



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-2.

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 - Atlantic Montessori Charter School, Inc. - 5164

## REQUESTED ACTION:

Approve the Charter School Renewal Agreement for Atlantic Montessori Charter School, Inc., on behalf of Atlantic Montessori Charter School West Campus - 5164.

## 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) Atlantic Montessori Charter School West ES 5164 (3) Atlantic Montessori Charter School West Renewal Agreement (4) Atlantic Montessori Charter School West Campus 5164 Renewal Program Review

## BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

## SOURCE OF ADDITIONAL INFORMATION:

Name: Donté Fulton-Collins

Phone: 754-321-2135

Name:

Phone:

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

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

5/22/2020, 5:36:07 PM

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ LMB/DFC/RS: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 Atlantic Montessori Charter School, Inc., on behalf of Atlantic Montessori Charter School West Campus – 5164.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Atlantic Montessori Charter School, Inc., on behalf of Atlantic Montessori Charter School West Campus – 5164, 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 Atlantic Montessori Charter School, Inc. Atlantic Montessori Charter School West Campus – 5164**

School Name	Atlantic Montessori Charter School West Campus
Implementation Year	2015 – 2016
Termination Date of Current Charter Agreement	June 30, 2020
Address	2550 South Flamingo Road Davie, Florida 33325
Grades Approved to Serve	K-5
Grades Currently Serving	K-5
Current Enrollment	149
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018-2019	A
School Grade 2017-2018	A
School Grade 2016-2017	C

On March 3, 2015, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Atlantic Montessori Charter School, Inc., to open Atlantic Montessori Charter School West Campus – 5164. The original contract was effective for a five-year period, to conclude on June 30, 2020.

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

Section 1002.33(7)(c)1, Florida Statutes, states that, "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."

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

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

As part of its renewal process for charter schools, The Superintendent's Charter School Review Committee conducted a review of the school's data and the renewal program review submitted by Atlantic Montessori Charter School, Inc., (Atlantic Montessori Charter School West Campus – 5164), as required by Section 1002.33, Florida Statutes. Upon reviewing the renewal program review, the Superintendent's Charter Renewal Committee concluded that there were deficiencies in the area of

Educational Performance. The deficiencies were not sufficient to deny any renewal of the contract, and as such, the committee recommends a five-year renewal of the Charter School Agreement.

#### **DEFICIENCIES FOUND IN THE RENEWAL PROGRAM REVIEW PROCESS**

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

#### **EDUCATIONAL PERFORMANCE:**

The Superintendent's Charter Review Committee reviewed the Educational Performance of the charter school as presented in the renewal program review. Staff has determined Atlantic Montessori Charter School, Inc., (Atlantic Montessori Charter School West Campus – 5164), has demonstrated the following deficiencies:

##### **Deficiencies:**

- Failure to follow the state-approved District Exceptional Student Education (ESE) Policies and Procedures (SP&P) Plan to ensure the needs of ESE students, students with disabilities and gifted students are being met per Title 34 Code of Federal Regulations (CFR), Section 300.641, CFR, Section 1003.57, 1003.571, 1003.573, Florida Statutes and Rule 6A-6.03411, F.A.C., and Rule 69A-58.0084, F.A.C.
- Failure to implement the requirements of all state and federal statutes or rules affecting programs for and the provisions of service to exceptional students as specified in Section 1002.33(16)(a)3, Florida Statutes and Rules 6A-03028, F.A.C., Rule 6A-6.030191, F.A.C. and 6A-6.03411(2), F.A.C.
- Failure to demonstrate compliance in all areas of ESE Program implementation including students with disabilities and gifted students, based on the ESE Programmatic Onsite Reviews or Desk Top Reviews.

##### **Remedial Measures:**

- The School will follow the Florida Department of Education Division of K-12 Public Schools Bureau of Exceptional Education and Student Services School District (Broward) Exceptional Student Education Policies and Procedures (SP&P); the School shall implement the requirements of any statutes or State Board of Education rules affecting programs for and the provision of services to exceptional students to comply with Section 1002.33(16)(a)3, Florida Statutes and Rule 6A-6.03028, F.A.C., Rule 6A-6.030191, F.A.C. and Rule 6A-6.03411(2), F.A.C.
- The School will demonstrate compliance in all areas of ESE Program implementation (Students with Disabilities and Gifted) based on an ESE Programmatic Onsite Analysis or Desk Top Review during each year of the terms of this agreement.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Atlantic Montessori Charter School, Inc. (Atlantic Montessori Charter School West Campus – 5164), for a five-year period starting on July 1, 2020 and ending on June 30, 2025. This five-year renewal term will afford the charter school an opportunity to continue its operations while demonstrating its ability to remediate deficiencies as required by Section 1002.33, Florida Statutes.

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

Atlantic Montessori Charter School West Campus – 5164, is located at 2550 South Flamingo Road, Davie, Florida 33325, located in District 6.

The governing board members of Atlantic Montessori Charter School, Inc., reside in Broward and Miami-Dade Counties, Florida.

## **CHARTER SCHOOL RENEWAL AGREEMENT**

*9th* THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the day of *June*, 20*20* by and between:

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

and

**ATLANTIC MONTESSORI CHARTER SCHOOL, INC.,**  
a Florida not-for-profit organization [hereinafter referred to as "School"],  
and having its principal place of business located at  
9893 Pines Blvd, Pembroke Pines, FL 33024.

**WHEREAS**, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a charter elementary, K-5 within the school district; and

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

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

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

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

### **ARTICLE 1: RECITALS**

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

### **ARTICLE 2: GENERAL PROVISIONS**

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

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

Section 2.B: **Term of Charter:** Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this charter shall cover a term of 5 years commencing on **July 1, 2020** and ending on **June 30, 2025**.

Section 2.B.1: **Effective Date:** This Charter shall become effective on **July 1, 2020** or upon signing by both parties, whichever date is later.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- Revenue Service;
- (5) a failure by the School to pay payroll taxes to the Internal Revenue Service;
  - (6) the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable;
  - (7) failure of the School's annual audit to comply with the requirements specified in this Charter or the School's failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes, or by this Charter;
  - (8) the School's failure to meet generally accepted accounting principles;
  - (9) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable to charter schools;
  - (10) the School's failure to maintain insurance coverage as described in this Charter;
  - (11) the School's failure to provide the Sponsor with the required access to records in compliance with Section 119.01, Florida Statutes;
  - (12) the School's violation of any court order;
  - (13) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School;
  - (14) the School's failure to submit to the Sponsor a Financial Recovery Plan and/or a Corrective Action Plan, as appropriate with the supporting documents that is determined by the Sponsor to be acceptable within thirty (30) calendar days following a determination of financial emergency pursuant to Section 218.503, Florida Statutes;
  - (15) the School's failure to implement any Financial Recovery Plan approved by the Commissioner of Education or a Corrective Action Plan pursuant to Section 218.503, Florida Statutes;
  - (16) a failure by the School to provide periodic progress reports as required by the Financial Recovery Plan or a Corrective Action Plan as determined by the Sponsor;
  - (17) the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years or more than once during any one fiscal year;

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

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

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

(21) the School's failure to achieve and maintain at least 70% of the projected enrollment set forth in the application or as mutually agreed upon by the parties and provided for within the School's approved budget;

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

(a) the School's failure to timely submit monthly or quarterly financial reports, as required;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal:** Since the issues on appeal shall be limited to whether

there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) calendar 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), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

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

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

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

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

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

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

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

Section 2.D.4.d: **Debts of the School:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the Governing Board of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third



parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**ARTICLE 3: ACADEMIC ACCOUNTABILITY**

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

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

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

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

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

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

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

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

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

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

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

Section 3.A.2.a.1: **Minimum Components of SIP:** During each year of the Charter, the School agrees to include in the SIP all requirements outlined in the plan based on the school's status under school grades, Title 1 status and/or any other state or federal requirements as applicable to charter schools. The SIP shall also contain the baseline standard of

achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Accountability Plan submitted to the Sponsor. The SIP must require the clear identification of source documentation for data and, where applicable, reliance upon state generated disaggregated data. The SIP must require annual adequate progress toward Accountability Plan goals.

**Section 3.A.2.a.2: Deadline for Governing Board Approval:**

The School's Governing Board shall approve a SIP each year concurrent with the District's SIP approval time frame.

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 4: STUDENTS**

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor of **150** students through its approval of this. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) calendar days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 5: FINANCIAL ACCOUNTABILITY**

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

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

Section 5.A.1.a: **Retention of Attendance Records:** The School will retain the records documenting students' attendance, absences, and tardiness as required by applicable laws. These documents may include, but not limited to, teachers' daily attendance records, the absentee record, documentation of any changes to the absentee record, absentee slips, and any



electronic absentee records. These records should be retained for three (3) fiscal years or until all applicable FTE audits have been released.

Section 5.A.2: **Distribution of Funds Schedule:** The Sponsor shall disperse the funds specified in this Article to the School in a timely and efficient manner. Timely distribution of funds to the School shall begin in July (insert year) on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor shall pay the School one-twelfth of the available funds less administrative fee as defined in Section 1002.33(20)(a), Florida Statutes within ten (10) business days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) business days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) business day period until such time as the payment is made.

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

Section 5.A.3: **Adjustments:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the *actual* unweighted and weighted FTE students reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to error, misreporting or substantial noncompliance by the charter school, the sponsor shall deduct the



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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. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) calendar days from the date of notice of such assessment.

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

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

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

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

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

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

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

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

charter school elects to participate in a district-wide grant prepared by the Sponsor's staff or when grant proposals are developed by district staff using student or School counts that include the students of the School, dollars and/or services distributed via grant funds will be provided to charter schools in the same manner as traditional public schools.

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Section 5.F.2: **Fiscal Monitoring:** The parties agree that the Sponsor, upon ten (10) day-notice, may request at any time and the School shall provide, documents, including releases, on the School's financial operations beyond the monthly reports required by

this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's Governing Board.

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

Section 5.H: **Monthly Financial Reports:** Pursuant to Section 1002.33(5)(b)1b, Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25<sup>th</sup> day of the following month. Section 1002.33(5)(b)1a and b Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the FLDOE publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book.) The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received, and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 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 calendar days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

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

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

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

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

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

Section 5.N.3: **Audited Financial Statements:** During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's audited financial statements for the year ending June 30<sup>th</sup>. 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.O: **School's Fiscal Year:** The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

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



final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) business days after the exit interview.

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

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

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

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

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

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

#### **ARTICLE 6: FACILITIES**

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

Section 6.A.1: **Facility Location:** The School will be located at: **2550 South Flamingo Road, Davie, FL 33325** In the alternative, the School may submit a written request to Sponsor no less than sixty (60) calendar days before the initial opening day of classes to elect to use Year One (1) of this Charter as a planning year provided that the School has not already utilized a planning year subsequent to the approval of its application. If the first year of this Charter is used as a planning year, the School shall secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than May 1 prior to the start of the school year following the conclusion of the planning year. If the School fails to satisfy the requirement to provide such evidence by May 1 of the planning year, then this Charter will automatically expire without any notice, hearing, right to appeal or further action required of the Sponsor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 7: TRANSPORTATION**

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



for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

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

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

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

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

## **ARTICLE 8: INSURANCE & INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.C: **Indemnity for Professional Liability:** The School's duty to indemnify the Sponsor for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, non-renewal or early termination of this Charter with respect to any claims based

on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**ARTICLE 9: GOVERNANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal must be current, at all times, and the Sponsor shall be notified immediately of any changes. The procedures for the replacement of



Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10: EDUCATION SERVICES PROVIDERS**

Section 10.A: **Education Services Provider Agreement:** An Educational Services Provider (ESP) is an individual or organization that provides services to a charter school for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional

materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor prior to the approval of this Charter. In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. The School will submit written documentation demonstrating due diligence in the selection process of any ESP prior to entering into a contract after the date of this Charter and must demonstrate a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. In the event any ESP is retained by the School, the aggregate amounts paid to such entities shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given school year and shall not accrue from year to year. Any default or breach of the terms of this Charter by the ESP company shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

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

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

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

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

## **ARTICLE 11: HUMAN RESOURCES**



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

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

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

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

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

Section 11.D.1: **Remedy for Not Meeting Highly Qualified:** If the School fails to meet applicable requirements to employ certified and highly qualified staff, the School shall be



responsible for reimbursement of any funding lost or other costs attributable as a result of the School's non-compliance.

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

Section 11.E: **Fingerprinting and Background Screening:** The School shall, at the School's expense, require all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school shall also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. The School agrees that new applicants shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential employees of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude. All fees associated with the retention of fingerprints are the sole responsibility of the School.

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

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

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

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

(ATLANTIC MONTESSORI CHARTER SCHOOL WEST CAMPUS - 5164)

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS**

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

## **ARTICLE 13: SCHOOL FOOD SERVICE**

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

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

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

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

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

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

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

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

#### **ARTICLE 14: MISCELLANEOUS PROVISIONS**



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

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

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

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

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

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

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

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

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

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

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

THE SPONSOR:	Superintendent of Schools The School Board of Broward County, Florida Kathleen C. Wright Administrative Building 600 Southeast Third Avenue - 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:	Atlantic Montessori Charter School, INC 9893 Pines Blvd. Pembroke Pines, FL 33024 Atlantic Montessori Charter School West Campus K-5

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

Section 14.K.1: **Routine Communication:** For the purposes of day-to-day communication pertaining to the operations of the School, the Sponsor and School shall communicate via general electronic mail, (email), school specific email, verbal communication,

US Postal service or via uploads of required documentation and comments on Charter.Tools or other like electronic document management system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



FOR THE SCHOOL

(Corporate Seal)

Atlantic Montessori Charter School, Inc.  
Name of Governing Entity (Not for Profit)

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

by: Betty Jordan Board of Directors  
Name and Title

[Signature]  
Witness  
[Signature]  
Witness

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of April, 2020 by  
Aurora Vales of Atlantic Montessori Charter  
Name of Person on behalf of the Governing Entity Name of Governing Entity (Not for Profit) School, Inc.

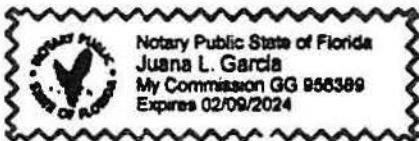
He/She took an oath and is personally known to me or has produced FL Driver Lis as  
identification. #V420800775470

My commission expires: 2-9-2024

(SEAL)

My commission expires:


[Signature]  
Signature - Notary Public  
Juana L Garcia  
Printed Name of Notary Public



FOR THE SPONSOR

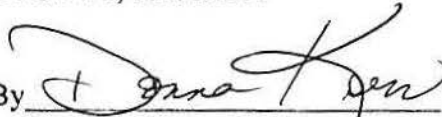
(Corporate Seal)

ATTEST:

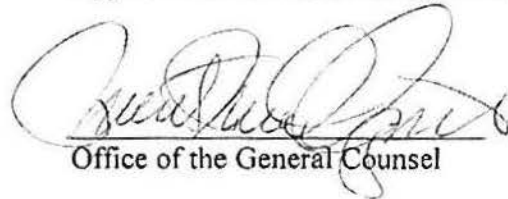


Robert W. Runcie  
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel 04/29/2020

# **2019-2020 Charter Renewal Program Review**

**Charter Renewal Application #000446**

**Atlantic Montessori Charter School West Campus**

**Location Code: 5164**

**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:**

Juana Garcia  
2550 South Flamingo Road Davie, Florida 33325

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

# GENERAL

## A. School Information

School Type: **Elementary**  
 Grade Levels: **[K, 1, 2, 3, 4, 5]**  
 School District:  
 Neighborhood / Community:  
 Organization Type: **Non-profit Corporation**  
 Sponsoring Entity: **Non-profit Organization**  
 Address: **2550 South Flamingo Rd Davie, Florida 33325**  
 Phone: **(954) 423-9704**  
 Fax: **(754) 263-2596**  
 Web Site: **www.atlanticmontessoricharter.com**  
 Calendar Type: **Standard - 180 instructional days**  
 Educational Service Provider: **(None)**

## B. Primary Contact Person

Name: **Juana Garcia**  
 Mailing Address: **2550 South Flamingo Road Davie, Florida 33325**  
 Mobile Phone: **954-790-8943**  
 Alternate Phone: **954-476-4442**  
 Email: **jgarcia@amcharterschool.com**  
 Current Employer: **Atlantic Montessori Charter School West**

## C. Attendance Projections

Grade Level	2015-16 Enrollment		2016-17 Enrollment		2017-18 Enrollment		2018-19 Enrollment		2019-20 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
K	18	30	18	30	18	30	18	30	18	30
1	18	28	18	28	18	28	18	28	18	28
2	20	28	20	28	20	28	20	28	20	28
3	20	20	20	20	20	20	20	20	20	20
4	22	22	22	22	22	22	22	22	22	22
5	22	22	22	22	22	22	22	22	22	22
<b>Total</b>	<b>120</b>	<b>150</b>	<b>120</b>	<b>150</b>	<b>120</b>	<b>150</b>	<b>120</b>	<b>150</b>	<b>120</b>	<b>150</b>

## D. Board Members

Name	Title	Contact Information	Current Employer
Canetti, Mari	Emergency	P: 954-476-4442 M: 954-815-4739	Atlantic Montessori Charter School

	Contact	E: mcanetti.amc@gmail.com	West
Ference, Lissette	Board Member	P: M: 786-877-3669 E: lference@amcharterschool.com	American Express
Forman, Pilar	Board Member	P: M: 305-812-2515 E: pilaruqui@aol.com	
Garcia, Juana	Emergency Contact	P: 9542909710 M: 9547908943 E: director.amcharterschool@gmail.com	
Garcia, Juana	Emergency Contact	P: 9542909710 M: 9547908943 E: director.amcharterschool@gmail.com	
Garcia, Juana	Executive Director	P: 9542909710 M: 9547908943 E: director.amcharterschool@gmail.com	
Gordon, Betty	Board Secretary	P: 7542632700 M: 9542499178 E: bettyg.amcs@gmail.com	none-retired
McLean, Kisha	Board Member	P: 754-213-9849 M: E: kisha.mclean@browardschools.com	BCPS
Vales, Aurora	Board Member	P: M: 305-962-7338 E: avales@amcharterschool.com	Ultimate Software

# CHARTER SCHOOL RENEWAL INSTRUCTIONS

## 1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

### Section Evaluation

No Action Required Rhonda Stephanik, 11/21/19

### Final Rating

No Action Required

Attached is the 5 Year Budget

## Attachments

### Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

- |     |   |                                 |                  |
|-----|---|---------------------------------|------------------|
| 1.1 | <a href="#"><u>AMCS 5164 5 Year Budget (PDF)</u></a>          | Garcia, Juana, 10/31/19 9:13 PM | PDF / 552.189 KB |
| 1.2 | <a href="#"><u>AMCS 5164 5 Year Budget (Excel format)</u></a> | Garcia, Juana, 10/31/19 9:12 PM | XLSX / 37.81 KB  |



# CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

## 1. COVER SHEET

### Section Evaluation

☐ Complete Rhonda Stephanik, 11/21/19

Final Rating

☒ Complete

### CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

NAME OF CHARTER SCHOOL SEEKING RENEWAL:

CHARTER SCHOOL LOCATION NUMBER: 5164 GRADES SERVED: K -5 DATE: 10/25/19

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

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

NAME OF NON - PROFIT: Atlantic Montessori Charter School West K-5

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

NAME OF CONTACT PERSON: Mrs. Juana Garcia

TITLE/RELATIONSHIP TO NON-PROFIT: Principal/Executive Director

MAILING ADDRESS: 2550 South Flamingo Road Davie, FL 33325

PRIMARY TELEPHONE: (954) 423-9704

ALTERNATE TELEPHONE: (954) 790-8943

**E-MAIL ADDRESS:** JGarcia@amcharterschool.com

**NAME OF EDUCATION SERVICE PROVIDER (if any):**

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

(\*PLEASE NOTE: Attached to this section is the Cover Sheet with the Signature and Name Printed)

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Position/Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## **Attachments**

### **Section 1: COVER SHEET**

- |     |  |                                 |                 |
|-----|--|---------------------------------|-----------------|
| 1.1 | <u>AMCS West K-5 Renewal Cover Sheet</u> | Garcia, Juana, 10/25/19 5:43 PM | PDF / 47.808 KB |
|-----|--|---------------------------------|-----------------|

# SECTION BREAKDOWN

## 1. SECTION BREAKDOWN

### Section Evaluation

*– Not Rated –*

*– No Final Rating –*

### Attachments

#### Section 1: SECTION BREAKDOWN

*– No Attachments –*

# EXECUTIVE SUMMARY

## 1. Executive Summary

### Section Evaluation

### Final Rating

Complete Adrienne Reynolds, 11/6/19

Complete Lourdes Panizo, 11/13/19

Complete Allisyn Axelrod, 11/14/19

Complete Reynaldo Tunnermann, 11/14/19

Complete Donna Haynes, 11/18/19

Complete Sean Brown, 11/18/19

Complete Cassandra Vallianos, 11/19/19

Complete Terri Coyle, 11/19/19

Complete Kim Punzi-Elabiary, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Rhonda Stephanik, 11/21/19

Complete Tanya Hutkowski, 11/21/19

Complete Celina Chavez, 11/21/19

Complete Sarah Decotis, 11/22/19

Complete Debbie-Ann Scott, 11/25/19

Complete Leyda Sotolongo, 11/25/19

Complete Matt Schroeder, 11/25/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete Donte Collins, 12/3/19

**Complete**



Atlantic Montessori Charter School's mission is to provide quality instruction which holds a strong commitment to the founding principles and philosophies of Montessori education and inspires academic excellence in an environment rich with warmth, kindness, and respect; while nurturing curiosity, creativity, and independence. Four core principles form the foundation for Atlantic Montessori Charter School:

- Fostering academic success by providing a safe and nurturing school environment designed for experiential learning that stimulates the child's natural curiosity.
- Developing a strongly held set of universal values, which include self-respect, respect for others, honesty, integrity, responsibility, empathy, compassion, kindness, peacefulness, and civic responsibility.
- Creating a sense of global awareness and environmental responsibility.
- Guiding children to become independent critical thinkers and self-motivated lifelong learners.

During Atlantic Montessori Charter School West K-5's first five years of operation, it has expanded its enrollment to the maximum allocated student count of 150. Atlantic Montessori Charter School in Davie serves Kindergarten through fifth grade students. During the first year, Atlantic Montessori Charter School West K-5 was housed at a temporary location in Pembroke Pines as the school continued to seek final approval from the Town of Davie to move into our current location. Throughout the first five years, the school, focused on ensuring that students were excelling and making gains while targeting area(s) of concern through monthly data collection and progress monitoring. The school was able to aid students in closing learning gaps; assuring learning gains. The first year of State testing was during the 2015-2016 school year when 3<sup>rd</sup> -5<sup>th</sup> grade students were administered the Florida Standards Assessment (FSA). The school earned a school rating of 'C' for the 2015 – 2016 school year. Student performance indicators are monitored and evaluated for effectiveness of instruction using the Florida Continuous Improvement Model. All subgroups performing below grade level expectations are carefully monitored and provided with research based academic intervention strategies aimed at improving learning gains in reading and/or mathematics. The school does not wait for a student to receive a failing grade to identify the student as having a substantial reading deficiency and initiate intensive reading interventions, the school uses on-going classroom assessment results, BSA results and FAIRS results to identify students with a substantial reading deficiency within the first 30 days of school.

Continuous and careful examination of student data facilitated a more targeted approach to instruction resulting in the school being awarded a 'C' rating for the 2016-2017 school year, however the rating of 'C' was 10 percentage points higher than the previous year and only 2 percentage points away from a rating of "B". Again, the school dissected the FSA results to identify content areas on the ELA FSA and Mathematics FSA that presented the most difficulties for students to master. These content areas were the targets of before and after school tutorial sessions as well as classroom reinforcement and enrichment activities. Efforts to refine our instructional short-term and long-term planning proved successful as the following two school years student achievement percentages increased and the school has earned a school rating of "A".

Well-crafted and continuing professional development proved essential to student growth. Educational technology, State guidelines and curriculum standards are constantly changing, making it challenging for teachers to keep up with trends and best practices. During Professional Learning Community meetings teachers share student outcomes, lesson plans and best practices. Teachers are focusing their Professional Learning Community meetings in the area of mathematics with specific emphasis on the mathematical content areas of algebraic thinking and fractions. The school has made it a goal and priority to ensure that all instructional staff is working towards obtaining reading certification/endorsement to increase the quality of reading *intervention and comply with State Senate Bill 1306 which require*. Atlantic Montessori Charter School West K-5 continues working on monthly student outcome data tracking and collaborating with teachers in order to continuously address the evolving academic needs of our students throughout the school year. The system the school has in place of carefully analyzing individual and grade level student data allows administrators and teachers to better evaluate and monitor the effectiveness of lesson plans and to continuously improve student learning and knowledge retention.

Atlantic Montessori Charter School West K-5 will incorporating the development of highly qualified teachers and the integration of technology. It is crucial that teachers continue to improve upon their teaching skills in order to maximize the impact of instruction of our students. Montessori education was founded in 1907 by Maria Montessori with the purpose of teaching students through their natural ability of acquiring knowledge. As time, has changed and evolved into a world of technology we must incorporate technology into the students daily learning experiences. This will aid students in gaining the basic technology skills needed to prepare them for computer-based state testing and the day to day tasks of completing research projects, classwork, homework, etc. through their academic years.

Atlantic Montessori Charter School, INC fiscally operates on a carefully planned and balanced budget created in partnership with the School's Administration and the Governing Board. The administrative team ensures Atlantic Montessori Charter School, INC honors its financial commitments to parents, staff, vendors, and others. The school is steadfast in making certain that any extracurricular school programs offered, which are not supported by public funds, are truly inclusive of all students, by pursuing funding sources and endowments to offer financial assistance to families who are unable to fund their child's participation. Atlantic Montessori Charter School, INC and its representatives communicate accurate information about the financial state of the school in monthly reports and annual audits to the community as stipulated by Florida State Law and/or Broward School Board Rules.

Atlantic Montessori Charter School West K-5 will continuously work on providing our students with the tools necessary to reach their full academic potential. We thrive on continuously collaborating with all stakeholders to ensure each student continuously receives a well-rounded education, with the goal of fully preparing our students for the challenges and opportunities of today and tomorrow.

## **Attachments**

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

– No Attachments –

# EDUCATIONAL PERFORMANCE

## 1. FEDERAL AND STATE ACCOUNTABILITY

### Section Evaluation

Meets the Standard Adrienne Reynolds, 11/6/19

Final Rating

Meets the Standard

### EDUCATIONAL PERFORMANCE

Statutory References: 1002.33(7)(a)3; 1002.33 (7)(a)4; 1002.33(16)(a)2

Federal and State Accountability:

- A. AYP/AMO School Improvement Status
- B. AYP/AMO Attainment
- C. Subgroups Attainment of AYP/AMO
- D. FCAT 2.0 / FSA / EOC Achievement
- E. Annual Student Gains
- F. Annual Gains of Students in the Lowest 25 Percent
- G. Percentage of Students Tested
- H. Relative Performance
  - I. School Grade (If available)
  - J. School Improvement Plan (If applicable)
  - K. Lowest 300 Plan (If applicable)
  - L. School Improvement Rating (If applicable)
- M. Graduation Rate (If applicable)
- N. Cohort Data (If applicable)
- O. Industry Certifications (If applicable)

In narrative form:

**A. Explain the charter school's current School Improvement Status. How has the school met these standards required for federal and state accountability? If the charter school has not met these standards, what measures will be implemented for improvement?**

Atlantic Montessori Charter School West K-5 has grown from Kindergarten to 5<sup>th</sup> grade during its first five years and is at its maximum allocated student enrollment for this physical location. During the school's first year of operation, 2015-2016, the 3<sup>rd</sup>-5<sup>th</sup> grade students took the FSA and the school earned a school grade of 'C'. The students' performance level increased for the 2016-2017 FSA testing as evidenced by an increase of "possible points earned" of 10 percentage points. The school earned an A school grade rating for the 2017-2018 and the 2018-2019 school years. The school has demonstrated constant improvement of student outcomes as evidenced by an



increase of at least 10 percentage points each year. The school has not been identified for School Improvement; it has met the needed standards. Documentation has been attached at the end of the educational performance section.

School Year	Grade	Percentage of Point Earned
15 - 16	C	42
16 - 17	C	52
17 - 18	A	67
18 - 19	A	78

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

Atlantic Montessori Charter School West K-5 is continuing to monitor students' progress through monthly data collection and collaborative analysis. The school uses this data to identify and target opportunities for improvement. Teachers continue to provide free tutoring services throughout the school year to identified students before and/or afterschool to help them improve and/or reinforce concepts. These methods proved to aid in student academic improvement over the last four years, from the 2015-2016 school year to the 2018-2019 school year. Additionally, the school provides teachers with the opportunity to partake in meaningful professional development aligned with the state-approved Teacher and Administrator Evaluation Systems developed by the Florida Consortium of Public Charter Schools and adopted by Atlantic Montessori Charter School West Campus K-5. These professional development courses and opportunities are aimed to facilitate a more comprehensive approach to planning and executing the rigorous instruction required to support and grow student academic gains. All teachers are working toward reading endorsement/certification which will be a driving factor in increasing the quality of reading *intervention*.

**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).**

Atlantic Montessori Charter School West K-5 closely monitors our students through monthly data collecting, data monitoring, and data meetings. Through the data analysis we can determine our students' area(s) of need and how to drive our instruction. As evidenced by a two-letter school grade improvement from the 2015-2016 to 2017-2018 school year. The school improved from a 'C' rating to an 'A' rating. The school also received recognition for significant improvement by Rick Scott, Governor of the State of Florida. In the 2018-2019 school year, the school increased 11 possible percentage points and maintained a school grade rating of "A".

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

**not using state assessments such as FSA or EOC, what assessments is the school administering and how often to monitor student progress?**

Atlantic Montessori participates in all state assessments. The charter school serves Kindergarten through 5<sup>th</sup> grade students. For the school year 2018-2019 the areas of English Language Arts and Mathematics, great gains were made including significant gains amongst the lowest 25% subgroup in English Language Arts. English Language Arts achievement of a Level 3 or above for the 2018-2019 school year was 84%, English Language Arts learning gains were 83%, and English Language Arts gains among of the lowest 25% was 80%. Mathematics achievement of a Level 3 or above for the 2018-2019 school year was 86% and Mathematics learning gains were 75%. Science achievement of Level 3 or above by fifth grade students was at 53%.

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

Atlantic Montessori Charter School West Campus K-5 students are making growth annually as evidenced by the Florida School Accountability Reports. There has been a consistent and significant increase in percentage of students achieving a Level 3 or above in English Language Arts over the past four years. In 2015-2016, 50% achieved a Level 3 or above, in 2016-2017, 55% achieved a Level 3 or above, in 2017-2018, 65% achieved a Level 3 or above and in 2018-2019, 83% scored a Level 3 or above on the English Language Arts FSA. The percentage of students achieved a Level 3 or above on the Mathematics FSA over the past three years also increased. In the 2015-2016, results indicated that 59% achieved a Level 3 or above, in 2016-2017, 53% achieved a Level 3 or above, in 2017-2018, 78% achieved a Level 3 or above and in 2018-2019, 83% scored a Level 3 or above on the Mathematics FSA. The school earned and maintained an "A" over the last two years.

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

As reflected in the data graphs provided, Atlantic Montessori Charter School West K-5 lowest performing students are still performing above what Florida's Department of Education classifies as low performing. The 2018-2019 school year was the first time the school had enough students to create this subgroup. Results from the 2018-2019 school year FSA English Language Arts, demonstrated gains among of the lowest 25% subgroup of 80%. There were not enough students in the lowest 25% in Mathematics to create a subgroup. The school offers free tutoring to these students to help bridge any learning gaps. As a school, through the implementation of data tracking, we monitor all students and drive instruction to address their area(s) of deficiency.

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

Atlantic Montessori Charter School West K-5 participates in the applicable state standardized tests. During our first year of testing, 2015-2016 school year, only 94% of students participated in the state tests. This was a result of a few parents who were against state testing and opted their child out of testing. We also had a student that was unable to test as she was out on hospital home bound and her parents decided that opting out of testing was best for this terminally ill child. After surveying parents, we identified that the majority of those opting out of testing were misinformed and afraid of the process. The school kept in constant communication with the appropriate District personnel to notify them of this and ensure that we were taking the proper

steps to improve the number of students tested. Moving forward, the school began to better inform parents on the facts about the FSA, the importance of participating in these tests, and the valuable information gathered as a result. The school implemented parent nights with focus on educating parents on what the state standardized tests entail. The percentage of students taking the test thus increased over the last three years. During the 2016-2017 school year, 95% of students were tested and during the 2017-2018 and 2018-2019 school years 100% of students were tested.

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

During the last two school years, Atlantic Montessori Charter School West K-5 has outperformed neighboring schools, the State and the District in English Language Arts and Mathematics. The percentage of students achieving a Level 3 or above on the Mathematics FSA in the 2017-2018 and 2018-2019 was greater than the surrounding schools of Foxtrail Elementary School, Flamingo Elementary School, the District and the State. In the 2017-2018 school year 71.7% of the students achieved a Level 3 or above and in the 2018-2019, 86% achieved a Level 3 or above on the Mathematics FSA. The percentage of students achieving a Level 3 or above on the English Language Arts FSA in the 2017-2018 and 2018-2019 was greater than the surrounding schools of Foxtrail Elementary School, Flamingo Elementary School, the District and the State. In the 2017-2018 school year 75.9% of the students achieved a Level 3 or above and in the 2018-2019, 84.2% achieved a Level 3 or above on the English Language Arts FSA. The school earned and maintained an "A" over the last two years.

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

Atlantic Montessori Charter School grade is an 'A'.

**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.**

N/A

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

N/A

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

N/A

**M. Identify the charter school's graduation rate, if applicable. What has been the charter school's graduation rate goal? Has the charter school met this goal? If yes, what steps will the charter school take to continue to meet this goal? If no, what measures will the charter school implement to increase its graduation rate to meet its goal?**

N/A

**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.**

N/A

## Attachments

### Section 1: FEDERAL AND STATE ACCOUNTABILITY

1.1 <a href="#">AMCS 19-20 AP1</a>	Garcia, Juana, 11/1/19 6:50 PM	PDF / 1.41 MB
1.2 <a href="#">AMCS Data 18-19 AP3</a>	Garcia, Juana, 11/1/19 6:48 PM	PDF / 9.282 MB
1.3 <a href="#">AMCS Data 17-18</a>	Garcia, Juana, 11/1/19 6:47 PM	PDF / 5.691 MB
1.4 <a href="#">AMCS Data 16-17</a>	Garcia, Juana, 11/1/19 6:47 PM	PDF / 2.556 MB
1.5 <a href="#">AMCS Data 15-16</a>	Garcia, Juana, 11/1/19 6:46 PM	PDF / 7.136 MB
1.6 <a href="#">AMCS School Grade</a>	Garcia, Juana, 11/1/19 6:44 PM	PDF / 35.798 KB
1.7 <a href="#">AMCS FLDOE Report Card</a>	Garcia, Juana, 11/1/19 6:43 PM	PDF / 1.688 MB
1.8 <a href="#">AMCS FSA</a>	Garcia, Juana, 11/1/19 6:41 PM	PDF / 1.315 MB

## 2. MISSION-SPECIFIC ACCOUNTABILITY

### Section Evaluation

Meets the Standard Rhonda Stephanik, 12/1/19

#### Final Rating

Meets the Standard

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

Atlantic Montessori Charter School's mission is to provide quality instruction which holds a strong commitment to the founding principles and philosophies of the Montessori Method and inspires academic excellence in an environment rich with warmth, kindness and respect while nurturing curiosity, creativity, and independence.

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

The school has fostered academic success by providing a safe and nurturing school environment. A safe and successful learning environment has been made possible through collaboration among school staff, the Governing Board, and parents. Through the shared governance, consisting of academic and financial accountability by all stakeholders, our school has been effective in



developing and maintaining resources of highly effective teachers, high academic standards, and a rigorous curriculum. Teachers are trained in designing and implementing individualized programs to address the learning needs of each student. Teachers instruct students in the unique skills necessary to access and benefit from the curriculum. These skills may include, but are not limited to, curriculum and learning strategies, compensatory skills, independent functioning, social emotional behavior, use of assistive technology, and communication.

The school has made marked improvements in student achievement from 2015-2016 to 2016-2017. The school improved the initial 'C' rating from the State in 2015-2016 to an 'A' rating in 2017-2018. Teachers, across all grades served, have used student data from progress monitoring and formative assessments to target opportunities for academic improvement more directly.

The school culture continues to be a positive one. Students are engaged daily in character development. Our administration and staff model positive behaviors and have created a very family friendly learning environment which is evident as soon as one enters the building. The school has partnered with the Town of Davie to recognize positive citizenship and academic success. The school implements Broward Schools Code of Student Conduct. Over the past five years of operation there has only been one incidence of behavior leading to suspension from school and requiring documentation in Terms. Administration worked closely with the parents of this student to improve behavior and avoid reoccurrence or escalation of such behavior. Our school has maintained a nurturing environment that has led to cooperation and respect for all stakeholders.

## Attachments

### Section 2: MISSION-SPECIFIC ACCOUNTABILITY

2.1 [AMCS Mission Statement](#)

Garcia, Juana, 11/1/19 7:29 PM

PDF / 45.378 KB

## 3. EDUCATIONAL PROGRAM IMPLEMENTATION

### Section Evaluation

Meets the Standard Donna Haynes, 11/18/19

Partially Meets the Standard Terri Coyle, 11/19/19

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

Partially Meets the Standard Tanya Hutkowski,

### Final Rating

**Partially Meets the Standard**

11/21/19

Partially Meets the Standard Sarah Decotis, 11/22/19

Meets the Standard Celina Chavez, 11/25/19

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

Meets the Standard Hanne Rega, 11/26/19

## EDUCATIONAL PERFORMANCE

### 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

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

As a public Montessori school, we have found the best approach to supporting our school's mission and goals is to address the Florida Standards using both traditional and Montessori methods. Integrating Montessori lessons and the Montessori philosophy into the daily lesson plans offers our students opportunities to develop their potential as they step out into the world as engaged, competent, responsible, and respectful citizens with an understanding and appreciation that learning is for life. Our teachers provide environments where students have the freedom and tools to pursue answers to their own questions. Students have **developed an understanding of order, coordination, concentration, and independence**. Classroom design, materials, and daily routines support this mission. Atlantic Montessori Charter School West K-5 teachers focus on the child as a learner rather than on the fulfillment of a daily lesson plan. Although the teacher plans daily lessons for the class/student, the teacher must be aware of changes in the child's interest, progress, mood, and behavior. Our teachers are trained to give individual and small group lessons. Lessons are meant to awaken the child's interest by incorporating all the child's senses to internalize the learning. Children then are eager to come back and discover more on their own. The teacher observes and records the child's work cycle and the child's mastery of the previous lesson, which will indicate the child's readiness for the next lesson.

Our teachers facilitate the child's setting of learning goals. Teachers guide children to become accountable for what they have learned by asking students to explain and demonstrate their understanding. Teachers encourage student effort and persistence. They allow students to learn through exploration; allowing students to view mistakes as learning experiences. Teachers respect and protect their students' independence. Teachers observe and know when to step in and set limits or lend a helping hand. Atlantic Montessori Charter School West K-5 teachers

become scientific observers of children. Teacher observations allow them to understand when it is in a child's best interest for the teacher to step back and not interfere in the discovery of knowledge. Teachers never criticize or interfere with a child's lesson rather they encourage the completion of the child's work cycle. When working with the Montessori materials, children are allowed the freedom to choose their own activities within pre-established limits as they learn appropriate behaviors without the need of external rewards. This nurturing atmosphere allows the child's personality to flourish which in turn develops his/her human potential.

At Atlantic Montessori Charter School West Campus K-5, our primary focus is the whole child. As part of developing all the elements of the whole child, the Montessori Method used at the school concentrates on educating the human potential. Through character education, we can help each child unlock their personal potential. Virtue education allows each child to explore the field of morality and learn to discriminate between good and evil. Virtues are universal and are recognized by people of all cultures. They are necessary for a child's well-being and happiness. Once they are learned, they will last the child a lifetime. We make sure that our students learn the following virtues: Wisdom, courage, perseverance, honesty, kindness, patience, helpfulness, humility, compassion, hard work, creativity, independence, confidence, respectfulness, grace, courtesy, sociability, responsibility, self-sufficiency, curiosity, joyfulness, gratitude, and service. All of these virtues help build a child's character and inspire others around them to be better people. In order to develop these virtues, we expose our students to stories and experiences that model them. We make sure that our teachers make it a point to display these virtues on a daily basis, so they serve as role models to the students. We also concentrate on positive activities in order to prevent the formation of negative traits. In our Montessori environment, bad habits such as laziness and disorder are quickly replaced by good qualities such as self-sufficiency and hard work. Cultivating virtues leads a child to develop a more purposeful life. In our Montessori classrooms, students learn virtues like service and helpfulness by participating in practical life activities. Such exercises include teaching children to care for the environment and peer to peer collaboration, in which an older student helps a younger student.

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

Atlantic Montessori Charter School West K-5 uses the philosophy and teaching materials of the Montessori Method developed by Dr. Maria Montessori. The Montessori Method of education emphasizes learning through all five senses, not just through listening, watching or reading. Children in Montessori classes learn at their own pace and per their own choice of activities from hundreds of possibilities. A child's work at Atlantic Montessori Charter School West K-5 is an exciting process of discovery, leading to concentration, motivation, self-discipline, and a love of learning. Montessori places children into mixed age groups forming communities in which the older children spontaneously share their knowledge with the younger children. This represents an entirely different approach to education. Montessori's educational philosophy is multi-sensory, multi-aged and child centered. Atlantic Montessori Charter School West K-5 program is based on children's developmental needs and creates freedom within limits through a carefully prepared environment. The environment allows exposure to materials and experiences that develop intelligence as well as physical and psychological abilities. Montessori materials are self-correcting, interesting to children and developmentally appropriate. The prepared environment is central to the implementation of the Montessori curriculum. Atlantic Montessori Charter School West K-5 nurtures in its children a lifelong love of learning and respect for themselves and others in a peaceful and safe environment. The philosophy of Dr. Maria Montessori is the cornerstone of the educational program at Atlantic Montessori Charter School West K-5. Atlantic Montessori Charter School West K-5 demonstrates its commitment of improving student learning and academic achievement by implementing a rigorous Montessori curriculum that is correlated to grade appropriate Florida Standards and Next Generation Sunshine State Standards. An integrated curriculum which incorporates reading and language arts in math, science and social



studies is the foundation of the Montessori method of education at Atlantic Montessori Charter School. Language Arts Florida Standards (LAFS), Mathematic Florida Standards (MAFS), and science and social studies Next Generation Sunshine State Standards are addressed using didactic materials designed to engage students in learning through activities that promote critical thinking, experimentation, discovery and real-world application of concepts. Additionally, geography and social studies lessons emphasize a global perspective and environmental awareness.

The school implements the District's Comprehensive Reading Plan and supplements language arts instruction with Montessori lessons designed for experiential learning that stimulates the child's natural curiosity. Montessori lessons are used to differentiate instruction even further by targeting key skills. An uninterrupted language arts block of time allows students to concentrate

without external distributive stimulus. In conjunction with the Montessori approach, small group or individualized differentiated instruction, and independent and peer collaborative application of skills and strategies in literacy are addressed using lessons designed to build on the six essential components of reading which include: oral language, phonemic awareness, phonics, fluency, vocabulary and comprehension. The initial instruction in the use of the materials is explicit, systematic, scaffolded, and differentiated. Teachers understand good readers have a diverse vocabulary. Teachers motivate students through activities that may peak their interest and increase vocabulary such as book talks and dramatic readings. Teachers encourage students to ask questions when they are unclear about what a word means, they model the use of the context of a conversation or the happenings in a book to decipher the meaning of unfamiliar words and they use varied vocabulary in referring to familiar objects to build vocabulary. This has proven to be a successful approach especially with our English Language Learner and ESE populations.

During the Math block, students use the GO Math program and concepts are made even more concrete as they are reinforced with correlating Montessori math lessons. This mathematics framework encourages students to understand and use mathematics to reason, communicate and solve problems. The Montessori mathematics curriculum has proven highly beneficial for our students. Lessons which consist of hands-on learning materials, detailed lessons, one-on-one instruction, life application and deep levels of understanding process have led our students to become numerically literate. Students are developing mathematical knowledge, problem solving ability, and communication skills required by all persons to compete successfully in our ever-changing world.

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

Our curriculum is designed to serve students of all ability levels ensuring that all students are engaged in and benefit from the curriculum, including exceptional students who enter the school below grade level. Any student in need of remediation for not making adequate progress towards mastery of the Florida Standards/Next Generation Sunshine State Standards Low-performing students, as identified through on-going progress monitoring, English language learners and special needs students benefit from intervention programs seeking to accelerate achievement through rigorous course work conducted in addition to the regular school day. Explicit instruction is teacher-led and is interactive. Ample practice opportunities, including guided practice with corrective feedback, supported application and student independent practice using aligned student materials help the students to apply what they have been taught. Differentiation is evident in every lesson presented to students; matching the instruction to the different needs of students in each classroom. Montessori lessons lend themselves to multisensory instruction and in many cases involve the use of visual, auditory and kinesthetic-tactile pathways to enhance memory and



learning of written language for all students. After-school tutoring that emphasizes fundamental reading comprehension skills are available to identified students in need of improving mastery of benchmarks.

Consistent with the design of the school, learning best occurs as a combination of direct intervention and the guidance of professional educators with support from parents/guardians. That intervention includes diagnostic assessment, data-driven instructional programming, high expectations, high quality teaching, formative and summative assessment, and a standards-driven curriculum. The instructional approach is intended to foster self-motivation and practices intrinsic rewards and role models to achieve that goal. With the emphasis on performance-based learning, students emerge from the school as competent learners as measured by state and national tests. With self-motivation and competency, students will be lifelong learners.

**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.**

Student performance indicators are monitored and evaluated for effectiveness of instruction using the Florida Continuous Improvement Model. Inclusively, students from all subgroups performing below grade level expectations are carefully monitored and provided with research based academic intervention strategies aimed at improving learning gains in reading and/or math. Formative assessment benefits all students, but it yields particularly good results with our low achievers. Atlantic Montessori Charter School teachers use a variety of assessment tools to drive instruction and strengthen the ability of the students to develop the habits necessary for lifelong learning. In keeping with the school's philosophy that children learn best when they are actively involved in the learning process, teachers use alternative/formative assessment to drive instruction and more fully engage students in understanding their own learning. Instructional staff works to develop a classroom culture of questioning and critical thinking, in which the child learns from shared discussions with teachers and peers. The formative assessment strategies below are viewed as an integral part of instruction.

**Monthly Progress Monitoring:**

Monthly progress monitoring is conducted school-wide using monthly data collection yielded from a variety of sources including the digital platform of I-Station. Administration meets with teachers monthly to review student data and track our students' performance levels. Collaborating with student progress monitoring helps our teachers use student performance data to continuously evaluate the effectiveness of their teaching and make more informed instructional decisions, therefore optimizing our students' learning experiences.

**Portfolio Assessment:**

Portfolios are maintained for all students. These contain samples of students' work that illustrate their effort, progress, data, and degree of proficiency. Portfolios are used to help students assess their performance, use State rubric online to assist teachers in making instructional decisions, determine the need of one on one work based on scores, and provide parents and/or guardians with an opportunity to view students' work.

**Performance Assessment:**

Student performance is evaluated based on pre-established criteria. These may include an oral presentation, conducting an experiment, teaching a skill or concept to other members of the class or acting out a story in sequence.

### **Journals:**

Journals are part of the instructional strategies used to assist students in self-observation, goal setting, and articulation of strategies.

### **Conferences:**

In addition to teacher/parent conferences, teachers engage students in thoughtful, reflective, focused dialogue to explore student understanding and encourage them to express their ideas.

### **Peer Assessment:**

Students are encouraged to evaluate themselves based on teacher and/or student created rubrics and take part in group discussions to evaluate each other.

Atlantic Montessori Charter School West K-5 views assessment as the process of measuring a student's progress toward a goal. Each student's academic achievement serves as the foundation from which to measure student outcomes. Outcomes are congruent with the Florida Standards and Next Generation Sunshine State Standards, which identify what Florida public school students should know and be able to do. Students are expected to achieve learner expectations at the end of each grade level as outlined in the benchmarks of the Florida Standards and Next Generation Sunshine State Standards as specified in each learner's educational plan.

**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 may be conducted.**

Atlantic Montessori Charter School West K-5 serves students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with the provision of reasonable supplementary supports and services and/or modifications and accommodations. The school supports the education of the students with special learning needs within the regular classroom setting, as the first choice of placement, with a commitment to provide services necessary for full implementation of the child's IEP.

Effectiveness in serving special education students is evaluated in the ability for the student to demonstrate learning gains consistent with the annual goals specified in each IEP.

Atlantic Montessori Charter School West K-5 has an ESE Specialist who oversees the special needs students, maintains their IEP's, schedule conferences as required and provide guidance to the teachers and staff who provide services to this population. General education teachers are encouraged to become ESE certified. Teachers must earn at least one college credit or equivalent in-service points in teaching students with disabilities when applying for renewal of a professional certificate. The certified ESE Specialist maintains written documentation of consultative services for any student who's IEP indicates consultative services. The ESE Specialist must have a minimum of a Bachelor's degree and be certified in ESE. The school recently had a turn over in the position of ESE Specialist and has hired a new ESE Specialist. In order to assure that the new ESE Specialist has the correct tools and training to comply with all laws and regulations in documenting ESE, 504 and Gifted information the school has contracted with Venture Design to provide support and training to our new ESE Specialist on how to maneuver the Easy IEP system, how to create more measurable and quality IEPs and EP goals, as well as elements documenting and organizing of these records in TERMS, the Easy IEP system and in the Gifted and IEP student folders.

Students with disabilities enrolled at Atlantic Montessori Charter School West K-5 are educated in the least restrictive environment and are segregated only if the nature and severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily. An inclusion model with ESE support is used, as appropriate, wherein the ESE Specialist and General Education teacher regularly monitor students' progress on attaining goals stated on the IEP as well as grade-level curriculum goals.

Atlantic Montessori Charter School West Campus K-5 adopts and implements the Broward County Public Schools' Special Policies and Procedures (SP&P) with respect to Special Education, as amended from time to time. It is the School's mission to place students in an environment where they can develop to their highest potential. Those students whose needs cannot be adequately addressed at the School will be appropriately referred, and staff will work together with the Sponsor's personnel to ensure that the needs of these students are met.

The School acknowledges a need for a collaborative linkage with the Sponsor, especially with respect to the responsibilities that exist for providing a free appropriate public education to children with disabilities. Operating under the auspices of the Sponsor as the Local Education Agency (LEA), Atlantic Montessori Charter School West K-5 assumes responsibility for programming and delivering related services to exceptional students, as identified in the student's IEP with adherence and fidelity to the Sponsor's policies. The ESE Specialist serves as the LEA and is an integral member of the school leadership team. Administration is knowledgeable about current federal and state laws applicable to the educational rights of exceptional students and their parents. As the LEA, the ESE Specialist, will provide and supervise the provisions of specially designed instruction to meet the unique needs of children with disabilities. The ESE Specialist ensures the implementation of each student's IEP.

The following is a list of services that we provide as procedural safeguards to serve the needs of the exceptional student population:

- Academic pullout: Since students are mainstreamed into regular education classes; those ESE students who require extra attention are pulled out for specialized instruction by a certified ESE teacher, speech therapist, language therapist, occupational therapist, etc. The amount of pullout is determined by each child's Individualized Education Plan (IEP), as is the specific skill and content area to be remedied.
- Atlantic Montessori Charter School complies with regulations as to the accommodations required by law be made available to ESE students as identified in their IEP in order for the student to receive a Free Appropriate Public Education pursuant to the Individuals with Disabilities Education Act.
- Students are not withdrawn when identified as disabled based on finding that the student needs a service delivery model not presently in existence at the school but are referred for enrollment in the School District only when the IEP team finds that the student's educational needs cannot be met at the charter school.
- The student population is served in the least restrictive form.
- Consultation and collaboration are provided for those students, who can succeed without the assistance of pullout, but need extensive monitoring.
- Speech/Language Therapy - a speech/language therapist is contracted hourly depending on the number of students requiring speech therapy, as per their IEPs.



- Physical and occupational therapy is contracted hourly as needed.

As noted in Florida Statue 1003.57, a student may not be given special instruction or services as an exceptional student until after he or she has been properly evaluated, classified, and placed in the manner prescribed by rules of the State Board of Education. The parent of an exceptional student evaluated and placed or denied placement in a program of special education shall be notified of each such evaluation and placement or denial.

The School is aware that general education activities and interventions are required prior to referral in accordance with Rule 6A-6.0331. When general education interventions have been implemented, with indications that a student should be considered for ESE eligibility, a group of qualified personnel will consider if the nature or severity of the student's areas of concern makes the general education intervention procedures unsuitable in addressing the immediate needs of the student. Atlantic Montessori Charter School West K-5 is guided by the Sponsor's screening and referral process with respect to referral of student's initial evaluations, re-evaluations, transfers, staffings, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards, Senate Bill 1108 compliance, and due process provisions. Together with the school's ESE team and student's parents an IEP is developed and an IEP meeting is conducted with the student's family for each eligible exceptional student enrolled at Atlantic Montessori Charter School West K-5. The IEP will determine services, accommodations, and/or modifications necessary to meet the goals and objectives of the student's IEP. These goals and objectives are designed to lead to the post school outcomes, which are based on the student's interests, preferences, academic and social needs.

The school also understands that gifted students are exceptional education students and require a qualitatively different education that is not typically available in the general education classroom. Gifted students learn at an accelerated pace which requires a need to explore topics in depth which may be accomplished with options which include cluster skill grouping, curriculum compacting or original research. Children who have mastered the majority of the grade-level basic skills are provided with advanced opportunities. The curriculum has an academic content-based foundation and focuses on activities as related to the EP (document that describes the gifted services) of the student. Content and pacing are differentiated to the degree that activities are clearly intended for students evidencing a need beyond the general curriculum. The gifted program's evaluation is a systematic study of the value and impact of services provided. Hence, the most robust provisions for gifted learners has evolved from careful collection of data regarding the context in which the services are delivered, the adequacy and appropriateness of resources available, the quality of activities carried out, and finally, the degree to which goals and objectives have been achieved.

**F. Explain how the charter school implements effective programs and services to meet the needs of English Language Learners as defined in the charter school's contract and as required by applicable law. An On-Site Programmatic review may be conducted.**

The School meets the requirements of the Consent Decree entered in *Lulac, et al. vs State Board of Education*; serving English Language Learners as well as the School District's LEP plan in identifying ELL students and provision of ESOL services. English Language Learners receive instruction, which is comprehensible, equal and comparable in amount, scope, sequence and quality to the instruction provided to English proficient students. The school has implemented an ESOL program of instruction for meeting the needs of the ELL population. Program instruction is designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. The School provides ESOL instruction in



English and ESOL instruction (or home language instruction) in the basic subject areas of reading, mathematics, science, social studies, and computer literacy following the guidelines and procedures outlined by the current District ELL Plan.

All students classified as ELL have an Individual ELL Student Plan. Such a plan is part of the permanent student cumulative record folder upon entry into the ESOL program. The plan includes biographical student information (name, grade, home language), initial assessment and placement data, ESOL program and updated information, program participation, amount of instructional time and/or schedule, exit information, post program review, etc. The plan is updated on an ongoing basis to include programmatic changes, assessments, level updating, and ELL committee meeting information.

The ELL Plan is designed to:

- Inform the student, parent, and teachers on the student's ESOL language level
- Monitor student progression
- Establish meetings between the school, the parents, and the student to discuss academic progress
- Provide methods for evaluation and provisions for monitoring and reporting student progress
- Provide for parental and teacher involvement to ensure that the students are being properly serviced
- Provide for student exit from and reclassification into the program.

All ELL plans are reviewed annually, at the beginning of each school year, to reflect current services. Assessment data is considered when conducting a review. The documentation of the recommendations are part of the students' ELL plan. The plan is updated on the student's anniversary date of entry into the ESOL program for a recommendation for continued placement in the ESOL program.

The School designated an ESOL Contact to be responsible for identifying ELL students, developing, and updating all Student ELL Plans, keeping a record of parental contact and ESOL Program Records Folder and ELLEVATION system updates. Student plans are updated, at minimum, annually by the program specialist. The ESOL Contact documents former ELL student's progress in the student's ELL Student Plan using a Post-Program Review Report and a Post-Program Review Student Profile. These are generated with information regarding students who have exited the ESOL program within the last two years. A joint effort between the District and Atlantic Montessori Charter School are made when developing the ELL plan for a student of limited proficiency in the English language.

Documentation of the progress review for each ESOL-exited student is conducted at the end of the student's first grading period, first semester, first year, and second year after exiting. The school monitors the student's progress using report cards, test scores, classroom performance, Post Program Review Reports (as applicable), Standardized tests and Student Case Management referrals (as applicable).

Additionally, students who are in the program longer than 4 years may have a plan update twice a year, depending upon their date of entry into an ELL program.

The school implements an ESOL program of instruction to meet the needs of the ELL population

to be served. Program instruction is designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. The School provides ESOL instruction in English and ESOL instruction (or home language instruction) in the basic subject areas of reading, mathematics, science, social studies, and computer literacy following the guidelines and procedures outlined by the current District ELL Plan. English Language Learners receive instruction, which is comprehensible, equal and comparable in amount, scope, sequence and quality to the instruction provided to English proficient students.

Administrators and the ESOL contact are responsible for monitoring the implementation of strategies by the classroom teachers using classroom walk-through model. Evidence is observed during classroom visits, through lesson plans, through use of materials and audiovisuals, and through grade book notations. All teachers of ELL students document the ESOL strategies used for each lesson in their plan books.

**G. Explain the school's current process for MTSS/Rtl, specifically with documentation of progress monitoring and the assessments used. Describe the charter school's collaborative problem-solving team (CPST). How does the charter school encourage and document parent participation during the Rtl process? Describe the charter school's data analysis process for all tiered interventions.**

In accordance with the policies of Broward County Public Schools, our school follows the MTSS/Rtl process, including the following three (3) tiers of intervention that must be followed before ESE testing can commence:

Tier 1: During this stage, students are provided academic and/or behavioral support aimed at serving their needs.

Tier 2: At this point in the process, students are provided a variety of methods to target instruction that may include but not be limited to: small groups, one-on-one instruction, and twice a week pull-out tutoring.

Tier 3: During this stage, students are provided with a more frequent, intense, and individualized intervention, which can include but not be limited to: pull-out tutoring conducted three to five times a week, or one-on-one tutoring.

As soon as a student is identified as at risk for achievement deficits his or her progress is monitored in relation to Tier 1 instruction. A student's progress is measured frequently by comparing his or her expected rate of learning and actual rate of learning. Our teachers also use these measurements to gauge the effectiveness of teaching and to adjust instruction to meet the needs of the individual student. A student who is not responding adequately to Tier 1 instruction, after about 6 to 8 weeks, moves on to Tier 2 and increasingly intensive levels of intervention and instruction. Intervention continues and may increase in frequency to Tier 3 until the deficiency is remedied as identified by ongoing progress monitoring.

Data is gathered daily by the teacher/interventionist to chart progress and responsiveness to intervention. Instructional effectiveness is continually evaluated throughout each tier of the model, and decisions based on summative and formative assessment data is made across the three-tiered process. Summative assessment data is gathered more frequently and used to determine if changes in instruction need to be made. Data is collected by the teacher/interventionist and shared with the RTI team before adjusting instruction. Intervention continues until the deficiency is remedied as identified by ongoing progress monitoring. Due to our detailed and frequent progress monitoring our students have increased their rate of learning

because they are receiving more appropriate instruction, our teachers are making more informed instructional decisions, documentation of student progress is available for accountability purposes, communication has improved between families and teachers about student progress, and teachers have higher expectations for their students. Overall, progress monitoring is a valuable tool and is vital when making decisions about the adequacy of student progress and evaluating the effectiveness of our instructional programs.

**H. Explain the charter school's current process to implement an Early Warning System (EWS). Describe how the charter school obtains the data and how often the EWS data is updated to reflect student improvement. 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 performing below grade level, and students exhibiting two or more indicators.**

#### **Early Warning Indicators:**

The school has established an early warning system to increase the capacity to identify students at the highest risk of dropping out of high school. Information gathered helps target resources and interventions toward students with the greatest risk of not graduating on time. Research consistently shows that indicators based on attendance rates, suspensions, and course performance are predictive of dropout. Chronic absence is a proven early warning signal that a student may be at risk to be behind in reading by 3rd grade, to fail courses in middle and high school, and at risk to likely drop out. Attendance data is monitored closely by the Leadership Team and the RTI team. Attendance Data from TERMS and Data Warehouse reports are reviewed and discussed, and appropriate actions take place to ensure compliance with Broward County's Attendance Policy 5.1.

In accordance with state legislation (1008.25, 5(a) F.S.) statement, the school does not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions, the school is using on-going classroom assessment data results, BSA results, FLKRS and FAIRS results to identify students with a substantial reading deficiency within the first 30 days of schools so that they are provided the appropriate interventions.

## **Attachments**

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

3.1	<a href="#"><u>AMCS Early Warning System Data Form</u></a>	Garcia, Juana, 11/1/19 7:14 PM	PDF / 54.954 KB
3.2	<a href="#"><u>AMCS 5164 19-20 AP1</u></a>	Garcia, Juana, 11/1/19 7:11 PM	PDF / 1.41 MB
3.3	<a href="#"><u>AMCS 5164 18-19</u></a>	Garcia, Juana, 11/1/19 7:10 PM	PDF / 9.282 MB
3.4	<a href="#"><u>AMCS 5164 17-18</u></a>	Garcia, Juana, 11/1/19 7:09 PM	PDF / 5.691 MB
3.5	<a href="#"><u>AMCS 5164 16-17</u></a>	Garcia, Juana, 11/1/19 7:08 PM	PDF / 2.556 MB
3.6	<a href="#"><u>AMCS 5164 Data 15-16</u></a>	Garcia, Juana, 11/1/19 7:08 PM	PDF / 7.136 MB
3.7	<a href="#"><u>AMCS Subgroup Data</u></a>	Garcia, Juana, 11/1/19 7:04 PM	PDF / 47.714 KB
3.8	<a href="#"><u>AMCS FSA 2016-2019</u></a>	Garcia, Juana, 11/1/19 6:53 PM	PDF / 1.315 MB

# FINANCIAL PERFORMANCE

## 1. FINANCIAL MANAGEMENT

### Section Evaluation

#### Final Rating

Partially Meets the Standard Lourdes Panizo, 11/13/19

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

Partially Meets the Standard

### FINANCIAL PERFORMANCE

Statutory References: 1002.33(7)(a)9; 1002.33(7)(a)10; 1002.33(7)(a)11; 1002.33(9)(g); 1002.33(9)(h)

#### 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

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

Atlantic Montessori Charter School West K-5 recognizes that the Governing Board has the primary responsibility of overseeing spending and ensuring that the Executive Director makes sound spending choices during the School's day-to-day operations. Based on spending projections and following set policies, procedures have been developed in finances, we expect that correct spending priorities are followed to maintain sound financial management of available resources.

The Executive Director reports the financial status of the school's operational budget to the Governing Board monthly and quarterly at Governing Board meetings.

The school, at a minimum, has the following financial controls in place:

- Only one operating bank account is maintained by the school.
- All funds are deposited to the bank account daily, whenever practical.
- Printed, pre-numbered receipts are issued for all cash received.
- All disbursements are made by check (except for minor petty cash disbursements).



- Printed, pre-numbered checks are used and voided checks are maintained to complete the number

sequence.

- The Board, at minimum, is responsible for –

- Reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year
- Reviewing quarterly or monthly financial statements, which include a balance sheet and statement of revenue, expenditures, and changes in fund balance, at each public Board meeting

- Annually adopting and maintaining operating budget for the school

- The Executive Director, or his/her designate, authorizes all expenditures prior to any commitment being made regarding any school funds.

- The School's Executive Director, is responsible for –

- Writing a purchase requisition form for petty cash disbursements and receipts.

- Responsible for all petty cash disbursements and receipts.

- Reconciling petty cash quarterly, or when the fund is less than \$25.00.

- Replenishing the fund by issuing a purchase requisition with all expenses listed and properly coded.

- Randomly auditing the petty cash account at least twice per fiscal year.

- Petty Cash is maintained at a maximum of \$200.00 in its fund.

- Prior approval from the Executive Director or designee must be obtained before expenses will be reimbursed. All disbursements must be recorded on petty cash disbursement form and a receipt must be attached. Funds spent without the approval of the Executive Director or designee may not be reimbursed.

- Only reimbursements with proof of receipts of \$100.00 or less may be reimbursed from petty cash. Petty cash expenditures may not exceed \$20.00 without written approval from the Executive Director or designee.

- Reimbursements over \$100.00 shall be handled through a purchase requisition form and will be submitted to the bookkeeper.

- Two signing officers are required on all checks over \$1,000.00 or as required by the District.

- No checks are pre-signed.
- All invoices are reviewed and initialed for approval before a check for disbursement is made.
- All school liabilities are paid promptly.
- All school related fundraising activities must be approved in advance by the Executive Director.
- All funds associated with school related activities are administered through the Executive Director at the school office.
- All outside groups with a relationship to the school (PTO, Boosters, etc.) will conduct their activities in such a way as to be clearly distinguished from school sponsored programs and/or activities.
- State sales tax shall be collected and reported when applicable.
- School financial records, including files for receipts, invoices, bank statements and cancelled checks are kept up-to-date and fully accessible at all times.
- Transfers to/from the school's savings account may only be made by the signing officers.
- All investments are void of risk. All interest is reported as receipts of revenue and as a result become a part of school funds.
- Bank reconciliations is done monthly, and a printed copy will be reviewed and initialed by the Executive Director or designated person, a copy will be forwarded to the Governing Board and the original is kept on file at the school.
- A Balance Sheet and Income Statement is prepared monthly, a printed copy reviewed and initialed by Executive Director or designated person, a copy is forwarded to the Governing Board and the original is kept on file at the school.
- Financial reports for all special interest groups (i.e., Yearbook, Student Government, etc.) is prepared on a monthly or quarterly basis as determined by activity and distributed to the appropriate group advisor for review.
- Under no circumstances are school funds used for personal benefit or gain of administration or staff.
- Any deficit financial position is reported to the Governing Board, the Sponsor and the department of education as stipulated in the District's Board Policy.

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

In order to provide financial information that is comparable to that reported for other public schools, the school maintains all financial records in an accounting system that is in accord with the accounts and codes prescribed in the most recent issue of the publication titled, "Financial and Program Cost Accounting and Reporting for Florida Schools" (Redbook), pursuant to § 1002.33(9)

(I) of the Charter School Law. Thus, the school's accounting is consistent with accounting conducted for Florida school districts and maintains a uniform chart of accounts for budgeting and financial reporting. The uniform chart of accounts addresses topics that include governmental accounting standards, program cost accounting and reporting. As directed by statute, the Governing Board is responsible for overseeing the annual reporting required by the District.

Atlantic Montessori Charter School utilizes the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. The school makes available monthly bank reconciliations and quarterly financials (both balance sheets and income statements) which include a statement of revenues and expenditures prepared in accordance with generally accepted accounting principles.

Additionally, annually audited financial reports, including a complete set of financial statements and notes prepared in accordance with generally accepted accounting principles, is forwarded to the school board for inclusion into these financial statements. Such statements are formatted revenue source and expenditures and detailed by function and object number. The School complies with all financial reports that the sponsor requires.

Adequate procedures are in place in order to:

- Ensure that all applicable state and federal tax laws are followed, and the acquisition of exemption numbers are in place.
- Ensure that the dispersion of funds, such as vendor payments, and school bills, follows strict accounting guidelines through a three-tier system of checks and balances.
- Provide safeguards such as a contingency account.
- Utilize accounting practices that are approved by the Sponsor.
- Ensure that the maintenance of records for the purposes of enumerating F.T.E. data meets the approval of the sponsor.
- Ensure that all records are available for inspection by appropriate agencies or departments.
- Ensure that proper personnel are informed and/or trained on systems and procedures to run the different aspects of the school program per the requirements in place by the Sponsor.
- Financial reporting is subject to any directives issued by the State of Florida and Sponsor.

The School maintains both student and financial records in accordance with Chapter 119, Florida Statutes. Retention schedules established by the records and information management program of the Division of Library and Information Services of the Department of State are followed. All financial records are kept in locked, fireproof cabinets or in a fireproof locked records storage vault. Only certain school personnel have access to financial records.

**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.**

Atlantic Montessori Charter School West K-5 contracts with qualified professionals to aid in the design, development, planning, financing, staffing, maintenance, operations, and general

oversight of the school as needed.

The Governing Board specifically bid services from a reputable, qualified, and experienced CPA and Financial Services firm for accounts receivable/payable, payroll processing, employee benefits, bank record reconciliation, monthly and quarterly reports, Sponsor and DOE reporting, insurance requirements, maintaining tangible assets inventory, pre-audit preparation, and financial management. The school retains the services of a qualified auditor to audit the annual financial report as outlined in State Statute which must be submitted to the Broward County Public School Board at the deadline stipulated by the District.

The Executive Director communicates with the school's contracted financial services provider to ensure that deadlines for submission of reports are honored and the correct format/template is used to create the required reports. The Executive Director or designated administrative team member uploads the monthly financial reports, quarterly financial reports, cost reports and audit to Charter Tools by the given due date. A copy of these reports is also forwarded to all members of the administrative team and all members of the Governing Board.

## Attachments

### Section 1: FINANCIAL MANAGEMENT

1.1 [AMCS Fixed Assets Report](#)

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PDF / 19.804 KB

## 2. FINANCIAL VIABILITY

### Section Evaluation

Meets the Standard Cassandra Vallianos, 11/19/19

#### Final Rating

Meets the Standard

### FINANCIAL PERFORMANCE

Statutory References: 1002.33(7)(a)10; 1002.33(7)(a)11

Financial Viability:

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

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

The aim of the budget setting process at Atlantic Montessori is to ensure resource allocation matches school priorities. Unplanned over-spending or under-spending of the school budget can deflect the school from previously agreed spending priorities, and this can affect the achievement of school development plan. To ensure that the budget for the school is viable and that its



implementation is feasible, it is supported by the school's multi-year budget covering the same period.

The Director examines the cash flow statement monthly because the projected cash balances are key indicators of whether the school can meet its obligations on time. If that balance is positive, the school will be able to pay our bills and employees on time; if it is negative, we will not, and will need to figure out a way to manage those shortfalls through negotiating with vendors or borrowing money.

Budget Year-to-Date (YTD) vs. Actual YTD: Monthly, the Director examines what our school's spending patterns are. The school's expenses are not always spent equally throughout the year, but the Director should be able to indicate whether or not the school is on track to meet its budget. The Actual YTD show how the school is spending in reality, while Budget YTD will indicate how the school is supposed to be spending based on the budget most recently approved by the board. The variance between these two numbers shows how far the school is deviating from the planned budget. The Director is able to explain why these variances exist, and whether or not they are a concern. Note that if the school's latest budget is out of date, these variances may not be meaningful, and it is therefore more important to be looking at the variances between the school's actual and the school's updated forecast. Therefore, it is imperative that the budget is updated to reflect the school's needs.

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

Atlantic Montessori Charter School West K-5 has no pending, existing or threatened litigation, claims, and/or assessments. As evidenced by documents uploaded to Charter-Tools and by the documentation provided by our Auditor. We have attached the needed documentation that confirms Atlantic Montessori Charter School West K-5 financial obligations are in good standing.

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

The school's plan for financial sustainability includes objectives, strategies, and action steps that identifies and includes a priority list of school needs, a list of current resources, potential funding sources and amounts. The Director has the task of identifying what resources and expenses the school currently possess. This information is shared with the Governing Board and together they decide where the school stands and what course of action to take.

The following information is used to drive this decision making:

- How much money the school currently has?
- How much money the school expects to have in the coming year, two years, etc.
- What are the funding sources?
- What is the priority for spending?
- How much debt the school has?

Sound fiscal health is imperative to ensuring the effective operation of the school. For this reason, the Executive Director monthly assess the financial condition by reviewing cash flow reports,

monthly financials, and quarterly financials of the school. Performing a regular, timely financial condition analysis provides the school with valuable information on the current and future state of the school's finances. Regular analysis has highlighted potential fiscal problems and has provided the information necessary for timely corrective action. By taking action to address weaknesses and strengthen fiscal health, the school has been able to ensure that resources are available to fund the level and quality of services expected by all stakeholders.

The school has identified a priority need to grow enrollment to 180 students from the current 150 students. A long-term goal of the school is to continue on the track of obtaining high performing status and then increase the grades served from Kindergarten through 8<sup>th</sup> grade.

## Attachments

### Section 2: FINANCIAL VIABILITY

- |     |  |                                |                  |
|-----|--|--------------------------------|------------------|
| 2.1 | <a href="#"><u>AMCS Revenue Estimate Worksheet</u></a> | Garcia, Juana, 11/1/19 7:17 PM | PDF / 125.485 KB |
| 2.2 | <a href="#"><u>AMCS 5 Year Budget</u></a>              | Garcia, Juana, 11/1/19 7:17 PM | PDF / 552.189 KB |

# ORGANIZATIONAL PERFORMANCE

## 1. STUDENT ENROLLMENT AND CONDUCT

### Section Evaluation

#### Final Rating

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

Partially Meets the Standard

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

### ORGANIZATIONAL PERFORMANCE

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. Statutory References: 1002.33(7)(a)7; 1002.33(7)(a)8; 1002.33(7)(a)11; 1002.33(9)(e); 1002.33(10); 1002.33(16)(a)4; 1002.33(16)(a)5; 1006.147

#### Student Enrollment and Conduct:

##### A. Student Enrollment Trends

Atlantic Montessori Charter School West K-5 expanded the enrollment served from Kindergarten – 5<sup>th</sup> Grade. The initial Charter School application was for a maximum capacity of 500 students in Kindergarten through Fifth grade in the charter contract. However, the Town of Davie limited us to 150 students. Each school year we have reached maximum capacity of 150 students and a waitlist has been created.

We have found that parents will apply at several charter schools and even accept placement, register and supply enrollment documents. This practice gives small schools like ours a false sense of enrollment at times, but we have a waiting list and are able to maintain 150 and will seek from the Town of Davie approval for an enrollment increase, if possible.

##### B. Racial/Ethnic Composition of the Student Body

Atlantic Montessori Charter School West K-5 primarily serves students from the south and west areas of Broward County. Our student body is made up:

*Ethnic Composition of Atlantic Montessori and Neighboring School*

	White	Black	Pacific Islander	Asian	Indian	Multiracial	Hispanic
Atlantic Montessori #5164  School	74.6%	14.6%	0%	.0%	.006%	1%	69.3%
#3531 Foxtrail Elementary  School	82.13%	6.83%	.1%	6.75%	.1%	4.1%	48.2%
#2541 Flamingo Elementary	85.6%	5.48%	.4%	4.59%	1.03%	2.81%	62.3%

\*Data from TERMS Panel L03

### C. Enrollment Procedures

Anyone who is interested in their child attending Atlantic Montessori Charter School West K-5 can apply. Applicants can submit the form for the current school year (if space is available) or for the following school year. Applications for the upcoming school year are accepted for Kindergarten through fifth grade electronically and in paper based format from October 1<sup>st</sup> through February 15<sup>th</sup>. Parents may use the online link at [www.AtlanticMontessoriCharter.com](http://www.AtlanticMontessoriCharter.com) to apply. Parents may also visit the school's main office for an application. A random lottery is held, to determine admission. The application window to participate in the lottery is from October 1st of each year through February 15<sup>th</sup> of each year. A random selection (lottery) will be conducted on March 1st only if the number of applicants exceeds the number of available spaces. If a student participated in the random selection or lottery, and is on a waitlist, they should not submit additional applications. If the parent has a child currently enrolled at Atlantic Montessori Charter School West K-5 and wishes to apply for a sibling, the parent must submit an application for the sibling.

Atlantic Montessori Charter School West K-5 gives enrollment preference to the following student populations:

1. Students who are siblings of a student enrolled in the charter school.
2. Students who are the children of a member of the governing board of the charter
3. Students who are the children of an employee of the charter school.



On March 1<sup>st</sup> of each year, parents are notified if their child is offered admission. Information on how to complete the registration packet is then provided.

Registration documents include:

Child's Birth Certificate

Current Immunization Records

Current Physical Exam

Proof of Residency (Must reside in Broward County)

Additional registration documents are provided by the school for completion by the parent prior to the start of classes.

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

Atlantic Montessori Charter School West K-5 does not only continuously work on providing our students with the best education but also on ensuring our school is safe and that we have a secure environment. The school has security cameras (in and around the school campus), a security guard, and a locked front entrance that visitors must be buzzed in to enter. The school maintains a comprehensive written Safety and Emergency Plan. Our school's Safety and Emergency Plan is given to our staff and they receive training, as well.

## **Attachments**

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

1.1	<a href="#">AMCS Discipline Reporting</a>	Garcia, Juana, 11/1/19 7:19 PM	PDF / 71.306 KB
1.2	<a href="#">AMCS Student Enrollment Reports</a>	Garcia, Juana, 11/1/19 7:18 PM	PDF / 84.49 KB

## **2. FACILITIES**

### **Section Evaluation**

**Meets the Standard** Victoria Stanford, 11/26/19

**Final Rating**

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**ORGANIZATIONAL PERFORMANCE**

Statutory References: 1002.33(7)(a)11; 1002.33(7)(a)13; 1002.33(9)(e); 1002.33(16)(a)5; 1002.33(18)(a); 1002.33(18)(b)

Facilities:

- A. Facilities Compliance
- B. Health and Safety

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

Atlantic Montessori Charter School West K-5 utilizes a stand-alone building school facility located in Davie and has adapted the space to the needs of all our students, including our exceptional students by adhering to Section 504, IDEA, and ADA to ensure that schools provide free and appropriate education within the least restricted environment. The School is accommodating, to the maximum extent possible, for individuals with special needs. School furniture maximizes comfort and minimizes the potential for injury, eye fatigue, and distractions by being free of protrusions and having rounded edges and no glare surfaces. Points of transition such as steps, ramps, intersections, and entry doors meet all ADA requirements.

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

Atlantic Montessori Charter School West K-5 complies with applicable health and safety laws. The facility, now and before occupancy, met Chapter 553, Florida Statute, and State fire protection codes, pursuant to Section 663.025 Florida Statutes, as adopted by the authority in whose jurisdiction of the Town of Davie, including the storage of records in a fire safe and secure storage space.

A Certificate of Occupancy was issued by the Town of Davie prior to the opening of the school and as mandated by law. Licensed inspectors are contracted to conduct tests on the facility for asbestos, lead, and radon. The Board created and submitted a traffic plan to Broward County Traffic Engineering Department for approval. Before opening, the Broward County Health department was contacted to conduct inspections related to health and sanitation as well as for standards for food service, drinking water, and sewer/sanitary facilities. The school was tested and passed all tests conducted for radon, asbestos and lead in the water. Atlantic Montessori has these inspections annually in order to maintain compliance with applicable health and safety laws.

**Attachments****Section 2: FACILITIES**

– No Attachments –

**3. GOVERNANCE, STAFF AND PARENTS**

## Section Evaluation

Meets the Standard Maria Yen, 11/5/19

### Final Rating

Meets the Standard Khandia Pinkney, 11/6/19

**Meets the Standard**

Meets the Standard Aneatra King, 11/22/19

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

Meets the Standard Brenda Santiago, 12/2/19

## ORGANIZATIONAL PERFORMANCE

Statutory References: 1002.33(7)(a)14; 1002.33(7)(a)15; 1002.33(12)(f); 1002.33(12)(g); 1002.33(16)(b); 1012.55(1); 1012.39(1)(a); 1012.39(1)(b); 1012.39(1)(c)

State Board Rules: 6A-1.0502(10); 6A-1.0502(11); 6A-1.0503(1); 6A-1.0503(2); 6A-1.0503(3); 6A-1.0503(4)

Governance, Staff, and Parents:

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

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

Atlantic Montessori Charter School's Governing Board is a Florida Non-for-Profit, has a certificate of incorporation, the Articles of Incorporation, and has Florida State non-profit status on file with the District. Atlantic Montessori Charter School, Inc has been determined as Federal Tax-exempt under section 501(c)(3) of the Internal Revenue Code.

The Governing Board has the responsibility for the activities and affairs of the corporation, including management of the school and providing continuing oversight of school operations. The Governing Board exercises all corporate powers and functions. The Governing Board is committed to the mission of the school and is cognizant of its responsibility to manage public funds effectively and properly.

Atlantic Montessori Charter School, INC abides by the laws pertaining to non-profit corporations. The Governing Board has been established and governs Atlantic Montessori Charter School-5029 and Atlantic Montessori Charter School West Campus K-5-5164. As stated in the Articles of Incorporation and By-laws that govern Atlantic Montessori Charter School, INC, a fully functioning Governing Board has evolved from the founding members and community leaders and has integrated the legal structure as outlined by statute, the policies that govern the school and the board. Soon after our original application was approved, the official Governing Board, was fingerprinted and background checks were performed.

**\*PLEASE NOTE: The chart would not copy over properly. It has been attached under this section.**

The chart shows the Executive Director and School Principal provide for the day-to-day operations of the school and oversee the teachers, assistants, and staff. The ESOL and ESE Specialist share in some of the administrative duties pertaining to reporting student progress to parents.

The Executive Director/School Principal report monthly to the Governing Board, during their regularly scheduled meetings, about important aspects of the school such as finances, pending purchases, the bidding process, contacts with parents, community involvement, results of student testing, and other matters deemed necessary for the Board to have knowledge of and be able to participate in as required by charter law and common board practices. The board serves to provide assistance to the administrative body of the school.

## **ORGANIZATIONAL PERFORMANCE**

Statutory References: 1002.33(7)(a)14; 1002.33(7)(a)15; 1002.33(12)(f); 1002.33(12)(g); 1002.33(16)(b); 1012.55(1); 1012.39(1)(a); 1012.39(1)(b); 1012.39(1)(c)

State Board Rules: 6A-1.0502(10); 6A-1.0502(11); 6A-1.0503(1); 6A-1.0503(2); 6A-1.0503(3); 6A-1.0503(4)

Governance, Staff, and Parents:

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

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integrated the legal structure as outlined by statute, the policies that govern the school and the board. Soon after our original application was approved, the official Governing Board, was fingerprinted and background checks were performed.

### **Atlantic Montessori Charter School's Governance Structure**

***\*PLEASE NOTE: Graph would not copy over properly, it has been attached to this section.***

All personnel will report to the School's Principal who will compile the data into appropriate reports and present these to the Executive Director. The Executive Director will monitor compliance and continuity between both campuses. The Executive Director will present data to the Governing Board. The Governing Board provides the necessary support to the Executive Director and School's Principal.

### **Atlantic Montessori Charter School's Administrative Structure**

***\*PLEASE NOTE: Graph would not copy over properly, it has been attached to this section***

The Executive Director works with school's principal in promoting, encouraging and recognizing excellence based on the principles of leadership, continuous improvement, and stakeholder satisfaction. The principal directs day to day operations of the school and reports to the Executive Director.

**Executive Director**

**School Principal**

**ESE Specialist**

**ESOL Specialist**

**Teachers**

**Ancillary**

**Staff**

**Office**

**Cleaning**

**Janitorial**

**Transportation**

**Student**

**Assistant Teachers**

The ESE Specialist is primarily responsible for heading the department with his/her respective duties. Additionally, the ESOL Specialist will also have classroom responsibilities. Both will assist with parent conferences as needed.

All employees are responsible for providing a warm nurturing environment for the children and are accountable for student learning gains.

The chart shows the Executive Director and School Principal provide for the day-to-day operations of the school and oversee the teachers, assistants, and staff. The ESOL and ESE Specialist share in some of the administrative duties pertaining to reporting student progress to parents.

The Executive Director/School Principal report monthly to the Governing Board, during their regularly scheduled meetings, about important aspects of the school such as finances, pending purchases, the bidding process, contacts with parents, community involvement, results of student testing, and other matters deemed necessary for the Board to have knowledge of and be able to participate in as required by charter law and common board practices. The board serves to provide assistance to the administrative body of the school.

**Provide an explanation or verification of how the charter school complies with state Sunshine Laws and laws governing public records.**

The Governing Board provides records in accordance with Florida Statutes. The Board also ensures that the records are prepared following School Board Policy and State and Federal Law. The Public Records Act (Ch. 119, Fla. Stat.) sets forth the legal requirements that Atlantic Montessori Charter School Inc, as a governmental agency must comply with. In order to ensure

transparency, the State Constitution guarantees the public the right to access records of all Florida's public agencies. The Governing Board is ruled by the Bylaws and limited to the powers stipulated there-in. The Board must, by law, allow access to of public records either by inspection, or copies as may be requested. The Board does not need to explain the records or respond to questions, just provide the records but at times, the prudent response is to address the question or concern. Together with the Articles of Incorporation, the By-Laws describe how the Governing Board operate, their duties, board member selection, and removal from office, term limits and the code of ethics and conflict of interest.

The Governing Board meets quarterly, as stated in the Bylaws. Meetings follow the Sunshine Law of meeting in a public place, and open to the public. Advertisement for each meeting is done at least two weeks in advance so that individuals wishing to attend may make provision to be there. The Governing Board provides reasonable notice of all meetings in school calendars, on the school's website and through text, email and phone messages delivered through the Parentlink/Blackboard application provided by the District. Agendas are published at that time allowing for individuals who wish to address the board can do so and be given ample audience. The meetings are open to the public and are easily accessible by all persons. Meeting minutes are promptly recorded, and such records are made part of public record.

The Governing Board's procedures comply with the Florida Sunshine Laws and District Board Policy for open public meetings. Public meetings records are adhered to for all Governing Board meetings as stated in the Florida Sunshine Laws. At present a policy and procedure has been formulated and has been adopted. It is used in training for the Governing Board. Any additional training needed for the board to be able to learn how to function is made available prior to the school opening and after the school is in operations as needed. Section 1002.33(9)(j)4., F.S., requires the Governing Board of a charter school to participate in governance training approved by the Department of Education which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility. Board Members are required to take the Initial Board Training through a Department of Education approved training program within (90) days following their appointment to the Board. Refresher training is required once every three years following the initial training.

As a matter of policy, the Governing Board minimally defines the separate roles and responsibilities of Governing Board members and staff. Governing Board members have authority except as a whole and will not exert undue influence over staff except as defined in Board policy.

The Governing Board follows policy as established. In the absence of established policy and as allowed by the Broward County School Board established policy to: (the following is a sample of policy issues that are not intended to be all inclusive). Define limits on staff spending without prior approval of the Board. Define Budgeting procedures and methods of periodically reviewing financial information. Define treatment of staff (HR policies). Define minimum communication requirements between the school and home, the school and Board, and Board and District. All Governing Board members are trained in the areas of the Florida Sunshine Law and the Florida Public Records Law.

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

It is the commitment of Atlantic Montessori Charter School, INC to employ a competent and caring staff that shares common goals of community involvement, teamwork, and shared leadership. The school's administrative team assures: a safe and prepared learning environment especially designed to meet the individual needs of each learner through the effective management of resources, and the recruitment and retention of highly qualified effective teachers.

The mission of the School's teachers is to provide students with an enthusiasm for learning in a supportive, safe, challenging, and educational environment that encourages creativity and innovation.

Atlantic Montessori Charter School West K-5 is non-sectarian in its programs, admissions policies, employment practices and operations as required by Section 1002.33(9)(c), Florida Statutes and meets all applicable state and local health, safety and civil rights requirements as set by 102.33(9)(c) of the Florida Statutes.

The School seeks teachers, who are strong in effective teaching skills, with an in-depth knowledge of education, to teach in a performance-oriented environment. The successful candidates will be expected to nurture student learning and character development, model acceptable behavior, and become an integral part of the total school community and the community-at-large. Before employees may begin working at the school, they must clear the District's fingerprint background and drug screening process.

### **Teacher Selection Process**

The following information is intended to help guide the school's process of screening applications and other pertinent data and analyzing oral interviews.

### **Effective Teacher Behaviors**

Teacher reacts constructively (overt, verbal, nonverbal) to students' feelings and attitudes. Teacher actively listens to what a student is saying, reading, reciting. Teacher gives a direction and follows through with it. Teacher seems confident in teaching a given subject and demonstrates a grasp for it. Teacher checks on students' progress regularly and adjusts instruction accordingly. Teacher actively participates and assumes a leadership role in establishing priorities, setting goals, and formulating implementation strategies for the school's improvement plan. Teacher expresses positive, pleasant, optimistic attitudes and feelings. Teacher seems to perceive learning rate of students and adjusts teaching time accordingly. Teacher encourages students to take responsibility for their own class work. Teacher capitalizes instructionally on unexpected incidents that arise during class time. Teacher prepares students for lessons by reviewing, outlining, explaining objectives, and summarizing. Teacher ensures student learning outcomes improve over time or maintain at high levels of proficiency as measured by monthly data collected and from required state assessments.

### **Position Vacancy Announcement:**

Two kinds of announcements are prepared and posted on the school's website and social media pages when a position is available. The first is a short statement used to advertise the position. The second is a longer detailed description which can be sent to all those who respond to the advertisements and to individuals who are thought to be possible candidates. In addition, copies are sent to departments in other institutions and to members of professional associations. The short statement, used as an advertisement, might include the following:

The name of the department and institution Minimum degree and practical requirements for the applicant Description of special characteristics or expertise desired Brief description of responsibilities Employment period (academic or calendar year) EEO and Drug Free Work Place Salary range or statement that salary is competitive Name, title, and address of person to whom inquiry should be made Closing date for application The longer, detailed, position description should repeat all the information contained in the advertisement, together with clear instructions on how to make applications and submit credentials, and should be expanded to include all relevant information which the applicant needs to know including that they are employees of the



charter school and not the school board. Instructions on applying and submitting credentials are clear and precise. Applicants are usually asked to submit a letter of application, three or more letters of reference, and a current resume or curriculum vitae. Other materials or documents such as publications may be required as well. The candidate may be asked to include a written statement expressing his or her special qualifications in the letter of application as well as their teaching philosophy. In some cases, the applicant may be asked to state the earliest date they can begin employment. When the salary is open, it may be appropriate to ask the candidate what expectations he or she holds, and whether special conditions must be met before the applicant will accept the position.

The applicant needs to be informed as to how many and what sorts of letters of reference are required. We ask the applicant to submit reference letters. Letters of references are checked and verified.

### **Separating Ineligible from Eligible Applicants:**

#### **The First Screening**

The interviewers have the task of reviewing and evaluating applicants based on written information contained in each applicant's file. Ineligible for consideration are those applicants whose files are still incomplete by a certain date. Other reasons for finding candidates ineligible may be related to the inability of applicants to meet state and institutional regulations. During the first screening, the files of candidates are separated into three categories. Some candidates are clearly "ineligible" in terms of qualifications or institutional or departmental policies; others are "eligible" and still others are "marginal" in that their files may not be complete, or they do not quite meet all the criteria for eligibility. The files of those who have been declared ineligible are set aside and the reason for the ineligibility is inserted in each file.

### **Evaluating the Qualifications of Eligible and Marginal Candidates**

#### **The Second Screening**

The Executive Director /Principal or designee reads the files carefully and prepares for the second screening. During this review, the hiring committee decides how well each applicant meets the criteria and the desired job qualifications listed in the position announcement.

The committee may decide to consider the "marginal" candidates, those who do not quite meet all the criteria but nevertheless appear to have better-than-average qualifications. Marginal applicants who are retained will be considered again in the third screening along with all other eligible candidates who are still in contention.

### **Selection Checking the References**

#### **Final Screening**

Upon receiving the candidate(s) file, the committee is ready to start checking each of the recommended nominee's references. This is usually done by telephone. The number of references to be checked will depend on the kinds of responses obtained from the references. At least three should be contacted. The level of competence, promise of career growth, ability to work with colleagues and students, outstanding achievement, other strengths, and such weaknesses as missing classes, not completing work on time, and student complaints will all be areas of inquiry.

The school is committed to hiring the most dedicated, qualified individuals to become part of the

school faculty. A bachelor's degree will be required and staff must have or be eligible for State certification. Further preparation will be given through in-house training in the areas of disabilities, ESOL, exceptional, at risk and special needs students as well as those required by sponsor or by statute. New teachers, those that are new at teaching the given age group or working out of field will be afforded assistance from a master teacher. Atlantic Montessori Charter School West K-5 is aware the costs involved in the recruiting, selection and training process and feels that it is necessary to make every effort to retain good teachers and to place them in situations they will feel comfortable to teach. Qualifications of these teachers and staff hired will be made available to parents initially at the school open house and by request.

Atlantic Montessori Charter School West K-5 has a benefits package for the teachers and staff that includes award certificates for achievement, performance pay incentives and tuition for teachers seeking professional development in Montessori that will enhance classroom learning.

Contracts with instructional staff, supervisors, and school Principal at Atlantic Montessori Charter School West K-5 provide that each person employed as a member of the instructional staff is properly certified pursuant to Florida State Statue 1012.56 or 1012.57 or employed pursuant to 1012.39. Each employee is entitled to and receives an annual contract. All contracts contain provisions for dismissal during the term of the contract only for just cause. Just cause includes, but is not limited to, the following instances, as defined by rule of the State Board of Education; immorality, misconduct in office, incompetency, two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a three year period, three consecutive performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless adjudication of guilt, of any crime involving moral turpitude.

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

Our school is a member in good standing of the Florida Consortium of Public Charter Schools. We use the FCPCS evaluation systems for classroom teachers, school-based administrators, and other instructional personnel to evaluate our staff. FCPCS has developed and copyrighted an evaluation system for teachers and school-based administrators that complies with the statutory requirements of Florida Statute 1012.34. As per this statute, a performance evaluation is conducted for each employee at least once a year, except that a classroom teacher, as defined in statute 1012.01 who is newly hired by the school is observed and evaluated at least twice in the first year of teaching in the school. With the passage of the student success act of 2011, the evaluation system for instructional personnel and school based administrators became focused on student performance. Per Florida Statute 1012.34, 50% of an instructional employees' evaluation is based on student performance. The other 50% is based on instructional or leadership practice and professional and job responsibilities.

**Provide the approved and adopted pay for performance plan and salary schedule.**

**Performance Salary Schedule**

**Years of Experience  
when joining AMCS**

**Base Rate**

**Highly Effective**

**Effective**

1	\$34,000	1% increase	.50% increase
2	\$35,000	1% increase	.50% increase
3	\$36,000	1% increase	.50% increase
4	\$37,000	1% increase	.50% increase
5	\$38,000	1% increase	.50% increase
6	\$39,000	1% increase	.50% increase
7	\$40,000	1% increase	.50% increase
8	\$41,000	1% increase	.50% increase
9	\$42,000	1% increase	.50% increase
10	\$43,000	1% increase	.50% increase
11-20	\$45,000	1% increase	.50% increase
21-30	\$50,000	1% increase	.50% increase

**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.**

Atlantic Montessori Charter School West K-5 recognizes that the school's partnership with families is instrumental to student success. Parent involvement in school matters is made possible at many levels. The school has a very involved PTO and parents also serve on the Board as non-voting advisers. Parent volunteers participate in the daily life of the school and on various committees created as needed, such committees as: School Improvement Committee, School Safety Committee, and Character Education Committee. Enrollment is a parent/student cooperative choice, wherein parents/guardians contractually agree to be responsible for their

child(ren) following the rules and regulations applicable to attendance, classroom participation, behavior, and uniforms. Parents or their designee are asked to volunteer 30 hours of annual service to the School as outlined in the Parent Contract found on Charter Tools.

Parents are notified in their native language as to the opportunities to serve on various advisory committees and the parental volunteer options available to them.

In addition, parents are encouraged to:

- Attend board meetings.
- Represent parents by becoming part of the Governing Board.
- Represent charter school parents by becoming members of Parents for Charter Schools.
- Participate in quarterly parent/teacher conferences.
- Complete Annual surveys to receive input for evaluation and improvement.
- Fulfill the terms of a contract indicating the manner in which they will become involved in their children's education and the school's operations – such as school volunteers, mentoring programs, skills training, extended day programs, special events, and extracurricular activities.
- Participate in providing stability to the school and its purpose per their abilities. There will be no mandatory requirements other than the volunteer hours each family is responsible to participate in. Parents are not required to forcefully participate themselves in any activity, which they cannot or do not wish to be a part of.
- Utilize the PTO as an avenue for them to participate in a single, strong voice whenever the need arises for decision-making matters.

In addition, parents are expected to:

- Provide a learning atmosphere for their children at home.
- Encourage the learning process of the child.
- Participate in monthly parent out-reach workshops set with school administrators or teachers to talk about how to help their children learn.
- Maintain dialogue with instructors via the student folders and Montessori Student Goal Books taken home daily.

Parent Workshops on Montessori and other education and parenting related topics, such as decision-making regarding school performance and student assessment needs are offered throughout the school year. Parent/Teacher Conferences and the electronic grade book, encourage parents to be fully involved in the School's operations and promotes parental partnerships in the educational process. Volunteer opportunities to complete parent participation hours (communicated through newsletters, Parentlink, the school's website, email, and social media) are plentiful and yearlong. Some of these include activities such as chaperoning field trips, assisting with class and community service projects, helping in the library, participating in career day, grandparent's day, multicultural fair, and assisting with the school plays and other school sponsored events.

## **Attachments**



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

3.1	<u>AMCS Newsletter</u>	Garcia, Juana, 11/1/19 7:21 PM	PDF / 320.467 KB
3.2	<u>AMCS Certification Self-Audit</u>	Garcia, Juana, 11/1/19 7:21 PM	PDF / 161.733 KB
3.3	<u>AMCS Fingerprint Records</u>	Garcia, Juana, 11/1/19 7:20 PM	PDF / 578.869 KB
3.4	<u>AMCS Governing Board Member Training Certificates</u>	Garcia, Juana, 11/1/19 7:20 PM	PDF / 25.525 KB
3.5	<u>Governance, Staff, and Parents (with charts/graphs)</u>	Garcia, Juana, 10/25/19 7:45 PM	DOCX / 74.477 KB

# ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

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

### Section Evaluation

– Not Rated –

Final Rating

Attachments Added

Please Note:

- Teacher and Administrator Evaluation Tools remains the same, we continue to use the Florida Consortium of Charter Schools Evaluation
- Pay for Performance Plan and Salary Schedule Documentation remains the same.

## Attachments

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

1.1	<a href="#"><u>AMCS Fixed Assets Report</u></a>	Garcia, Juana, 11/1/19 6:01 PM	PDF / 19.804 KB
1.2	<a href="#"><u>AMCS Financial Letter</u></a>	Garcia, Juana, 10/31/19 10:00 PM	PDF / 170.146 KB
1.3	<a href="#"><u>AMCS Audit/Financial Letter</u></a>	Garcia, Juana, 10/31/19 9:26 PM	PDF / 1.868 MB
1.4	<a href="#"><u>AMCS 5164 5 Year Budget</u></a>	Garcia, Juana, 10/31/19 9:08 PM	PDF / 552.189 KB
1.5	<a href="#"><u>AMCS Revenue Estimate Worksheet</u></a>	Garcia, Juana, 10/31/19 8:57 PM	PDF / 125.485 KB
1.6	<a href="#"><u>AMCS AP1 19-20 Data</u></a>	Garcia, Juana, 10/31/19 8:42 PM	PDF / 1.41 MB
1.7	<a href="#"><u>AMCS Fingerprints</u></a>	Garcia, Juana, 10/31/19 8:30 PM	PDF / 578.869 KB
1.8	<a href="#"><u>AMCS Staff/Faculty Summary</u></a>	Garcia, Juana, 10/31/19 8:27 PM	PDF / 56.534 KB
1.9	<a href="#"><u>AMCS Master Schedule Report</u></a>	Garcia, Juana, 10/31/19 8:26 PM	PDF / 282.289 KB
1.10	<a href="#"><u>AMCS Fall Newsletter</u></a>	Garcia, Juana, 10/31/19 8:24 PM	PDF / 314.294 KB
1.11	<a href="#"><u>AMCS Governing Board Certificates</u></a>	Garcia, Juana, 10/31/19 7:38 PM	PDF / 25.525 KB
1.12	<a href="#"><u>AMCS 5164 FSA</u></a>	Garcia, Juana, 10/31/19 6:37 PM	PDF / 1.315 MB

1.13	<a href="#"><u>AMCS 5164 Certification Self-Audit</u></a>	Garcia, Juana, 10/31/19 6:23 PM	PDF / 161.733 KB
1.14	<a href="#"><u>AMCS 5164 Staffing Reports</u></a>	Garcia, Juana, 10/31/19 6:22 PM	PDF / 272.707 KB
1.15	<a href="#"><u>AMCS 5164 Discipline Reports</u></a>	Garcia, Juana, 10/31/19 6:20 PM	PDF / 71.306 KB
1.16	<a href="#"><u>AMCS 5164 Student Enrollment Reports</u></a>	Garcia, Juana, 10/31/19 6:20 PM	PDF / 84.49 KB
1.17	<a href="#"><u>AMCS 5164 Data 2018-2019</u></a>	Garcia, Juana, 10/31/19 5:47 PM	PDF / 9.282 MB
1.18	<a href="#"><u>AMCS 5164 Data 2017-2018</u></a>	Garcia, Juana, 10/31/19 5:32 PM	PDF / 5.691 MB
1.19	<a href="#"><u>AMCS 5164 Data 2016-2017</u></a>	Garcia, Juana, 10/31/19 5:15 PM	PDF / 2.556 MB
1.20	<a href="#"><u>AMCS 5164 Data 2015-2016</u></a>	Garcia, Juana, 10/31/19 5:05 PM	PDF / 7.136 MB
1.21	<a href="#"><u>AMCS 5164 FLDOE Report Card</u></a>	Garcia, Juana, 10/31/19 4:02 PM	PDF / 1.688 MB
1.22	<a href="#"><u>AMCS 5164 Early Warning Systems Data</u></a>	Garcia, Juana, 10/31/19 3:53 PM	PDF / 54.954 KB
1.23	<a href="#"><u>AMCS 5164 FLDOE School Grade Report 15-16</u></a>	Garcia, Juana, 10/31/19 2:18 PM	PDF / 50.186 KB
1.24	<a href="#"><u>AMCS 5164 FLDOE School Grade Report 16-17</u></a>	Garcia, Juana, 10/31/19 2:17 PM	PDF / 52.249 KB
1.25	<a href="#"><u>AMCS 5164 FLDOE School Grade Report 17-18</u></a>	Garcia, Juana, 10/31/19 2:17 PM	PDF / 52.175 KB
1.26	<a href="#"><u>AMCS 5164 FLDOE School Grade Report 18-19</u></a>	Garcia, Juana, 10/31/19 12:25 PM	PDF / 35.798 KB

## Recommendation

School Name: **Atlantic Montessori Charter School West Campus**

Primary Contact: **Juana Garcia**

Submission Date: **November 1, 2019**

Recommendation Date: **February 3, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

Based on the review and evaluation of Atlantic Montessori Charter School &ndash; West Campus&rsquo;s Renewal Program Review, the Superintendent&rsquo;s Charter School Review Committee is providing to the Superintendent an approval for a five-year renewal with mitigating language of the school&rsquo;s charter agreement. The Superintendent will provide the approval to The School Board of Broward County, FL for final consideration.