



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-3.

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 - Championship Academy of Distinction at Hollywood, Inc. - 5361

REQUESTED ACTION:

Approve the Charter School Renewal Agreement for Championship Academy of Distinction at Hollywood, Inc., on behalf of Championship Academy of Distinction at Hollywood - 5361.

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) Championship Academy of Distinction at Hollywood 5361 ES (3) Championship Academy of Distinction at Hollywood 5361 Renewal Agreement (4) Championship Academy of Distinction at Hollywood 5361 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, 5:36:44 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 Championship Academy of Distinction at Hollywood, Inc., on behalf of Championship Academy of Distinction at Hollywood – 5361.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Championship Academy of Distinction at Hollywood, Inc., on behalf of Championship Academy of Distinction at Hollywood – 5361, for a five-year period. An Executive Summary is attached which specifies the grounds for the five-year renewal.

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

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

Executive Summary

Renewal of Charter School Agreement Championship Academy of Distinction at Hollywood, Inc. Championship Academy of Distinction at Hollywood – 5361

School Name	Atlantic Montessori Charter School Est Campus
Implementation Year	2005 – 2006
Termination Date of Current Charter Agreement	June 30, 2020
Address	1100 Hillcrest Drive Hollywood, Florida 33021
Grades Approved to Serve	K-5
Grades Currently Serving	K-5
Current Enrollment	370
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018-2019	B
School Grade 2017-2018	C
School Grade 2016-2017	C

On June 21, 2005, The School Board of Broward County, Florida approved a Charter School Agreement enabling Florida Intercultural Academy, Inc., to open a charter school named Florida Intercultural Academy – 5361. This contract was effective for 10 years and concluded on June 30, 2015. On June 24, 2014, The School Board of Broward County, Florida, approved the change of entity and school name to Championship Academy of Distinction at Hollywood, Inc., and Championship Academy of Distinction at Hollywood – 5361.

On May 5, 2015, The School Board of Broward County, Florida approved the Charter School Renewal Agreement authorizing Championship Academy of Distinction at Hollywood, Inc., on behalf of Championship Academy of Distinction at Hollywood – 5361, to renew for another 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 school may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for non-renewal established by paragraph (8)(a) has been documented.”

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

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

As part of its renewal process for charter schools, The Superintendent's Charter School Review Committee conducted a review of the school's data and the renewal program review submitted by Championship Academy of Distinction at Hollywood, Inc., (Championship Academy of Distinction at Hollywood – 5361), as required by Section 1002.33, Florida Statutes. Upon reviewing the renewal program review, the Superintendent's Charter Renewal Committee concluded that there was a deficiency in the area of Educational Performance. The deficiency was not sufficient to deny any renewal of the contract, and as such the committee recommends a five-year renewal of the Charter School Agreement.

DEFICIENCY FOUND IN THE RENEWAL PROGRAM REVIEW PROCESS

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

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 Championship Academy of Distinction at Hollywood, Inc., (Championship Academy of Distinction at Hollywood - 5361), has demonstrated the following deficiency:

Deficiency:

- Failure to maintain accurate and updated records on the Sponsor's student information systems for ELLs; TERMS and ELLevation.

Remedial Measure:

- The School will maintain accurate and updated records on the Sponsor's student information systems for ELLs; TERMS and ELLevation.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Championship Academy of Distinction at Hollywood, Inc. (Championship Academy of Distinction at Hollywood – 5361), for a five-year period starting on July 1, 2020 and ending on June 30, 2025. This five-year renewal term will afford the charter school an opportunity to continue its operations while demonstrating its ability to remediate deficiencies as required by Section 1002.33, Florida Statutes.

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

Championship Academy of Distinction at Hollywood – 5361, is located at 1100 Hillcrest Drive, Hollywood, Florida 33021, located in District 1.

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

CHARTER SCHOOL RENEWAL AGREEMENT

gh 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

CHAMPIONSHIP ACADEMY OF DISTINCTION AT HOLLYWOOD, INC.,
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
1100 Hillcrest Drive, Hollywood, FL 33021.

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.

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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;

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(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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- (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.

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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

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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.

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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

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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.

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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

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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.

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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

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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 600 students through its approval of this Agreement. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. 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

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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;

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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

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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

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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

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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.I: **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

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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

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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.

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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

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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

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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.

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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

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

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

Section 5.H: **Monthly Financial Reports:** Pursuant to Section 1002.33(5)(b)1b, Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(b)1a and b Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the FLDOE publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book.) The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received, and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 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;

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January/February/March; and April/May/June. The quarterly reports will be delivered to the Sponsor no later than the 25th day of the following month in the format prescribed by the Sponsor.

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

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

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

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

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

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

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

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

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

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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.

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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: **1100 Hillcrest Drive, Hollywood, FL 33021.** 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

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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.

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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

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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,

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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

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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.

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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

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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:

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

If School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions 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

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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

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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** 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

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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

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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.

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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

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of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

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

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

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

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

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

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

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

Section 11.P.1: **"Charter school personnel"** means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or

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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

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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.

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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 th Floor Fort Lauderdale, Florida 33301
WITH COPY TO:	Office of the General Counsel Kathleen C. Wright Administrative Building 600 Southeast Third Avenue - 11 th Floor Fort Lauderdale, Florida 33301
THE SCHOOL:	William Frisby, Interim Board Chair Championship Academy of Distinction at Hollywood, Inc. 1100 Hillcrest Drive Hollywood, FL 33021

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

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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

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amendments to the terms and conditions of the Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

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

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

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

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

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

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

Section 14.S.4: The School will maintain accurate and updated records on the Sponsor's student information systems for ELLs.

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

FOR THE SCHOOL

(Corporate Seal)

Championship Academy of Distinction at
Hollywood, Inc
Non-Profit Organization

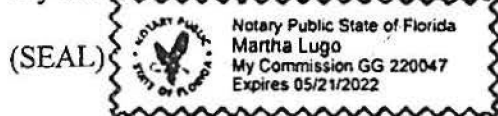
Attest: _____
Secretary
or
Witness

by: William Frisby
Name and Title

Witness
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30th day of April, 2020
by William Frisby of Championship Academy of Distinction at Hollywood, Inc. He took an oath
and is personally known to me or has produced ID-DL as identification.

My commission expires:



My commission expires:

5/21/2022

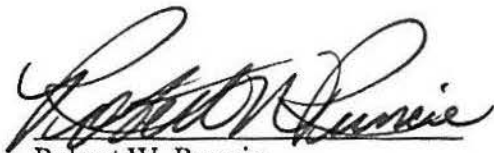
Martha Lugo
Signature – Notary Public

Martha Lugo
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

ATTEST:

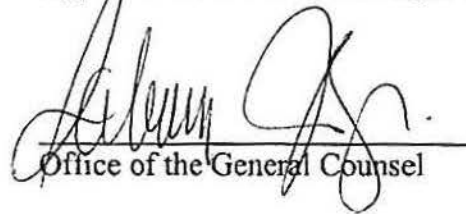


Robert W. Runcie
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

2019-2020 Charter Renewal Program Review

Charter Renewal Application #000460

Championship Academy Of Distinction At Hollywood

Location Code: 5361

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:

Savitria Guthrie
1100 Hillcrest Drive Hollywood, Florida 33021

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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: **Broward**
 Neighborhood / Community: **Hollywood**
 Organization Type: **Non-profit Corporation**
 Sponsoring Entity: **Non-profit Organization**
 Address: **1100 Hillcrest Drive Hollywood, Florida 33021**
 Phone: **(954) 924-8006**
 Fax: **(954) 924-8044**
 Web Site: **www.championshipacademy.org**
 Calendar Type: **Standard - 180 instructional days**
 Educational Service Provider: **N/A (None)**

B. Primary Contact Person

Name: **Savitria Guthrie**
 Mailing Address: **1100 Hillcrest Drive Hollywood, Florida 33021**
 Mobile Phone: **(305) 924-2845**
 Alternate Phone: **(305) 924-8006**
 Email: **patnsav@gmail.com**
 Current Employer: **Championship Academy of Distinction**

C. Attendance Projections

Grade Level	Year 1 Enrollment		Year 2 Enrollment		Year 3 Enrollment		Year 4 Enrollment		Year 5 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
K	54	72	72	90	72	90	72	90	72	90
1	54	72	72	90	72	90	72	90	72	90
2	72	90	54	72	72	90	72	90	72	90
3	72	90	72	90	72	90	72	90	72	90
4	66	88	72	90	66	88	66	88	66	88
5	66	88	66	88	66	88	66	88	66	88
Total	384	500	408	520	420	536	420	536	420	536

D. Board Members

Name	Title	Contact Information	Current Employer
Bustamante,	Board Chairperson	P: M: 954-274-3986	

Melissa		E: meli0707@msn.com
Collins, Linda	Board Member	P: M: 717-578-7150 E: lindacollins73@gmail.com
Frisby, William	Board Chairperson	P: M: 9542564155 E: williams.frisby@yahoo.com
Guthrie, Savitria	Emergency Contact	P: 305-924-2845 M: E: sguthrie@championshipacademy.org
Louis, Eric	Board Member	P: M: 9545598610 E: elouis@championshipacademy.org
Valladares, Maria	Board Member	P: M: 7865861287 E: mariavalladares16@gmail.com
Vizcaino, Maria	Board Member	P: M: 3057728455 E: mvizcaino24@aol.com

CHARTER SCHOOL RENEWAL INSTRUCTIONS

1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

Section Evaluation

No Action Required Rhonda Stephanik, 11/21/19

Final Rating

No Action Required

The instructions and evaluation rubric were used to assist with devising responses to each section and subsequent section breakdown.

Attachments

Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

– No Attachments –

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

1. COVER SHEET

Section Evaluation

Complete Rhonda Stephanik, 11/21/19

Final Rating

Complete

The Charter Renewal Program Cover Sheet has been uploaded into this section.

Attachments

Section 1: COVER SHEET

1.1 Signed Charter Renewal Cover Sheet

Guthrie, Savitria, 11/1/19 8:03 PM

PDF / 53.646 KB

SECTION BREAKDOWN

1. SECTION BREAKDOWN

Section Evaluation

– Not Rated –

– No Final Rating –

The format and section headings with corresponding guiding questions/statements utilized to complete this document aligns with the section breakdown established herein.

Attachments

Section 1: SECTION BREAKDOWN

– No Attachments –

EXECUTIVE SUMMARY

1. Executive Summary

Section Evaluation

Final Rating

Complete Adrienne Reynolds, 11/6/19

Complete Allisyn Axelrod, 11/14/19

Complete Reynaldo Tunnermann, 11/14/19

Complete Donna Haynes, 11/18/19

Complete Sean Brown, 11/19/19

Complete Cassandra Vallianos, 11/19/19

Complete Lourdes Panizo, 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 Celina Chavez, 11/21/19

Complete Sarah Decotis, 11/22/19

Complete Tanya Hutkowski, 11/24/19

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

Championship Academy of Distinction, formally known as Florida Intercultural Academy is a public, title one, charter school nested in the urban residential Hillcrest Community, in Hollywood

Florida. The school is an accredited school with a "B" rating for the most recent academic year. In 2017, the school's principal received recognition from Governor Rick Scott for being in the top ten percent statewide for improvement in English Language Arts from the 2015-2016 school year to the 2017-2018 school year.

Students at C.A.D converge from the constantly developing Hollywood community and other adjoining cities such as Pembroke Park, West Park, Dania Beach, and Hallandale. About 93% of our students matriculate through our co-located middle school. A unique feature of the school is that middle school students can also matriculate to the high school. The school provides transportation from the Hollywood location to the high school location since most students live within a five mile radius of the Hollywood location. This transportation, is free of cost and attracts students and parents to continue their educational career through high school. The school retains on average, 94.6% of its students on an annual basis.

The school ended last school year with a total of 417 students reflecting the following subgroup breakdown: Hispanic 55.2%, Black or African American 28.5%, White 10.%, Multiracial 3.4%, male 50.6%, female 49.4%, economically disadvantage 79.4%, english language learner 18.9%, and students with disabilities 3.6%.

The school's mission is perfectly fitting for the population it serves - *Championship Academy of Distinction mission is to foster interpersonal relationships with our parents, students, and staff in efforts to build a safe and nurturing family atmosphere that celebrates diverse cultures, and character development, while providing holistic and personalized data-driven instruction tailored to meet the individual academic goals of our students.* The diversity of the student population warrants the need for a mission that targets the whole child; recognizing that all students are champions and that success does not solely equate to stellar academic performance. To further understand the demographics of the school's target population, it is important to know that the school serves a large number of students working below grade level. Nevertheless, the mission addresses the key principles of driving success among students -character development. We understand that if students have certain qualities such as integrity, honesty, etc. they will take ownership and pride in all facets of self improvement; thus becoming life long learners.

The school places high emphasis on involving parents and the community. Monthly parent workshops are held and facilitated by the school's leadership, teachers, staff, and students to assist with sustaining meaningful home-school connections and providing the necessary skillset to parents to allow for a continuum of the school's educational program design beyond the school day. Parents and the community play a vital role in decision making to foster stakeholder feedback among this subgroup. Multiple methods are used by the school to obtain qualitative and quantitative feedback to make informed decisions. A monthly newsletter is sent to parents and families providing them with information regarding school events, links to resources, ways to partner with the school and volunteer opportunities. Students of Character are also recognized in the newsletters in addition to their pictures being displayed on the school's Character Board and social media pages. This serves as an incentive for all students to model exemplary behavior and qualities being that technology and social media are central to students' usage and interaction.

The school has a strong, committed Parent Teacher Student Association (PTSA), which supports the mission and vision of the school. The PTSA is an integral part of cultivating student leaders and partnering with parents, families and the community with the school's vision at heart.

Though the school executes multiple approaches to acquire and facilitate parental involvement this still remains one of the major challenges the school faces. Many parents work long hours and several jobs; therefore, they cannot participate in school activities, despite offering these activities at multiple times on varying days. They even find it hard to attend parent conferences to discuss the educational well-being of their children. Phone conferences are options for parents.

Additionally, the school hosts parent-teacher conference nights at the end of each instructional quarter, after a traditional work day from 6:00p.m.-8:00p.m. The school, however, organizes other programs that give these parents a chance to participate on non-school days. One example is the Multicultural Fair that is held on a Saturday.

Teachers, staff, and leadership are highly valued by the governing board and management company. There are many incentives in place for teachers, staff, and leadership. There is multiple opportunities for career advancement. This is evident in the school's leadership team where 100% of the leadership was once teachers within the school. There is a 87% teacher retention rate on average over the last five years. This is significant to the school's efforts to retain high qualified staff and attests to its efforts to do so considering the global shortage in the teaching field. The principal of the school has been there for ten years.

The school's leadership teams consists of a principal and an assistant principal. Support staff includes: ESE coordinator, ESOL coordinator, school counselor, interventionist and an instructional coach. Grades three through five are departmentalized. The school offers music, art, physical education, technology and global studies as its electives.

The school has a strong board with four members, which represents members from the community and parent/s. The governing board works closely with the management company and principal to ensure accurate oversight and execution of the charter contract.

The school and its board is proud to be a Broward County charter school. The school is cognizant of Broward County Public Schools' Strategic Plan and is proud to partner in its mission and efforts at educate all students to reach their highest potential.

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

Explain the charter school's current School Improvement Status.

Championship Academy of Distinction Hollywood is not a school mandated to develop a School Improvement plan nor does it have a "status".

- How has the school met the standards required for federal and state accountability?
- If the charter school has not met these standards, what measures will be implemented for improvement?

The ESEA is an extensive statute that funds primary and secondary education, emphasizing high standards and accountability. As mandated in the act, funds are authorized for professional development, instructional materials, resources to support educational programs, and the promotion of parental involvement. One of the major sub-components of the act is state government entities should establish challenging standards, develop aligned assessments, and build accountability systems for districts and schools that are based on educational results. More so, schools must ensure that students are given the same opportunity to achieve to high standards and are held to the same high expectations as all other students in each State.

One of areas to indicate whether or not schools are in compliance with ensuring students, no matter their identified sub-group, are given the same opportunity to achieve high standards and are held to the same high expectations as all other students in the State of Florida is to allow all students to not only receive a holistic and meaningful, well-rounded education, but to allow them assess the same assessments than that of all students; at least 95% of students. Championship Academy of Distinction Hollywood has met these standards as for each year the percent rate of students assessing the Florida Standards Assessment for grades 3-5 ranged from 99%-100% in categories of ALL, ELLs, SWDs, Blacks, Whites, Hispanics, and Economically Disadvantaged Students.

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

The school was flagged as an AMO target last in the 2014-2015 school year, it has not since been targeted.

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).

All schools and subgroups will be evaluated to determine whether they meet their annual measurable objectives (AMOs) for proficiency in reading and math. AMO targets will be

established for each subgroup and all students, and will be calculated at the school, LEA, and state levels. The AMO target will show whether the subgroup (as well as the "All Students" group) is making enough progress in the current year to be on track to reduce its percentage of non-proficient students by half by 2019-20 (using 2014-15 as the baseline year).

The baseline year for the "on track" calculation is 2014-15. For each school and subgroup, a separate target is set for 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, and 2019-20.

The calculation is as follows:

The AMO for each year equals the percent of students scoring proficient in 2014-15 plus: $[0.5 \text{ times the percent of non-proficient students in } 2014-15 \div 6]$ multiplied by the number of years past 2014-15. So, for 2014-15, the AMO (by subject) equals the percent of students scoring proficient in 2014-15 plus: $[0.5 \text{ times the percent of non-proficient students in } 2014-15 \div 6] \text{ times } 1$. (Please see attached PDF titled AMO Standard)

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

As evidenced by the tables in the attached PDF (AMO Standards), students from each sub-group were supposed to attain a specific percentage of proficiency on both the ELA and Math FSAs, as dictated by the FSA data from 2014-2015. The anticipated data for ELA for the 2018-2019 assessment year for each sub-group and the actual percentage showing proficiency are as follow:

- AMO All students = 62.4%; 2019 proficiency = 61.6%
- AMO Blacks = 54%; 2019 proficiency = 56%
- AMO Hispanics = 60%; 2019 proficiency = 61.9%
- AMO Whites = 75%; 2019 proficiency = 73.3%
- AMO ELLs = 56%; 2019 proficiency = 58.7%
- AMO SWDs = 43.4%; 2019 proficiency = not enough data for this section
- Economically Disadvantaged = 60%; 2019 proficiency = 59.5
- All but two of the subgroups managed to demonstrate being "on-track" by attaining their projected proficiency as generated from the baseline data. The two subgroups were whites and economically disadvantaged. This could be attributed to fluctuation in the current and past population, as we loss some students that identify with a given subgroup that were proficient. While all of the subgroups did not reach their goal, there has been some amazing improvements with respect to ELA performance and proficiency amongst all subgroups.

The anticipated data for Math for the 2018-2019 assessment year for each sub-group and the actual percentage showing proficiency are as follow:

- AMO All students = 70%; 2019 proficiency = 49.5%
- AMO Blacks = 64%; 2019 proficiency = 44.9%
- AMO Hispanics = 72.6%; 2019 proficiency = 48.2%
- AMO Whites = 72.6%; 2019 proficiency = 50.5%
- AMO ELLs = 69.2%; 2019 proficiency = 42.7%
- AMO SWDs = 48.6%; 2019 proficiency = not enough data for this section
- Economically Disadvantaged = 66.5%; 2019 proficiency = 42%

All of the subgroups were not on-track with respect to the Annual Measurable Objective for mathematics. This is a bit concerning given that the achievement in this area of discipline has been pretty stagnant over the last 5 years.

Discuss programs implemented to address subgroup deficiencies and gap skills.

As a charter, we have realized that the majority of our students fall into multiple subgroups. Given that our school is a Title I school, the majority of our students not only fall into a race category, but they are also economically disadvantaged. That being said, it is imperative that we institutionalize programs to aide in their deficits. We have hired 3 paraprofessionals to provide additional reading and math intervention to students during their special area courses, as well as push into classrooms to help core area teachers with higher disfluent children to lead small group instruction. We are also offering extended learning opportunities after-school and on Saturdays to provide free intervention and tutoring for the lowest quartile of students, as we understand that tutoring affordability for families is a concern.

ELLs will be pulled out of their special area courses 3-5 times weekly to work with the ESOL teacher whole will provide the skills and resources to aide in their English Language acquisition. Additional to this, we have several staff members in our building who speak the main languages of our ELLs to provide language support to these students. These students will receive accommodations based on their ELL plan and the ESOL matrix.

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

Championship Academy of Distinction Hollywood uses the Florida Standards Assessment to measure the success of students' academic achievement in mathematics and ELA Reading & Writing for grades 3-5 and Science Standards Assessment for grade 5.

Sixty-two percent (62%) of the students that assessed the 2019 ELA Florida Standards Assessment demonstrated proficiency, this was a 22% increase from the year prior and an overall 18% increase with respect to the 44% of students demonstrating proficiency on this assessment in 2015. This assessment is comprised of 5 sections, one of those sections including the writing component.

Regarding the Mathematics achievement, in 2019, approximately fifty percent of students demonstrated proficiency in mathematics, about a one percent increase than the year prior, but an overall decrease of five percent since the 2015 administration of this assessment.

Science achievement of students demonstrating proficiency on the 2019 administration of the Science Standards Assessment was forty-five percent (45%), an 8% increase from the 2018 administration, but an overall one percent decrease since the 2015 administration of this assessment.

Students enrolled in grades K-2nd are not mandated by the state to take standardized assessments, but they are given the BAS and I-Ready to monitor progress.

Table 1.1 entitled "Championship Academy of Distinction Hollywood 5 Year Comparison" shows the components that are averaged together, for each of the last five years; the trendlines for each component over the five-year span are different.

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

This question is not applicable to Championship Academy of Distinction Hollywood.

How often is student progress monitored?

Students' in grades kinder -5 progress is monitored in Mathematics and Reading through three assessment periods: beginning of the year, middle of the year, and the end of the year through PMRN FAIR testing as well as District provided the BSA. In addition to the progress monitoring tools, students are closely monitored through Go Math's unit assessments and Journeys to better assess students' progress and performance. Teachers focus on students that have demonstrated poor course performance, based on their scores on the standard-based assessments of the progress monitoring tools. Teachers monitor these students closer through MTSS/ RTI, providing additional instructional intervention time to the students. Students in K-2 are assessed using both BAS and I-Ready to monitor their progress. They are also monitored through Journeys and Go Math!

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

As evidenced by the learning gains reported each year from the FSA data, students are making learning gain in both ELA/ Reading and Mathematics. The learning gains in ELA for the 2016 year was 37%, in 2017 was 59%, in the 2018 year 45%, and in 2019 school year a spectacular 71%. The learning gains for Math for the 2016 year was 49%, in 2017 was 56%, in the 2018 year 46%, and in 2019 the learning gains were 45%. While it would be more desirable to have more students demonstrating a learning gain on the FSA, we have to be mindful that a lot of standardized assessments may not necessarily be indicative of what a student knows, as there are some gray areas with respect to testing. As a school, we use other progress monitoring tools to dictate how well a child is performing academically. One of the major tools at our school is I-Ready and while even if students don't demonstrate mastery of their own grade level, it offers the opportunity to monitor if students have grown an entire level; which nearly most of our students do show an entire grade-level of growth from the first assessment period to the third assessment period.

1. 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.

1. If the students are not, what measures will the charter school implement?

The students that fall into the bottom quartile (lowest 25%) of data in any testing area are very critical and predisposed to academic failure. It is imperative that we provide the necessary monitoring for these students to not necessarily demonstrate proficiency, but to show academic growth from one year to the next. As evidenced on Table 1.1- 5 Year Comparison in the attached documents it shows the information for the bottom quartile students demonstrating a learning gain from the previous assessment year for ELA and Math. In the 2016 and 2018 school year, more than 50% of the bottom quartile students failed to demonstrate a learning gain in ELA; only 36% and 41.4%, respectively made a learning gain. In 2017 and 2019, 54% and 67.7% of students demonstrated a learning gain. The system the school has in place is to have all bottom quartile students receive additional reading instruction through their special area courses 3-5 times weekly using the research-based curriculum in REWARDS and Teacher toolbox. We also closely monitor these students through MTSS/ RTI, continuously, and look for trends at our bi-weekly data chat meetings with our CPS-Team.

With respect to math, the only school year that 50% of students in the bottom quartile

demonstrated a learning gain was the year 2017. In the years 2016, 2018, and 2019 the bottom quartile of students showed a 42%, 31%, and 34.4% learning gain, respectively. To address these poor results, the school will provide additional instruction during special area courses and offer extended day learning opportunities for the lowest 25% of students after-school, throughout the year, and on Saturdays leading up to their standardized examinations. We will also closely monitor these students through MTSS/ RTI, continuously, and look for trends at our bi-weekly data chat meetings with our CPS-Team and provide intervention-based solutions to bridge any learning gaps. The sources and artifacts of data that will be used to monitor the students' progress will be a compilation of assessments and quizzes from the GO MATH!, tier one, assessment guides, I-Ready lessons, and intervention materials.

1. Verify that the school is appropriately administering applicable state standardized tests to its students.
 1. 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?

Championship Academy of Distinction Hollywood has administered applicable standardized tests to their students. All students, despite their identified sub-groups are expected and have assessed the standardized assessments per their grade-level. ELA Reading and Math for Grade 3, ELA Reading and Writing and Math for Grades 4 and 5, and Science Standards Assessments for Grade 5.

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

Championship Academy of Distinction Hollywood is a free public charter school that accepts students from all across the county of Broward. However, the 90% of the students we serve reside in the Hollywood, FL jurisdiction. There are two other public schools, one traditional public and the other a public charter, listed respectively, within a two-mile radius that serve comparable student populations. Those two schools are Orange Brook Elementary and Bridge Prep Academy Elementary of Hollywood Hills. For the most part, the students at Championship Academy of Distinction Hollywood performs just about at the same, moderate level of proficiency in both ELA and Math, ranging from the low 40 percent to the mid-50 percent. Of the last 5 years, Championship Academy of Distinction Hollywood has exceeded the performance of that of our counterparts with respect to school grade and the percent equivalencies. Those years were 2015 where CAD received 48% (Bridge Prep Academy received 42%, Orange Brook received 46%), 2017 where CAD received 50% (Bridge Prep Academy received 45%, Orange Brook received 49%), and most currently 2019 where CAD received 54% (Bridge Prep Academy received 51%, Orange Brook received 41%).

Refer to Table 1.3 "Population Comparison" for evidence of the information articulated above.

1. Identify the charter school's school grade.
 1. 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?
 2. 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?
 3. If a charter school serves untested grades (K-2), what assessments has the school

used or will the charter school use during the next charter agreement term to ensure that all students in untested grades are learning and to identify students who may be struggling?

For the entire duration of its charter agreement term, Championship Academy of Distinction Hollywood Elementary has managed to obtain a school grade of a "C" or above each and every year. The most current grade from the 2018-2019 school year was a "B" (equaling a 54%); to the highest of the last five-years. The four prior school years the school's grade was a "C" and the percent equivalence has fluctuated each year. Despite not obtaining a grade less than a "C", the school administration and leadership team has worked tirelessly to create, adjust, and implement systems to best aide in increasing student achievement. Some of the measures taken are restructuring how teachers plan for lessons by providing and monitoring lesson plans that embed minute-by-minute instruction that is tailored for learning opportunities for all students, providing intensive reading and math interventions to the bottom quartile of students during the students' special areas courses, and monitoring all students continuously and having bi-weekly meetings to identify student trends. That data that is observed to ensure students are working towards demonstrating proficiency on the FSA comes from research-based curriculum/ intervention programs that is Journeys for ELA, Go Math! for Math, BSA for both content areas, and I-Ready for both content areas.

The school also serves untested grades, Kindergarten–Second grade. The assessments used to monitor these students progress are I-Ready and BAS. These exams are given during the three assessment periods of the year to measure students' progress for the duration of the school year. Teachers use this data to make prescriptive decisions for their students' academic needs in reading and math. The data from these assessment tools also allows teachers to provide early intensive intervention for students, if needed. The most beneficial tool on the I-Ready platform is the program generates assignments based on students individualized needs and students can work on them at their own leisure and pace, whether it be at school or in the comforts of their home. Florida Kindergarten Readiness Screener (FLKRS) are also used to assess students in the first thirty days of school. These results are used to provided valuable information about a child's readiness for school, help teachers develop lesson plans to meet each child's individualized needs and offer useful information to parents.

The school will opt to still allow for all students to assess the FSA in ELA and Math for grades 3-5 and SSA for 5th grade. We will use PMRN FAIR, BSA, and I-Ready as progress monitoring tools for these grade levels, as well. As for K-2, we will continue to use I-Ready and BAS as the progress monitoring tools to aide in ensuring students are academically on track.

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

As stipulated by Florida Statute, Section 1002.33(9): "A charter school that receives a school grade of "D" or "F" must develop and implement a school improvement plan. The plan must be approved by the charter school's sponsor." Championship Academy of Distinction Hollywood has not attained a school grade less than a "C" over the span of the last 5 years; therefore, the school was never flagged as an institution that was required to develop and implement a School Improvement Plan (SIP).

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

Over the last five years, Championship Academy of Distinction was listed, only once, as one of the

300 Lowest-Performing Elementary Schools in Florida for the 2015-2016 school year. During the 2015-2016 school year, the school was flagged as one of the 300 Lowest-Performing Elementary Schools in Florida, as the students demonstrated significantly lower achievement in ELA/ Reading with respect to all other elementary schools in the state. At the end of the 2015-2016 school year, and prior to the beginning of the 2016-2017 school year, the administration team had to devise a plan to implement an additional hour of intensive reading instruction for the students. Students in grades K-3 receive a minimum of 720 hours in reading and grades 4 and 5 should be to receive 900 hours. The additional one hour each instructional day for 180 days of school equates to a sum of 900 annual instructional hours to students in grades K-3 and 1080 annual instructional hours for students in grades 4 and 5.

In efforts to be in compliance with these provisional demands, the school planned for an additional hour of intensive reading interventions by embedding this time in the last hour of the instructional day. The school opted to purchase and implement Ready Florida LAFS, a research-based reading curriculum, to provide these intensive interventions. The program was comprised of an Instruction Book, Assessment Book, and the Online Teacher Toolbox which allowed teachers to not only provide rigorous whole-group instruction, but also allowed for teachers to differentiate their instruction to best accommodate all students individualized reading needs.

As evidenced by the school year's 2016 to 2017 FSA ELA data, the plan devised at the beginning of the 2016-2017 school year to provide intensive reading interventions provided exceptional results in reading. The school's overall ELA achievement of students demonstrating proficiency improved by 8 percentage points (40% in 2016 to 48% in 2017), the ELA Learning Gains increased by 22 percentage points (37% to 59%), and the ELA Lowest 25% increased by 18 percentage points (36% to 54%).

As for the school years 2014-2015, 2016-2017, 2017-2018, and 2018-2019 Championship Academy of Distinction at Hollywood was not flagged as a 300 Lowest-Performing Elementary School in Florida.

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

Not applicable. Championship Academy of Distinction Hollywood has never been identified as a school that has a School Improvement Rating.

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

Not applicable. Championship Academy of Distinction Hollywood is an Elementary School, therefore there is not a graduation rate for this institution, as this question applies to High Schools.

1. 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.

Not applicable. Championship Academy of Distinction Hollywood is an Elementary School, therefore the students do not assess the ACT/ SAT.

Attachments

Section 1: FEDERAL AND STATE ACCOUNTABILITY

– No Attachments –

2. MISSION-SPECIFIC ACCOUNTABILITY

Section Evaluation

Meets the Standard Rhonda Stephanik, 12/3/19

Final Rating

Meets the Standard

Mission Statement

Championship Academy of Distinction mission is to foster interpersonal relationships with our parents, students, and staff in efforts to build a safe and nurturing family atmosphere that celebrates diverse cultures, and character development, while providing holistic and personalized data-driven instruction tailored to meet the individual academic goals of our students

Vision Statement

Developing Champions Who Distinguish Themselves from the Competition

Pillars of the Schools Mission: Interpersonal Relationships

Based on the demographics of the school and its surrounding communities, from which students are from, stakeholders found it imperative to develop and execute the school's mission to target building and sustaining relationships with parents, students, staff, and community partners as the forefront of its practices. This practice has been most effective with the population the school serves, as engaging stakeholders elicit high returns on achievement across the board. The school has found that building capacity among these stakeholder groups, allows for partnerships that enable our students' well-being to be the focal aspect of all the institution's practices and goals.

Pillars of the Schools Mission: Safe and Nurturing Environment

In ensuring students' well-being is of utmost importance, the school places high emphasis on sustaining a safe and nurturing learning environment for all. When students feel a sense of safety they are more driven to learn and be in school; this is also true for teachers and staff. Furthermore, creating a learning environment that boosts nurture and a sense of belonging is a trend across the school and is readily visible in classrooms, the front office, and with interactions among stakeholders. The school fosters a family atmosphere; one which is close knitted and supported by all. Not only impact students, but it also positively attributes to the overall culture and climate of the institution and serves as a foundation to all the other pillars of the school's mission to attain success among all. Safety is paramount to the operations of the school. The school adheres to all safety laws, policies and regulations. The school clearly labels "Safe Zone Lister

"Spaes" and educates students on the purpose of these spaces. There are also "Suggestion Boxes" around the school for students to give suggestions or shout out a fellow school mate, teacher, or staff. Shout Outs are included in our morning announcements.

Pillars of the Schools Mission: Diverse Population and Individualized Data-Driven Instruction

Championship Academy of Distinction is proud to have a student, faculty, and staff body that is very diverse. As such, the school understands that giving all students the opportunity to attend a charter school is its goal, of course based on capacity. We believe that every child is entitled to a unique educational experience, fitting to meet their personalized needs. Therefore, students' academic and behavioral performance does not denote a "high performing status" for our school based on the student population neither does it reflect homogenous trends, however we believe that this is what sets us apart. Over time, there has been significant needs among the students the school services to include learning, behavioral, and social-emotional, hence its mission drives the need for a holistic and personalized data driven instruction to meet the individual academic goals of our students. Due to these factors, the school employs a systematic, systemic procedure for intensively tracking and monitoring students' progress and goals which is discussed in the latter sections of this document. Analyzing and interpreting learning gains hold a high value on the decisions made by the school just as it is with achievement data.

Mission Specific Progress

To effectively measure the school's progress towards meeting its mission-specific goals, consistent aggregation of data and analyses are ongoing by all stakeholders. Based on these analyses, it is evident that the school is adequately achieving progress towards meeting its goals relevant to its mission.

To further examine this claim, each pillar of the school's mission is identified below along with indicators contributing to success in the respective area:

Pillars	Indicators
Interpersonal Relationships With Parents	<ol style="list-style-type: none"> 1. Increased parental involvement in before and after school activities. 2. Over 87.5% ratings on overall surveys done by parents and families to target school climate and culture 3. Increased membership of parents and families in the PTSA 4. On average, 94.2% of parents and families complete their volunteer hours through assisting with in-school activities and tasks 5. The school obtains and implements parent feedback with fidelity and discuss these implementations at monthly PTSA and Title One Meetings held at the school 6. The school provides a personalized monthly newsletter for parents from the principal 7. The engagement of parents, families and the community is fostered through active

advertisement using multiple means such as social media, the school website, newsletters, etc. to keep parents informed and involved.

8. The student body has a significant make-up of families, extended families and referrals from existing families.
9. The school boasts a warm, welcoming atmosphere in the front office and throughout the school.
10. The school has an average of a 85% student retention rate with most students matriculating through our middle school.

The school seeks:

-active feedback from all employees and implement feedback obtained as best as it can. This implementation and feedback are shared with the staff

-monthly faculty meetings are held to not only provide information but to reinforce a positive school culture

-school-wide incentive program to include monthly recognitions, stipends, comp days,

-open door policy between teacher/s, staff and administrators

-administration of climate surveys

-career advancement opportunities

-mentorship program

Interpersonal Relationships with Our Staff

The school has the following in place:

-Raptor security system

-School Safety Officer

-Closed Campus Protocol

Safe and Nurturing Environment

Nurturing

Diverse Cultures and Character Development

- On-site school counselor
- Character Education Program
- Safe Space Listener Zones identified

Diverse Cultures

-an appreciation for cultural diversity is noted in the school's curriculum through project-based learning

-school events promote cultural awareness and celebration, example: Annual Multicultural Food Fair, Hispanic Heritage Concert, etc.

-Foreign language and Global Studies course offering

Character Development

-character education program embedded into the core curriculum

-monthly character assemblies and focus trait integrated into to the writing prompt

-school-wide behavior incentive program that mirrors the character education program across the school

Individualized Data Driven Instruction

The school has a strong system in place for progress monitoring for all students to include a structured Collaborative Problem Solving Team, Multi -Tiered System of Support, and frequent data chats between students, teachers, and administrators. Ongoing data collection processes identifies trends and gaps in students' learning and behavior to support instructional decision making. To date, all OSPR visits, finds no deficiencies in this area.

Vision

The vision of the school closely aligns with its mission. The school recognizes that all students are champions and has a clear focus on all aspects of success to not only include academics. For

example, students are held to high standards for exemplifying character traits through their actions and behaviors. This results in overall improvement not only in behavior but in self-accountability; thus allowing for progress and achievement in all in all areas, whether small or large.

Summary

The school culture will continue to be one to promote and foster a learning environment to achieve high academic standards, rich with literacy, and promoting 21st century skills. Instilling an appreciation of the value of higher education will be a priority at the school, starting at the elementary level. The school climate will continue to be a positive one that promotes shared values, mutual respect, and leadership. The school will also continue to embody the skills and values the students will be expected to adopt, and therefore, all school stakeholders will work to implement an academic program where all curriculum and activities are geared toward the vision and mission of the school.

To further the goals of the school, a multitude of community partnerships will continue to be sought and sustained to provide students with character and leadership development opportunities. These will include guest speakers, mentors, community agencies, and field trips that support the academic program. Family engagement and parent education will be a major component of the school program and the school culture. The school will continue to work toward developing partnerships with local businesses and community organizations.

The School's Board and ESP have the experience necessary to continue successful operation of the school to include reaching and meeting all goals beyond expectation to fully attain its mission. The Board and Management Company are actively engaged and have keen oversight and execution of the charter agreement.

It is the intention of the charter to continue implementing strategies and goals as a part of its continuous improvement cycle to ensure the school is held at high standards to meet the needs of all stakeholders.

Attachments

Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

3. EDUCATIONAL PROGRAM IMPLEMENTATION

Section Evaluation

Meets the Standard	Donna Haynes, 11/18/19
Meets the Standard	Terri Coyle, 11/19/19
Meets the Standard	Kim Punzi-Elabiary, 11/21/19
Meets the Standard	Allisyn Axelrod, 11/21/19

Final Rating

Partially Meets the Standard

Meets the Standard Laurie Steinberg, 11/21/19

Meets the Standard Sarah Decotis, 11/22/19

Meets the Standard Tanya Hutkowski, 11/24/19

Partially Meets the Standard Celina Chavez, 11/25/19

Meets the Standard Matt Schroeder, 11/25/19

Does Not Meet the Standard Hanne Rega, 11/26/19

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

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

The mission of Championship Academy of Distinction is to foster interpersonal relationships with our parents, students, and staff in efforts to build a safe and nurturing family atmosphere that celebrates diverse cultures, and character development, while providing holistic and personalized data-driven instruction tailored to meet the individual academic goals of our students. The vision of C.A.D. is to develop champions who distinguish themselves from the completion. The educational program has been designed to achieve the School's mission and vision while providing parents flexibility in choosing an alternate educational opportunity for their children such that they may attain high standards of academic achievement, and character development.

The primary student goals that were ctively pursued by the School are: instilling in students a strong set of character traits and skillset to be lifelong champions, to thus achieve high academic excellence. As such, the educational program focuses on providing a robust character education program and a high standards academic program geared towards success for the whole child.

The essential thematic focus of the mission is to promote an educational program that fosters character education and academic success through a holistic approach. This has been fittingly effective as the foundational pillars of the mission because it serves to meet the needs of the diverse population with the varying needs that the school serves. The rationale is that in order for students to be successful, they need to have developed positive behaviors that will help them meet the challenges of 21st century learning and ultimately be contributing citizens of a global society. To that end, the theme of the school is developed and implemented with the following key components:

Promoting Core Values and Positive Character Traits: The school adopts a positive school culture where all stakeholders (students, parents, administration, teachers and other staff, community partners) participate and contribute to a climate of mutual respect. The school further promotes the core values and character traits through the character education classes and school-wide activities. Values such as kindness, compassion, respect, integrity, responsibility, and perseverance will become an integral part of every aspect of the school existence and are monthly focus character traits.

Service Learning: Students participate in purposeful and planned service learning. Service learning is ongoing through the form of unit studies and projects tied in with character traits. Additionally, the students participate in campaigns to give back to not only local communities but

across the nation.

-Leadership Development: All students have the opportunity to take on various leadership roles in the school through extracurricular activities that may include, but are not limited to, safety patrols, morning news team, student service clubs, student government and so on.

Goal Setting: In order to help students, develop self-motivation and drive, goal setting is an important component of the educational program design. Teachers work with students to set personal and academic goals that are reviewed periodically to ensure fidelity, progress, and accountability. The said is done among teachers and administrators. Goals and progress towards attainment are shared with all appropriate stakeholders.

Growth Mindset: This is still a developing factor within the school. Students, teachers, and parents will all receive training in Growth Mindset. Growth Mindset requires a shift in thinking and refers to the belief that abilities, intelligence, and accomplishments can be achieved through dedication and hard work. It fosters the resilience that is necessary for success in life. It will be a goal of the school to help students distinguish between a fixed mindset and a growth mindset and work toward the latter at all times.

Civic Education and Charter Education Integration: Closely tied with the promotion of core values/traits. Civic Education is integrated in all grade levels into Character Education and Social Studies beyond the requirements of the Social Studies standards. The aim of this is that students learn to appreciate the virtues of good citizenship and be able to apply it through the election of class officers and student government in throughout their educational career.

Community Engagement: Parents and families will be engaged in school activities so as to help students truly assimilate the skills they are learning as part of this program. Parent workshops in some of the same topics students are learning are ongoing and will continue to be essential to the component of the school's mission to engage parents and community partners.

Social/Emotional Learning: This factor has been more emphasized over the last two years in the educational program design of the school. Through this approach, students will become more self-aware of their emotions and develop the ability to understand and manage their emotions better. This contributes to the ability to set goals, apply core values in their daily lives, and establish positive relationships with others

Explain how the school is successfully implementing research-based curriculum and instructional strategies as defined in the charter school's contract. Provide grade-level specifics for K-2, 3-5, 6-8, and 9-12 for curriculum implementation and progress monitoring, as applicable to the charter school's grade levels served. Include a separate explanation for ELA and Intensive Reading at the secondary level, if applicable.

The school serves students in grades kindergarten through fifth grade. Since a pivotal focus of the educational program at the school is providing a high standards academic program, it is important that the Florida Standards (FS) and the Next Generation Sunshine State Standards (NGSSS) through delivering research-based instruction is guided by data. As required by 1002.33, F.S., the School utilizes a comprehensive research based curriculum aligned with the FS/NGSSS approved by Broward County and the State. Students receive a year's worth of learning each year they are in school, not including learning through remediation and enrichment, when applicable. The following is a brief description of the educational program in each of the core subjects.

C.A.D. uses various research-based instructional approaches to implement the educational program and employ the same research based implementation process in alignment with the school's mission. At the core of the educational program is character education and academic

success through a holistic approach thus providing students with a comprehensive education.

Character Education is one of the main focus and theme of the school and a major component of its mission. Research indicates there is a correlation between character development and student achievement. Students who are exposed to character education behave better, are more focused and responsible, and typically do better in school. This is pivotal to the success as students considering the demographics and groups we serve. The School believes providing a comprehensive character education program will enable students to become more responsible and focused, make wiser decisions, and become more dedicated to school, leading to them becoming lifelong learners. This is why the school has continued to focus on building students' characters and helping develop a foundation of core values that will help guide them in their academic career beginning at the elementary level.

Academic excellence is the other fundamental component of the educational program at the school. The single, most important factor that leads to student achievement is the effectiveness of the teacher and the teaching and learning process that takes place in the classroom. Therefore, careful attention is paid to the instructional process and strategies that are applied by teachers. The educational program is aligned to the FS and the NGSSS.

The following is a review of various research-based instructional approaches that the school incorporated into the educational program:

Active Learning - allows for students to take ownership of their learning in an environment where rigor takes a natural course. Learning is centered around multiple methods such as: projects, cooperative learning, conversations and discussions, etc. This is documented in students' interactive journal, data chat binders, and goal setting for both academics and character development.

Curriculum Mapping - provides for teachers to collect anecdotal information from the curriculum as it is being taught and provide feedback to the instructional team for future planning. As these notes are taken, instructional decisions are made and correlations are made between teaching and learning. Since curriculum maps are created while learning is taking place, there will consistent upgrades to the ones in place on an annual basis. The curriculum map is broken down by themes or units and identified on a calendar as a scope and sequence. PLCs allow for curriculum maps to be cross referenced with others in the same grade level and other grade levels. This provides information as to consistency between grade levels (vertically) and across grade levels/subject areas (horizontally). The School correlates the data on the curriculum maps with the results of the student assessments.

Pacing guides - based on the LAFS, MAFS, and the NGSSS for Social Studies and Science enable teachers to create a path for learning and to determine mastery of the standards while assessing benchmarks. The pacing guides focus attention on the critical ideas and information essential to each content area and in each grade level. Pacing guides are used to drive discussions in data chats, grade level meetings and PLCs. PLC goals are revised according to this as PLC teams are configured by subject area.

The School utilizes several research-based instructional strategies that are associated with being highly effective in the delivery of an instructional program. The school uses some of the following strategies:

- **Inquiry Based Learning** requires students to think outside the box and use creativity to solve real world problems. Students use supporting evidences to prove their claim while

allowing for targeted argumentative discussions. This is evident through the design of content specific "Essential Questions" which are a part of the common board configuration. Lesson delivery models incorporate this strategy with questioning and in student work.

Differentiated Instruction target each student's individual learning needs and strengths. Teachers use multiple data sources to formulate academic goals for students on a consistent basis. This data and goals are used to compose learning groups in the classroom. Goals are shared and lessons implemented across all content areas to meet the needs of every learner. Evidence of differentiated instruction is looked for during teacher evaluations, walk-throughs, data, lesson plans, and serves as a talking point for CPST meetings and data chats.

Cooperative Learning students are highly engaged in their learning through a strong commitment to the principle of teacher as facilitator and student as worker; with students working together to increase their learning. Students are required to take ownership of their learning which is connected through their academic goals: created, discussed, and tracked during teacher-student data chats. Cooperative learning is a key component of classroom look-fors by instructional coaches and administrators. This is facilitated through service projects discussed earlier and other content related projects.

Project Based Learning is an instructional strategy whereby students are able to produce a final product by working individually or collaborating to create a project that is directly connected to the unit they are learning. Students learn from the research they put into the project and exhibit characteristics from the 21st Century Learning skillset to present, discuss, and produce quality work. Technology is an integral part of this process. Projects are a natural part of the course requirements and description. Projects are displayed throughout the school. Lastly, these projects correlate to student's goal-setting expectations as students have to take ownership of their learning through using rubrics to demonstrate competency.

Integrating subjects across all content areas through a holistic approach, such as math with science and language arts with social studies allows for a more in-depth study of the concepts and units with a cross curricula integration. This practice is also noted in elective areas. Teachers through data chats and PLCs implement standards –based instruction to include all content areas.

Flexible grouping such as small group instruction and one-on-one instruction are provided to students with same abilities or instructional needs. It is used for after school tutoring and other extended learning opportunities offered by the school. Most importantly, flexible grouping assists with the compliance of the Multi-tiered System of Support (MTSS). The school's lesson plan template for all subject areas designate a section for differentiated instruction. Flexible grouping charts are also displayed in some classrooms. The school is working to words having this implemented school-wide.

English Language Arts

The school adopts with fidelity the Broward County Public Schools Research-based Reading Plan (BCPS CRRP) for all grade levels. Following the plan and the LAFS, teachers provide students with a print-rich environment and many opportunities to immerse in literacy. Students are exposed to all components of a comprehensive reading plan, including fluency, phonemic awareness, phonics, vocabulary, reading comprehension, listening and speaking, and writing. Two major focuses of the ELA curriculum are reading to learn and text-based writing. Interactive reading and writing journals are maintained at each grade level. The master schedule allocation for ELA is as follows and extends beyond the required ninety-minute block:

Kinder- 2nd Grade: 120 minutes to include Enrichment/Remediation

3rd-5th Grade: 100 minutes. It is important to understand that these grade levels are departmentalized.

CCRP: Houghton Mifflin Harcourt Florida Journeys Common Core (K-5)

CIRP: Journeys Comprehensive Toolkit K-5, Journeys Write In Reader 1-5, Journeys Phonics for Reading

SIRP: Reading REWARDS Intermediate for Grades 3-5, CPALMS Alignment Grades K-5

Writing: Houghton Mifflin Harcourt Florida Journeys Common Core, K-5, Curriculum Associates Writing Instruction, 2-5

Progress Monitoring:

Kindergarten: FLKRS

Kinder- 2nd Grade: Fountas and Pinnell Benchmark Assessment (BAS) AP1-AP3

3rd-5th Grade: FAIR PMRN, AP1-AP3

Mathematics

Using the MAFS, students receive instruction that is sequential and builds on prior knowledge and skills. A hands-on approach, problem solving, inquiry, reasoning, and metacognition is evident in every classroom and play an important role in the mathematics program. As much as possible, math will be integrated with science. The master schedule allows for sixty minutes of mathematics for grades kinder through fifth grade. Grades three through five have an additional forty minutes embedded into the math block for RTI/MTSS remediation and or enrichment.

Math Core Curriculum: Houghton Mifflin Harcourt GO MATH!, K-5th

Science

Using the NGSSS, teachers expose students to a hands-on approach to learning science. Students explore various topics within the four bodies of science knowledge: Earth and Space Science, Life Science, Nature of Science, and Physical Science. Science lessons are filled with inquiry, exploration, experimentation, and discovery. Science will connect to the character education program and citizenship as students learn to take responsibility for the Earth. Math skills will be reinforced through science. Kinder through second grades have forty minutes daily for science while grades three through five have fifty minutes daily.

Curriculum: STEMscopes, K-5th Grade and Houghton Mifflin Harcourt Science Fusion, K-5th

Social Studies

The Social Studies program is aligned with the content area standards and focuses on the main themes of Social Studies which will provide opportunities to deliver the character education traits and promote critical writing skills. Kinder through second grades have thirty minutes daily for

science while grades three through five have fifty minutes daily.

Further Analysis of the Curriculum Design and Implementation at the School

The School follows Broward County Public School Student Progression Plan, Policy 6000.1. This plan is consistent with Florida Statutes 1008.25, including those provisions related to curriculum, instruction, assessment, and college readiness. The School's curriculum follows a standards-based approach with a focus on mastery of the standards as benchmarked by the Florida Standards Assessment (FSA), the FCAT 2.0, Progress Monitoring data from BAS, FAIR PMRN, IREADY combined with other state and district-developed formative and summative assessments. The curriculum continuously reflect high quality instruction and research-based strategies that will facilitate achievement of the standards for all students. Further, the School implements a Multi-tiered System of Support/Response to Intervention (MTSS/RTI) that will help ensure student achievement for all through multiple systems of support.

The goals and objectives in the school's curriculum are derived from the FS and the NGSSS, and research-based instructional strategies which are aligned to the standards, goals, and objectives such that an effective instructional program that results in student achievement may be delivered. In order to achieve academic excellence, teachers maintain literacy at the core of the program and will use data-driven, differentiated, and interdisciplinary and inquiry based instruction, among other effective strategies, to maximize the results of the academic program.

The School's K-5 elementary curriculum focuses on clear and measurable expectations for student learning based on the FS and will cover the following subject areas (Florida Statute 1003.41):

English Language Arts: Reading, Writing, Speaking, Listening, and Language

Mathematics: Algebra, Geometry, Statistics and Probability, Number and Quantity, Functions, and Modeling

Social Studies: Geography, US and World History, Government, Civics, Humanities, Economics, and Financial Literacy; Character Education will also be offered through the Social Studies.

Science: Nature of Science, Earth and Space Science, Physical Science, and Life Science

Foreign Language: The Spanish curriculum will be aligned with the LAFS and the Social Studies NGSSS to promote continuity and integrated learning.

Physical Education/Health

Music

Art

Technology: Technology integration will support the FS/NGSSS of the core subjects, including Science, Technology, Engineering, and Math (STEM) skills.

CAD implements the following systems and processes that are related to the curriculum at the school and classroom level in order to ensure students attain the FS and the NGSSS and are able to demonstrate a year's worth of learning each year:

Continuous review of student achievement to ensure at a minimum a year's worth of

learning

Team planning, collaboration, and articulation within and across grade levels and departments

Implementation of research based instructional practices/strategies

Principal evaluations of teachers' application of the research based practices and strategies and students' active involvement in the learning process

A system of continuous improvement, including the School Improvement Plan's alignment of the FS and NGSSS, the curriculum, and research-based practices and strategies

Continual review of assessment data to ensure the delivery and mastery of the FS/NGSSS

A professional development program for teachers focused on the curriculum, data analysis, research based strategies, and effective teaching and learning

Monthly staff meetings focused on school matters and maximizing student achievement

Flexible grouping to differentiate instruction for students with the same abilities or instructional needs, provide additional support for students, and enrichment opportunities

Compliance to MTSS, including RtI, and targeted interventions for students working below grade level or at risk of not meeting grade level expectations

Integration of long and short term projects integrating the core academic areas and special areas

Integration of technology across all disciplines

Clear and consistent school discipline and classroom management systems aligned with the

Accountability of the delivery of instruction including curriculum maps, thematic unit planning, and daily lesson plans that reflect the FS/NGSSS, research-based practices/strategies, higher order thinking, appropriate use of texts and resources, authentic assessments, and appropriate formative and summative assessments. The administration will periodically meet with all teams to ensure all teachers are working effectively toward the goals of the school.

Administration conducts walkthroughs to provide feedback on classroom management, productivity of instructional time, effective teaching strategies, and student engagement

Formal observation of teachers to ensure teacher effectiveness consistent with the Florida Consortium of Public Charter Tools Evaluation System

A school-wide system to promote core values, build character, and develop leadership skills

College and Career ready skills will be supported throughout the curriculum

Parent/family engagement and volunteer program in support of the curriculum such as parent workshops, school-wide activities, and chaperoning of field trips

The School utilizes the state approved texts and supplemental instructional materials and

programs aligned with the FS/NGSSS. These materials are used in a variety of ways to support remediation, enrichment, research, student productivity, and web-based learning.

In support of the standards-based and research-based approach, teachers work collaboratively with administration and support staff on the analysis of student data which will serve as a basis for the data-driven instruction that will guide student learning toward the standards. To further support this process, teachers will have daily common planning time and opportunities to network with peers.

The School's curriculum in the core academic areas will follow the guiding principles detailed below:

English Language Arts (ELA): The ELA curriculum intently focuses on literacy and the development of skills in the four strands of the LAFS: Reading, Writing, Speaking and Listening, and Language. The foundation of a strong academic program is Reading. Teachers use a variety of instructional resources and effective practices/strategies to ensure students meet the LAFS, develop the ability to read to learn, and achieve academic success by the . School-generated pacing guides will ensure all standards are taught and will provide for continuity. A deeper, more rigorous, and systematic implementation of the standards for reading literary and informational text, writing, speaking and listening, inquiry-based research, language, and literacy in history/social studies, science and technical subjects will be implemented and serves as a primary focus for the educational program design.

In order to accommodate students through the school's MTSS, the School will utilize the Journeys CCRP which includes a scope and sequence that provides for differentiated instruction in order to meet the needs of all students. Students receiving Tier 2 (strategic) or Tier 3 (intensive) intervention instruction, uses a pull out model using REWARDS.

In addition to the reading series, the School uses informational/non-fiction texts as well as trade books/novels to further enrich literacy in the classroom. The intent is to create holistic lessons and implement interdisciplinary instruction. When developing the school's pacing guides, the leadership team will work with the grade levels and English departments in the selection process of the texts/novels. Resources such as Just Read! Florida will be accessed to ensure the best quality literature for the different purposes. The priority is for students to read more complex texts, develop vocabulary, build content knowledge, improve comprehension, and cultivate literacy skills.

Students in grades K-5 receive an uninterrupted 2 hour ELA block which includes a half hour of writing. The block is used for teacher-directed instruction, guided reading, teacher modeling, small group instruction, flexible grouping, and independent reading and writing. Students reading below grade level will receive an extra 30 minutes of intensive reading instruction. When possible, these 30 minutes will immediately follow the uninterrupted 2 hour ELA block, which has been the case for the school. Students not receiving intensive reading instruction will receive Global Studies, with a focus reinforcing reading and writing skills. The ELA teachers in grades 4 and 5 are departmentalized to allow for more teacher expertise.

Writing instruction includes informative/explanatory and opinion/argumentation essay writing. Writing instruction for K-5 focus on the writing process, generating ideas, organization, voice, citing, word choice, fluency, and conventions of standard English.

The third strand of the LAFS is Listening and Speaking, and these skills are reinforced throughout the curriculum as students are given opportunities to participate in group discussions, prepare and make informal and formal oral presentations, and apply appropriate diction and tone in their presentations.

Finally, the fourth strand of the LAFS is Language. Therefore, as part of the ELA curriculum, students are exposed to the development of grammar and vocabulary skills. The development of these skills are embedded in the reading series adopted by the school.

The ELA curriculum serves to further advance the character education and leadership development program of the school. Through the reading of related literature and writing opportunities, students will be able to explore a variety of themes related to the core values of the school, words of the day, desired character and leadership traits, and 21st century skills. Students will continuously be exposed to learning experiences that promote and develop college and career ready skills.

Mathematics: The Math curriculum focuses on the development of skills in all strands of the MAFS by grade levels. The Mathematics program focuses on providing all students with the mathematical skills they need to advance through the school year and be ready for the next grade level. Instruction is rich with hands-on activities, inquiry, problem solving, connections to real world, collaboration, mathematical reasoning, metacognition, and reflection. Knowledge and skills are built on prior knowledge, and a continuous system of scaffolding will lead to the attainment of the standards.

Literacy is integrated into the math program, and math will be applied in other subjects whenever possible. A direct correlation will be made with science as math and science will be integrated. In particular, the integration of Science, Technology, Engineering, and Math (STEM) will play an important role in the design of the math program as students are given opportunities to explore these four areas together. This is an ongoing area of improvement for the school.

Students in Grades K-5 will have an uninterrupted 60-minute block for math instruction daily. Math teachers in grades three through five will be departmentalized, and math and science are integrated as much as possible. Tier 2 intervention is embedded in the master schedule. Students requiring intensive intervention in reading and math will receive intensive math during their mathematics course or free tutoring services offered after school. Teachers use flexible grouping and other effective research-based teaching practices/strategies to promote higher-order thinking and mastery of basic skills students can build on. In order to drive instruction and ensure mastery of the MAFS and a year's worth of learning, a systematic assessment program that includes formative and summative assessments as well as authentic assessments will be part of the mathematics program.

Science: The science curriculum will prepare students to achieve the Science NGSSS through the four bodies of science knowledge: Earth and Space Science, Life Science, Nature of Science, and Physical Science. STEM will be infused into the science program as the school seeks to cultivate the following in its students:

Scientific Literacy - The ability to use scientific knowledge and processes to understand the natural world as well as the ability to participate in decisions that affect it.

Technological Literacy - Know how to use new technologies, understand how they are developed, and analyze how new technologies affect us, our nation, and the world.

Engineering Literacy - The understanding of how technologies are developed via the engineering design process using project-based lessons that integrate lessons across multiple subjects.

Math Literacy - The ability to analyze, reason, and communicate ideas effectively as they pose, formulate, solve, and interpret data and solutions in scientific problems in a variety of situations.

Literacy plays an important role in the science program as students practice reading to learn, read informational text, develop domain-specific vocabulary, and dig deeper into valuable information that contributes to their scientific knowledge base. Students will apply writing skills through annotations of their observations and exploration of ideas. Teachers will apply instructional practices at all levels of Bloom's Taxonomy and Webb's Depth of Knowledge, focusing on the higher levels of thinking from both.

Students receive 30 minutes of science instruction per day that will follow math instruction whenever possible to facilitate subject integration. A main goal of scheduling will be for teachers to routinely integrate math and science in the classroom. Students will continuously explore the scientific method by participating in weekly experiments and class activities that require a hands-on approach. Special attention will be paid to environmental stewardship as part of the character education program. Authentic assessments will be ongoing and problem solving will be included in all formative and summative assessments.

Social Studies: The social studies curriculum prepare students to achieve the Social Studies NGSSS, utilizing research-based practices/strategies and addressing all themes of the social studies including Civics, Economics, Geography, and History. More than any of the other core academic subjects, social studies is closely tied to the character education and leadership development. Therefore, there is a special focus in the areas of citizenship and civic engagement, appreciation of diversity and cultures, fiscal responsibility, and global perspective. The social studies curriculum aims to further promote a love of country and community and foster responsible citizens.

Championship Academy of Distinction recognizes that the most important factor in the classroom is the teacher and the impact he/she potentially has on student achievement. Therefore, teachers at the School receive professional development in the most current and effective pedagogy to deliver a standards-based curriculum. During classroom walkthroughs and formal observations, administration specifically look for evidence of these effective research-based strategies in the classroom. Teachers are expected to vary their teaching strategies depending on the needs of the students and provide the techniques that are most conducive to active learning depending on the content. Teachers are expected to maintain high standards, continually challenge students, and create a climate of higher order thinking. The following is some of the primary instructional strategies teachers will be expected to implement:

Project-based Learning (PBL)

Explicit Teaching

Teacher Modeling

Gradual Release of Responsibility

Reading and Writing across the Curriculum

Flexible Grouping

Inquiry-based Learning (IBL)

Close Reading

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

C.A.D promotes an educationally conducive learning environment that promotes student achievement as benchmarked by the attainment of the FS and NGSSS and where teachers not only promote academic growth, but social and emotional growth as well, for all learners. The basic learning environment is classroom-based. It includes whole class instruction, small group instruction, cooperative learning, and one-on-one instruction. Students have physical movement through the classroom throughout their instructional day. The School is in compliance with the state of Florida's charter school class size requirements, and complies with F.S. 1003.03 in the manner required by F.S. 1002.33 which provides classes in grades K-3 will have a maximum of 18 students per class; classes in grades 4-5 is capped at 22 students (to be calculated as the average at the school level). The rationale for class size and structure is based on the School's commitment to meeting its mission. The learning environment plays an important role in allowing students and teachers the opportunity to collaborate, explore important topics related to the theme of the school, and optimize the teaching and learning process.

Differentiated instruction is a critical component of the instructional program. Students' individual needs are targeted through this essential framework that provides all students with the potential to meet the same standards in spite of varying readiness levels through this individualized approach established in the mission. Differentiated instruction is incorporated into all other instructional strategies and content areas. The methods and systems teachers will have for providing differentiated instruction to meet the needs of all students will include using data to drive the instruction, building differentiation into lesson planning, flexible grouping, using leveled texts, appealing to different learning styles, intervention and/or tutoring, web-based programs, learning centers, tiered assignments, ESE and ELL strategies/accommodations, and experiences that will help develop background knowledge. These methods and systems lend themselves to maintaining the same expectations for all students while adjusting the vehicle used for learning in accordance with the students' needs. Through differentiated instruction, students requiring additional support or enrichment will be able to receive it. Differentiated instruction will also be used in the MTSS and RTI process.

Below, are some of the schools executed efforts to meet the needs of struggling learners:

Extra assistance through small group instruction

Substitution of Foreign Language with additional time for support

Intervention

Free after school tutoring, Saturday Learning Camp

RTI process

Referral to a Student Study Team

The MTSS at CAD consists of the following three tiers as established by the FLDOE:

Tier 1 instruction provides core instruction by the classroom teachers to all students.

Tier 2 instruction provides increased intensity beyond Tier 1 by classroom teachers to identified students, specifically in those areas that pose a barrier for proficiency.

Tier 3 instruction provides intensive support to students not meeting grade level standards even after they have received Tier 1 and Tier 2 instruction.

The problem-solving process will be applied to the MTSS which will include:

- 1) Identifying a measurable goal for each student.
- 2) Analyzing the issue and determining underlying causes of the goal not being met.
- 3) Developing and implementing a plan that includes research-based strategies to that addresses the goals and the issues.
- 4) Evaluating the effectiveness of the plan/intervention.

The school holds a CPST meeting at least once a month, independent to monthly data chats between teachers, instructional coaches and administration. CPST meetings can be initiated by any stakeholder at any time. CPST meetings are published on the monthly calendars and the CPST members are identified at each meeting. CPST meetings focuses on individual student performance and performance as denoted by trend lines from a system - generated graph template established by the Department of Prevention by BCPS. Prescriptive decisions are made and monitored for both teaching and learning. The tracked data on these graphs are from the core curriculum area in which the student demonstrates academic difficulty. This data is used to formulate and implement an intervention plan for the student. While monitoring, curriculum assessments, classroom observations, class work, and intervention based work samples are examined and analyzed. As explained above, tier 2 instruction is embedded into the master schedule and reinforced across elective courses whereas tier 3 instruction is done through a pull out model by an interventionist on a daily basis.

These efforts are shown to be effective over the life of the charter based on the educational performance of the school. Most recently, the school improved from a letter grade of a "C" to a "B" and never earned a letter grade lower than a "C". Further to this, the learning gains data described above speak to the effectiveness of the intervention program design at the school.

English Language Learners are supported through a pull out model with language support services for levels 1 and 2 students as denoted by the ACCESS test. Monitoring of the accommodations provided are crucial in the classroom setting to ensure instruction is comprehensible. The school also provides IMAGINE learning as a part of its learning support for these students. ESOL accommodations, per student, are embedded in the lesson plan template used by the school. Finally, the school tries its best to take opportunity of the Language Enrichment Camp. The WIDA framework and course descriptors are used to guide instruction.

Exceptional Student Learning Support: Students falling into this category are supported in the general education class through an inclusion model when if their IEP allows such structure. To date, this is the model the school uses. Evidence of ESE accommodations are required to be documented on the lesson plan and is audited weekly through walk throughs and classroom observations. Additionally, these students are pulled and serviced by the ESE Coordinator to facilitate attainment of their IEP goals and to further provide grade-level academic assistance in a small group setting. Varying curriculum choices are available depending on the needs of the students. ESE students are not excluded from extended learning opportunities and are provided with pull out reading services when needed by the interventionist.

Further details regarding ESE and ESOL will be provided in the section 6 and 7.

In summary, since the students' academic progress is driven by goals to attain grade level proficiency, consistent monitoring of learning is ongoing where the student is an integral part of this goal setting process. With this system, the student, teacher, parent, and school leaders are

accountable for academic success for the student.

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.

Qualitative data is collected through various methods. Primarily, data chats and CPST meetings among: teachers, students, parents (when applicable) and the school's leadership is structured to be discussion-based. From these discussions, trends in information/feedback received are used to drive the decision making processes relevant to the needs of the student, school and the hypotheses composed, in general. For example, discussions may elicit the need to change curriculum, time the intervention is offered, duration of the intervention etc. Specific to this example, was the feedback obtained from students and teachers regarding the school's Science program. Using that feedback to provide more hands on activities and labs had a direct impact in our science achievement for the 2018 school year in 5th grade.

Another aspect of gathering qualitative data is through obtaining feedback from surveys throughout the year from stakeholder groups as defined below:

Exit Surveys for Teachers and Staff at the End of the Year: This assists the school largely with planning. One section of this survey typically targets professional development that instructional faculty and staff recommends the school provide. Based on the feedback obtained, the school is able to devise its Professional Development Plan and Calendar that is targeted to the direct needs of this sub group to ensure its practices align to the Florida Standards and NGSSS.

Qualitative Feedback and Data Parents and Community: Surveys are sent out periodically to our parents and community in addition to those done through Title One and the PTSA. The school also seek to obtain feedback through face to face meetings and monthly parent workshops. Through these meetings, parents share how the school can partner with them to facilitate a continuum of academic structure at home. Typically, the school hosts its monthly parent workshops targeting the feedback obtained from these meetings.

Administrative Surveys: The governing board and management company seeks to gather information from school leaders at least quarterly through discussions at board meetings, leadership meetings or surveys. One recent finding in data collected from this source, indicated the school leaders wanted to select the conferences they should participate in than just being limited to attending the Annual Florida Charter School Conference.

Quantitative data is looked at consistently to evaluate the school's operations and practices and make decisions in the interest of all stakeholders. Quantitative data is pulled from surveys when questions are not open ended as well as assessment data from student performance. Aggregated data is also examined and evaluated from teacher evaluations to make decision for teacher placement and professional development.

Student achievement and progress monitoring data is analyzed and evaluated as discussed above. The outcome and trends from these data sources are used to place students based on their needs and design academic goals to ensure grade level progress and beyond.

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

CAD adheres to and implements Broward County Public Schools' state approved Exceptional Student Education Policies and Procedures (SP&P), best practices and any amendments that arise. In addition to using the SP&P, CAD follows procedures for servicing students with disabilities (SWD), identifying students with disabilities, developing Individualized Education Plans, Education Plans, 504 Plans (as applicable) and providing a full range of services. School based staff work with the Sponsor, the Local Education Agency (LEA), to ensure that all SWD receive a free appropriate education (FAPE) in the least restrictive environment and will assume responsibility for providing the necessary services to meet the needs of SWD's as identified by their IEP.

IEP Committee Members

The IEP Team consists of Classroom Teacher/s, the LEA, ESE Specialist, ESE Teacher, Parent/s, Counselor (as necessary) and Psychologist (as necessary). Other team members may include as per the IEP the Speech Language Pathologist, Occupational Therapist, Physical Therapist and designated agency staff. Our designees are as follows:

- Nicole Brown –LEA, ESE Specialist/Teacher
- Savitria Guthrie, Principal & Abah Hamilton – Alternative LEA's
- Terri Farner – Speech Language Pathologist
- Psychologist – as assigned by Broward Schools ESE Psychological Services

ESE LEA Agreement

The LEA for 2019-2020 ESE services at Championship Academy of Distinction Elementary and Middle school is Nicole Parris-Brown, ESE Specialist and two additional LEA Designees Savitria Guthrie, Principal and Abah Hamilton who is also certified in ESE. The LEA attends regularly scheduled ESE Specialist meetings and trainings.

Information is gathered in the evaluation process, along with the decisions made regarding the needs of SWD's will be included to help to develop the IEP document.

IEP Development Process

The IEP team for students who are currently receiving ESE services will discuss, in depth, the following items at the student's IEP team meeting:

- Present Levels of Academic Achievement and Functional Performance
- Measurable Annual Goals
- Benchmarks or Short-Term Objectives
- How Student Progress Will Be Measured and Reported to Parents
- Accommodations and or Modifications
- Placement of the student and the Least Restrictive Environment (LRE)
- Consent for Services and Placement
- Reevaluation process

This discussion is gear towards the development of the actual IEP. Information is gathered in the evaluation process, along with the decisions made regarding the needs of the student, help to develop the IEP and will be included in the document. Present Levels of Academic Achievement and Functional Performance includes the present level statement describing what the student can do and what they struggle with in academic subjects and functional skills. There are 4 domains on the IEP that are addressed when developing the IEP. The impact of the disability in each domain, if any, is used to develop goals. Measurable Annual Goals state what the student needs to learn in order to progress in the general curriculum and to meet other needs related to their disability. Also

included are Benchmarks or Short-Term Objectives which are only required for students in Kindergarten and first grade or those that take the Florida Alternate Assessment (FAA). A description of how the student progresses is included with the IEP and quarterly progress reports are created to inform parents of their progress; generally sent home with the report cards. CAD ensures that all services, aids, and supports are provided a student may need in order to receive FAPE in school. Not to exclude accommodations and or modifications the student may need during the teaching, testing or State/District Assessments in order to make progress and demonstrate what they have learned. Per the students' IEP, accommodations will be provided as stated for classroom based and State/District testing. Placement of the student and the Least Restrictive Environment (LRE) are based on the student's need and this decision is made by the IEP team. Consent for Services and Placement are requested from the parent via written consent at initial placement or eligibility. This happens after the first IEP is developed. If the student's services or placement are changed later, the parents are informed also via a written notice especially when the change in services are greater than 50% of what the student currently receives. Annual reviews of the IEP are conducted by the IEP Team and every three years the student will be reevaluated to determine if ESE services are still required and or to add and additional suspected disability. The reevaluation also requires written consent from the parent and may also be requested from the parent.

Gifted Services

- **Describe the EP process for Gifted students for present level development, prioritization of educational needs, and annual goals.**
- **Describe the school's Gifted program and the services provided. If the school does not currently serve Gifted students, what would that program look like?**

EP LEA

The LEA for 2019-2020 Gifted services at Championship Academy of Distinction Elementary and Middle school is Nicole Parris-Brown who also attends gifted meetings and trainings held by the Department of Math, Science and Gifted pertaining to gifted education.

EP Committee

The EP team is comprised of parent(s), LEA Representative, gifted and general education teachers, student (as appropriate) and other individuals who have knowledge or special expertise regarding the student. Our designated gifted teachers for each campus is as follows:

- TBD - Championship Academy of Distinction Elementary

EP Development Process

CAD follows the Special Instructional Programs for Students Who are Gifted and the Sponsor's SP&P. Eligibility for the Gifted Program are based on the following criteria: Need for special instructional program, characteristics of the gifted, intellectual development and evaluation processes specified by Broward County Public Schools to increase the participation of students from underrepresented groups in programs for the gifted. The Education Plan (EP) process for the Gifted program is similar to IEP development process. Through professional development, teachers of gifted students collaborate with ESE personnel and general education teachers related to differentiation of instruction and curriculum compacting for the school's gifted students and implementation of their EP's.

The EP team for students who are made eligible for Gifted services will discuss, in depth, the following items at the student's EP team meeting:

- Review of Data and recent evaluations
- Present Levels of Academic Achievement
- Measurable Annual Goals
- Benchmarks or Short-Term Objectives
- How Student Progress Will Be Measured and Reported to Parents
- Projected dates of Services, Frequency, Location and Duration
- Consent for Services and Placement
- Reevaluation process

Information is gathered in the evaluation process, along with the decisions made regarding the needs of the student, help to develop the EP and will be included in the document. There are three types of EP Meetings: Initial EP, Annual/Biannual Review and a Review of the EP. There are three domains of the EP that are addressed: Curriculum and Learning Environment, Independent Functioning, and Social/Emotional Behavior. Present Levels of Academic Achievement includes the present level statement describing what the student's strengths are and needs beyond the general curriculum. Measurable Annual Goals state what the student needs to learn in order to progress in the general curriculum and to meet other needs related to their disability. Also included are Benchmarks or Short-Term Objectives which are only required for students in Kindergarten and first grade or those that take the Florida Alternate Assessment (FAA). Once goals are established, the student will participate in curriculum compacting, Acceleration or enrichment curriculum. A description of how the student progresses is included with the EP and quarterly progress reports are created to inform parents of their progress; generally sent home with the report cards. CAD ensures that all services, aids, and supports are provided a student may need in order to receive FAPE in school. Placement of the student and the Least Restrictive Environment (LRE) are based on the student's need and this decision is made by the IEP team. Consent for Services and Placement are requested from the parent via written consent at initial placement or eligibility. This happens after the first EP is developed. If the student's services or placement are changed later, the parents are informed also via a written notice especially when the change in services are greater than 50% of what the student currently receives. Annual/Biannual reviews of the EP are conducted by the EP Team and every three years the student will be reevaluated to determine if ESE services are still required. The reevaluation also requires written consent from the parent if there is an additional disability suspected and may also be requested from the parent.

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

The School adheres to all applicable provisions of Federal law relating to students who are English Language Learners (ELL), including Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974, and LULAC et. al. vs. State Board of Education Consent Decree (1990) and the Modification of the Consent Decree (2003). The Consent Decree is a framework for ensuring that ELL student's civil rights are upheld, that ELL students have equal access to all the programs at the school, and that they receive a comprehensible instruction. The School implements the state-approved, English Language Learner (ELL) plan in effect in Broward County Public Schools.

Per FS 1003.56, the School identifies "English Language Learner" (ELL) as:

An individual who was not born in the United States and whose native language is a language other than English;

An individual who comes from a home environment where a language other than English is spoken in the home; or

An individual who is an American Indian or Alaskan native and who comes from an environment where a language other than English has had a significant impact on his or her level of English language proficiency

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

The school identifies English Language Learner (ELL) students through the Home Language Survey (HLS). The survey is integrated into the registration form that is filled out by parents. The parents are required to complete the registration form that contains three main questions. Students who speak a language other than English will have a programmatic assessment conducted by the schools ESOL Contact, or assessor. This includes collecting the students previous school history. ELL students are further monitored and assessed in basic subject areas to aid the student's teacher in developing an appropriate instructional program. ELL Committees are performed to review the student's progress and obtain an overall student performance. The committee shall make recommendations and modify the student's instructional program, if necessary, to focus on problems identified. These changes shall always be recorded on the student ELL Plan.

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

The school adheres to all district and State policies governing the ESOL Program. The ESOL Coordinator attends all district trainings and professional development and uses the BCPS ESOL Handbook as a guiding document in all practices related to this field.

Additionally, the school has continued to use ELlevation to keep record of the individual ELL Plan. The school ESOL Contact reviews each students ELL Plan to ensure that the students are placed accordingly and are given accommodations to help them meet their goals and district standards. Each individual ELL plan is constantly recorded in the students' cumulative folder. The plan includes, but is not limited to:

- Students information, such as, name, grade, and home language
- Initial assessment form
- Student accommodations
- ESOL program information
- Instructional time
- Exit information, if applicable
- ELL committee suggestions and information
- Post program evaluation

The ELL plan is updated whenever an ELL Committee is performed, or the students annual or re-evaluation meeting is held. Compliance data is updated into TERMS imperative to this role.

The school also had an ESOL Committee; which meets the statutory guidelines as follows:

The ELL Committee:

The School has an ELL Committee comprised of a school administrator, ESOL teacher or coordinator, home language teacher (if any), classroom/subject area teacher, and guidance counselor. The parent(s) would also be invited to attend any committee meetings.

The ELL committee:

- holds meetings to review the student's progress and make recommendations after thorough review of all necessary data.
- invites parent(s)/guardian(s) to attend all meetings, discuss and explain all recommendations
- ensures that the parent(s)/guardian(s) understands the proceedings of the meeting, which may include arranging for an interpreter for parent(s)/guardian(s) whose native language is other than English
- convenes meetings in a timely manner and record recommendations in the Individual ELL Plan.
- files in ELL folder a copy of a letter inviting parent to attend ELL Committee. The invitations will follow the samples available on PCSB's Bilingual/ESOL Department's website
- completes the ELL Folder pages available on PCSB Bilingual/ESOL Department's website.
- convenes an ELL committee for students with six semesters or more in the ESOL program.
- convenes an ELL committee for ESOL level V students within the two-year monitoring period who have shown a decline of 1.0 point in the overall grade point average or when academic concerns are identified.

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

The school ensures fair access to the academic program for all students regardless of their proficiency level. The ELL Committee executes group interventions and strategies to support the ELL instructional progress. The ESOL strategies are included in each teacher's lesson plans, along with the District's ESOL Instructional Strategies Matrix. Both non-ELL and ELL students in the same grade level will use the same instructional material and textbooks. Administration and teachers work together to provide an equal list of ideas, goals, concepts, and objectives to all non-ELL and ELL students.

The School has designated an ESOL coordinator who is responsible for scheduling the ELL Committee Meetings and updating all student ELL Plans, keeping a record of parental contact information and updating the ELL Program Records Folder. The record folder containing the following is available for all ELL students:

- Home Language Survey - signed and dated by parent/guardian
- Copy of Annual Letter of Participation in ESOL program - signed by the principal
- A copy of student's current schedule.

Monitoring/Evaluation: The Language Arts teacher documents the ELL student's progress in the student's ELL Student Plan using a Post-Program Review Report, and a Post-Program Review Student Profile will be generated with information regarding ELL students who have exited the ESOL program within the last two years. 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 through the:

- Academic Grades/Report Cards
- Test scores
- Classroom performance
- Post Program Review Reports (as applicable)
- Standardized tests (as applicable)
- Student Case Management referrals (as applicable)

This information assists the school in determining if students are progressing adequately and whether the school is effectively servicing the needs of its ELL population. The School also, determine the School's effectiveness in serving the needs of the ELL population by reviewing the results of the spring administered ACCESS and determining if the students are making adequate learning gains.

The School continues to measure its effectiveness in serving ELL students by (1) setting consistent goals for all ELL students in the School and (2) ELL students demonstrating learning gains as evidenced by their performance in all respective portions of ACCESS and FSA and (3) students meeting the annual goals specified in the Student ELL Plan. The School will support the education of the students, providing support in all classroom settings in which the student will receive instruction.

ESOL instruction will include instruction to develop skills in speaking, listening, reading and writing of English sufficient to enable the student to be English proficient. An ELL student will be provided Basic ESOL programming for the minimum number of hours specified in the individual ELL plan, in no event is less than the amount of instruction received by a non ELL student at the same grade level.

In cases where the school has 15 or more ELL students speaking another language (per language group) other than English upon registration, the school has had a linguistically qualified teacher or paraprofessional staffed to assist these ELL students in understanding content instruction.

Further Overview of the ELL Instructional Program

The instructional program the school employs to ensure academic success is Basic Mainstream Instruction using ESOL strategies. This means ELL students are placed in the general education classes with an ESOL certified or ESOL endorsed teacher. The instruction provided to ELLs is equal in scope, sequence and quality of instruction to non-ELLs at the same grade level. The ELLs receive instruction alongside non-ELLs. Teachers with ELL carefully plan and consistently monitor the progress of the ELL and non-ELL students. The School clusters students strategically

based on the needs of the students in order to maximize the services the School is able to provide to provide a pull out model for students scoring a level 1 or 2 on the ACCESS Test. The ELL coordinator serves as a support to all teachers will ELL students in their classrooms.

The instructional practices and strategies the school utilizes to ensure academic success are in accordance with the META Consent Decree. The META Consent Decree does specify which instructional practices or strategies must be provided; however, it does require that students receive intensive English language instruction and instruction in math, science, social studies, and computer literacy which is understandable to the ELL and equal and comparable.

The School further ensures equitable access to the core academic program for all students including those below, at, or above grade level. The ELL Committee meets monthly to discuss interventions and strategies to support the ELL student's continued academic success and will identify ESOL strategies and a MTSS as needed by the student. The ESOL strategies are documented in the teachers' lesson plans and in the student's ELL folder using the codes from the District's ESOL Instructional Strategies Matrix. The effectiveness of these ESOL strategies are determined by the teachers' observations, administrative classroom visits, student progress, and results on all aforementioned assessments.

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

The school uses the district's process for MTSS/RTI. As discussed above, the school has a CPST with monthly CPST meetings independent of data chats. The school uses a CPST Feedback Form to document the meeting record per teacher, at each meeting. In addition to that, the school uses a school-wide graphing template which generate a trend line to track each student's progress by tier. This template allows for the goal of the intervention as well as grade level goal to be identified and stated. Intervention notes are documented on lesson plans and corresponding MTSS forms generated by the school. These documents are looked at the CPST meeting and is used to drive discussions in efforts to make prescriptive, informed decisions. The documentation for the process requires the team to evaluate and cross reference data from multiple sources to include progress monitoring, weekly assessments, standardized data, observations, classwork, intervention work, and projects. The assessment used to track progress is that from the cure curriculum based on the identified area of need. The interventions used are district approved and is selected based on the need or deficiency identified. The Collaborative Problem Solving Team Rating Form and Intervention Records are parts of the formal documentation collected throughout the process.

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

The CPST is comprised of six team members to not include parent/s or students. Each member brings a unique background to the team and serves a specific role.

Designee	Role
Principal	Oversee the MTSS/RTI process
	Evaluate and conducts walk-throughs and informal

Assistant Principal	observations to determine effectiveness or lack thereof of instructional practices and student learning
Instructional Coach	Provides guidance and support to teachers for instructional mentorship and to provide researched based curriculum materials and resources for instruction and intervention
ESE Coordinator	Works with the team to help with the identification and implementation phases of the intervention design as well as the evaluate the student specific outcomes/goals to make ongoing informed decisions
ESOL Coordinator	Works with the team to help with the identification and implementation phases of the intervention design as well as the evaluate the student specific outcomes/goals to make ongoing informed decisions
School Counselor	Works with the team to help with the identification and implementation phases of the intervention design as well as the evaluate the student specific outcomes/goals to make ongoing informed decisions and identify Early Warning Systems indicators to devise course of action
Teacher	Provide academic status, data review and analysis, intervention plan and design and any other pertinent information relevant to the student's progress

The team works together to execute best practices of the MTSS facilitation.

1. Screening: examining students' records to make a determination of next steps for students who are at risk or potential candidates for retention.
2. Progress Monitoring: process used to track students' progress and provide evidence of the level of success with the intervention design through the multi-tiered system of support
3. Multi-Level Prevention System: recognize each tier of the process to provide and facilitate the most accurate level of intervention needed along with the corresponding intervention teaching and learning resources
4. Ongoing Decision Making: using the data collected from all relevant sources to make informed decisions regarding the students' progress and next steps.

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

Rtl process?

The school encourages active parent participation during the RTI process. To do so, the school has implemented an accountability measure to facilitate this. At the end of each instructional quarter, teachers have to submit proof of parent communication to administration. This includes showing proof of the school-wide Parent-Teacher Conference Form to document parent meeting where this process was discussed. To foster accountability on the parent's end, parents are given timely notification to attend these meetings, if they are unable to attend a phone conference is offered. If these options cannot be met by the parent, documentation specific to the student is sent home and is required to be sent back to the child's teacher signed. Thereafter, a follow up phone call is done by the teacher. These efforts are documented on the Parent-Teacher Communication Log.

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

The school's data analysis process for all tiered interventions is documented by the classroom teacher and interventionist (when applicable) and discussed at the CPST meeting. The CPST evaluates the analysis and make recommendations as they see fit. The Intervention Documentation and Data Analysis for Instructional Decision Making: Team Process Script are guiding documents used to help with accurate analysis from rtinetwork.org. The RTI Model TAP 6.5 from fldoe.org is also used as a guiding document for the team.

Data Analysis Process for the CPST

1. Define the problem: review and analyze historical and current data
2. Set clear, measurable goals
3. Collect Data
4. Analyze Data
5. Interpret Data and Make Informed Decisions

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

EWS is used in our school as a student retention tool and as a preventative measure to realign and readjust practices pertinent to students' success. EWS enables our school to use available school data to identify students who are at risk of not being promoted to next grade levels, those who will be covered under 'good cause promotion', and those who would need academic and learning interventions. Students are identified based on academic and engagement data, such as absenteeism, course failure, credits and discipline or behavioral referrals, etc. Our Collaborative Problem Solving Team uses EWSs to identify students who are at risk, by implementing preventative measures, in the form of student-specific Action Plan to support students and to examine school-level trends to identify and address systemic issues.

Our school abides by the Behavioral and Academic Support System BASIS put in place by Broward County Public Schools District. Our Hollywood campus 5361 has 373 students enrolled in grades Kinder through 5th grade. The Early Warning System (EWS) has 3 categories of identification under the **Progress Indicators** tab:

0-10 points { < 1 } = Students are on Track and not showing any major concern

11-49 points { 1 } = Students have 1 warning sign.

50 or more points { 2 } = *Students have 2 or more warning signs.*

Considering these patterns, our school location has identified 323 students under category A, 49 under category B, and 1 under category C.

Championship Academy Hollywood (5361) implements a Multi-Tiered System of Supports (MTSS) core problem solving team, comprised of members with expertise in academic and behavioral domains. The MTSS team utilizes the continuous problem-solving process to identify students who are at-risk in academics and/or behavior. The team conducts a root cause analysis to determine why the problem is occurring. The MTSS core problem solving team analyzes and dis-aggregates data from the following Broward County Public School Resources Data Warehouse and BASIS system to view student data, to address and assist students' individual needs. The MTSS core problem solving team utilizes an early warning identification system, response to intervention (RTI) process and build a wide, inclusive and comprehensive behavior plan. Student data are aggregated to form a predictive analytic risk score configuration, comprised of indicators that flag students at risk of retention, course failure, truancy, and misconduct.

Every month the school counselor runs out reports and establishes communication via letters, emails, phone calls to families in order to keep a channel of communication and as warning tool for them to be aware of their children's performance in the following areas : failure to meet proficiency of standards on formative assessments; behavior intervention checklists; progress monitoring; and teacher feedback, excused and unexcused absences.

In addition to collaborating with parents, the school counselor meets with students having EWS indicators to establish and execute an Action Plan, specifically to include intervention strategies and measures that are researched based targeted to the students' needs. This Action Plan takes into consideration feedback from appropriate persons from the CPST. Such plans are monitored through monthly CPST meetings and meetings set up by the school counselor with the student.

Attendance

- 1) Homeroom teachers will contact the parents of students who have missed more than one day of instruction per week and log record of communication.
- 2) Parents of students who have two or more absences a month will be contacted by the school's counselor to determine what inhibits the student from attending school, provide suggestions to help the parents resolve the student's attendance issues.
3. Establish an Attendance Contract.

Course Failure/s and Retention

1. Intensive Course/s Placement: based on student achievement data and other assessment data, students will be placed in intensive courses as needed. The CPST will meet consistently to make informed decisions regarding progress and next steps.
2. Implementation of the MTSS with fidelity: Monitor student's reception to intervention program and design through each tier, when applicable to make instructional decisions in the best interest of the student's progress.
3. Extended Learning Opportunity – Saturday tutoring, small group instruction, language enrichment camp

4. Individual Instructional Remediation Support – tier 3 instructional and teaching support provided through a pull out model on a daily basis.

Behavior

All behaviors are addressed through a Positive Behavior Approach

1. Classroom Behavior Plan: a behavior plan to include incentives and principles from CHAMPS will be created and implemented by the classroom teacher. The behavior plan will be tracked to determine effectiveness when measured against goals for the student identified. Based on the data obtained, next steps such as a student-specific behavior plan will be discussed. Currently, teachers use Class Dojo as a tracking system for tier 1 behavior.

2. Student-specific Behavior Chart: specific to the student's needs and goals. Devised with the CPST, students and parent feedback.

3. FBA and PBIP when necessary to analyze and determine further actions.

Measurable Goals

The school has identified the following goals as baseline goals for student achievement to govern its charter.

The school will establish procedures and policies to effectively increase the number of students reaching grade level proficiency thus meeting promotion requirements by 15%, in all grade levels. Such procedures and policies will address and target the specific criteria for promotion for each grade level.

The School will make adequate progress with the Lowest 25% in English Language Arts, Science, and Mathematics by showing a as demonstrated by: achievement level increase, learning gains, and grade appropriate developmental scales per standardized assessments.

The school will attain grade level proficiency among students in the following subjects' areas as described below, with at least 5% growth over the life of the charter, annually, using the appropriate curriculum and effective enrichment and remediation teaching strategies to meet the needs of all learners:

3rd Grade

ELA - 41%, Mathematics – 53%,

4th Grade

ELA – 43%, Math – 67%

5th Grade

ELA – 51%, Math – 48%, Science 47%

Writing:

Writing is an overall area of challenge across the school. Therefore, the goal below speaks to overall grade level improvement:

The School will use effective teaching strategies, and targeted research-based curriculum to design lessons and provide appropriate lesson differentiation to achieve grade level writing competency for at least 80% of the total student body.

Ninety-three percent of students in kindergarten through second grade will meet grade level academic expectations as denoted by the Pupil Progression and more specifically excel beyond the cut off scores for assessments and progress monitoring assessments through effective placement, the use of research based curriculum and teaching strategies as well as consistent data analysis and interpretation.

The school will continue to implement and monitor approved researched based curricula to address reading and its foundational skills and make literacy the central theme of its curriculum design.

The school will monitor the academic and overall functions of English Language Learner and Exceptional Students to ensure adequate progress is made in accordance with their Language Enrichment Plan and Individualized Educational Plan, respectively.

ESSA data and other relevant data pieces will be used to monitor and evaluate performance of students falling into a subgroup/s to ensure adequate progress is made while providing the learning environment, resources, interventions, and other tools needed to do so.

The Character Education Program will continue to be a natural part of the school's curriculum to address the fulfillment of the charter's mission with fidelity; thus reducing student misbehaviors by at least 23% annually, and as such increase student accountability in holistically improving.

Overall, the school will continue to implement continuous improvement measures, using quantitative and qualitative data from all stakeholders to ensure it is fully meeting all facets of its mission, over the life of the charter contract.

Assessments:

In addition to the curriculum embedded assessments and those noted as progress monitoring on the school's K-12 Reading Plan, the school utilizes all state assessments to include FSA for all subjects for grades three through five and NGSSS Statewide Science Assessment for grade 5. For grades one and two the school uses the district's end of year reading assessment. The school also participates in the district's Broward Standards Assessment.

Attachments

Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION

– No Attachments –

FINANCIAL PERFORMANCE

1. FINANCIAL MANAGEMENT

Section Evaluation

Final Rating

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

Partially Meets the Standard

Meets the Standard Lourdes Panizo, 11/19/19

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

The Board of Championship Academy of Distinction at Hollywood, Inc. recognizes the necessity of having experienced personnel to help the School navigate the complex nature of the accounting and financial reporting requirements for charter schools. The Board has chosen to contract with a firm that has the experience and knowledge to provide the comprehensive accounting, financial management and reporting services required.

Florida Charter School Accounting (FSCA) is a provider in Florida of accounting and finance back office support and training for charter schools. The President/Owner has performed independent annual audits of charter schools for over 18 years, providing a unique perspective to ensure reporting is in accordance with generally accepted governmental accounting standards and the Financial and Program Cost Accounting and Reporting for Florida Schools ("Redbook"). Due to the complex reporting requirements of charter schools, the Board of Directors understands the need for specialized accounting knowledge specific to charter schools.

FSCA provides accounting and financial services exclusively to charter schools in Florida. All of their staff are knowledgeable concerning the specific financial and reporting requirements specific to Florida charter schools.

FSCA uses QuickBooks for non-profits in a virtual office paperless environment. QuickBooks allows transactions to be recorded by fund, function, and object in accordance with the RedBook. All accounting and financial reporting such as general ledger, accounts payable, accounts receivable, payroll, bank reconciliations, grant management and financial statements are performed within the software.

Our Board of Directors knows that having a strong internal control structure is the front line to preventing fraud. FSCA will work directly with the school to establish and maintain internal controls. They focus heavily on proper segregation of duties, proper authorization, maintaining adequate documentation and physical control over assets as well as performing independent checks.

Fixed assets are recorded in the appropriate capital or noncapital account in accordance with the Redbook. A fixed asset/depreciation schedule is maintained and included as Attachment N.

FSCA will provide the School monthly with a Balance Sheet, Statement of Revenues, Expenditures, and Changes in Fund Balances – Actual to Budget Comparison, in accordance with Rule 6A-1-.0081, F.A.C.

Annually, in conjunction with School personnel, FSCA will prepare an annual budget in accordance with F.S 1002.33 (9)(g)4.(h).

Further internal controls include:

The School employs a Business Manager to work with the ESP to properly maintain all financial records. Detailed financial statements are prepared on a monthly basis and presented to the Governing Board for review.

The School maintains internal financial controls and bookkeeping practices in accordance with acceptable accounting practices. Specifically, the Board has established standard control procedures in accordance with all applicable federal, state and local laws and in line with accepted industry standards and best practices regarding:

- Revenues, accounts receivable, and cash receipts
- Expenditures, accounts payable, and cash disbursements
- Budgeting and financial reporting
- Risk management
- School inventory & capital assets
- Student records
- Employment records

Standard control procedures to ensure sound internal accounting and a system of checks and balances include:

General Accounting -use of accepted state codification of accounts pursuant to the Financial and Program Cost Accounting and Reporting for Florida Schools. Bank statements will be reconciled on a monthly basis. The School will provide regular monthly financial statements, on dates required, to the Sponsor including a statement of revenues and expenditures and changes in fund balances.

Receivables:

For receivables, all cash payments will be logged, coded by source and deposited daily. Daily deposits will be reconciled to cash receipts.

Wire Transfers - copies of all wire transfers (e.g., FTE funds, grants, charter school capital outlay) into the school's banking account(s) along with supporting documentation are maintained and recorded in the general ledger by journal entry.

Internal Revenue Collection - any funds collected at the school may be initially collected by the school staff. These funds along with supporting documents are submitted to the Business Manager who will record and prepare the deposit in duplicate. The original deposit slip will be presented to the financial institution with the funds and the duplicate will remain in the deposit

book. The financial institution validated receipt will be stapled to the duplicate deposit slip in the deposit book.

Disbursements:

Disbursements will be made only to approved vendors and must be appropriately authorized. Disbursement voucher packages are prepared at the School site and authorized by the School Principal. Disbursement vouchers are reviewed and approved by the Principal. All checks over a pre-approved threshold, as established by the Board, will require dual signatures. Certain checks & checks over a certain amount will require board chair signature and/or board approval. Authorized signatures on checks are limited to the Chair of the Board, and the School Principal.

Capital Expenditures - purchase orders are required for all capital expenditures and must be pre-approved by the Principal or Board Chair. These purchase orders are prepared in duplicate with one going to the vendor and the other remaining at the school on file. Any purchase order totaling more than the limit as set by the Board requires Board action.

Operational Checking Accounts - all expenses related to the operations of the school are paid from the operating account. All operating expenditures are subject to the same approval processes as indicated for capital expenditures. All accounts are reconciled on a monthly basis and presented to the Board for review.

Authorized Check Signers - authorized signers on school accounts are limited to certain specified individuals as approved by the Board.

The Business Manager works with the ESP to ensure all receivables and accounts payable are properly coded in the accounting system. The Business Manager helps to ensure a division of responsibilities and additional fiscal accountability. The Business Manager also serves as a liaison between the ESP and the school's administration.

The Principal is responsible for overseeing the Business Manager and ensuring proper implementation of fiscal control policies, including the approval of all expenditures. The Board oversees the ESP and Principal and remain responsible for all financial matters delegated to the ESP and Principal.

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

FCSA maintain all financial records in an accounting system that is in accordance 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)(g)(1), Florida Statutes. The Schools financial reporting is prepared in accordance with generally accepted accounting principles for governmental entities which are established by the Government Accounting Standards Board.

FCSA uses QuickBooks for nonprofits in order to maintain records in accordance with the requirements of the Redbook. QuickBooks is an industry-accepted and widely-adopted accounting software. Transactions entered into the accounting system will be maintained electronically. Appropriate documentation of the validity and appropriateness of transactions will be maintained in as result of the processes and internal controls in place. Accounting records are maintained in a secure virtual office environment with nightly offsite backups. System level access is restricted to assigned personnel only.

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

The Board has chosen to contract with a firm that has the experience and knowledge to provide the comprehensive accounting, financial management and reporting services required. FCSA uses QuickBooks for nonprofits in order to maintain records in accordance with the requirements of the Redbook. Monthly financial statements are prepared in accordance with the template provided by the Sponsor and uploaded into Charter Tools by the 25th of the following month.

The Board retains the services of a certified public accountant for the annual financial audit, pursuant to s. 1002.345(2) F.S. who shall submit the audit report to the governing body (s. 1002.33(9)(j)(1), F.S. Audits are conducted in accordance with the Rules of the Auditor General adopted pursuant to Chapter 10.850. The audit report includes a management letter as required by 218.39(4) F.S. and Rule 10.856(2)(d), which is the statement of the auditor's comments and recommendations.

At the conclusion of the audit, the independent auditor will discuss all of the findings that will be included in the audit report with the management of the School and with the Board of Directors.

The governing Board will review and approve the audit report in accordance with s. 1002.33(9)(j)(2), F.S.. The audit report and written responses to the findings, including corrective actions, will be filed with the sponsoring District and the Auditor General.

For the end of the fiscal year, June 2019, hired an independent company to conduct a financial assessment. The findings are a part of the plan to institute corrective measures and best practices for financial oversight and management of the charter school.

Attachments

Section 1: FINANCIAL MANAGEMENT

– No Attachments –

2. FINANCIAL VIABILITY

Section Evaluation

Partially Meets the Standard
11/19/19

Cassandra Vallianos,

Final Rating

Partially Meets the Standard

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

Financial statements are prepared on a monthly basis and are provided to the Board of Directors and the Sponsoring District for analysis and review, in accordance with the prescribed Florida DOE publication, and the Redbook.

The Board of Directors recognizes that budgeting is directly connected with the concept of proper fiscal guidance, necessary for proper monitoring and required for maintaining accountability. FCSA works shoulder-to-shoulder with the School's management to build budgets from the

ground up. We work as a team to implement the proper monitoring and oversight processes to provide your leadership reliable and continuous reporting. Budgets to Actual reports will be provided and analyzed monthly by FCSA and management. Projections of cash monthly performance will be analyzed, including projected deficits. Budget amendments will be proposed as necessary.

The Board shall adopt a comprehensive budget on an annual basis, which shall include all forms of revenue and expenditures. The budget is prepared conservatively and with the viability and sustainability of the charter school in mind. Amendments to the budget require the approval of the Governing Board.

In addition to preparing a conservative budget, the Board has a rigorous budget management process to monitor the School's financial health. The Board's approach to monitor the School's financial health is a three part process including:

1. Review of financial statements
2. Review of budget vs. actual
3. Forecasting of future results

The school will follow the guidelines in the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Bank statements will be reconciled on a monthly basis. Monthly financial statements will be prepared using Generally Accepted Accounting Principles specific to charter schools by the ESP and the Business Manager which are distributed to the principal and the Governing Board. The Board Treasurer will have online access to review the bank statements.

Monthly financial statements will include a comparison of actual results to the approved budget to facilitate the second part of the process. The Board will be able to monitor the monthly spending and evaluate the budget. In order to forecast, the third part of the process, the Governing Board will use the information in the monthly reports to be able to make timely decisions and adaptations to the budget to ensure the financial health of the school.

The Business Manager will act as a liaison between the school and the ESP for human resources, payroll and financial matters relating to cash collection and accounts payable. The Business Manager, in addition to the ESP, will work with the School Principal to ensure adherence to the Governing Board approved budget.

The School will provide regular financial statements to the Sponsor including a statement of revenues and expenditures and changes in fund balances, prepared in accordance with generally accepted accounting principles. These will be provided on the dates required by the School Board in the charter school contractual agreement between the School and the Sponsor.

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

The School does not have any outstanding long-term financial obligations. All vendor invoices are processed weekly. Payroll is processed bi-monthly. The School ensures these obligations are paid timely and the School maintains adequate operating cash flow to meet these obligations.

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

See Attachment Q for the Projected Five (5) Year Budget for 2021-2025.

REVENUE ASSUMPTIONS

FEFP

Please see Attachment R. FY21 revenue is based on the latest available Revenue Estimating Worksheet.

Title 1

\$250/ student

Capital Outlay

\$712 / student

Food Service Revenue

Food service revenue consist of a combination of full-paid lunches and reimbursement from the National School Lunch Program. Assumes students are 70% full price, 10% reduced, 20% free, with 45% participation at the most recently published rates for the National School Lunch Program.

INSTRUCTIONAL COST ASSUMPTIONS

Salaries

The average teacher salary is budgeted at \$45,000, with an annual increase of 2.0%, one teacher per classroom. Year 3 includes the addition of three ESE specialists and three teacher aids.

Payroll taxes

Social security and Medicare are calculated at 7.65%. Unemployment is calculated at .5%. Workers compensation is calculated at .8% for educational staff.

Health Insurance

The budget is based on a premium of \$250 per month per employee.

Professional, Technical Services

Services provided primarily in support of IEP's, such as OT/PT, speech therapy, etc. as well as the educational management system Renweb. These are based on historical costs.

Other Purchased Services

These include the cost of uniforms and school events.

Supplies

Budgeted at \$25 per student and \$500 per new classroom.

Textbooks

Budgeted at \$100 per student.

Travel/training

Budgeted at \$250 per teacher.

SCHOOL ADMINISTRATION

Salaries

One Principal budgeted at \$80,000, Assistant Principal at \$40,000, Registrar at \$20,000, Business Manager at \$40,000, Marketing at \$15,000, and Receptionists at \$25,000.

Payroll taxes

Social security and Medicare are calculated at 7.65%. Unemployment is calculated at .5%. Workers compensation is calculated at .8% for educational staff.

Health Insurance

The budget is based on a premium of \$250 per month per employee.

Professional, Technical Services

Management fee of 12%.

FISCAL SERVICES ASSUMPTIONS

Contracted Services – Finance

Includes contracted accounting and auditing services.

District Fee

5% of FEFP, capped at 250 students

FOOD SERVICES ASSUMPTIONS

Contracted Services

Assumes meal cost of \$275 per FTE

Salaries

Two part-time cafeteria workers.

Payroll taxes

Social security and Medicare are calculated at 7.65%. Unemployment is calculated at .5%. Workers compensation is 1.82% for food service.

Health Insurance

The budget is based on a premium of \$250 per month per employee.

TRANSPORTATION

Based on the annual contract with Maranata Bus Service.

OPERATIONS OF PLANT ASSUMPTIONS

Salaries

Salaries include two custodians and one school safety officer.

Payroll taxes

Social security and Medicare are calculated at 7.65%. Unemployment is calculated at .5%. Workers compensation is 1.82% for custodial.

Health Insurance

The budget is based on a premium of \$250 per month per employee.

The remaining line items are small and self-explanatory.

Attachments

Section 2: FINANCIAL VIABILITY

– No Attachments –

ORGANIZATIONAL PERFORMANCE

1. STUDENT ENROLLMENT AND CONDUCT

Section Evaluation

Final Rating

Partially Meets the Standard Sean Brown, 11/20/19

Partially Meets the Standard

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

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

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

Though there has been fluctuation in enrollment numbers yearly. Such fluctuations are not significantly lower than that of what was projected in the charter application. Essentially, on average, actual enrollment has been slightly lower than projected enrollment. This fluctuation is also noted in grade level projections; with projections either exceeding actual or is slightly lower than that of what was projected.

Since this synopsis does not fully agree to a consistent pattern, the school has implemented measures to aide with marketing. Such measures include:

1. Hired a marketing director to not only oversee the school's social media accounts and website marketing protocols, but to partner with local community agencies and businesses such as local day cares to provide face-face interaction with information regarding the school.
2. Purchased a website and marketing digital software to monitor feedback and receipt of any student interest enrollment forms obtained online and transmit those to the school's registrar for follow up.
3. Market the school through Open House meetings starting as early as December.
4. Use a direct mailer system to target residents beyond a five-mile radius.
5. Devise flyers and informational brochures in multiple languages.
6. Partner with neighboring communities to host events using our building at no cost in aides to wide-spread information about the school.
7. Invest in billboard displays within surrounding communities.
8. Provide translation services.
9. Display posters and informational flyers in high traffic areas around the community.
10. Conduct face to face meetings with families in a small setting.
11. Maintain strong community presence in events.

The promotional plan to publicize the school has been designed to reach the entire community and, accordingly, all racial/ethnic groups within it. The School implements a community awareness plan that will target students from area pre- school/VPK's, elementary schools,

communities, and homeowner associations. Presentations will include information about charter school in general and more specifically about the school's curriculum focus and the application procedure. A question and answer sessions will be provided after each presentation.

Provide the demographics of the community the charter school serves.

Championship Academy of Distinction School, is a Title 1 Public Charter School, nestled in the urban, residential, Hillcrest community of Hollywood, Florida. It is located in the Zip code of 33021. The community has a population of 45, 921. The racial makeup of this of this community shows the following: White, 77.8%; Blacks, 12.5%; American Indians, .2%; Asian, 2.5; Hawaiian, 0.1%; Other Races, 2.9%.

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

Pursuant to Section 1022.33(10) (b), the School shall enroll an eligible student who submits a timely application unless the number of applications exceeds the capacity of a program, class, grade level or building. In the event that the applications exceed capacity, the school in accordance with 1002.33(10) (d), may give enrollment preference to the following populations:

Students who are siblings of a student enrolled in the school

Students who are children of a board member of the school

Students who are children of a school staff member

Students who are the children of an active-duty member of any branch of the United States Armed Forces

The remainder of the student stations shall be filled through a random lottery subject to the racial/ethnic balance provisions required by law. All students in the lottery not enrolled will be assigned a waiting list number should student seats become available or capacity increases. The school will comply with the recent changes to Florida law which are identified in Florida Statutes 1002.20 (6) (a).

The School will not request any information related to whether a student is considered ESE or ESOL until after the student has been accepted in the School.

The School will not discriminate on the basis of race, religion, national or ethnic origin, or exceptionality in the admission of students. Staff at the School will accommodate the needs of students enrolled at the school to ensure a positive learning experience.

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

School safety and security is a top priority for Championship Academy of Distinction Elementary. The development and implementation of a safety plan promotes the safety and security of the students, staff, and families/community. The school has completed its annual Florida Safe School Assessment, adopted an Active Assailant Plan, a Mental Health Plan, devised its Threat Assessment Team, has a School Safety Officer on staff along with a floating SSO, just to name a few of the requirements outlined by H.B. 7026 AND 7030 which the school has met. The school's mission addresses safety as a foundational pillar, ranking it as a high regard and priority for its Board, management and leadership team. The School's safety plan includes the following

Access Control: the school has limited the access into the school, requiring visitors to sign in, requiring all volunteers to be approved volunteers, maintaining gates locked during school hours, establishing single points of entry. The school has the Raptor system in place to scan all visitors as well as a buzzer system in place used for entry for all visitors. The main office is the only entry to the school with all parameter gates locked.

Emergency Equipment: the school has maintained working equipment such as two way radios, backup systems, public announcement systems, ensuring emergency supplies are available, maintaining school emergency kits. The school's SSO maintains these items in a safe, locked location onsite.

Training: Administrators, teachers, and staff must be trained to recognize and respond to emergencies. The school partners with Dynamic Integrated Security to provide all staff trainings on emergency and crisis management.

Communication and notifications: the school has a code system in place used by BCPS to identify emergencies. All emergencies, when appropriate are communicated to stakeholders through: parent links, emails, phone calls

Coordination: administration coordinates with local law enforcement and other agencies to develop a plan in the event of an emergency. This coordination is evident in the school's completed FSSAT.

Needs Assessment: develops policies specific to the school-level needs and implement timeline and action plans to address these needs. The school has hired a maintenance supervisor to spearhead the completion of these tasks.

School-Emergency Management and Recovery Plan - The School implements a School-Wide Safety and Emergency Plan that aims to prepare all staff for unanticipated events including but not limited to: medical, fire, hazardous, weather, security, broken pipes, etc. Staff members are trained on these plans before the start of school; and refreshers trainings are ongoing.

All classrooms are equipped with call buttons through a PA system. This is one means to which teachers can reach the front office in cases of emergencies. Teachers also have portable radios as a means for communication back up. Emergency evacuation maps are posted in all classrooms and main areas. Emergency drills are conducted at least once a month. Evacuation zones and meeting points are clearly labeled and identified. The school also has designated Safer Listener Zones.

In the event of a localized emergency that affects the School, the Board has implemented in the School Handbook for Emergency and Crisis Management processes for communicating with all parents and for addressing the main areas of prevention, protection, mitigation, response, and recovery. The plan details actions that must take place before, during, and after each emergency situation.

Attachments

Section 1: STUDENT ENROLLMENT AND CONDUCT

– No Attachments –

2. FACILITIES

Section Evaluation

Meets the Standard Victoria Stanford, 11/26/19

Final Rating

Meets the Standard

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

The charter fully abides by F.S. § 1002.33 (18)denoting full compliance with all applicable laws and codes as well as the State Requirements for Educational Facilities of the Florida Building Code. Additionally, the facility complies with standards established by the Florida Fire Prevention Code, pursuant to s. 633.208, Scope of the State Requirement for Educational Facilities under the K-20 Florida Education Code and OSHA – Occupational Safety and Health Administration.

The building is leased through Tobin Properties who assists with the oversight of managing and maintaining the facility to meet applicable building codes and requirements. The management company provides funding for building enhancements and expansions in conjunction with the funds provided through Capital Outlay. The Certificate of Occupancy is current.

The following provides an overview of the measures the school takes to ensure its facility meets full compliance status:

Americans with Disability Act Accessibility Guidelines

The school ensure that its building is accessible to persons with disabilities. For example, parking spaces are allocated for disabled parking, entrances and exits meets standard sizing requirements, hardware in place is gripped tightly with appropriate levers on doors, faucets and sinks have adequate clearance and spacing and entrances, exits, classrooms, and hallways are accessible by wheelchairs.

Maintaining Safe Entrances and Exits

A clear pathway is maintained for all entrances and exits and are labeled. Doors are checked and serviced consistently to prevent restriction of entering and exiting.

Fire Alarm System

The school conducts frequent servicing and maintenance of the fire alarm system to meet ADAAG requirements. This system does not only allow for an audible signal in the event there is a fire emergency but also has strobe light to allow for visual signaling.

Energy Efficiency and Air Quality Control

The school's AC unit is serviced and maintained by Johnson Controls to meet all requirements covered under this domain.

Integrated Pest Management

The school utilizes this environmentally sensitive approach in efforts to balance the risks between pests and application of pesticides to achieve long-term pest suppression when handling pest control. The school outsources this service.

Maintenance and Repair

The school consistently employs measures to ensure maximum upkeep of the facility in all facets of the building from roofing, to electrical repairs, floors, windows, plumbing, fixture of furniture, resurfacing parking lots, walk ways etc. to remodeling and renovating. The school has a checks and balances system in place spearheaded by the management company, director of maintenance and the governing body.

Educational Facilities

The facility primarily services the educational community which it serves. The location house two Championship schools with MSIDs 5215 and 5361.

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

The charter school complies with all applicable health and safety laws. The schools collect and analyzes information from reports obtained from the Department of Health School Health Services Program to help drive best practices in this area. The school has been inspected by the Department of Health with no violations noted. This is typically the trend with such inspections. The school does not have a nurse on staff, but if the need arises to do so, the service will be contracted through Venture Design. Additionally, the school provides age appropriate health screening such as: vision, hearing, BMI and scoliosis 90p-k through 00kmthe aforementioned company.

Basic school health services, mandated by the School Health Services Act, section 381.0056, F.S., are provided to all students in Florida public schools, to include Championship Academy of Distinction. Further to this, section 1002.33 (9) (e), Florida Statute, Charter School Requirements, states, - "A charter school shall meet all applicable state and local health, safety, and civil rights requirements."

C.A.D adheres to this section along with the subsequent section 1002.20 (3), F.S. Health Issues. Some examples of this are described below:

School Entry Health Examination and Immunizations

The school's registrar checks each applicant Registration Packet thoroughly to ensure full compliance to include a student's health record. Based on analysis of supporting documents, such as immunization records and physicals, a student may not meet the age appropriate health screening requirements. The school will then provide the parent with resources and information on how to proceed with fulfilling the requirement/s. A physical is needed that is for students entering grades kindergarten through fifth.

Inhaler Use

The school establishes the policy that students whose parent and physician provide an approval may carry a metered dose inhaler on their person.

Epinephrine Pen

A student who has a life-threatening illness or is at risk for such is allowed to carry an auto injector, self-administer epinephrine pen once physician and parental approval have been obtained by the school.

Medication Administration

At least three designees have been identified and participated in the district's Medication Administration Training.

Labeling of Medicinal Drug

All prescribed medication kept at the school will be verified for correct labeling with the following:

- name and address of the pharmacy
- date of dispensing
- serial/medication number
- name of the patient
- name of the prescriber
- name of the drug
- directions for use
- expiration date

Child Abuse, Abandonment, and Neglect Policy

The school has established such policy under Section 1006.061. The school has an appointed Child Abuse Designee. All faculty and staff participate in the DCF Child Abuse Training.

Mental Health

The school has a school counselor who is designated to handle issues related to mental health. The school also partners with Chrysalis to provide therapy services to students and families.

Suicide

The school partners with Henderson to refer students who pose to be a threat to themselves.

Safety Laws

The school uses the mandates from the State such as H.B. 7026, H.B. 7030 and the Marjory Stoneman Douglas High School Public Safety Act as defined by the Office of Safe Schools to meet safety requirements. Furthermore, the school adheres to F.F. 1006- Student Discipline and School Safety.

The school has a school safety officer who was successfully trained through the Coach Aaron

Feis Guardian Program. All electronic devices owned by the school has the FortifyFL application and is promoted to parents and students through the school's monthly newsletters. The school completes its FSSAT annually with the input from various stakeholder groups to include law enforcement, local fire department, maintenance team, etc. The school has a threat assessment team in place; receiving ongoing district training. The school has adopted the district's Mental Health Plan.

The school adopts and utilizes the district's anti bullying plan. This is also a focal theme in embedded in the school's character education program. The school-wide behavior system promotes high emphasis on character traits to instill qualities of being good citizens and leaders.

Attachments

Section 2: FACILITIES

– No Attachments –

3. GOVERNANCE, STAFF AND PARENTS

Section Evaluation

Meets the Standard Khandia Pinkney, 11/6/19

Partially Meets the Standard Maria Yen, 11/14/19

Meets the Standard Aneatra King, 11/22/19

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

Meets the Standard Brenda Santiago, 12/2/19

Final Rating

Meets the Standard

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

The Governing Board is the ultimate policy making body with the responsibility of operation and oversight of the school to include monitoring and reporting the educational success of the school; adhering to the Sunshine Law per Florida Statue 1002.33916) (a). Members of the Governing Body comply with all training requirements as stipulated by the Sponsor as well as applicable state laws as evidenced by Attachment U. The Governing Board leads and governs the organization ensuring that the charter is implemented as submitted to the sponsor. To effectively do this, governing board meetings are held at least once per quarter and in the interim as needed. Such board meetings are driven by quarterly agendas and checklists devised a head of time to cover all compliance areas. Stakeholders responsible for daily operations and other compliance areas prepare reports to present at these meetings. Some examples of these stakeholders are: principal, business manager, marketing coordinator, accounting specialist/auditor, ESP representative etc. Accurate minutes are taken after each meeting and reviewed by each appropriate designee. In addition to these quarterly reports, the ESP presents a monthly summary

of compliance operations to the Board after liaising with the principal and based on her in-school observations and evaluations. The principal has an open line of communication with the board and informs them of any critical on-site incidents, employee termination, building/infrastructure concerns, or any other matters deemed serious. Likewise, the principal, seeks feedback from the Board as does the ESP in efforts to collaboratively make decisions in the best interest of the school. Charter Tools benchmarks completion are discussed at Board meetings and evidence of timely, accurate submission is provided to the Board. The board is comprised of community members, and parents.

The school understands that delineating clear roles between the Board, ESP, and principal are important factors in contributing to successful execution of the charter. The board contracts the ESP. These roles are briefly defined below:

The Governing Board contracts with the Education Service Provider (ESP) to manage the daytoday operations of the School.

The Board will approve the school's budget.

The ESP reports to the Governing Board. The ESP's role is to assist the Governing Board in carrying out the terms of the charter and the ongoing decisions made by the Governing Board.

The school principal will be an employee of the Board and will be selected by the Governing Board. The principal reports to the governing board and is evaluated by the governing board.

The School Principal is responsible for managing all school faculty and staff.

Governing Board selects a representative pursuant to F.S. 1002.33 (9) (p) (2).

Lastly, the governing board completes annual self-assessments and used data derived from these assessments to make ongoing decisions in the best interest of the well-being of the school.

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

The board uses a "New Board Member Checklist" when new board members are elected. To allow for proper checks and balances, at least two board members have to sign off on the completion of the checklist and provide evidence dated to support each indicator on the checklist. The checklist is maintained on file in the school. Also, training requirements and security clearance documentation are benchmarks on Charter Tools. Additionally, the fingerprint report is pulled quarterly from Field Print by the business manager and cross referenced with the staff roster to include board members.

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

The Board adheres to the Sunshine Law and all other applicable laws and policies. The Board is committed to meeting the success of the school. Meetings of the Board shall be held at least quarterly and are published on the school's website denoting meeting dates, times and location for each quarter throughout the year. All meetings are noticed, open, and accessible to the public. Meeting notices are posted around the school building to include the front office, on the school's social media, website, sent via email, parent link, and in monthly newsletters when applicable. All Board meetings are held within the school district and the principal attends all meetings along with the ESP, business manager, book-keeper/auditor, maintenance coordinator and IMT/registrar. Meeting minutes are made available to the public.

During board meetings the Board will be presented with information regarding the School's monthly financial expenditures, enrollment, personnel issues and changes, facility updates, students and teacher performance, stakeholder survey feedback and any additional issues related to the school at the time of the meeting.

The school complies with Florida's Public Records Law, Chapter 119, Florida Statutes and provide public access to public records. Florida Statute 119.001(12) defines all "documents, papers, letters, maps, books, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission," as public records.

Student records are maintained in a limited access area and are locked at all times. As per the Florida Statutes, Chapter 119, all permanent or archival records will be kept in a secured locked, fireproof and waterproof cabinet or room convenient for use. Access to the records are confined to required school personnel. The School complies with all provisions of the Family Educational Rights and Privacy Act (FERPA), IDEA and other applicable state and federal regulations regarding the establishment, maintenance and disposal of student records. Accordingly, records shall not be made available to anyone outside the school except in accordance with the FERPA and state guidelines for public records or in the event of a lawful court order. Records shall be made available to district staff for the purpose of monitoring and oversight.

A system for recording the date, time and name of any person who has accessed student records, including the temporarily removal is in place. In addition, backup copies of all electronic records are stored on servers with additional off site, secure backups. Student records are official and, as stated above, confidential documents protected by Florida Statute 1002.22 and the Federal Family Educational Rights and Privacy Act (FERPA) and will be treated as such.

Additionally, Board members and employees are required to adhere to The Code of Ethics of the Education Professional in Florida as defined in State Board of Education Rule 6B-10.081, FAC.

The Bylaws require Board members to clearly identify potential conflicts of interests, including contractual, employment, and personal or familial financial interests. Board members are informed of the Board's adopted conflict of interest policy when appointed to the Board and provided with the form "Board Disclosure Information to Determine Possible Areas of Ethical Conflict" to complete.

The undertakings of the Board are a public trust, which creates a fiduciary duty between the Board, employees, and the public. The Board has duty of loyalty and fidelity and the responsibility of conducting the affairs of Board honestly and wisely. The Board shall exercise the utmost good faith in their duties, and they shall not inappropriately benefit or utilize this public trust.

1. Employment/Staffing

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

The school understands that high student achievement is closely linked to the quality of instruction they receive. Therefore, the school implements a rigid process for selecting instructional staff to meet state and federal qualifications. All teachers will hold current Florida Teaching certificates and be placed on out of field waivers, when necessary.

The Principal devises an interview committee, which may include already hired staff members Board members, or volunteers associated with the school to assist with the interviewing process and to provide multiple opinions and feedback on potential candidates. Once applications are

received, the interview committee will independently each application. Rankings are based on the applicant meeting the criteria identified by the interview committee per the position available. The higher ranking applicants are invited for an interview whereby interviews are ranked too by the said committee. The highest ranking candidates for each position will be presented with an offer of employment. Upon acceptance of the offer of employment, the candidate will undergo and be required to meet BCPS's requirements for fingerprinting, drug screening and background checks prior to commencing employment.

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

The charter school used the Florida Consortium of Public Charter Schools Evaluation Tool for teacher and administrator evaluations which meets the requirements under F.S. 1012.34 - Personnel Evaluation Procedures and Criteria. The tool utilizes the Florida Educator Accomplished Practices to elicit one of four overall performance ratings: highly effective, effective, needs improvement, developing, or unsatisfactory. The overall performance rating is based on three criteria:

1. Performance of Students
2. Instructional Practices
3. Professional and Job Responsibilities

The tool is broken up under the following core sections with each section having its own independent indicators:

1. Instructional Design and Lesson Planning
2. The Learning Environment
3. Instructional Delivery and Facilitation
4. Assessment
5. Continuous Professional Improvement
6. Professional Responsibility and Ethical Conduct

The maximum score per indicator is four. An aggregate score per section ranges anywhere between 24 and 48 points.

The school principal conducts at least two formal evaluations on teachers, annually. Data is aggregated from each evaluation and teacher feedback to drive the professional development offerings, and curriculum used by the school. VAM data as well as student performance data for Kinder- 2nd grade is used to generate a score/rating for student performance.

The tool also has an Informal Walk-Through piece which does not serve as an evaluative tool as a score is not generated once completed. This tools mirrors the formal evaluation tool which uses symbols to dictate if areas observed are: met, not met, or not observed.

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

The school's pay for performance plan is the same as uploaded in to Charter Tools as an October benchmark.

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

The first portion of the charter school's mission addresses building interpersonal relationship with parents. The school holds parents as a key component to its success and operations and values

their partnerships with the school. Constant efforts to garner parent feedback is ongoing and supported through effective implementation of changes or modifications made based on this. The school has implemented a multitude of strategies to effectively engage parents as described below:

Parent Contract: upon registration of each student, parent sign a parent contract outlining their roles and responsibility in efforts to consistently partner and support the school's mission. The contract outlines the requirements for volunteer hours to which parents are recommended to complete before the school year ends. Volunteer hours open a means for parents to be actively engaged on the school grounds to support the duties and daily operations. It provides a way for teachers, parents, staff and administrators to work cohesively in a direct manner.

Opportunities for Parental Involvement and Engagement: the school offers multiple offerings for parents to be actively engaged in the school taking into consideration foreseeable barriers such as work schedule, lack of transportation, varying skillset or expertise, and child care. In understanding such barriers, the school has extended these opportunities outside of school hours and in some cases on weekends. Parents and families who work during the day, can volunteer at after school events, in before care, and on weekends for extended learning opportunities provided by the school, extracurricular activities to include sports, guest speaker/s at school assemblies, adopting a hallway or bulletin board, being a member of the school's PTSA, attending board meetings, and any other event/activity that arises. The school hosts monthly parent workshops that aligns with the goals of the educational program design.

Multiple Methods of Communication: consistent communication between the school and parents are important and will ultimately drive the level of parental engagement present within the school. The school sends communication as best as it can be using the three top languages. Communication methods include but is not limited to: email, parent links, flyers, newsletters, billboards, school's website, social media, class dojo, signage around the school.

Proactive Board Members: our board members are actively engaged with parents, families and the community. Since the board is comprised of parent/s, it makes it easier for fellow parents to buy-in into efforts established by the school to be fully engaged and committed to supporting the school.

Even though increasing parental involvement is a goal of the school, there has been improvement over the years. The school will continue to extend strategies to obtain maximum parental involvement and engagement in all facets of its operations.

Attachments

Section 3: GOVERNANCE, STAFF AND PARENTS

– No Attachments –

ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

Section Evaluation

Attachments Added Rhonda Stephanik, 12/3/19

Final Rating

Attachments Added

Notes for Atttachments

Attachments not noted in the upload section are not applicable to the school.

Attachments referring to Renweb refers the schools information management system

Attachments

Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1.1	<u>Attachment B 5 Year Comparison</u>	Guthrie, Savitria, 11/2/19 3:13 AM	PDF / 319.888 KB
1.2	<u>Attachment D AMO Standards</u>	Guthrie, Savitria, 11/2/19 3:12 AM	PDF / 85.688 KB
1.3	<u>Attachment E FLDOE School Grade ELA-5361_AchievementLevel (2)</u>	Guthrie, Savitria, 11/2/19 3:12 AM	PDF / 41.03 KB
1.4	<u>Attachment E FLDOE School Grade ELA-5361-LGains</u>	Guthrie, Savitria, 11/2/19 3:11 AM	PDF / 42.208 KB
1.5	<u>Attachment E FLDOE School Grade Math-5361_AchivementLevel</u>	Guthrie, Savitria, 11/2/19 3:11 AM	PDF / 41.047 KB
1.6	<u>Attachment E FLDOE School Grade Math-5361-LGains</u>	Guthrie, Savitria, 11/2/19 3:11 AM	PDF / 42.214 KB
1.7	<u>Attachment E FLDOE School Grade Science-5361_AchievementLevel</u>	Guthrie, Savitria, 11/2/19 3:10 AM	PDF / 41.012 KB
1.8	<u>Attachment E FLDOE School Grade Table1.2-SchoolGrade (2)</u>	Guthrie, Savitria, 11/2/19 3:10 AM	PDF / 51.612 KB

1.9	<u>Attachment E FLDOE School Grade Table1.3-POpulationComparison</u>	Guthrie, Savitria, 11/2/19 3:09 AM	PNG / 95.289 KB
1.10	<u>Attachment E Table1.3-POpulationComparison</u>	Guthrie, Savitria, 11/2/19 3:09 AM	PNG / 95.289 KB
1.11	<u>Attachment F FLDOE Report Card</u>	Guthrie, Savitria, 11/2/19 3:08 AM	PDF / 239.566 KB
1.12	<u>Attachment G Lowest 300 Survey 2014</u>	Guthrie, Savitria, 11/2/19 3:02 AM	PDF / 273.573 KB
1.13	<u>Attachment H Early Warning System Category C</u>	Guthrie, Savitria, 11/2/19 2:58 AM	XLSX / 10.199 KB
1.14	<u>Attachment H Early Warning System Category B</u>	Guthrie, Savitria, 11/2/19 2:58 AM	XLSX / 17.301 KB
1.15	<u>Attachment H Early Warning System Category A</u>	Guthrie, Savitria, 11/2/19 2:58 AM	XLSX / 55.317 KB
1.16	<u>Attachment I AP3 Data Cpmarison</u>	Guthrie, Savitria, 11/2/19 2:57 AM	PDF / 403.332 KB
1.17	<u>Attachment I BAS AP1 & AP3 Comparison Hollywood (1)</u>	Guthrie, Savitria, 11/2/19 2:56 AM	PDF / 428.368 KB
1.18	<u>Attachment I: FAIR PMRN School Report</u>	Guthrie, Savitria, 11/2/19 2:56 AM	PDF / 151.664 KB
1.19	<u>Attachment I Summary of Progress Monitoring Results PMRN_FAIR_AP1.pdf</u>	Guthrie, Savitria, 11/2/19 2:53 AM	PDF / 153.683 KB
1.20	<u>Attachment L Standardized test Results Table1.1-5YearComparison (1)</u>	Guthrie, Savitria, 11/2/19 2:52 AM	PDF / 319.888 KB
1.21	<u>Attachment L Standardized test Results Table1.1-5YearComparison (1)</u>	Guthrie, Savitria, 11/2/19 2:51 AM	PDF / 319.888 KB
1.22	<u>Attachment N Fixed Asset Schedule</u>	Guthrie, Savitria, 11/2/19 2:20 AM	PDF / 97.966 KB
1.23	<u>Attachment Q Projected Five (5) Year Budget 2021-2025</u>	Guthrie, Savitria, 11/2/19 2:19 AM	XLSX / 39.208 KB
1.24	<u>Attachment R Revenue Estimate Worksheet 2021-2022</u>	Guthrie, Savitria, 11/2/19 2:18 AM	PDF / 180.341 KB
1.25	<u>Attachment S Student Enrollment Report per FTE Records</u>	Guthrie, Savitria, 11/2/19 2:18 AM	PDF / 303.693 KB
1.26	<u>Attachment S Student Enrollment Report per Renweb</u>	Guthrie, Savitria, 11/2/19 2:17 AM	HTML / 105.18 KB
1.27	<u>Attachment T Discipline Reporting.pdf</u>	Guthrie, Savitria, 11/2/19 2:16 AM	PDF / 2.633 MB
	<u>Attachment U Governing Board</u>		

1.28	<u>Member Training Certificate and Fingerprinting Results</u>	Guthrie, Savitria, 11/2/19 2:15 AM	PDF / 625.268 KB
1.29	<u>Attachment U Staffing Report Human Resources</u>	Guthrie, Savitria, 11/2/19 2:15 AM	XLS / 69 KB
1.30	<u>Attachment U Staffing Report Renweb</u>	Guthrie, Savitria, 11/2/19 2:15 AM	HTML / 118.895 KB
1.31	<u>Attachment V Self Certification Audit</u>	Guthrie, Savitria, 11/2/19 2:14 AM	XLS / 68 KB
1.32	<u>Attachment W Parent Newsletter August</u>	Guthrie, Savitria, 11/2/19 2:14 AM	PDF / 803.639 KB
1.33	<u>Attachment W Parent Newsletter November</u>	Guthrie, Savitria, 11/2/19 2:13 AM	PDF / 575.301 KB
1.34	<u>Attachment W Parent Newsletter October</u>	Guthrie, Savitria, 11/2/19 2:13 AM	PDF / 281.696 KB
1.35	<u>Attachment Y Pay for Performance Plan and Salary Documentation Verifying Participation in Approved Plan</u>	Guthrie, Savitria, 11/2/19 2:12 AM	PDF / 71.048 KB

Recommendation

School Name: **Championship Academy Of Distinction At Hollywood**

Primary Contact: **Savitria Guthrie**

Submission Date: **November 2, 2019**

Recommendation Date: **February 3, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

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