102.8.63
-  Document e-signed by Jennifer Anglin (janglin1211@gmail.com)  
Signature Date: 2020-04-28 - 9:26:38 PM GMT - Time Source: server- IP address: 76.108.100.179
-  Signed document emailed to Sherrell Hobbs (m8kntgr8@gmail.com) and Jennifer Anglin (janglin1211@gmail.com)  
2020-04-28 - 9:26:38 PM GMT



Adobe Sign

FOR THE SCHOOL

(Corporate Seal)

NorthStar Academics, Inc.  
Non-Profit Organization

Attest: \_\_\_\_\_

Secretary

*[Signature]*

Jennifer M. Williams (May 20, 2020)

Witness

Witness

by: \_\_\_\_\_

*[Signature]*  
Guillermo Aragon, Board Chair

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2020 by Guillermo Aragon of NorthStar Academics, Inc. d/b/a Sunrise High School #5481, the Governing Entity. He took an oath and is personally known to me or has produced Drivers License as identification.

My commission expires: 5/20/2023

(SEAL)

My commission expires:




SHELBY PAIGE GORTLER  
Commission # GG 336347  
Expires May 20, 2023  
Bonded Third Party Insurance 800-385-7777

*[Signature]*  
\_\_\_\_\_  
Notary Public  
Shelby Paige Gortler  
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

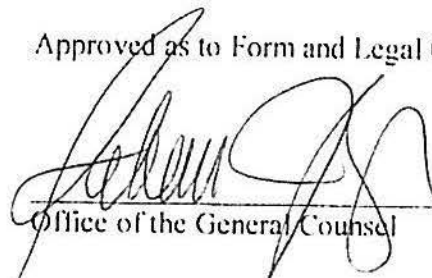
ATTEST:

  
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 #000458**

**Sunrise High FKA Mavericks High Of Central Broward  
County**

**Location Code: 5481**

**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:**

Martie Parker-Lovely



# **Table Of Contents**

## **General**

- A. School Information**
- B. Contact Person**
- C. Enrollment Projections**
- D. Board Members**

## **CHARTER SCHOOL RENEWAL INSTRUCTIONS**

- 1. CHARTER SCHOOL RENEWAL INSTRUCTIONS**

## **CHARTER RENEWAL PROGRAM REVIEW COVER SHEET**

- 1. COVER SHEET**

## **SECTION BREAKDOWN**

- 1. SECTION BREAKDOWN**

## **EXECUTIVE SUMMARY**

- 1. Executive Summary**

## **EDUCATIONAL PERFORMANCE**

- 1. FEDERAL AND STATE ACCOUNTABILITY**
- 2. MISSION-SPECIFIC ACCOUNTABILITY**
- 3. EDUCATIONAL PROGRAM IMPLEMENTATION**

## **FINANCIAL PERFORMANCE**

- 1. FINANCIAL MANAGEMENT**
- 2. FINANCIAL VIABILITY**

## **ORGANIZATIONAL PERFORMANCE**

- 1. STUDENT ENROLLMENT AND CONDUCT**
- 2. FACILITIES**
- 3. GOVERNANCE, STAFF AND PARENTS**

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

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

# GENERAL

## A. School Information

School Type: High  
 Grade Levels: [9, 10, 11, 12]  
 School District: Broward County School District  
 Neighborhood / Community:  
 Organization Type: Non-profit Corporation  
 Sponsoring Entity: Non-profit Organization  
 Address: 424 W Sunrise Blvd Ft Lauderdale, Florida 33311-6211  
 Phone: (954) 446-9234  
 Fax: (561) 804-6712  
 Web Site: sunrisehigh.com  
 Calendar Type: Standard - 180 instructional days  
 Educational Service Provider: NorthStar Academies, Inc. (EMO)

## B. Primary Contact Person

Name: Martie Parker-Lovely  
 Mailing Address:  
 Mobile Phone: 561-301-7511  
 Alternate Phone: 954-446-9234  
 Email: mlovely@sunrisehigh.com  
 Current Employer: NorthStar Academies, Inc.

## C. Attendance Projections

Grade Level	2010-11 Enrollment		2011-12 Enrollment		2012-13 Enrollment		2013-14 Enrollment		2014-15 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
9	28	28	28	28	29	29	31	31	33	33
10	58	58	58	58	59	59	61	61	63	63
11	93	93	93	93	94	94	96	96	98	98
12	251	251	251	251	252	252	254	254	256	256
<b>Total</b>	<b>430</b>	<b>430</b>	<b>430</b>	<b>430</b>	<b>434</b>	<b>434</b>	<b>442</b>	<b>442</b>	<b>450</b>	<b>450</b>

## D. Board Members

Name	Title	Contact Information	Current Employer
Adelman, Beth	Board Member	P: M: 12395714791 E: beth@bethadelman.com	
Aragon, Guillermo		P:	

Jaime	Board Chairperson	M: 4238295839 E: baragon62@gmail.com	
Lovely, Martie	Emergency Contact	P: 1954446923 M: 5613017511 E: mlovely@sunrisehigh.com	Sunrise High School
Paul, Ira	Board Treasurer	P: M: 13059650139 E: irapaul53@gmail.com	
Sears, Stephanie	Board Member	P: M: 5615313901 E: ssears@odysseymc.com	



# CHARTER SCHOOL RENEWAL INSTRUCTIONS

## 1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

### Section Evaluation

No Action Required Rhonda Stephanik, 12/3/19

### 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

**Complete** Rhonda Stephanik, 12/3/19

### Final Rating

**Complete**

The Charter Renewal Program Review Cover Sheet is attached.

## Attachments

### Section 1: COVER SHEET

1.1 [Charter Renewal Program  
Review Cover Sheet](#)

McCoy, Pamela, 10/30/19 6:15 PM

PDF / 29.057 KB

# SECTION BREAKDOWN

## 1. SECTION BREAKDOWN

### Section Evaluation

*– Not Rated –*

*– No Final Rating –*

Type content here...

### Attachments

#### Section 1: SECTION BREAKDOWN

*– No Attachments –*

# EXECUTIVE SUMMARY

## 1. Executive Summary

### Section Evaluation

#### Final Rating

Complete Joe Luechauer, 11/12/19

Complete Allisyn Axelrod, 11/14/19

Complete Sean Brown, 11/19/19

Complete Cecilia Zereceda, 11/19/19

Complete Lourdes Panizo, 11/19/19

Complete Detra Adams, 11/19/19

Complete Kim Punzi-Elabiary, 11/20/19

Complete Reynaldo Tunnermann, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Rachel Askew, 11/22/19

Complete Celia Jimenez, 11/25/19

Complete David Shelley, 11/25/19

Complete Leyda Sotolongo, 11/25/19

Complete Celina Chavez, 11/25/19

Complete Louise Ball, 11/25/19

Complete Matt Schroeder, 11/25/19

Complete Debbie-Ann Scott, 11/25/19

Complete Marilyn Johnson, 11/26/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete Rhonda Stephanik, 12/3/19

Complete



## EXECUTIVE SUMMARY

*The Executive Summary should provide an overview of what the charter school has accomplished over the last term of its contract agreement; how the charter school is adequately fulfilling its mission and vision; what concerns and/or deficiencies there are in the educational, financial and/or operational performance of the charter school and provide information on the charter school's goals for the next term of the charter agreement should the charter school be approved for renewal.*

*The Executive Summary should not exceed 1000 words*

### Accomplishments

Sunrise High School, formerly known as Mavericks High of Central Broward, provides a safe, positive and flexible learning environment for the unique student population it serves. Over the last four years of the current charter term, the school has shown significant academic improvement. As a result of utilizing effective academic programs and research-based instructional strategies, students have demonstrated increased performance on state assessments which has resulted in improved school improvement ratings. During the current term of the charter, Sunrise High School has increased its school improvement rating from "Maintaining" in 2016 and 2017 to "Commendable" in 2018 and 2019. Sunrise High School is one of 5 out of 18 alternative schools in Broward County to earn a "Commendable" rating for two years consecutively. Additionally, the school ranked second among the alternative schools in Broward County for "Total Points Earned" in ELA and Math learning gains during the 2018-2019 school year.

Recognizing the need to make academic improvement at the school, the Board of Directors, along with the newly-contracted educational service provider (ESP), EdisonLearning, set out to improve the quality of the school's educational program. With a proven track record of success in alternative education, Edison Learning implemented its proprietary Achievement Framework™, a "Whole School Design" that enhanced the learning environment while driving higher learning outcomes. Through the implementation of this framework, the school has established a learning environment that promotes student learning and success; implemented a robust and rigorous curriculum and provides ongoing training and professional development for the administrators and teachers.

### Fulfillment of Mission and Vision

The mission at Sunrise High School is to provide an alternative graduation path for students who are at risk through dropout intervention services that include a self-paced quality education in a personalized environment with a focus on successful postsecondary transitions. The school's philosophy is that every student, given the right tools, support and environment, can succeed and exceed expectations. With the proper resources, and the flexibility to adapt and differentiate instruction, Sunrise High School successfully involves students in the learning process and provides them with the right tools to successfully transition to the next growth opportunity they encounter.

Using 21st century technology and a focus on individualized attention, Sunrise High School offers students, who are challenged by the traditional approach to learning, the opportunity to earn a standard high school diploma. This high-tech high school provides students ranging in ages 15-21 a strong research-based curriculum and support for pursuing secondary education, a challenging profession, and/or a high-demand vocational career. The program includes a blended instructional model incorporating online courses combined with direct instruction by certified teachers; daily

targeted online reading instruction; evaluation of skill gaps in core academic areas; remediation instruction as needed; an individualized graduation plan; strong academic support and career guidance; career-related courses, regularly scheduled conferences with students to monitor progress; personal and social skills development; and life skills, values, and character education curriculum.

### **Concerns/Deficiencies**

Sunrise High offers a curriculum framework that enables students to learn at their own pace, allowing them to get back on track with the credits they need to graduate with a high school diploma. However, students must attend school on a daily basis to ensure academic progress through continuity of instruction. The Average Daily Attendance (ADA) for students at Sunrise High for 2018-2019, as reported in Data Warehouse, was 53%. Although increasing the daily attendance rate among overage students (many which are adults) at an alternative education high school is challenging, the school's target goal is to achieve an ADA of 65%. Sunrise High School is taking significant steps to improve student attendance as explained in the Educational Performance section of this document.

In previous years, Onsite Programmatic Reviews conducted by the District noted a need for improvement in implementation of the school's Comprehensive Research-Based Reading Plan (CRRP) with regards to the use of appropriate research-based curriculum materials and the allocation of sufficient instructional time. Other areas for improvement included the need to identify ESOL strategies in lesson plans and to document actions taken by the school with regards to the implementation of the Multi-Tiered System of Supports (MTSS)/Response to Intervention (RtI) framework. As a result of specific actions and protocols followed by the school as part of a comprehensive action plan, these deficiencies have been corrected. Through targeted professional development, ongoing observations and close monitoring by school administration, substantial improvement has been made in the implementation of the school's comprehensive reading plan, the delivery of instruction for English Language Learners, and implementation of the MTSS/RtI model.

### **Goals for the Next Term of the Charter**

During the next term of the charter, Sunrise High School will continue its focus on improving student attendance and student performance in reading and mathematics, with an emphasis on increasing the passing rate on state-mandated assessments required for graduation. The school has identified measurable goals for achievement in reading and mathematics which it hopes to achieve with the collaboration and support of the ESP, school leaders, teachers, and parents.

One of the key strategies the school will implement in order to achieve its academic goals is to review and improve teacher compensation and to ensure that teachers receive ongoing, high-quality professional development in the targeted areas of instruction. Effective professional development will enable teachers to develop the knowledge and skills they need to address the learning challenges associated with serving its targeted student population. School site leaders also will be required to participate in professional growth activities designed to increase their capacity as instructional leaders.

As previously stated, a key goal for the next term of the charter is to increase student attendance. In order for students to increase their chances of recovering credits and graduating from high school, they must attend school on a daily basis. The school has launched its "EARS" campaign, a comprehensive plan that focuses on improving enrollment, attendance and retention of students. The plan includes the participation of all stakeholders and addresses barriers faced by students that impact school attendance.

## **Attachments**

### **Section 1: Executive Summary**

– No Attachments –

# EDUCATIONAL PERFORMANCE

## 1. FEDERAL AND STATE ACCOUNTABILITY

### Section Evaluation

Meets the Standard Rachel Askew, 11/22/19

Final Rating

Meets the Standard

### EDUCATIONAL PERFORMANCE

#### 1. FEDERAL AND STATE ACCOUNTABILITY

##### Federal and State Accountability:

1. *AMO School Improvement Status*
2. *AMO Attainment*
3. *Subgroups Attainment of AMO (ESE, ELL, SED, Race...)*
4. *FCAT 2.0 (Reading Retakes)/ FSA / EOC Achievement*
5. *Annual Student Gains*
6. *Annual Gains of Students in the Lowest 25 Percent*
7. *Percentage of Students Tested*
8. *Relative Performance*
9. *School Grade (If available)*
10. *School Improvement Plan (If applicable)*
11. *300 Lowest-Performing Elementary Schools Plan (If applicable)*
12. *School Improvement Rating (If applicable)*
13. *Graduation Rate (If applicable)*
14. *Cohort Data (If applicable)*
15. *Industry Certifications (If applicable)*

##### In narrative format:

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

Sunrise High School has demonstrated ongoing school improvement during the current term of the charter, **increasing** its school improvement rating from "Maintaining" in 2016 and 2017 to "Commendable" in 2018 and 2019.

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

Sunrise High School has met the standards required for federal and state accountability each year by administering all state-mandated assessments in accordance with the testing protocols required by the Florida Department of Education and the Broward County Public School District. As required by law, the school has assessed its students each year and has earned the School Improvement Ratings of Maintaining or Commendable during each



of the past four years. Additionally, despite the challenges associated with testing all eligible students at an alternative education high school, Sunrise High School has been successful in testing a greater percentage of eligible students each year as shown below.

- 2018-2019: Commendable (97% of students tested)
- 2017-2018: Commendable (98% of students tested)
- 2016-2017: Maintaining (86% of students tested)
- 2015-2016: Maintaining (67% of students tested)
- 2014-2015: No SIR reported by FLDOE.

**NOTE:** Since the beginning of the Charter in 2014-2015 school year, Sunrise High School has increased the percentage of students tested by 45%.

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

Sunrise High School has met the standards for federal and state accountability.

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

For the upcoming term of the charter, Sunrise High School will continue to increase achievement and learning gains in reading and math. To accomplish this goal, Sunrise High School will maintain and utilization of research-based instructional strategies to reach every student (as specified in Question C below). Sunrise High School will conduct a comprehensive review of student data from formative and summative assessments to assist staff in identifying students in need of additional support and interventions. Students who have not yet passed the Grade 10 FSA ELA required for graduation will be scheduled into an Intensive Reading class for 90-minutes daily. Using Direct Instruction and various research-based instructional strategies, teachers will differentiate instruction based on students' specific needs. Sunrise High School will address the needs of students performing below grade level in reading and mathematics through the Multi-Tiered System of Supports (MTSS)/Response to Intervention (Rti) framework in accordance with the guidelines and procedures followed by Broward County Public Schools. Teachers will use the district-recommended intervention programs to provide tiered interventions for students identified by the Problem-Solving Team. During daily direct instruction (DI) sessions, teachers will use research-based programs and additional resources (such as C-Palms) to enhance their lessons. Administrators will monitor instruction by reviewing lesson plans and conducting classroom walkthroughs. Sunrise High will provide incentives for teachers to earn reading endorsement.

**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).**

The FLDOE last reported AMO results in 2014-2015. Sunrise High School works diligently to meet the needs of its at-risk student population. The FLDOE SIR accountability report for last year indicates that in 2019, 98% of students at Sunrise High School were classified as "Minority Students" and 80.4% of students were classified as "Disadvantaged." The school uses the results of state assessments to address the needs of all students within each of the school's student subgroups.

Sunrise High School utilizes data to drive instruction. The school implements the District's Comprehensive Reading Plan which includes a comprehensive reading curriculum and strategy set for those students who read below grade level to increase their reading ability.



Interventions are provided for students scoring at Level 1 and 2 on the FSA ELA. These students receive intensive instruction in the reading elements of phonemic awareness, phonics, fluency, vocabulary and comprehension. Reading instruction is provided through the *EdisonLearning e-courses* combined with teacher-directed reading instruction. State assessment data is used to identify students who require intensive reading instruction. FAIR assessment data and Reading Plus® data are analyzed to determine individualized, small-group, skills-based instruction needed by students within their Intensive Reading courses. The school also requires students to complete daily lessons on Reading Plus® to increase their literacy levels as well as to track student progress in increasing their reading levels.

Sunrise High School utilizes state assessment data to determine students' needs in the area of mathematics. The school uses Study Island® to provide individualized, supplementary math instruction for students and to acquire real-time data that assists teachers in identifying areas of weakness in order to provide targeted instruction. These students receive instruction on the Mathematics Florida Standard (MAFS) through a combination of computer-based instruction and teacher-directed instruction. The computer-based mathematics curriculum used is *EdisonLearning eCourses*. Math Nation is used to supplement mathematics instruction. Student progress in mathematics is monitored through Study Island® tests and *EdisonLearning eCourses* assessments. The computer-based curriculum is combined with scheduled, teacher-directed instruction that allows students to receive whole group and small-group direct instruction from state-certified teachers to support their individual needs.

○ **Include data and a data analysis for each of the subgroups your school serves.**

As stated above, AMO results were last reported by the state in 2014-2015 FLDOE Student Performance Accountability Reports (SPAR) reports assessment results for students (first time test-takers) within each subgroup on FSA ELA, Math EOCs, and Biology EOC. A review of the most recent SPAR (SY2016-2017) for students within the school's student subgroups shows that the majority of students in each subgroup scored at levels 1 and 2 on state assessments. The chart below includes data taken from the most recent FLDOE SPAR (2016-2017).

**SPAR 2016-2017 – Percentage Level 3 and Above**

All Grades	Biology EOC	FSA ELA	Math EOC
ALL STUDENTS	1.	1.	1.
•	1.	1.	1.
■	•	•	1.
•	1.	1.	•

Eco Disadvantaged

1.

1.

1.

**N/A = Less than 10 students tested**

○ **Discuss programs implemented to address subgroup deficiencies and gap skills.**

Sunrise High School's mission is to meet the needs of students who typically fall within student subgroups that underperform within the school district. The school has determined that three key areas must be addressed in order to increase student performance on state assessments, and it has developed school-wide programs to meet students' needs. First, the low attendance rate of students at Sunrise High School may be a contributing factor for the low academic levels of students and the resulting low scores on state assessments. Second, there is a need for more comprehensive professional development for teachers to help them improve their effectiveness in working with students performing significantly below grade level and preparing these students to pass rigorous, state-mandated exams. And third, there is a need to increase the school's focus on providing explicit, teacher-directed, standards-based instruction using research-based strategies, particularly in the areas of reading and writing.

**Student Attendance:** A considerable percentage of students who enroll at Sunrise High School arrive at the school with a history of poor attendance, behavioral and/or emotional problems, a low GPA, low standardized test scores, low credit accrual, legal problems, financial difficulties, early parenthood, and other circumstantial situations that impede students from achieving academic success. A review of the prior attendance record of students who now attend Sunrise High School demonstrates that many students have incurred excessive absences throughout their school history. During the 2018-2019 school year, the average daily student attendance rate was 53%, as reported in Broward County's Data Warehouse. A variety of circumstances exist that may explain why a large portion of the student population at Sunrise High do not attend school on a regular basis. The daily realities that this population of students must face include such obstacles as having to care for their siblings or their own children; having to attend court due to legal issues; having to manage both work and school at a young age; dealing with a lack of parental involvement and support; facing housing dilemmas; and having to deal with a myriad of other issues. The school has implemented a series of strategies to increase the rate of daily student attendance which include the following:

- The school's truancy officer visits the homes of students that have been absent for more than three days.
- Teachers, school leaders, and staff verbally express to students that they care when students miss school.
- Teachers reach out to frequently absent students to find out in a supportive manner why they are missing school and what would help them attend more regularly and on time.
- Teachers and school leaders work with parents to stress the importance of education and to learn about any barriers to regular attendance.
- The school creates a positive, nurturing, and engaging learning environment that encourages students to come to school.
- The school implements a school-wide system of incentives and rewards for both regular attendance and course completion.
- The school encourages families to work closely with social workers or nurses, as well as community agencies, such as Hands On Broward, Urban League, and Healthy Mothers, Healthy Babies, to get needed support to help students and families address barriers that negatively impact regular school attendance.
- The school uses ParentLink to make automated calls to parents regarding absenteeism.
- The school implements the Friends and Family program to assist families that have a myriad

of family-related problems.

**Professional Development:** The purpose and mission of Sunrise High School is to work with students that need intensive academic and psycho-social support to overcome barriers that will assist them in earning a standard high school diploma. In an effort to demonstrate intentional school leadership and outcomes to adequately prepare students for post-secondary education, high-demand careers, and gainful employment the school utilizes the three E's approach. This approach includes options such as Enrollment in post-secondary academic institutions, Enlistment in the military and Employment in the workforce. **Sunrise High School believes it must provide teachers with the necessary tools to perform their jobs to the best of their abilities.** As such, Sunrise High School develops an annual comprehensive professional development plan that is designed to increase its instructional staff's capacity in serving the school's target student population. The staff development activities or programs implemented will target the needs of the entire school population which is comprised of mostly at-risk students.

As part of the process used to develop the professional development plan at Sunrise High School, the school examines the quality of its instructional program and disaggregates student academic achievement data. The professional development process includes an assessment of the current levels of implementation of best practices in an effort to answer the following questions:

- Whom do we serve?
- How do we do business?
- Where are we now?
- Where do we want to be?
- What and where are the gaps?
- What are the root causes for the gaps?
- How will we get to where we want to be?
- How will we evaluate our efforts and progress?

For the 2019/20 school year, Sunrise High School will be organizing and facilitating professional growth activities and providing staff development in the following areas:

- Schoolwide Assessment Data Analysis and Disaggregation
- Content Specific Assessment Data Analysis
- Individual Student Assessment Data Reviews
- District-Required Assessments for the current school year
- ESE Needs - Instructional Strategies and Servicing Students
- ESOL Needs - Instructional Strategies and Servicing Students
- RTI Needs - Instructional Strategies and Servicing Students
- Reading Plus® Data Reports
- Credit Completions
- Direct Instruction in the Content Areas
- Attendance – Increasing Daily Student Attendance
- Enrollment – Increasing and Maintaining Student Enrollment
- Professional Development Needs to Increase Student Achievement (In-house and District LABS, Learning Across Broward)
- High Standards/High Expectations – Administration, Staff, Students and Parents
- Positive Behavior System
- School Safety

Administrators will use the evaluation findings to determine the areas of growth and to determine



target areas in the School Improvement Plan.

- At the end of the Professional Development Plan, all staff will respond to the program evaluation questions.
- Staff will provide feedback on the successes and challenges experienced during the 2019/20 school year and determine possible solutions for the 2020/21 school year.

***Explicit, Teacher-Directed Instruction:*** To increase student performance on the state exams, teachers plan lessons that actively engage students in activities that match the cognitive and complexity levels of the state standards. Additionally, lessons include assessments that follow the test format and types of questions found on the state assessments. Throughout the week, students are informally and formally assessed to determine mastery levels. The specific academic needs of students are addressed in teacher-led classrooms, using appropriate instructional resources and effective strategies within small groups of students with similar needs. During teacher-directed instruction, teachers use research-based instructional strategies and teaching methods that include the following:

- Standards-based instruction to ensure student mastery of state standards
- Data-driven, small group or one-on-one instruction to meet individual students' needs based on assessment data
- Whole group, direct instruction to introduce new skills to entire group
- Problem solving and project-based learning to actively engage students in lessons and increase depth of understanding
- Higher order questioning techniques to ensure appropriate rigor and elicit critical thinking
- Gradual Release of Responsibility Model to provide necessary scaffolding of the material presented and to guide students toward using different skills, strategies and procedures independently
- Rotational Instructional Model to provide meaningful and effective instruction through the implementation of five key components
- Graphic Organizers (Story Maps, Venn Diagrams, Webbing) to increase comprehension of text
- Writing experiences in a variety of contexts to increase literacy skills and solidify understanding of the material
- Instructional strategies and techniques such as modeling, repetition, paraphrasing, modified language, increased practice, visuals, language dictionaries, group and peer learning, to support the needs of ELL, ESE, and struggling students.

As a result of increasing the student attendance rate, providing quality, targeted professional development, and using of an effective instructional model and research-based teaching strategies, Sunrise High School expects to increase student achievement and graduation rate.

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

Students served by Sunrise High School typically enroll in the school after having failed the state exams more than once. Therefore, the school serves primarily Level 1 and Level 2 students who must pass required state tests via "Retake" exams or by taking other standardized exams that allow students to pass with concordant scores. Examining the proficiency rate of first-time test takers at alternative education high schools does not accurately represent the success of these schools in closing the achievement gaps among at-risk, overage, credit-deficient students who are one or more years past their cohort, and the in-cohort, on-grade-level student at the traditional high school.

As an alternative education high school, Sunrise High School earns a School Improvement Rating rather than a School Grade. As such, the school's goals are to increase the percentage of students making **learning gains** each year in reading and mathematics, as well as to increase its annual graduation rate for students identified as "seniors" at Sunrise High School in the fall of each school year. The school strives to get more than 50% of its students who attend the school during both FTE periods, to make learning gains in both reading and math each year, with the goal of increasing these numbers annually. Although the school strives to prepare first-time test takers by increasing their knowledge and assisting in developing new skills, the reality is that a large percentage of students served by Sunrise High School arrive at the school performing five or more years below grade level. As such, the school's primary mission is to help students pass the ELA and Algebra 1 Retake exams, or to earn concordant passing scores on state-approved standardized assessments.

The chart below demonstrates that the student population at Sunrise High School requires intensive support in order to pass the state assessments that are required for earning a standard high school diploma. As evident in the data, a small percentage of students pass the reading and math state assessments the first time they take the exam. As shown through Reading Plus® baseline assessments taken by students upon arrival at Sunrise High School, the vast majority of students who enroll at Sunrise High School are working several grade levels below high school level. Additionally, **most students arrive at Sunrise High School at the upper high school grades and do not have the benefit of receiving several years of instruction at the school when they take exams.** The educators at Sunrise High School do a remarkable job of working with students who are significantly behind grade level and are not "on track" to graduate when they arrive at the school. The staff at Sunrise High School takes great pride in the work they do each day to provide the much-needed academic guidance and support, as well as the social and emotional support that is essential to the success of the students they serve.

As shown in the chart below, the vast majority of students at Sunrise High School do not pass state-mandated exams the first time they take them. However, there is evidence that there is a positive impact on student performance when they receive instruction and academic support at Sunrise High School. The data below shows that typically, **when students attend 9<sup>th</sup> grade at Sunrise High School, a greater percentage of students pass the 10<sup>th</sup> grade exam in both reading and math.**

#### Percentage of Proficiency of First-Time Test Takers (Spring)\*\*

Year	FSA ELA		Algebra 1 EOC	Biology EOC
	Grade 9	Grade 10		
2019	0	3%	3%	5%
2018	*	5%	0	0



2017	0	8%	8%	19%
2016	7%	8%	*	*

\*Fewer than 10 students tested.

\*\*Source: FLDOE Assessment Accountability Reports

To meet the testing requirements, students work hard to pass retake exams in ELA and Algebra 1 (or they take alternate state-approved standardized assessments to earn concordant scores). However, an analysis of the number of students who take the reading and math retake exams (one or more times throughout each year), and the number of those students who pass the exams, shows that students have a difficult time passing the retake exams as well. As shown in the chart below, a minimal percentage of students who take Retake exams earn passing scores.

#### **Average Percentage of Students Passing ELA and Math Retake Exams\***

<b>Year</b>	<b>FSA ELA Retake</b>	<b>Algebra 1 Retake</b>
2018-2019	0	3%
2017-2018	5%	2%
2016-2017	2%	3%
2015-2016	5%	2%

\* Average Passing Rate for All Retake Exams Administered During the Year

The data shown above demonstrates that the student population at Sunrise High School requires intensive academic supports and interventions to achieve academic proficiency on state standards in order to enable them to pass state assessments required for earning a standard high school diploma. The data was obtained by accessing the "*School Report of Students*" from [www.fsassessments.org](http://www.fsassessments.org), adding the total number of test takers, and dividing it by the students who passed the assessments.

The percentage of students who meet graduation requirements by taking reading and/or math state-approved standardized assessments and earning concordant scores is provided below in response to Question N.

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

Not applicable.

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

Sunrise High School monitors student progress at specified times during the school year using a variety of assessments. At the beginning of the school year, *Florida Assessments for Instruction in Reading (FAIR)* and *Reading Plus® Screening* assessment are administered. During the winter season, *FAIR and Reading Plus® Benchmark* are re-administered to monitor growth. Finally, in the spring, *FAIR and Reading Plus® Benchmark* assessments are administered to measure student progress. Student progress in mathematics is also monitored three times per year. The *Study Island® Benchmark Assessment* is administered at the beginning of the school year, at beginning of semester 2, and the end of the school year.

School leaders and teachers analyze the data after each test administration, including, but not limited to, the FSA ELA, End-of-Course exams (Algebra, Geometry, Biology), and Reading Plus baseline, mid-year, and end-of-year assessments, to determine deficiencies and target students for small-group, skills-based instruction during daily-scheduled DI (Direct Instruction) blocks. Lessons include the following features: explicit instruction, teacher-modeling, differentiated instruction, small-group instruction, scaffolding, and gradual release. In addition to using teacher-led strategies to provide instruction, teachers plan project-based lessons that actively engage students in their own learning. For the next term of the charter, the school will develop and implement new protocols and data-gathering methods to more accurately measure and track individual student progress. The new protocols will include specific forms and individualized student portfolios that will be used to more closely track student progress on a bi-weekly basis. These improved methods for ensuring data-driven instruction will be monitored by the Chief Academic Officer who will be hired in 2020. The Chief Academic Officer will plan and facilitate professional development and conduct "Gallery Walks" with School Leaders in each classroom to increase the capacity of instructional personnel in using a variety of data to measure student growth, and provide quality instruction to increase student learning and create a top notch educational program for all students who attend the school.

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

In order to determine whether students at Sunrise High School are making one year's worth of growth annually, the school examines the percentage of students making **learning gains in ELA and math**. In 2019, 45% of students demonstrated learning gains in English Language Arts and 75% of students demonstrated learning gains in mathematics. During the current charter term, students have made improvements in their reading and math performance. Results of the first year of the current charter term (2015-2016) show that in that year, only 20% of students made learning gains in reading and 55% of students made learning gains in mathematics. The school recognizes a need for improvement in the area of reading and has implemented strategies this year to ensure that over 50% of students make learning gains in reading each year.

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

Sunrise High has developed a plan for increasing learning gains in reading this year that

include the following strategies:

- Incorporate monthly student data chats with an emphasis on progress monitoring results in reading and providing support and assistance to students as needed
- Implement the MTSS process--use assessment data to identify struggling students and provide appropriate interventions that effectively meet students' individual needs; track progress at scheduled intervals to make instructional decisions
- Implement a school-wide Reading Plus competition with quarterly rewards for students who demonstrate gains
- Initiate "Reading Bootcamps" to target each of the Reporting Categories and accompanying standards (according to data reports that indicate areas where students need the most support)
- Create a "Reading Success Plan" for each student demonstrating a lack of progress on mastering skills (as determined through FAIR results and Reading Plus reports) that contain lessons which are taught by the reading teacher during small-group or one-on-one direct instruction sessions taught by the reading coach.

In order to increase the percentage of students making learning gains in mathematics, the school is implementing the following strategies:

- Incorporate monthly student data chats with an emphasis on progress monitoring results in math and provide support and assistance to students as needed
- Implement the MTSS process--use assessment data to identify struggling students and provide appropriate interventions that effectively meet students' individual needs; track progress at scheduled intervals to make instructional decisions
  - Initiate "Math Bootcamps" to target each of the Reporting Categories and accompanying standards (according to data reports that indicate areas where students need the most support)

**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.**

The vast majority of students served by Sunrise High School arrive at the school with very low reading and mathematics proficiency. Most students' academic records reveal that they have a history of prior retentions and achievement of levels 1 or 2 on reading and math state assessments. In other words, these students have been in the lowest 25% for their entire educational career. As such, Sunrise High School considers that most of its student population is in the lowest 25%, as compared to the average student population in the district, and provides intensive support to all students alike.

Therefore, the school's goal is to ensure that over 50% of ALL students are making one or more year's worth of learning in reading and math annually. A review of the FLDOE School Improvement Rating for 2019 shows that 45% of students made learning gains in reading and 75% of students made learning gains in math. Although the school has maintained its "Commendable" rating for the past two years, there was a decrease in the Total Points earned from 2018 to 2019. The school earned 154 Total Points in 2018 and 120 Total Points in 2019. The school's goal is for ALL students to make learning gains and has implemented strategies in both reading and math this year to increase the percentage of students making learning gains in these areas.

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

The school's goal is for ALL students to make learning gains and has implemented strategies in both reading and math this year to increase the percentage of students making learning gains in these areas. In 2019, 45% of students made learning gains in math. Therefore, there is a school-wide focus at Sunrise High School this year on increasing reading learning gains. The strategies employed by the school are summarized above.

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

Sunrise High School is appropriately administering applicable state standardized tests to its students. The school has assessed more than 95% of its students to ensure that student data accurately represents the progress of the school for the last two years of the current charter term: 98% in 2018 and 97% in 2019.

○ **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?**

Not applicable.

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

The total points earned and School Improvement Ratings (SIRs) for alternative high schools in Broward County for **2018-2019**, as reported by the Florida Department of Education, are shown below. The schools are ranked from highest score to lowest score.

1. SunEd High School of North Broward – 131 Points – Commendable
2. **Sunrise High School – 120 Points – Commendable**
3. Dave Thomas Education Center West – 119 – Points – Commendable
4. Academic Solutions Academy – 113 – Points – Commendable
5. Henry D Perry Educational Center – 109 – Points – Maintaining
6. Seagull School – 107 – Points – Commendable
7. Bright Horizons – 104 – Points – Commendable
8. Cross Creek School – 100 – Points – Commendable
9. Andrews High School – 99 – Points – Commendable
10. Academic Solutions High School – 90 – Maintaining
11. Sunfire High School – 90 – Points – Maintaining
12. Whispering Pines Exceptional Ed. Center – 90 – Points – Maintaining
13. Ascend Career Academy – 82 – Points – Maintaining
14. Whiddon Rodgers Education Center – 79 – Points – Maintaining
15. Lanier-James Education Center – 54 – Points – Maintaining
16. The Quest Center – 47 – Points – Unsatisfactory
17. Wingate Oaks Center – 45 – Points – Unsatisfactory

As shown above, Sunrise High School was one of 8 out of 17 schools that received a "Commendable" rating last year. The school ranked second among the alternative schools in Broward County for "Total Points Earned" in ELA and Math learning gains during the 2018-2019 school year.

Sunrise High School is one of 5 out of 17 schools to earn a "Commendable" rating for two



years consecutively. With 45% of students demonstrating ELA learning gains in 2019, the school meets or exceeds the performance of 13 schools in this component. With 75% of students demonstrating Math learning gains in 2019, the school meets or exceeds the performance of 13 schools in this area.

**I. Identify the charter school's school grade.**

Sunrise High School does not receive a 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?**

Not applicable.

- **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?**

Not applicable.

- **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?**

Not applicable.

**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.**

Not applicable.

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

Not applicable.

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

Not applicable.

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

Sunrise High School was one of 8 out of 17 alternative education schools in Broward County that received a "Commendable" rating in 2018-2019. Sunrise High School is one of 5 out of 17 schools in Broward County to earn a "Commendable" rating in 2017-2018 and 2018-2019, for two consecutive years.

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



Sunrise High School has received School Improvement Ratings of Commendable or Maintaining for all years of the current charter term as shown below:

- 2015-2016: Maintaining
- 2016-2017: Maintaining
- 2017-2018: Commendable
- 2018-2019: Commendable

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

- Provide in-cohort and post-cohort graduation rate data.

The majority of students who attend Sunrise High School are not in cohort. The school specializes in graduating non-cohort students who need credit recovery options, flexible scheduling, strong educational support through high-quality direct instruction, research-based interventions, social-emotional support, and individualized mentoring. However, as reported in EdStats.fldoe.org., Sunrise High School has shown a significant increase in the percentage of in-cohort students who earned a high school diploma from 16% in 2014-2015 to 30% in 2017-2018. The chart below shows the in-cohort graduation rate for Sunrise High School as reported in EdStats:

Year	Graduation Rate
2014-2015	16.0%
2015-2016	17.6%
2016-2017	13.1%
2017-2018	30%

Sunrise High School defines a "senior" as a student who has earned 16 high school credits (regardless of their cohort year). The school's goal is to help students achieve "senior" status and graduate during the year in which they begin the school year as a "senior." Upon enrollment at Sunrise High School, each student works with the Guidance Counselor/Academic Advisor to develop an individualized Graduation Plan (also referred to as "graduation tracker"). School staff closely monitor each student's progress in meeting the goals stated in his/her graduation plan. Academic and emotional support is provided throughout the student's academic journey at Sunrise High School. The school's annual graduation rate is determined by the percentage of "seniors" who graduate in the year in which they are identified as "seniors" (16 or more credits in the fall of that year). As shown in the chart below, Sunrise High School has graduated an average of 68% of its seniors annually during the current charter term.

<b>School Year</b>	<b>Number of Seniors (16 or more credits)</b>	<b>Number of Graduates</b>	<b>Percentage of Seniors Earning a Standard Graduation Diploma</b>
2015-2016	110	80	72%
2016-2017	95	55	58%
2017-2018	115	86	75%
2018-2019	120	79	66%

\* The number of students with 16 or more credits was determined by accessing records through

Maestro, the school's student information system.

○ **What has been the charter school's graduation rate goal?**

Sunrise High School's graduation rate goal has been to increase the percentage of students who graduate by a minimum of 5% annually.

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

Sunrise High School has implemented several student success initiatives to improve its graduation rates. Most students enter the school with the intention of graduating. They recognize that a high school diploma is an opportunity to improve their lives and build a more secure future. However, despite the benefits associated with completing high school, many students are unable to persist through graduation. To increase graduation rates, Sunrise High School offers students "wrap around" services, resources and support that include, but are not limited to, the following:

- Sunrise High School gives students convenient access to learning materials by ensuring that digital access is available on the first day of class and that digital course content is interesting, interactive, differentiated, and simple to use.
- Sunrise High School analyzes student data to identify struggling students, pinpoint the specific areas where they need extra attention, and provide the necessary supports using appropriate strategies, materials and resources.
- Sunrise High School's Academic Advisor helps students set goals, develop academic plans and directs students to additional services and resources that can help meet their specific needs. By developing an Individualized Graduation Plan for each student upon enrollment at the school, the Principal, the Guidance Counselor/Academic Advisor, the student's teachers,

and the student's mentor, are able to jointly monitor the student's progress toward achieving his/her graduation goals. The student is also able to chart his/her own pathway to graduation and beyond.

- Sunrise High School believes that it is important for school personnel to develop strong relationships with students in order to give them the best chance of success in accomplishing their goals. As such, the school has developed a Student Mentoring Program that ensures each student has an assigned mentor who meets with his/her mentee each week to provide guidance and support not only in academic areas, but also to provide social-emotional support.
- **What measures will the charter school implement to increase its in-cohort and post-cohort graduation rate to meet its goal?**

The target student population served by Sunrise High School consists primarily of at-risk, minority students who are credit deficient and overage. Therefore, the vast majority of students are not in-cohort. The school's mission is to "retrieve" students who have dropped out of the traditional high school or are on the verge of dropping out or "aging out" of the traditional high school. Sunrise High has been successful in offering these students a pathway for earning a standard high school diploma whether they are in-cohort or not. The strategies listed above have been instrumental in helping disenfranchised students to graduate from high school. Many of these students may not have been able to graduate without a program such as the one offered by Sunrise High School.

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

Sunrise High School support students in meeting college, career, and life readiness. The school utilizes the three E's approach. This approach includes options such as Enrollment in post-secondary academic institutions, Enlistment in the military and Employment in the workforce. One of the school's main goals is to increase the number of students attending college after graduation. Students who enroll work with the Guidance Counselor/Academic Advisor to determine interest and aptitude for post-secondary plans. The school assists and guides students in completing the required high school curriculum and works closely with all students ensuring they are on track for graduation. Eligible students are encouraged to take dual enrollment courses at Broward County College and to apply for Bright Futures.

To support career readiness, Sunrise High School has hired a Director of Career & Technology Education to develop and promote career options and pathways for its students during the next charter term. With the support and direction of the Guidance Counselor/Academic Advisor, students will identify and select a career pathway of their choice. Student in grades 9-12 will have the opportunity to enroll in the Career Academy. The Career Academy is designed to prepare students for employment opportunities, industrial certifications and/or the continuation of post-secondary education. Students will be able to complete their career and technical education by online courses, simulation labs, hands-on instructions and on- job-training/internship. Career Academy will offer programs in Business, Health Science, Technology and Human Services. Career Academy will equip students with real-world skills in order to enhance the high school experience and provide real options for rewarding careers. The CTE Director will seek to establish relations within the school's community to identify and develop business partnerships, support and sponsorship.

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

As stated in response to Question C above, Sunrise High School has developed a

comprehensive plan to increase the average daily attendance rate of students. A set of strategies currently being used by the school to increase student attendance is provided below:

- Teachers, school leaders, and staff verbally express to students that they care when students miss school.
- Teachers reach out to frequently absent students to find out in a supportive manner why they are missing school and what would help them attend more regularly and on time.
- Teachers and school leaders work with parents to stress the importance of education and to learn about any barriers to regular attendance.
- The school creates a positive, nurturing, and engaging learning environment that encourages students to come to school.
- The school implements a school-wide system of incentives and rewards for both regular attendance and course completion.
- The school encourage families to work closely with social workers or nurses, as well as community agencies, to get needed support to help students and families address barriers that negatively impact regular school attendance.
- The school uses ParentLink to make automated calls to parents regarding truancy.
- The school's truancy Officer visits the homes of students that have been absent for more than three days.
- The school implements the Family and Friends program to assist families that have a myriad of family-related problems.

**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**

Students who are not able to pass the statewide assessments may use concordant or comparative scores for the alternate assessments approved for each cohort in order to meet graduation requirements. The chart below shows the number of students who achieved a concordant or comparative score on each alternate assessment during the 2018-2019 school year that enable them to meet to the ELA or math graduation requirements.

<b>Alternate Assessment*</b>	<b>Subject</b>	<b>Number of Students Achieving Concordant or Comparative Score</b>
SAT	ELA	9
ACT	ELA	9
ACT	Math	9
PSAT/NMSQT	Math	0

PERT

Math

67

\*Tests approved by the state are based on cohort year

## Attachments

### Section 1: FEDERAL AND STATE ACCOUNTABILITY

– No Attachments –

## 2. MISSION-SPECIFIC ACCOUNTABILITY

### Section Evaluation

Meets the Standard Rhonda Stephanik, 12/3/19

Final Rating

Meets the Standard

#### 1. MISSION SPECIFIC ACCOUNTABILITY

##### Mission-Specific Accountability:

Achievement of Mission/Specific Goals

In narrative format:

##### A. What is the school's mission?

The mission at Sunrise High School is to provide an alternative graduation path for students who are at risk through dropout intervention services that include a self-paced quality education in a personalized environment with a focus on successful postsecondary transitions.

##### 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.

Sunrise High School is making significant progress in achieving the school/ mission-specific goals below as defined in the charter school's agreement. During the current charter term, the school has made great improvement in the school improvement rating (SIR) and the percentage of students taking the assessments and meeting graduation requirements each year.



The initial five-year contract for Sunrise High School (formerly known as Mavericks High of Central Broward) was approved on May 18, 2010. The charter contract for Sunrise High was renewed in 2014-2015 and approved on May 19, 2015. The five-year agreement started on July 1<sup>st</sup>, 2015 and ends on June 30<sup>th</sup>, 2020. The approved contract identified

A summary of the school's "deficiencies" in Educational Performance and Organizational Performance identified in the 2015 charter renewal contract, and the actions taken by the school to rectify the deficiencies and meet stated goals, are provided below:

**Educational Performance** (4 areas of deficiency)

1. **State Accountability**: Failure to meet the state's performance requirements for the last three consecutive years (2012, 2013, 2014).

**Remedial Measures/Results:**

- The school increased the percentage of students tested during the past four years as follows:  
  
2016 – 67% students tested  
  
2017 – 86% students tested  
  
2018 – 98% students tested  
  
2019 – 97% students tested
- The school improved its School Improvement Rating during the past four years as follows:  
  
2016 – Maintaining  
  
2017 – Maintaining  
  
2018 – Commendable  
  
2019 – Commendable

2. **Education Program Implementation**: Failure to provide evidence of an intensive reading curriculum plan for grades 9-12.

**Remedial Measures/Results:**

- The school implements the Broward County Comprehensive Research-Based Reading Plan with fidelity, including the use of state-approved, research-based curriculum materials (Edge and Rewards) and a supplementary program (Reading Plus) to increase student proficiency.
- The school's Problem-Solving Team implements the MTSS/RtI framework to identify students with academic and/or behavioral problems. The Team addresses individual students' needs through a problem-solving approach that guides the team in determining appropriate interventions, progress monitoring measures, and interval performance reviews to determine effectiveness of interventions and make decisions regarding next steps.
- The percentage of ELA Student Learning Gains during the past four years are as follows:  
  
2016 – 20%

2017 – 30%

2018 – 62%

2019 – 45%

3. Exceptional Student Education: Failure to comply with specific state and district guidelines and documentation related to the ESE program.

Remedial Measures:

- The school ensures compliance with all ESE requirements that were cited as “deficiencies” by taking appropriate actions that include, but are not limited, to the following:
  - a. Document proper membership on Parent Participation Form
  - b. Document proper membership for IEP meetings
  - c. Ensure proper excusal forms to document when proper membership in unable to attend IEP meeting
  - d. Maintain required documents on District’s student management system (EasyIEP)
  - e. Provide Parent Notification Form
  - f. Update positive behavior intervention plans by the annual data
  - g. Provide 10-day notice and/or second notice to parents for EP meetings
  - h. Document purpose of EP meeting properly
- Results of Programmatic Reviews conducted by the District during the current charter term have shown that the school complies with ESE program requirements.

4. English Language Learners: Failure to comply with specific state and district guidelines and documentation related to the ESOL program.

Remedial Measures:

- The school has taken steps to ensure compliance with specific ESOL Program requirements that were cited as “deficiencies” by taking appropriate actions that include, but are not limited, to the following:
  - a. Follow procedures for convening ELL committee meetings
  - b. Ensure that teachers know the language classifications of their students and what they mean
  - c. Provide differentiated instruction to meet the language needs of ELLs and document strategies in lesson plans
  - d. Provide appropriate English to heritage language dictionaries for ELLs
  - e. Provide student registration forms in requested home language upon request
  - f. Ensure attendance at all ESOL Contact meetings
- Results of Programmatic Reviews conducted by the District during the current charter term have shown that the school complies with ESOL program requirements.

**Organizational Performance** (one area of deficiency)

1. Staffing: Failure to follow specific requirements for instructional personnel in regards to Highly Qualified Teachers and Out-of-Field Teachers.

Remedial Measures:

- The school consistently follows specific requirements for hiring state-certified teachers and complying with the provisions of Out-of-Field Waivers.
- The Certification Self-Audit report included as Attachment V provides evidence of compliance.
  - **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.**

Sunrise High School has taken deliberate steps this year to continue making progress in achieving its school/mission-specific goals. To ensure that over 50% of students demonstrate learning gains in both reading and mathematics, the school will continue to provide professional development and coaching for teachers and use data results to target the needs of students. Teacher-administrator data conferences will be held two times per month to address the needs of students and to review their most recent performance results on ELA progress monitoring assessments. Teachers will continue to conduct quarterly data chats with students to monitor progress on interim assessments.

**Sources of evidence for this section should include attachments of the following:**

- **The mission statement as defined in the charter school's initial contract/application**
- **In cases of subsequent renewals, include the mission statement as defined by the current agreement.**

## Attachments

### Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

## 3. EDUCATIONAL PROGRAM IMPLEMENTATION

### Section Evaluation

		Final Rating
Does Not Meet the Standard	Joe Luechauer, 11/12/19	Partially Meets the Standard
Partially Meets the Standard	Kim Punzi-Elabiary, 11/21/19	
Partially Meets the Standard	Allisyn Axelrod, 11/21/19	
Partially Meets the Standard	Laurie Steinberg, 11/21/19	
Meets the Standard	Celia Jimenez, 11/25/19	
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

Does Not Meet the Standard Matt Schroeder, 11/25/19

Does Not Meet the Standard Marilyn Johnson,  
11/26/19

Partially Meets the Standard Hanne Rega, 11/26/19

Meets the Standard Detra Adams, 11/27/19

## 1. EDUCATIONAL PROGRAM IMPLEMENTATION

### Educational Program Implementation:

- A. *Implementation of Mission*
- B. *Implementation of Curriculum and Instructional Techniques*
- C. *Implementation of Specialized Instruction for Students (particularly of those below grade level)*
- D. *Data-Driven Decision-Making*
- E. *Implementation of Exceptional Student Education Programs*
- F. *Implementation of ESOL Program*
- G. *Implementation of MTSS/RtI Early Warning Systems*
- H. *Early Warning Systems*

### In narrative format:

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

The mission at Sunrise High School is to provide an alternative graduation path for students who are at risk through dropout intervention services that include a self-paced quality education in a personalized environment with a focus on successful postsecondary transitions. In keeping with the school's mission, the learning environment at Sunrise High School is designed to allow students in grades 9-12 to accelerate completion of courses and credit accrual through a learning environment inclusive of technology-driven instruction, teacher-directed instruction, and individualized student support and mentoring. Student learning is supported by highly dedicated, certified teachers and additional support staff.

During the past four years, the school has effectively implemented its mission to provide an alternative graduate path as evidenced by an increase in the school's graduation rate. Additionally, the school has made great strides in increasing student learning gains in reading and mathematics when comparing results for the first year of the current term (2015-2016) to the most recent assessment results (2018-2019). As previously stated, Sunrise High School ranked **second** among **17** alternative schools in Broward County for the "Total Points" earned in learning gains for the 2018-2019 school year. The school also improved and maintained a "Commendable" School Improvement Rating for the past two years. Finally, the school has fulfilled its philosophy that every student, given the right tools, support and environment, can succeed and exceed



expectations. With the proper resources, and the flexibility to adapt and differentiate instruction, Sunrise High School successfully involves students in the learning process and provides them with the right tools to successfully transition to the next level.

**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.**

The school is not required to develop an annual School Improvement Plan.

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

Sunrise High School's curriculum prepares students in grades 9-12 to achieve the Language Arts Florida Standards (LAFS), Mathematics Florida Standards (MAFS), and the Next Generation Sunshine State Standards (NGSSS) for other core subjects, as adopted by the State of Florida. The curriculum is designed to help students master standards and acquire the knowledge and skills necessary for success in high school and beyond. The educational program also prepares students for post-secondary studies and selected careers.

The school's individualized, self-paced, standards-based online curriculum—**EdisonLearning eCourses**—provides over-age, credit-deficient students with the opportunity to accelerate course completion in order to "recover" credits. Online learning is combined with high-quality, teacher-directed instruction. Teachers ensure instruction is tailored deliberately to meet the needs of all learners, in individualized, small group or whole class contexts. Teachers interact with individuals, groups, and the whole class, at key points during the lessons, to explore progress and motivate learners. Teachers serve as guide and project mentor as they lead students to engage in their own learning in all core subject areas using the research-based instructional methods and strategies described below.

### ***Direct Instruction***

- Explicit instruction based on lesson plans
- Specific teacher "scripts", with an emphasis on pace
- Students reach mastery as quickly as possible

### ***Differentiation***

- Connects learning to individual student need
- Engages and motivates students
- Enhances achievement by reaching all modalities

### ***Gradual Release of Responsibility***

- Direct instruction (I do)
- Guided instruction (We do)
- Independent Practice (You do)
- Collaborative Practice (You do together)

### ***Rotational Instructional Model in Reading***

- Whole Group Warm Up
- Small Group Instruction



- Interactive Reading
  - Independent Reading
  - Whole Group Wrap Up
- **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.**

The curriculum at Sunrise High School, **EdisonLearning eCourses**, is fully developed to fulfill requirements in math, science, English, social studies, world languages, and selected electives for students in grades 9-12. This online curriculum is designed to support academic success for all students, from those not prepared for gradelevel academic challenges to those capable of accelerating their learning. Although the course types vary in structure, each course band shares a common scope and sequence, and covers the same rigorous, standards-based content. Each *eCourse* lesson is designed to be modular, applying the Universal Design for Learning to each objective. The content is presented through text, media, and interactive content aligned with specific system-graded and teacher-graded assessment items spanning all depths of knowledge. EdisonLearning offers various course types to meet the need of each program and learning including, but not limited to:

- Foundation
- Competency-Based
- Credit Recovery
- Project-Based
- Honors

Student progress in all *eCourses* is monitored using a combination of mastery-based system-graded assessments and teacher-graded summative assessments. Every *eCourse* lesson and unit ends with at least one assessment. Lesson assessments are system-graded and require that students must meet or exceed the mastery threshold, typically an 80%, to unlock and proceed to the next lesson. If students are not successful in their assessment attempt, they will be directed to additional learning objects and assessment attempts until the max attempt threshold is met. Therefore, the system differentiates instruction for each student.

Additional curriculum resources include research-based reading and mathematics programs that are designed to support students who need additional help in mastering standards in reading and math. The programs used by the school in addition to the *EdisonLearning eCourses* include: Edge (National Geographic Learning); REWARDS (Voyager Sopris Learning); Reading Plus; Study Island (Edmentum); and other online resources such as Math Nation, Khan Academy, ReadWorks, and ReadTheory.

### **English Language Arts and Reading**

Sunrise High School implements Broward County's Comprehensive Research-Based Reading Plan. The school adheres to the specifications set forth by and takes full advantage of the myriad resources available from, the State of Florida's Just Read, Florida! Initiative. Students must complete a minimum of one Reading Plus® Assessment, or story, each day to assist with growth in fluency, comprehension, and vocabulary. Instruction focuses around the critical components of reading, and teachers use a set of strategies to address the needs of students who are reading at or above grade level and specific strategies for students reading below grade level.

Students reading at or above grade level are challenged through rigorous lessons provided through the EdisonLearning Project Based and Honors eCourses. All eCourses include an Extension component. The lesson format extends the concepts of the lesson and connects students with outside resources and practice opportunities. Additionally, during DI lessons, teachers use enrichment strategies and extension activities to challenge students that include, but are not limited to, higher order questioning/open-endedness; discovery approach: inductive vs. deductive reasoning; citations of proof and evidence of reasoning.

Students working below grade level are supported through eCourses which are designed to support reluctant or struggling learners, while still maintaining the same academic rigor. Audio programming components of the online curriculum, such as the text to speech functionality, allow lessons to be heard as well as read. In addition, the text to speech toolbar includes a dictionary, picture dictionary, search, and single word translation to also assist struggling readers. EdisonLearning eCourses allows all students to benefit from the curriculum

### **Intensive Reading**

All students who achieve a Level 1 or 2 on the Florida Standards Assessment in English Language Arts (FSA-ELA) are enrolled in an Intensive Reading course taught by a teacher who is certified or endorsed in Reading. The core reading curriculum used with students in grades 9-12 requiring Intensive Reading is Hampton-Brown Edge: Reading, Writing, & Language (National Geographic Learning). For students in grades 9-12 who are receiving Tier 2 reading interventions, the school uses the appropriate level of Edge, and for Tier 3 students, the school uses REWARDS (Renaissance). To support struggling readers as they complete their online ELA courses, the *EdisonLearning eCourses* curriculum includes "Reading Guides" that increase students' interaction with and comprehension of an assigned text. Each Reading Guide consists of a "before-reading" section with vocabulary, terms, and an anticipatory set. This is followed by a "during-reading" section that asks students to answer questions as they are reading.

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

Sunrise High School's program design supports struggling students' ability to achieve grade level proficiency. Many of the students in the at-risk, target population have personal challenges in their lives that have prohibited them from succeeding in the traditional school setting. The school's flexible schedule and self-paced online program, combined with individualized instruction, provides at risk students with the best possible opportunity for success. The Principal recruits qualified teachers that are not only state-certified (and reading certified or endorsed), but that are dedicated and committed to working with the school's target student population. The following programs and school-wide strategies support students at risk of not meeting academic requirements or of dropping out:

- Credit Recovery and Acceleration Opportunities through a flexible, self-paced program combined with teacher-directed instruction
- Individualized Student Mentorship Program
- Individualized Instructional Plans
- Social-Emotional Learning
- College and Career Preparation
- Multi-Tiered System of Supports
- Community Partnerships
- Parental Engagement

**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.**

The school uses the following qualitative and quantitative data to inform and guide instructional planning and practices that are aligned with state standards:

**Qualitative Data:** As the instructional leader of the school, the Principal manages, analyzes, and interprets qualitative data in collaboration with other members of the leadership team. School leaders observe classrooms and provide teachers with explicit feedback on their performance to improve practices and to determine whether a specific teacher, or a specific group of students, needs academic support. The assistance provided to teachers includes the following: professional development; lesson modeling; coaching; ongoing classroom walkthroughs followed by timely feedback; weekly administrative review of lesson plans to provide feedback and recommendations; scheduling of the teacher to observe highly effective teachers; and assignment of a mentor to work with the teacher on developing quality lessons which are aligned with the Florida Standards as well as the Next Generation Sunshine State Standards. Teachers use qualitative, relational data when they conduct data chats with students. Through conversations with each student, teachers can differentiate instruction to ensure that lessons address the individual needs of all students. The school also administers parent, student and staff satisfaction surveys to gather data regarding satisfaction with the learning environment, which can also reveal areas in need of improvement.

**Quantitative Data:** Collection of student data begin during the admissions process. Ongoing monitoring through multiple student outcome measures, including diagnostic, formative and summative assessments, is combined to create a picture of student learning progression. On a daily basis, teachers utilize online assessments and real-time performance data to gauge student growth, differentiate instruction, and remediate deficiencies through direct instruction. In conjunction with available state assessment results, teachers analyze data from various sources (i.e. Reading Plus®, Study Island®, FAIR, *EdisonLearning eCourse* tests, and interim assessments) in order to group students with common skill deficits together for small-group direct instruction. These data results help teachers identify and correct gaps in their teaching, and the turnaround for receiving results is faster. These test results and other forms of classroom-generated outcome data are sometimes more useful than local or state test results for instructional planning purposes and for guiding instructional practice. The administrative team analyzes the results of progress monitoring and *eCourse* assessments and uses the data to guide administrative decisions regarding school improvement objectives, curriculum expenditures, and personnel needs.

**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.**

Sunrise High School implements a comprehensive plan, aligned with the Exceptional Student Education Policies and Procedures of the Broward School District to identify, document, service, and evaluate students with disabilities. The school meets all applicable state and federal requirements including the Individuals with Disabilities Education Act



(IDEA) and Section 504 of the Rehabilitation Act of 1973. The school's Collaborative Problem-Solving Team (CPST) includes the Principal, ESE Coordinator, general education teacher, students, and parents, if applicable. The CPST is led by the Principal who facilitates the process and follows all protocols provided by the District Manual as well as the Response to Intervention process when there is an academic or behavioral concern for a student. Staff understands that a referral alone does not qualify a child for additional services through an Individual Education Plan (IEP). The school recognizes that students encountering "at-risk" academic or behavioral situations require effective documented interventions. All identified students with disabilities receive services in accordance with an active IEP. All procedural safeguards are met in terms of provisions such as parental consent and written notice of meetings. Special education services are provided by qualified personnel or contracted to a licensed outside agency, as deemed necessary according to the student's IEP.

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

The Individual Education Plans (IEP) for Students with Disabilities are reviewed each year. At the annual meeting, the IEP team at Sunrise High School discusses the continuum of services and placements to meet the unique needs of SWDs in the least restrictive environment. The team develops a present level of performance based on data, which drives the development of IEP annual goals and determines the services that the student requires to receive a Free Appropriate Public Education (FAPE). A student's need for supplementary aids and services is determined at least annually by the IEP committee.

The IEP team reviews SWDs' progress on their annual goals, at least quarterly, and works with the school's Special Education Director to review services and state/district assessment data. The ESE Coordinator provides quarterly reports to the Principal on the progress of the students in the ESE program (including a comparison of ESE student data with non-ESE student data). Also, the ESE Coordinator communicates any concerns held by parents, students, staff, or teachers related to services provided for Students with Disabilities.

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

Sunrise High School reviews each gifted student's EP at a minimum every two years. The school's IEP team develops a present level of performance based on data, which drives the development of EP goals and determines the services that the student requires to receive a Free Appropriate Public Education (FAPE). Gifted learners receive accelerated supports dependent upon their prioritization of educational needs as prescribed in their EPs.

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

All identified students with disabilities receive services in accordance with their IEP. All procedural safeguards are met in terms of provisions such as parental consent and written notice of meetings. Examples of the types of accommodations, modifications and curriculum adaptations that are provided include, but are not limited, to:

- Quantity - Adapt the number of items to learn or the number of activities to complete
- Time - Adapt the time allotted and allowed for learning, task completion, or testing
- Level of support - Increase the amount of personal assistance to keep the student on task or to reinforce or prompt use of specific skills
- Input - Adapt the way instruction is delivered to the learner

- Difficulty - Adapt the skill level, problem type, or the rules on how the student may approach the work:
- Output - Adapt how the student can respond to instruction

Sunrise High School also provides a continuum of direct and indirect ESE services utilizing various service delivery models. Special education services are provided by qualified personnel or contracted to a licensed outside agency, as deemed necessary according to the student's IEP. The ESE teacher collaborates with the General Education Teacher to provide and monitor effective academic and behavioral strategies to use with the student and reviews any required curriculum accommodations or modifications that are required. Additionally, any resource room (pull out) services the student may require, as delineated in the student's IEP, are provided by an ESE-certified teacher.

- **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?**

Sunrise High School provides educational services to students eligible for gifted services in accordance with the state and district Exceptional Student Education Policies. The school offers a continuum of services to meet the needs of gifted students which include enrichment activities and enrollment in challenging eCourses. Gifted learners receive accelerated supports dependent upon their individual needs as prescribed in their EPs. The service delivery model includes consultation services provided by a teacher who is endorsed to teach gifted or on an approved waiver to complete the gifted endorsement. The school's online courses allow gifted students a personalized learning experience at an accelerated pace. Teachers also use research-based differentiated instructional strategies to support the learning of gifted students which include, but are not limited, to:

- Providing Multiple Resources with Extended Depth of Content
- Use of Accelerated Resource Materials
- Accelerated Pacing in course completion
- Differentiating the learning process
- Higher Order Questioning/Open-endedness
- Discovery Approach: Inductive vs. Deductive
- Citations of Proof and Evidence of Reasoning
- Simulations
- Self-Choice

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

Sunrise High School monitors the progress of SWDs using these key indicators:

- Students' Progress on IEP Goals
- Classroom Performance
- Results of State and District Assessments

Students' progress on their annual goals is reported to students and parents at least quarterly. The school's contracted educational service provider, EdisonLearning, assigns its Special Education Director to provide oversight, in collaboration with the District, and meets with the school's ESE Coordinator on an on-going basis to review services, compliance data, and state/district assessment data to identify any key training and/or resources needed. Other measures to monitor the progress of SWDs include classroom/teacher observations, student performance data on state and school-wide



assessment measures, and feedback from students, parents, and staff. The ESE Coordinator provides regular reports to the Principal on the progress of the students in the ESE program during data meetings.

**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.**

All students classified as English Language Learners (ELLs) are provided with appropriate services to meet the student's needs in acquiring the English language and succeeding academically. Students in the ESOL program are required to meet the same curriculum standards as non-ELLs in English/Language Arts and content area instruction. ESOL strategies, supplementary materials, and native language assistance are used to ensure that comprehensible instruction is being provided to every student identified as an English Language Learner. The school provides services in accordance with Florida Department of Education and the Broward County School District guidelines to meet the needs of qualifying students. These procedures are aligned to the Florida Department of Education's ESOL agreements and stipulations under the terms of the META Consent Decree.

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

Sunrise High School follows the guidelines for identification, placement, and scheduling for ELL students. Identification of ELLs begins at registration. The school's registrar offers support with completing registration forms, providing community resources, reviewing transcripts, and making placement recommendations, in the native language of the parent if necessary. All registration forms and related school documents are translated and available in Spanish, Haitian-Creole, and any other language primarily spoken by members of the community (i.e., Portuguese). Parents/families complete a home language survey during the registration process. Any survey with at least one affirmative response is directed to the ESOL Coordinator so the student can be scheduled for a language screening assessment. The designated District Language Screener must be administered within 20 days of enrollment to ascertain if the student qualifies for ESOL services. Students who score below proficient on the screening assessment are eligible for ESOL services and are placed into the ESOL program. The school notifies parents, if applicable, of a student's identification for participation in the ESOL program within the prescribed period. The notice provides parents with specific information about their child and the language instruction program. A student ELL Plan is developed and updated on an annual basis based on re-evaluation results. The ESOL teachers track and monitor ELL students' progress in accordance with the District's policies and procedures.

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

Sunrise High School follows and will continue to follow all policies and guidelines as stipulated in Broward County's District English Language Learners (ELL) Plan. Sunrise High School emphasizes academic and social language development for students from various cultures and backgrounds who speak native languages other than English. The school's ESOL program supports its mission to inspire students to reach their academic potential, strengthen their resiliency and resolve to succeed, and develop the strong work ethic and strength of character that enable them to graduate from high school with the knowledge, skills, preparation, and confidence necessary to pursue the avenues that will lead them to success, self-sufficiency, and a life of accomplishments. The school ensures that all English Language Learners have access to all programs offered and that parents of ELLs receive ongoing communication in their native language about school programs,

events, and the progress of their children. Instructional approaches, both in ESOL and general education classes, ensure that the needs of ELL students are accommodated.

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

The academic success and equitable access to all core academic programs for English Language Learners is of utmost importance to Sunrise High School. Presentation of concepts and material is adjusted to address the learner's level of English proficiency. The ESOL teacher works collaboratively with general education teachers to provide comprehensible instruction that meets the needs of each English Language Learner. The school's ESOL Program aligns with District's ESOL goals which include but are not limited to:

- English Language Development
- Literacy Development
- Academic Achievement

The *EdisonLearning eCourses* curriculum supports struggling learners while still maintaining the same academic rigor. Audio programming components of the online curriculum, such as the text to speech functionality, allow lessons to be heard as well as read to support English Language Learners. In addition, the text to speech toolbar includes a dictionary, picture dictionary, search, and single word translation to also assist struggling readers.

Through the mainstream-inclusion model, Sunrise High School provides comprehensible instruction for ELLs using a variety of strategies that support the acquisition of the English language, supplementary resources, and bilingual assistance, if required. The Principal and ESOL Coordinator/Teacher is responsible for ensuring that ESOL strategies are being effectively used within the School. Appropriate strategies and activities are evident in lesson plans for all teachers providing instruction to ELL students. ESOL strategies and teaching methodologies to be used in the classroom include, but are not limited, to:

- Speaking slowly, enunciating clearly, and using nonverbal language (e.g., facial expressions and gestures) when communicating with ELLs
- Arranging for students to have peer support in the classroom from students who are proficient in English and working on grade level
- Labeling of items in the classroom
- Using pictures, manipulatives, concept maps, student drawings, mnemonic clues, visualization, five-senses organizer
- Providing guided reading opportunities and explicit instruction in vocabulary and spelling,
- Modeling, engaging in think-alouds and using guided questions
- Having native language/English dictionaries available for students in classrooms
- Identifying similarities and differences; using graphic organizers (mapping, Venn diagrams, cause-and-effect organizers)
- Engaging students in group projects, using the language experience approach, engaging in shared reading and writing opportunities, using cooperative learning approach.

English Language Learners shall be entitled to equal access to programs and support services provided by the school. ELLs not meeting state standards and struggling academically require a review by the ELL committee to develop an appropriate progress monitoring plan that may include intensive reading remediation, tutoring, and additional academic supports.

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

To provide the highest quality education possible for all students, Sunrise High School implements the Multi-Tiered System of Supports/Response to Intervention (MTSS/Rtl) model. This framework uses evidence-based instruction and interventions, progress monitoring, and evaluation for ongoing tracking of individual student progress in order to make informed decisions about the educational needs of each child. The MTSS/Rtl model provides students who do not respond to instruction with increasingly intensive levels of intervention. provide interventions at the school level, classroom level and/or individual level. By implementing the Rtl process, the school identifies students at risk for poor learning outcomes, monitors student progress, provides evidence-based interventions and adjusts the intensity and nature of those interventions depending on a student's responsiveness. The Tiered Academic Interventions are described below.

Tier 1 instruction addresses the needs of most students and delivers high quality instruction that is culturally and linguistically responsive to the student population. The school uses the *EdisonLearning eCourses* curriculum. Students requiring interventions will be required to complete targeted skills-based lessons in conjunction with the online curriculum using additional *eCourses* resources. Additionally, all students are required to complete a specific number of lessons in *Reading Plus* at the beginning of each day or learning session. Students scoring a Level 1 or 2 on the FSA ELA are enrolled in an Intensive Reading course. *Edge* is used as the core curriculum program for grades 9-12. It is the school's goal that every student demonstrates more than one year's growth in reading and math by the end of each school year.

Students who are not making progress through Tier 1 core instruction in reading and/or math are referred to the CPST. At Tier 2, the school uses the research-based reading programs—*Edge* and *Reading Plus*—along with appropriate reading strategies with students who require additional support. Students at Tier 2 are scheduled for specific small-group, direct instruction and interventions on specific days and times. To assist students who are struggling in math, the school uses a research-based program such as *Study Island* and/or *Algebra Nation* to provide students with necessary instruction and interventions at specific times during the week. If the Tier 2 program implemented for the student does not show improvement over the designated time for the interventions, the CPST may recommend additional time for the Tier 2 interventions, or the team may recommend Tier 3 interventions.

At Tier 3, Sunrise High School provides more intensive instruction in reading or math (as needed). For reading, the school uses the *Reading Plus* program as well as the *Rewards* program. In the area of math, Tier 3 students receive instruction using a research-based program such as *Study Island* and/or *Accelerated Math* program as well as a variety of resources from the *eCourses* curriculum to address foundational skills in math. Tier 3 students receive intensive instruction in groups of no more than five students. Within that group, students may also receive one-on-one instruction as needed. Tier 3 interventions are more intense than Tier 2 interventions and require students to work more frequently with the reading or math interventionist at scheduled times each week (for a designated period). Parents/guardians are asked to participate in the process and to assist students in making progress.

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

The Collaborative Problem-Solving Team (CPST) consists of Sunrise High School's Principal, the ESE Coordinator, General Ed Teacher, Parent, Student (as appropriate), and any other relevant service providers. The school also works with Broward County Public School's designated ESE Specialist as necessary in accordance with



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

Although many students at Sunrise High School are over the age of majority, the school encourages and documents parent participation at all stages of the MTSS/RtI process when applicable. As struggling students are identified, the CPST provides parents with written notification informing them of any plan to initiate interventions or evaluations for their child. Parents and students are encouraged to provide input to assist in making appropriate decisions. Parents and/or students are provided with a copy of the intervention plan. When a student is provided with a plan by the CPST, a record of student performance is documented by the CPST.

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

Sunrise High School uses a data analysis process to provide and evaluate the effectiveness of multiple tiers of academic, behavior, and/or social-emotional instruction and intervention supports matched to student need in alignment with educational standards. The Collaborative Problem-Solving Team (CPST) meets to review school-wide data on individual students who are exhibiting academic and/or social-emotional difficulties. The CPST utilizes the MTSS 4 Step Problem Solving Process:

1. Define/identify the problem
2. Analyze the problem
3. Develop and implement a plan
4. Measure/Monitor Response to Intervention(s)

This process involves the collection of multiple points of student information data including, but not limited to, grade history, background information, attendance information, behavioral reports, and assessment data. This pool of information is coupled with data points from ongoing progress monitoring and interventions. After analysis by the CPST, a data-driven, decision-making process is followed to determine actions (i.e., interventions, adjustment of interventions, possible referral). The CPST maintains parents (and students, as appropriate) involved in the process.

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

Sunrise High School implements an Early Warning System (EWS) to identify students who are at risk of dropping out, allowing educators to intervene early. EWS is also used as a preventative measure to get students back on track for graduation. Students are identified based on academic and engagement data, such as absenteeism, course failure, grade point average (GPA), credits and discipline referrals.

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

The CPST at Sunrise High School uses the Early Warning System Data to identify students who exhibit two or more risk factors and follows the problem-solving process to determine appropriate strategies and interventions. The EWS data for students is updated on a bi-monthly basis to determine if progress has been made and inform decisions.

- **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.**



The student population served by Sunrise High School typically exhibits two or more EWS indicators that include poor attendance, behavioral infractions, Level 1 and 2 scores in math and/or reading, students, and course failure in reading and/or math. The school's mission is to provide an innovative, flexible and individualized program that will allow these students to earn a standard high school diploma. Additionally, the school's vision is to prepare each student to achieve post-graduation goals related to college and careers. In order to accomplish these goals, Sunrise High School must address the numerous obstacles faced by the majority of students who attend the school. As demonstrated through the school's improved school performance as well as its record of success in graduating students, Sunrise High School has proven that in order to achieve its goals, the school must continue providing students with "wrap around" services that include not only academic guidance and support, but also social-emotional support and individualized mentoring. The school has identified three key areas for improvement this year and developed strategies for each of these areas. As stated in response to Question 1.C above, the three key areas of focus this year are as follows: (1) Student Attendance; (2) Professional Development; and (3) Explicit, Teacher-Directed Instruction. A detailed summary of strategies implemented by the school this year are also provided in response to Question 1.C.

## **Attachments**

### **Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION**

– No Attachments –

# FINANCIAL PERFORMANCE

## 1. FINANCIAL MANAGEMENT

### Section Evaluation

### Final Rating

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

Partially Meets the Standard Reynaldo Tunnermann,  
11/20/19

Partially Meets the Standard

### 1. FINANCIAL MANAGEMENT

#### Financial Management:

- A. *Demonstration of Professional Competence and Sound Systems in Managing the Schools Financial Operations*
- B. *Adherence to Generally Accepted Accounting Principles*
- C. *Financial Reporting Requirements*

#### In the narrative:

**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.**

Sunrise High School has consistently implemented an effective system of controls over revenues, expenses, and fixed assets. The school exercise good business practices and uses sound systems in managing the school's financial operations. The Governing Board is responsible for the oversight of the school's financial stability and accountability, as specified in Florida law. The School's Governance Manual contains a section titled *Exhibit G - Accounting Practices and Internal Funds Policies* that describes the policies and procedures followed by the Board to ensure strong internal controls over financial management and compliance with all financial reporting requirements. Detailed financial statements are prepared each month and presented to the Governing Board for review and approval. The Governing Board annually selects an independent auditor to audit the School's financial records in accordance with the applicable Florida laws.

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

The Governing Board of NorthStar Academy contracts for all accounting services with an educational service provider (ESP), EdisonLearning, that demonstrates proven relevant professional experience to ensure that all accounting functions are conducted with strict adherence to generally-accepted accounting principles. The Governing Board of NorthStar Academy fully and continuously monitors the ESP and other contracted service providers. The Governing Board also provides for an annual independent audit, which in part reviews and reports on the School's adherence with generally-accepted accounting principles.

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

The school employs a compliance manager who is responsible for the monitoring, tracking and timely delivery of all financial and operational reports required under the contract. The Governing Board also requires written monthly financial and operating reports from the ESP to monitor compliance. Such reports include all financial reports defined in the school's contract including both monthly and annual reporting.

## **Attachments**

### **Section 1: FINANCIAL MANAGEMENT**

– No Attachments –

## **2. FINANCIAL VIABILITY**

### **Section Evaluation**

Meets the Standard Cecilia Zereceda, 11/19/19

#### **Final Rating**

Meets the Standard

### **1. FINANCIAL VIABILITY**

Financial Viability:

- A. Budgeting
- B. Financial Obligations
- C. Long-Term Financial Planning

In the narrative:

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

The Governing Board of NorthStar Academy contracts with an educational service provider (ESP), EdisonLearning. An EdisonLearning controller works closely with School leadership and other NorthStar Academy staff to develop an annual budget based on actual experience, district guidance and conservative projections. The Governing Board of NorthStar Academy thoroughly reviews and approves the budget annually as required by Florida laws. The controller works with the School Leader continuously throughout the year to ensure that program expenses are adjusted as necessary to insure that the School operates within a balanced budget. The Governing Board is presented with budget vs. actual reports each month accompanied with explanations for any significant variances. The Controller also works with the School leader to ensure that the timing of all expenditures provides for a positive cash flow throughout the year.

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

The School's current financial obligations consist exclusively of accounts payable and accrued liabilities for current operations and all accounts are in good standing and payments are current.

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

Sunrise High School has maintained a strong financial position in recent years due in large part to a consistent enrollment that hovers right at or just below the school's capacity. However, the school and the Governing Board recognizes the risk associated with a loss of strong enrollments numbers and is continuously looking for new ways to recruit and retain students (i.e., expanding CTE offerings). Additionally, the school maintains a reserve to further strengthen the school's long-term financial health.

The Projected Five-Year Budget for Sunrise High School for 2021–2025 is included as Attachment Q.

The school's Revenue Estimate Worksheet for 2020-2021 is included as Attachment R.

## **Attachments**

### **Section 2: FINANCIAL VIABILITY**

– No Attachments –



# ORGANIZATIONAL PERFORMANCE

## 1. STUDENT ENROLLMENT AND CONDUCT

### Section Evaluation

#### Final Rating

Partially Meets the Standard Sean Brown, 11/21/19

Partially Meets the Standard

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

### 1. STUDENT ENROLLMENT AND CONDUCT

All schools will commit to the Florida Educational Equity Act, Section 1000.05(2)(a), Florida Statutes and other Federal and/or State statutes that forbid discrimination on the basis of race, gender, marital status, ethnicity or disability.

#### Student Enrollment and Conduct:

- A. *Student Enrollment Trends*
- B. *Racial/Ethnic Composition of the Student Body*
- C. *Enrollment Procedures*
- D. *School Environment*

#### In the narrative:

- A. **Explain if the charter school's actual enrollment has been consistent with its projections.**
  - **If it has not been consistent, what measures has the charter school taken to increase student enrollment.**

Sunrise High School's student enrollment projections were that the school would be serving up to 550 (as listed in previous application) during each year of the charter term. The October and February FTE for each year of the current charter term is shown below:

2018-2019: October – 421; February – 423; Average – 422.0

2017-2018: October – 402; February – 411; Average – 406.5

2016-2015: October – 356; February – 401; Average – 378.5

2015-2016: October – 308; February – 313; Average – 310.5

Over the past 4 years, the average enrollment (Oct & Feb FTE counts) has gradually increased. The enrollment in the February FTE count is usually slightly above the October FTE enrollment during the same school year. The FTE for each year is projected using the previous school year's

October and February FTE count average. As there have been only gradual enrollment increases from year to year, the actual FTE reported is consistent with projected enrollment.

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

An online review of the demographics for the community served by the school (Area Code 33311) shows the following:

White – 2.1%

Black or African American – 92.1%

Hispanic – 4%

Asian – 0.4%

Hawaii-Pacific Islander – 0%

American Indian or Alaskan Native – 0.1%

Two or More Races – 1.2%

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

Applications are accepted on a rolling basis and the entire school year is considered an open enrollment period. All applications are date/time stamped as they are received and filed. If the number of applications exceeds the capacity of the program, class, grade level, or building, a public lottery will be held to determine which applicants are admitted. The number of seats available will be determined by the number of students who recommit minus the capacity. This is in compliance with 1002.33(10) (b). The drawing will continue until every name has been drawn and scheduled for enrollment or placed on a numerical waiting list. If a lottery is necessary, then the lottery will be system generated. Parents will be notified in writing of their child's acceptance and will have a specific timeline to respond to the school in writing of their decision to attend. If an accepted applicant decides not to attend the school, the slot will be given to the first person on the waiting list.

***Preference Categories***

- All preference categories shall be processed prior to the lottery being conducted.
- All applicants entitled to receive an initial placement preference shall be identified PRIOR to the lottery.
- Preference status entitles an applicant to be offered an available seat ahead of applicants without a preference status.
- Enrollment preferences shall be given to the following student populations:
  - Applicant sibling of a currently enrolled student
  - Students of active duty military personnel
  - Applicant children of an employee of the charter school
  - Applicant child of a charter board member
- Siblings who are applying for the first time will receive preference only after one of the siblings has been accepted.

***Enrollment Process***

Sunrise High School's Enrollment Coordinator will send for permanent record; transcript from the last school attended; verification of address/ parents' address by current utility bill, tax receipt; contract for purchase of home; authenticated birth date; immunization records showing proof of proper immunization, physical examination by a private physician or the County Health Department, within twelve months prior to entry of Florida Schools; report card or transcript from the last school attended; baptismal certificate showing date of birth, place of baptism, accompanied by parents' sworn affidavit; insurance policy on the student for at least two years; record of child's birth accompanied by parents' sworn affidavit; passport or certificate of arrival in the US showing age of child, parents' sworn affidavit with a certificate of examination from a health officer or physician verifying the student's age, immunization records showing proof of proper immunization.

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

The safety of our students and employees is a top priority at Sunrise High School. The Marjory Stoneman Douglas High School Public Safety Act (SB 7026) is a comprehensive new law that focuses on public and school safety. This new state law requires an armed, trained, first responder on every school campus during the school day which began in the 2018-2019 school year. In conjunction with State and District regulations, Sunrise High School will complete a Florida Safe Schools Assessment Report (FSSAT) and develop a security plan for the School that includes school safety and security for students, staff, the facility, and property. Options to consider include emergency equipment, training and exercise, intelligence and information sharing, and communication and notification procedures.

##### ***School Security & Threat Management***

Collaboration between law enforcement agencies and the school is paramount in ensuring school safety. Sunrise High School employs a full-time armed Security Guard to promote and maintain a safe environment in and around the school. Sunrise High School's Security Guard is also called upon to ensure the smooth flow of vehicle traffic and prompt session changes with no loitering.

##### ***Security Guard***

Sunrise High School's Security Guard monitors school grounds and areas adjacent to the school. Duties include, but are not limited to, reporting of delinquent activities, investigate allegations of criminal incidents per police department policies and procedures, enforcement of laws pertaining to possession/use/sale of controlled substances including alcohol, cigarettes, and drugs and weapons violations. The Security Guard assists Sunrise High School officials with their efforts to enforce the school's policies and procedures including the student's emotional state that may present a risk, assist Sunrise High School administrators in emergency crisis planning and building security matters. The Security Guard is visible within the school, build working relationships with Sunrise High School staff as well as with students, parents, and community groups.

##### ***Protective Measures***

Sunrise High School aligns school safety and security plans with state and district regulations and establish goals and strategies including, but not limited to, active shooter training to all staff and students, safety drills, fire drills, lockdown drills, tornado drills, and any other drills identified by the District, in compliance with the District's regulations. The school follows all safety and emergency procedures established by Broward County Public Schools and reviews them with all staff members prior to the first day of school for

students. The training includes policies and procedures related to the safety of students, staff, and visitors, as well as all measures regarding the security of the facility and property. Sunrise High School implements the following protective measures to ensure the safety of the students, staff, facility and property:

- Full-time Dean of Students
- Full-time Security Guard
- Direct communication with law enforcement
- Drills and exercises with local public safety response
- Grounds inspections
- Monitoring of security cameras

### ***Communications***

Sunrise High School uses a school radio system interoperable with school district police, local law enforcement and local fire rescue. Telephone service includes internet with 911 procedures in place. Notification systems include, but are not limited to, electronic messaging, message boards, phone notifications, intercom, and social media. The school receives districtwide communication in the event of a school wide emergency.

### ***Sensors and Alarms***

Sunrise High School uses video monitoring with a color security camera system that includes interior and exterior monitoring that is connected to emergency back-up power, recorded and stored up to four weeks, and includes remote access to security camera feeds. A keyed alarm panel is available and alarm codes have been dispersed to a limited number of staff members.

### ***Crisis and Threat Assessment Teams***

Sunrise High School has assembled a threat assessment team with access to an emergency crisis team that provides counseling and other support in dealing with emergency situations. The school has developed a Mental Health Allocation Assistance Plan to provide the necessary counseling services in alignment with district requirements.

## **Attachments**

### **Section 1: STUDENT ENROLLMENT AND CONDUCT**

– No Attachments –

## **2. FACILITIES**

### **Section Evaluation**

#### **Final Rating**

Meets the Standard Victoria Stanford, 11/26/19



**1. FACILITIES****Facilities:**

- A. *Facilities Compliance*
- B. *Health and Safety*

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

Sunrise High School complies with all applicable laws and codes to ensure the facilities are kept safe, clean, well-maintained and secure for students and staff. The school is designed to enable the school to implement its academic model. The school facility complies with applicable health codes, inspection and safety requirements. Since its opening, the school has properly and consistently maintained its facility according to the Florida Building Code pursuant to Chapter 553. The Certificate of Occupancy and all applicable health, safety and fire inspections serve as evidence of the school's compliance with all laws and codes relate to the facility.

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

Sunrise High School complies with all safety and security laws. To ensure the safety of all employees, students, and visitors, there is a central point of entry to the school building that is monitored during school hours. All staff and students are issued a school ID that is to be worn at all times while on campus. Visitors who enter the school must enter using the central point of access, produce government issued identification, and sign in and out of the building with the Office Manager or designee. Upon arrival at school and entry into the school building, students are "wanded" with a hand-held metal detector. The building is equipped with interior and exterior security cameras and there is a full-time armed Security Guard to ensure the security of students, staff, and visitors.

At Sunrise High School, all health and safety inspections are conducted on an annual basis to ensure that the school complies with all building and fire prevention codes, safety inspections, ADA requirements, and health and sanitation requirements. If there are any deficiencies noted in final reports, the school leader is accountable for taking immediate steps to ensure corrections are made.

All required fire drills, code red drills, and tornado drills are conducted each year. Drills are done during morning and afternoon sessions to ensure that all students are able to participate in them. Throughout the building and in classrooms, evacuation routes are posted.

Sunrise High School complies with the Broward County Public Schools safety and emergency procedures. At the opening of each school year, staff is provided with a PowerPoint presentation on all policies and procedures that include, but are not limited to, the following:

- Lockdown
- Evacuation
- Emergency Communication

- Safe Team
- Emergency Codes and Required Actions
- Prevention Preparedness
- Critical Incidents
- Campus/Building Safety
- Security Monitoring
- School-wide Safety Plan

## Attachments

### Section 2: FACILITIES

– No Attachments –

## 3. GOVERNANCE, STAFF AND PARENTS

### Section Evaluation

Meets the Standard Khandia Pinkney, 11/6/19

Does Not Meet the Standard Maria Yen, 11/15/19

Meets the Standard Aneatra King, 11/22/19

Meets the Standard Debbie-Ann Scott, 11/26/19

Meets the Standard Brenda Santiago, 12/2/19

### Final Rating

**Partially Meets the Standard**

### 1. GOVERNANCE, STAFF AND PARENTS

#### Governance, Staff, and Parents:

- A. *Governance Structure*
- B. *Compliance with Sunshine Laws*
- C. *Instructional Staff*
- D. *Parental Involvement*

#### In the narrative:

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

NorthStar Academies, Inc. is the non-profit entity and legal name of the Governing Board that oversees the operation of Sunrise High School. The Governing Board is responsible for overseeing the academic, financial, and operational performance of the school. The

Board sets all school-wide policies and procedures, assumes responsibility for compliance with the charter contract and applicable laws and regulations, and monitors the school's adherence to its mission and vision. The Board recruits, interviews, selects and evaluates the school's Principal. The Board delegates the day-to-day operations to the Principal and other administrative staff and has clearly established the reporting relationship between the Governing Board and the administrative staff. The Governing Board is responsible for approving budgets and ensuring that it implements sound fiscal procedures and remains financially viable. The Governing Board meets on a scheduled basis, as stipulated in the Governing Board bylaws. All meetings are advertised and conducted in adherence to the Sunshine Law. The Board monitors student performance throughout the year to ensure that the school's educational program is effectively meeting its students' needs.

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

The school's governing board (legally named NorthStar Academy, Inc. Governing Board) consists of a group of highly competent and dedicated professionals. As set forth in Rule 6A-6.0784, all Governing Board members are trained in the areas of Florida Sunshine Law, Ethics, Conflicts of Interest, Financial Responsibility, and Board Roles and Responsibilities, by a state-approved vendor. All Governing Board members are finger printed prior to assuming his/her role as a board member. Certificates of Completion for Governance Board Training (for initial training or refresher training) and documentation of fingerprinting are on file.

**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 school's Governing Board participates in state-mandated governance training that includes, but is not limited to, comprehensive training in the areas of Non-Profit Board Governance, Florida's Open Government Requirements, the Florida Sunshine Law, and the Florida Public Records Law. The training is provided by a vendor approved by the Florida Department of Education. The Governing Board complies with Florida Statutes relating to public records and public meetings. All meetings of the Governing Board are open to the public and proper advance notice of the meeting is posted in the school office and on the school's website. The Governing Board complies with the State of Florida Sunshine Laws and conducts public meetings throughout the year as stipulated in the bylaws. Governing Board meeting minutes are kept on file by the Board Chair, the School District, and on the school's website.

**C. Employment/Staffing**

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

All instructional staff at Sunrise High School must be appropriately certified and qualified in compliance with applicable federal laws and state requirements as well as the school's design. The school closely monitors teacher certification to ensure that all teachers are certified to teach the subjects/courses they are assigned to teach as specified in the Florida Course Code Directory:

<http://www.fldoe.org/policy/articulation/ccd/2018-2019-course-directory.shtml>. All state guidelines, policies and procedures regarding appropriate teacher certification are followed, as delineated in <http://www.fldoe.org/teaching/certification/>, to ensure that all teachers at the school maintain appropriate certification.

Prior to conducting an interview with a potential employee, the Principal verifies that the candidate meets all state qualifications and requirements for the position for which the candidate is interviewing. If a candidate is not fully certified due to a need to pass any state exam and the Principal considers this candidate to be excellent, the person is hired on a "Waiver" and the Principal monitors his/her certification status throughout the year. The Principal adheres to all current state guidelines with regards to the allotted time teachers are given to pass state exams. As required by s. 1002.33(12)(g), F.S., the school requires all employees to be fingerprinted and drug-screened. Teachers must complete all courses required by the META Consent Decree to work with English Language Learners, or be in the process of completing all required courses based on their teaching position.

The Staffing Report and Certification Self Audit for Sunrise High School are located in Attachment V.

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

The state-approved Marzano model is used to evaluate instructional and administrative personnel at Sunrise High School. Per F.S. 1012.34, at least 1/3 of the final evaluation rating for instructional personnel and administrators will be based on student growth and at least 1/3 will be based on instructional/leadership practices. The remainder will be based on professional and job responsibilities.

The Marzano Evaluation Model for teachers is designed around five underlying concepts: 1) Teachers can increase their expertise from year to year which can produce year to year gains in student learning; 2) A common language of instruction and evaluation is the key school improvement strategy; 3) The common language must reflect the complexity of teaching and learning; 4) Focused feedback and focused practice using a common language provides opportunities for teacher growth; and 5) The Marzano Evaluation Framework is a causal model. When appropriately applied at the appropriate time, teacher efficacy will improve and student learning will follow. The Marzano instructional tool consists of four distinct domains: 1) Classroom Strategies and Behaviors, 2) Planning and Preparing, 3) Reflecting on Teaching, and 4) Collegiality and Professionalism. Instructional staff members will develop an individual Growth Plan each year that is approved by the Principal. The Principal conducts observations throughout the year, as well as a Mid-Point Evaluation and Final Evaluation. Evaluation results are used to determine professional growth needs for instructional personnel.

Through the Marzano iObservation, school administrators develop an individual Growth Plan each year that is approved by the ESP (as required by the Board). The Board has delegated to the ESP the responsibility of conducting a Mid-Point and Final Evaluation of the Principal. The Principal's Final Evaluation Rating is based on his/her effectiveness as a leader, combined with student growth outcomes for the school. The Principal uses the same tool to evaluate any other administrator. Evaluation results are used to determine professional growth needs for administrators.

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

Sunrise High School recognizes that a significant contributor to staff retention is to provide competitive salaries and benefits for employees. A qualified and stable instructional staff is an important part of ensuring high student achievement at the school. As such, the



Governing Board has developed a compensation plan that includes the following:

- The beginning teacher salary is budgeted at \$ 40,000.
- The average teacher salary is budgeted at \$43,000 to ensure the school's ability to attract and retain qualified teachers (FL Salary ranges from \$40,000 - \$51,500.12, with an average of \$44,727)
- Health benefits that include major medical, dental, vision, Critical Illness, Employee Assistance Program, Flexible Spending Account, Basic & Voluntary Life Insurance and voluntary short-term and long-term disability;
- Employment Benefits include five days of paid leave (10-month employees: no personal, no vacation); 3-5 bereavement days depending on relationship; approved paid or non-paid leave for medical leave or family crises;
- Reimbursement for courses and state application for reading endorsement; and
- Performance pay (as described below).

The School's compensation plan rewards highperforming teachers with annual bonuses based on their performance and the academic progress of their students. The plan is a multifaceted program for rewarding educational excellence through individual teacher recognition. As part of the plan, all teachers will have a portion of their salaries based on their students' learning gains. Those teachers who are recognized as highly effective will receive a bonus. The Board values outstanding performance and believes that rewarding excellent employees will have a positive impact on staff retention. For those teachers who teach subjects tested by a statewide assessment, the school will analyze their students' achievement or learning gains for the previous year. Teachers who meet a specific threshold will receive a bonus. For those teachers who do not teach subjects tested by a statewide assessment, the school will identify teachers who are considered highly effective based upon their students' performance on school-determined assessments or outcome measures.

**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.**

Parent involvement is an important component for student success and begins upon student enrollment and orientation. Parents will be encouraged to attend meetings regularly such as, "Parent Night", which provide parents the opportunity to tour school, meet teachers, and learn tips to support student learning and attendance. Importance will be placed on grade promotion, high school graduation, post-secondary options, college and career readiness, military enrollment, and employment.

Sunrise High School actively involves parents in our school through the following events:

- In-School PTA program
- Annual Back-to-School Night
- FAFSA/College Night
- Career Day
- Senior-Parent Meeting
- Author of Purpose/Parent mentor
- Prom Committee
- Senior Awards
- Thanksgiving Day Feast
- Food Drives
- School Clothes Drive and Give Away

Sunrise High encourages parents to share their career/work experience and expertise

during various events throughout the year. Effective communication, such as ParentLink®, email, meetings at school and home visits are conducted throughout the year. A positive relationship with parents ensures that parents are more actively engaged in the educational process at Sunrise High School.

Sunrise High School has a school representative to facilitate parental involvement, provide access to information, assist parents with questions and concerns, and resolve disputes as outlined in s. 1000.33(7)(d)1., F.S.

## **Attachments**

### **Section 3: GOVERNANCE, STAFF AND PARENTS**

– No Attachments –

# ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

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

### Section Evaluation

Attachments Added Rhonda Stephanik, 12/3/19

Final Rating

Attachments Added

### Attachments

#### Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1.1	<u>Attachment W - Newsletter</u>	McCoy, Pamela, 10/30/19 6:48 PM	PDF / 128.295 KB
1.2	<u>Attachment V - Certification Self Audit</u>	McCoy, Pamela, 10/30/19 6:45 PM	XLSX / 26.331 KB
1.3	<u>Attachment U - Discipline Reporting (Each Category, Prior 5 Years)</u>	McCoy, Pamela, 10/30/19 6:25 PM	PDF / 52.031 KB
1.4	<u>Attachment T - Discipline Reporting (Each Category, Prior 5 Years)</u>	McCoy, Pamela, 10/30/19 6:24 PM	PDF / 52.339 KB
1.5	<u>Attachment S - Student Enrollment Reports</u>	McCoy, Pamela, 10/30/19 6:24 PM	PDF / 52.021 KB
1.6	<u>Attachment R - Revenue Estimate Worksheet for 2020-2021</u>	McCoy, Pamela, 10/30/19 6:23 PM	XLS / 222.5 KB
1.7	<u>Attachment Q - Projected Five (5) Year Budget for 2021-2025</u>	McCoy, Pamela, 10/30/19 6:22 PM	XLSM / 1.833 MB
1.8	<u>Attachment N - Fixed Asset Reports</u>	McCoy, Pamela, 10/30/19 6:22 PM	PDF / 140.936 KB
1.9	<u>Attachment K - Graduation Rate</u>	McCoy, Pamela, 10/30/19 6:21 PM	PDF / 110.626 KB
1.10	<u>Attachment J - SIR</u>	McCoy, Pamela, 10/30/19 6:21 PM	PDF / 182.463 KB
1.11	<u>Attachment I - Progress Monitoring Reports</u>	McCoy, Pamela, 10/30/19 6:20 PM	PDF / 4.388 MB

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|--|---------------------------------|------------------|
| 1.12 <u>Attachment H - Early Warning System Data</u> | McCoy, Pamela, 10/30/19 6:19 PM | PDF / 70.018 KB  |
| 1.13 <u>Attachment C - EOC</u>                       | McCoy, Pamela, 10/30/19 6:18 PM | PDF / 217.727 KB |
| 1.14 <u>Attachment B - FSA</u>                       | McCoy, Pamela, 10/30/19 6:18 PM | PDF / 324.111 KB |



## **Recommendation**

School Name: **Sunrise High FKA Mavericks High Of Central Broward County**

Primary Contact: **Martie Parker-Lovely**

Submission Date: **October 31, 2019**

Recommendation Date: **February 3, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

Based on the review and evaluation of Sunrise High School'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.