



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-4.

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 - Paragon Academy of Technology, Inc. - 5381

**REQUESTED ACTION:**

Approve the Charter School Renewal Agreement for Paragon Academy of Technology, Inc., on behalf of Paragon Academy of Technology - 5381.

**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) Paragon Academy of Technology 5381 ES (3) Paragon Academy of Technology 5381 Renewal Agreement (4) Paragon Academy of Technology 5381 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, 5:37:45 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 Paragon Academy of Technology, Inc., on behalf of Paragon Academy of Technology – 5381.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Paragon Academy of Technology, Inc., on behalf of Paragon Academy of Technology – 5381, for a five-year period. An Executive Summary is attached which specifies the grounds for the five-year renewal.

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

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



## **Executive Summary**

### **Renewal of Charter School Agreement Paragon Academy of Technology, Inc. Paragon Academy of Technology – 5381**

School Name	Paragon Academy of Technology
Implementation Year	2005 – 2006
Termination Date of Current Charter Agreement	June 30, 2020
Address	502 N. 28 <sup>th</sup> Avenue Cooper City, Florida 33026
Grades Approved to Serve	6 – 12
Grades Currently Serving	6 – 8
Current Enrollment	140
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018-2019	C
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 Paragon Academy of Technology, Inc., to open a charter school named Paragon Academy of Technology – 5381. This contract was effective for ten years and concluded on June 30, 2015.

On June 23, 2015, The School Board of Broward County, Florida, approved a Charter School Renewal Agreement enabling Paragon Academy of Technology, Inc., on behalf of Paragon Academy of Technology – 5381, to renew its contract for a five-year period to conclude on June 30, 2020.

Section 1002.33(7)(c)1, Florida Statutes, states that, “A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented.”

As part of its renewal process for charter schools, The Superintendent’s Charter School Review Committee “Committee” has thoroughly reviewed and analyzed the school’s data and the Renewal Program Review for grades 6-12 submitted by Paragon Academy of Technology, Inc., (Paragon Academy of Technology – 5381). The Committee has determined it meets renewal criteria pursuant to Section 1002.33(7)(c)1, Florida Statutes, and has recommended a renewal of the School’s Charter Agreement for a charter school (grades 6-12).

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Paragon Academy of Technology, Inc., (Paragon Academy of Technology – 5381), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Paragon Academy of Technology – 5381, is located at 502 N. 28<sup>th</sup> Avenue, Hollywood, Florida 33020, which is located in District 4.

The governing board members of Paragon Academy of Technology, Inc., reside in Miami and Broward Counties, Florida.

## **CHARTER SCHOOL RENEWAL AGREEMENT**

9<sup>th</sup> THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the day of June, 2020 by and between:

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

and

PARAGON ACADEMY OF TECHNOLOGY, INC.,  
a Florida not-for-profit organization [hereinafter referred to as "School"],  
and having its principal place of business located at  
502 North 28<sup>th</sup> Avenue, Hollywood, FL 33020.

**WHEREAS**, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a **charter middle and high, grades 6-12** within the school district; and

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

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

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

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

### **ARTICLE 1: RECITALS**

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

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

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

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

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

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

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

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

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

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 as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

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

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

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

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

(b) a failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to, a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) calendar



days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;

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

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

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

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

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

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

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

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



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

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

(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;

(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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.D.2.a: **Notice from the Sponsor; Appeal:** Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) calendar days in advance of the proposed action. The notice shall state in reasonable detail the

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

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

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

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

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

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



to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal:** Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) calendar day-notice or non-renewed in accordance with its terms during the pendency of an appeal in accordance with Section 1002.33(8), Florida Statutes.

Section 2.D.3.a.5: **Immediate Termination – Retrieval of Personal Items by School Personnel:** If the School appeals to the State Board of Education and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to Section 1002.33(8), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3: ACADEMIC ACCOUNTABILITY**

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

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

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

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

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



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

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

Section 3.A.1.c.2: **Additional Initial Year Assessments:** When the Sponsor requires the School to participate in any District-wide assessments during the School's initial year, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments during the School's initial year, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools during its initial year that are educationally relevant, sound and consistent with this Charter.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

development and implementation of any SIP during the following school year as outlined in Rule 6A-1.099827, Florida Administrative Code. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any SIP.

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

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

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

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

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

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

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

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

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

comparative student performance data and information required by Section 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include at least the following information:

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

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

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

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

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

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

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternate Sponsor-approved core reading plan. If the school chooses to opt-out of the Sponsor's K-12 CRRP, it shall provide to the Sponsor an alternative Research-Based Comprehensive Reading Plan in the format required by the Sponsor for review and approval no later than 90 calendar days prior to the first day of school. **The school has not 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 **500** 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 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 1002.33(10), Florida Statutes. Informational meetings will be held by the School to inform interested parents/guardians of the mission of the School, the registration process, and required contractual obligations. The School will provide this information to parents/guardians in English as well as in other languages (e.g., Spanish, Haitian-Creole).

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district. The Sponsor will monitor the School for ESE compliance with applicable federal, state and local policies and procedures.

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

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

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



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

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

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

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

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



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

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

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

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

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

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

## **ARTICLE 5: FINANCIAL ACCOUNTABILITY**

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

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

Section 5.A.1.a: **Retention of Attendance Records:** The School will retain the records documenting students' attendance, absences, and tardiness as required by applicable laws. These documents may include, but not limited to, teachers' daily attendance records, the absentee record, documentation of any changes to the absentee record, absentee slips, and any electronic absentee records. These records should be retained for three (3) fiscal years or until all applicable FTE audits have been released.

Section 5.A.2: **Distribution of Funds Schedule:** The Sponsor shall disperse the funds specified in this Article to the School in a timely and efficient manner. Timely distribution of funds to the School shall begin in July 2020 on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor shall pay the School one-twelfth of the available funds less administrative fee as defined in Section 1002.33(20)(a), Florida Statutes within ten (10) business days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) business days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) business day period until such time as the payment is made.

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

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



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

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

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

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

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

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

Section 5.A.7: **Federal Funding:** In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g., approved free-and-reduced price meal applications) from the School, to provide the School with



equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

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

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

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

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

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

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

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

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

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

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

The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) calendar days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) calendar days after receipt by the School, the School shall



pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

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

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

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

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

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

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

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

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

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

Section 5.G: **Maintenance of Funds:** Federal, state, and local funds shall be maintained by the School according to existing federal and state mandates and practices including,



without limitation, any FEFP Guidelines pursuant to 1011.62, Florida Statutes. Separate funds and bank accounts shall be maintained where required for federal funds and state and local funds.

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

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

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

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

Section 5.K: **Evidence of Start-Up Funding:** Except for instances in which an existing Charter is renewed, the School provide to the Sponsor evidence of sufficient funds for start-up

costs no later than 90 calendar days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

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

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

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

Section 5.N.1: **Annual Financial Audit: Distribution of Copies:** The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's Governing Board during an exit interview conducted within seven (7) business days of the conclusion of the audit. Within fourteen (14) business days of the exit

interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the FLDOE. If the audited financial statements reflect a deficit financial position, the auditor is required to notify the School's Governing Board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to Section 218.39(1) and (8), Florida Statutes.

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

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

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

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

Section 5.P.1: **Financial Recovery Plans:** If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a detailed Financial Recovery Plan with the Sponsor within thirty (30) calendar days after receipt of



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

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

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

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



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

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

## **ARTICLE 6: FACILITIES**

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

Section 6.A.1: **Facility Location:** The School will be located at: 502 N. 28<sup>th</sup> Avenue, Hollywood, FL 33020. In the alternative, the School may submit a written request to Sponsor no less than sixty (60) calendar days before the initial opening day of classes to elect to use Year One (1) of this Charter as a planning year provided that the School has not already utilized a planning year subsequent to the approval of its application. If the first year of this Charter is used as a planning year, the School shall secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than May 1 prior to the start of the school year following the conclusion of the planning year. If the School fails to satisfy the requirement to provide such evidence by May 1 of the planning year, then this Charter will automatically expire without any notice, hearing, right to appeal or further action required of the Sponsor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 7: TRANSPORTATION**

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

Section 7.B: **Cooperation between Sponsor and School:** The School agrees that transportation shall not be a barrier to equal access for any student in the attendance zone established by the Sponsor from time to time residing within a reasonable distance of the School



as determined by the School's transportation plan. The School may contract with the Sponsor for student transportation services or with a Sponsor-approved private transportation firm. If the School contracts with a Sponsor-approved private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.G: **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter (a Third Party Claim) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the

School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third-Party Claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 9: GOVERNANCE**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.E: **The Sunshine Law:** To ensure that parents/guardians will have ready access to the governance of the School, meetings of the Governing Board will be open

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

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

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

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal must be current, at all times, and the Sponsor shall be notified immediately of any changes. The procedures for the replacement of Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator shall also be fingerprinted at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes, within ten (10) calendar days of their appointment and, if initial members of the Governing Board, prior to approval of this Charter. Any person serving in any capacity with the

School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of fingerprints are the sole responsibility of the School. The School agrees that new Governing Board Members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential Governing Board Members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint Governing Board Members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person to serve on its Governing Board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

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

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

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. In compliance with those requirements, the School's teachers shall be certified and teaching infield and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with ESSA requirements, all teachers in core academic areas must be certified and highly qualified based on Florida Statutes and highly qualified as redefined by ESSA. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) calendar days of employment.

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

Section 11.D.2: **Teachers Assigned to Teach Out-of-Field:** Per Section 1012.42, Florida Statutes, the School shall notify parents of all students in the classroom of any teacher assigned a course or student population for which the teacher is not appropriately certified. The School shall also obtain Governing Board approval for all teachers assigned to teach out-of-field



and must ensure the appropriate out-of-field training is completed each school year per Rule 6A-1.0503, Florida Administrative Code.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14.A: **Impossibility:** Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's

control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

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

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

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

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

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

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

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

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



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

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

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

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

THE SCHOOL: Paragon Academy of Technology, Inc.  
502 N. 28<sup>th</sup> Avenue  
Hollywood, FL 33020

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

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

Section 14.L: **Authority:** Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party

for whom he or she signs and to bind and obligate such party with respect to all provisions contained in this Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR THE SCHOOL

(Corporate Seal)

Paragon Academy of Technology, Inc.

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

Secretary

- or -

[Signature]  
Witness

by: [Signature] \_\_\_\_\_

Name and Title

Dr. Jack Rosenzweig, President of the Board

\_\_\_\_\_  
Witness

STATE OF Florida

COUNTY OF Broward

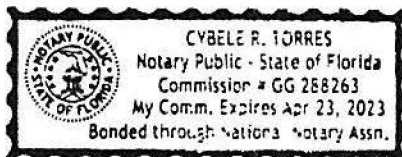
The foregoing instrument was acknowledged before me this 7 day of May, 2020 by  
Dr. Jack Rosenzweig \_\_\_\_\_  
Name of Person on behalf of the Governing Entity  
Paragon Academy of Technology Governing Board  
of \_\_\_\_\_  
Name of Governing Entity (Not for Profit)

He/She took an oath and is personally known to me or has produced \_\_\_\_\_ as  
identification.

My commission expires:

(SEAL)

My commission expires:



Cybele R. Torres  
Signature – Notary Public

Cybele R. Torres  
Printed Name of Notary Public



FOR THE SPONSOR

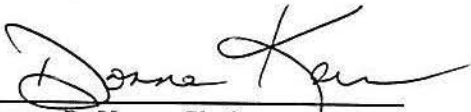
(Corporate Seal)

ATTEST:

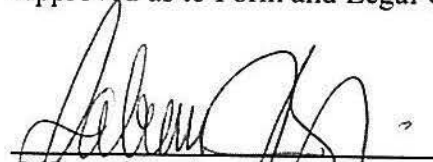


Robert W. Runcie  
Superintendent of Schools

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 #000451**

**Paragon Academy of Technology**

**Location Code: 5381**

**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:**

STEVEN MONTES  
502 N. 28th Avenue Hollywood, Florida 33020

# **Table Of Contents**

## **General**

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

## **CHARTER SCHOOL RENEWAL INSTRUCTIONS**

- 1. CHARTER SCHOOL RENEWAL INSTRUCTIONS**

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

- 1. COVER SHEET**

## **SECTION BREAKDOWN**

- 1. SECTION BREAKDOWN**

## **EXECUTIVE SUMMARY**

- 1. Executive Summary**

## **EDUCATIONAL PERFORMANCE**

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

## **FINANCIAL PERFORMANCE**

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

## **ORGANIZATIONAL PERFORMANCE**

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

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

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



# GENERAL

## A. School Information

School Type: Middle / High  
 Grade Levels: [6, 7, 8, 9, 10, 11, 12]  
 School District: BROWARD  
 Neighborhood / Community: North Central Hollywood Civic Association  
 Organization Type: Non-profit Corporation  
 Sponsoring Entity: Non-profit Organization  
 Address: 502 N 28TH AVENUE Hollywood, Florida 33020  
 Phone: (954) 925-0155  
 Fax: (954) 925-0209  
 Web Site: www.sunpatcharter.com  
 Calendar Type: Standard - 180 instructional days  
 Educational Service: (None)  
 Provider:

## B. Primary Contact Person

Name: STEVEN MONTES  
 Mailing Address: 502 N. 28th Avenue Hollywood, Florida 33020  
 Mobile Phone: 9544157418  
 Alternate Phone: 9549250155  
 Email: DRMONTES@PATSECS.NET  
 Current Employer: Paragon Academy of Technology, Inc.

## C. Attendance Projections

Grade Level	2005-6 Enrollment		2006-7 Enrollment		2007-8 Enrollment		2008-9 Enrollment		2009-10 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
6	40	44	40	44	40	44	40	44	40	44
7	40	44	40	44	40	44	40	44	40	44
8	40	44	40	44	40	44	40	44	40	44
9										
10										
11										
12										
<b>Total</b>	<b>120</b>	<b>132</b>	<b>120</b>	<b>132</b>	<b>120</b>	<b>132</b>	<b>120</b>	<b>132</b>	<b>120</b>	<b>132</b>

## D. Board Members

Name	Title	Contact Information	Current Employer
------	-------	---------------------	------------------

Carpenter, Thomas	Board Chairperson	P: (954) 925-0155 M: E: tcarpenter@sunpatcharter.com	Paragon Academy of Technology, Inc.
MONTES, STEVEN	Emergency Contact	P: 9549250155 M: 9544157418 E: DRMONTES@PATSECS.NET	
Rosenzweig, Jack	Board Vice Chairperson	P: (954) 925-0155 M: E: jRosenzweig@sunpatcharter.com	
URMAN, GALINA	Board Member	P: 954.925.0155 M: E: GURMAN@SUNPATCHARTER.COM	
Urman, Galina	Board Secretary	P: (954) 925-0155 M: E: galina@urmanlawgroup.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

Text 1

### 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**

NAME OF CHARTER SCHOOL SEEKING RENEWAL: PARAGON ACADEMY OF TECHNOLOGY, INC.

CHARTER SCHOOL LOCATION NUMBER: 5381 GRADES SERVED: 6-8 DATE: 08/28/2019

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

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

NAME OF NON-PROFIT: PARAGON ACADEMY OF TECHNOLOGY, INC.

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

NAME OF CONTACT PERSON: DR. STEVEN MONTES

TITLE/RELATIONSHIP TO NON-PROFIT: PRINCIPAL/EXECUTIVE DIRECTOR

MAILING ADDRESS: 502 N. 28<sup>TH</sup> AVENUE, HOLLYWOOD, FL 33020



PRIMARY TELEPHONE: (954) 925-0155

ALTERNATE TELEPHONE: (954) 415-7418

E-MAIL ADDRESS: DRMONTES@PATSECS.NET

NAME OF EDUCATION SERVICE PROVIDER (if any): NA

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

DR. STEVEN MONTES

PRINCIPAL/EXECUTIVE DIRECTOR

*Printed Name*

*Position/Title*

DR. STEVEN MONTES

08/28/2019

*Signature*

*Date*

## Attachments

### Section 1: COVER SHEET

– No Attachments –

# SECTION BREAKDOWN

## 1. SECTION BREAKDOWN

### Section Evaluation

– *Not Rated* –

– *No Final Rating* –

See Below...

### Attachments

#### Section 1: SECTION BREAKDOWN

– No Attachments –

# EXECUTIVE SUMMARY

## 1. Executive Summary

### Section Evaluation

### Final Rating

Complete Allisyn Axelrod, 11/12/19

Complete Donna Haynes, 12/2/19

Complete Reynaldo Tunnermann, 11/18/19

Complete Sean Brown, 11/19/19

Complete Cecilia Zereceda, 11/19/19

Complete Lourdes Panizo, 11/21/19

Complete Detra Adams, 11/19/19

Complete Kim Punzi-Elabiary, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Rhonda Stephanik, 11/21/19

Complete Adam Iarussi, 11/21/19

Complete Celia Jimenez, 11/22/19

Complete Celina Chavez, 11/25/19

Complete David Shelley, 11/25/19

Complete Leyda Sotolongo, 11/25/19

Complete Louise Ball, 11/25/19

Complete Matt Schroeder, 11/25/19

Complete Debbie-Ann Scott, 11/25/19

Complete Marilyn Johnson, 11/26/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete

**Paragon Academy of Technology, Inc. (PAT)** is a tuition-free, open enrollment public charter school. PAT is a Florida nonprofit corporation and 501(c)(3) tax-exempt organization. PAT was incorporated on August 25, 2004 and opened in the fall of 2005 as a middle school serving 55 students in grades 6-8. Sunshine (5400) was incorporated on September 26, 2005 and opened in the fall of 2006 as an elementary school serving 60 beginning students in grades K-3. Paragon and Sunshine have always shared the same campus essentially giving the school a K-12 program. Since 2005, the schools have grown to serve over 450 elementary and middle school students. Paragon began the 2019 school year with 138 students.

## **Charter Contract - Authorizer**

The Schools operate pursuant to a charter school contract between The School Board of Broward County, Florida (Sponsor)

## **Mission**

The mission of Paragon Academy of Technology is to create a safe, stimulating, and nurturing environment that will help students become accomplished readers, writers, and problem solvers. The encouragement of our highly skilled faculty and staff and caring parents helps to foster in our students a fascination with learning and a desire to become responsible contributing members of society.

## **Vision Statement**

- Paragon Academy of Technology and Sunshine Elementary Charter School students will remain actively engaged in the learning process as they acquire the skills and knowledge necessary to become responsible, contributing citizens within the local, state, national, and world community.
- Paragon Academy of Technology and Sunshine Elementary Charter School parents will remain actively involved as advocates for their children and supporters of the school programs and staff.
- Paragon Academy of Technology and Sunshine Elementary Charter School staff members will actively engage all students in the learning process and teach students to become critical thinkers, problem-solvers, and life-long learners.

PAT currently serves students in grades 6-8. However, the school is approved through grade 12. The mission of PAT is to develop in each child the love of learning, the ability to engage in critical thinking, and mastery of the academic building blocks necessary for a successful future. PAT is a dynamic, community-oriented, inclusive school that recognizes and nurtures all human intelligence so that students and staff from varied backgrounds will achieve their full intellectual and social potential. The diversity of this community is one of its greatest attributes. Paragon seeks to honor, celebrate, and embrace this feature for the benefit of all students. The School addresses the diverse academic needs of all learners within an educational framework that aligns standards-based teaching with research-based practice. Teaching and learning models will vary based on individual student's needs, but the standards themselves will remain consistent with Florida Standards.

The School annually implements its educational program as specified in the School's approved application. The School ensures that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and provide specialized instruction for students who



are reading below grade level. The sections contained in this application will identify the instructional strategies and material resources that help Paragon meet this goal.

The founding members of the schools originally hired a management company to administer the school. The management company decided it would be more beneficial to have two charters. The thinking was that, if necessary, one of the schools could relocate to a new campus to provide expansion capabilities for both schools. Over the years, it became more evident that both schools greatly benefitted from existing on the same campus.

In 2008, the original management company sold to another management group. After many discussions, the Board decided to continue with the new management company. However, it soon became evident that the relationship between the school and the company was not mutually beneficial. The Board decided to cancel the management company's contract. In 2009, the schools became self-managed. This decision was an extremely positive move.

In 2011, the schools outgrew their campus. Fortunately, the schools were able to finalize a long-term lease for the currently occupied campus. In the fall of 2011, the schools opened on the newly renovated campus. The enrollment immediately doubled. The landlord agreed to finance a new, eight classroom addition that was completed and occupied to full capacity in the fall of 2012. Plans were started to begin construction on a new building to expand to include a high school. However, the possibility to purchase the property put all plans on hold.

Through all of this exciting growth, Paragon and Sunshine Charter Schools maintained their commitment to helping students achieve individual academic growth. This has been accomplished by following the core philosophies that have helped them succeed academically and financially.

## **Sound Fiscal Management**

Paragon and Sunshine continue to be self-managed. During the past five years, the Administrative team of the school along with guidance from a very involved Governing Board, the school has had an impeccable financial record as evidenced by yearly audits demonstrating good fiscal management. This did not happen overnight. In 2009, the management company, after being dismissed for not complying with the Board's agenda, left the school in a financial crisis. As a result of sound fiscal management practices on the part of the Principal and with guidance from the Board, the school is financially secure with no deficiencies during the past ten years. Recently, Paragon and Sunshine purchased the campus which it was leasing, essentially securing its future in the neighborhood (see documents on file).

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

Paragon's Governing Board and Administration have agreed that a continued focus on its current mission will be maintained – to maintain a safe, stimulating, and nurturing environment that will help students become accomplished readers, writers, and problem solvers.

The Board has also set a goal of having 65% of all students score at Level 3 or Above on FSA in ELA and Mathematics.

Paragon hopes to include grades 9-12 in the near future thereby allowing students to attend classes K-12. Additional facilities will need to be added to accomplish this vision.

## **Attachments**

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

– No Attachments –

# EDUCATIONAL PERFORMANCE

## 1. FEDERAL AND STATE ACCOUNTABILITY

### Section Evaluation

Partially Meets the Standard Adam Iarussi, 11/21/19

Final Rating

Partially Meets the Standard

## Federal and State Accountability

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

**Paragon's plan to increase and/or maintain its Annual Measurable Objectives (AMO) status for the upcoming term of the charter.**

The data will show Paragon has seen much progress in the achievement of Annual Measurable Objectives (AMOs) or *learning gains*, during these past five years. This success has come from continuous monitoring of achievement data, teacher effectiveness, curriculum design, curriculum materials, and support staff abilities. Paragon will continue to monitor these critical areas and make necessary adjustments to ensure that all students find academic success.

Paragon's five-year plan is to continue raising the percent of students achieving at Level 3 and Above on the Florida Standards Assessments (FSA); the Next generation Sunshine State Standards (NGSSS); and the required End-of-Course assessments (EOC). The Governing Board and the school's administration have set the goal that 65% of students in all subgroups will achieve this standard. To reach this goal:

- As in the past, Paragon will investigate and purchase the newest, most effective research-based curriculum materials. During this next five-year period, Paragon will select new ELA materials as well as a new mathematics program. These materials will be selected from Florida's approved list of subject-area materials found on the Florida School Book Depository's website.
- Paragon will also continue to use supplementary materials and online programs to reinforce and enhance grade-level skills. These materials and programs include Triumph's very effective "Practice Coach" and "Performance Coach" series of books; *iReady* online diagnostic and instructional materials; and *iReady* supplemental textbooks in math and reading.
- In addition to instructional materials, Paragon will continue to monitor teacher and teacher assistant effectiveness and make necessary adjustments as needed. Paragon's Governing Board approved the use of the *2019- 2020 Florida Consortium of Public Charter Schools State-Approved Evaluation Systems for School-Based Administrators and Classroom*

*Teachers and Other Instructional Personnel (On File)*, an essential tool in the evaluation process. Continuous observations of instructional and support staff, and providing appropriate feedback, is critical to any program's success. Paragon administrators will continue this practice ensuring the very best personnel are in the classrooms.

- Paragon will also continue to provide after school tutoring sessions for at risk students. In the past, transportation has been an issue in providing after school services to many of the students. Paragon parents and teachers will continue to work together to find a solution to this challenge. One proposed idea allows students to remain in the school's after care program following the tutoring session. This will allow parents to pick up students through the close of the after school program at 6:00 PM each day.
- Paragon will also continue to maintain a full time Dean of Students. This has been one of the most effective strategies used by Paragon in its fifteen-year history. The Dean provides the students and families access to onsite assistance in many social and emotional aspects of community and school, as well as, other obstacles to learning including problems with bullying, family issues, and peer relationships.
- The addition of a licensed clinical social worker (LCSW) on staff this past year has significantly improved the mental health needs of the students. The LCSW has helped students feel safe and provides them and their families a means to deal with everyday issues that potentially affect learning. The LCSW position will continue to be budgeted.

The school is also fortunate to share a campus with Sunshine Elementary Charter School (K-5). The relationship has been in place since the start of both schools (2005 & 2006). Benefits include:

- Over the years, the schools have become essentially a K-8 program. Sunshine is the perfect feeder school for Paragon with the students seamlessly moving from the elementary level to secondary school. This allows consistency for the students which makes the transition more "comfortable". As a result, students are expected to achieve at higher levels.
- Curriculum and instructional strategies are shared between the different level teachers. Middle school instructors advise elementary teachers where to focus efforts based on diagnostics results. These adjustments have helped Paragon students find continued success.
- Paragon and Sunshine have been so successful together that they were recently (May 2019) able to purchase the campus which they were renting for the past seven years. The purchase agreement allows both schools to work together in continuing to maintain and expand a safe and secure environment and offering the best educational opportunity for its students.

## **B. 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).**

### **Subgroups Not Achieving AMO Targets: Students with Disabilities (SWD) and English Language Learners (ELL) Including Data Analysis**

Referring to the *2017-18 Baseline Federal Percent of Points Index* (Chart A.1) two (2) subgroups fell below the Federal Percent of Points Index cutoff score of 41%:

- Students with Disabilities (26%)
- English Language Learners (34%).

A review of the data found on *Florida's PK-20 Education Information Portal* shows:



1. From 2015-2017 the percent of ELL students performing at level 3 and above on the FSA ELA remained steady around 20%. In 2018 this figure dropped to 0%. The percent of passing students increased to 7% in 2019.
2. In math, ELL students were more successful in reaching level 3 and above with an average passing rate of 29% for the five-year period with 22.2% passing in 2019.
3. Students with Disabilities (SWD) at ELA Level 3 and above for the five-year period averaged 20% with 13% in 2019, a 3% increase from 2018.
4. In math, an average of 16% of SWD performed at passing levels with 26.1% passing in 2019. This was a 21% increase from 2018 (Refer to Section B and Section C Charts in the Appendix).

Please note, as a result of the ESE department's efforts in identifying at risk students and providing them the services they need, Paragon has experienced a significant increase in the number of ESE students identified during the past five years. In addition, recent world events have seen a tremendous influx of ELL students. These factors are critical when reviewing the reports of Paragon's achievement levels.

Increasing the performance of students in these two subgroups is a priority. Teachers were encouraged to review researched-based strategies that could be used to assist students in finding success. The following programs and strategies were initiated last year to help close the gap:

1. To accommodate the increase in ESE students, the school has increased the number of ESE certified and experienced staff.
2. Additional Teacher Assistants (TAs) were employed and are assigned to work specifically with students significantly deficient in reading, which includes the ELL and SWD. Instructors assign work to students from multiple sources including the iReady textbooks and reading intervention materials. TA's provided guidance and support to small groups of identified students on a pull-out schedule.
3. iReady diagnostic and instructional software and materials were purchased. The iReady program is used for progress monitoring. Mastery and non-mastery of basic and grade-level skills are reviewed (See Section E Charts).
  - a. The iReady instructional component has two important parts – Online instruction and textbook-based learning. The program gives the instructors the ability to place students on levels appropriate for their level of understanding. Non-English speakers are placed in levels where they can gain an understanding of basic reading skills. The same holds true for SWD. Progress is closely monitored as students move through the lessons.
  - b. In addition to the iReady online-learning component, Paragon purchased iReady ELA and math textbooks. Instructors assign students individualized assignments, based on the diagnostic assessments and the current level of online learning, focusing on the skills the student needs.
4. Study Island – an additional online software series that helps, *"Improve instruction and boost student outcomes with K-12 standards-based formative assessments, integrated high-stakes test preparation, and ongoing practice for math, ELA, science, and [civics]."*
5. Based on FSA results and progress monitoring data, ELA curriculum materials have been reviewed and changes initiated for the 2019-2020 school year:
  - a. A new comprehensive intervention reading program (CIRP), McGraw-Hill, Fusion Reading (1<sup>st</sup> Edition), has been purchased and is being utilized during the 2019-2020

school year.

- b. Supplemental Intervention Reading Programs (SIRP) includes National Geographic. Inside, a newly adopted series for substantially deficient students. The National Geographic. Inside series is a researched intervention series that has proven successful. Please refer to Paragon's *2019-2020 Comprehensive Research-Based Reading Plan*, on file.
- c. English grammar and writing books were updated last year and provide the basis of the school's writing program.

6. A revised Early Warning System (EWS) has been implemented this school year with a more detailed focus on struggling readers. Teachers review FSA and diagnostic test results and write Progress Monitoring Plans for identified students. The EWS also includes continuous monitoring of student attendance, suspensions, and report cards as well as attention to emotional, social and behavioral concerns.

### **Student Performance by Economic Status**

Economically Disadvantaged (ED) students at level 3 and above in **ELA** have averaged 43% during the past five years. In 2019, ED students were more successful in attaining a Level 3 or above (48%) than non-ED students (46%). The GAP was insignificant (02%). ED students saw a 10% increase in ELA skills from 2018-2019. In math, the average over five years is 42%. There was a 11% increase from 2017 (33%) to 2019 (44%) (See Section B and Section E Charts).

### **Student Performance by Race/Ethnicity**

ELA Chart B.6 shows a steady increase in the achievement levels of students at level 3 and above when looking at race/and ethnicity. White students improved from 46% in 2015 to 70% in 2019, a **24% improvement**. Black students improved from 49% in 2015 to 59% in 2019 (+10%) with a 19% improvement from 2018 (40%) to 2019 (59%). Thirty-five percent of Hispanic students scored at Level 3 or above in 2018 and remained at 35% in 2019. However, when referring to the 2018 Federal Percent of Points Index (Chart A.1), Hispanic students scored 50 points, well above the 41-point cutoff.

In math, Chart C.3, white students improved from 38% in 2015 to 70% in 2019, a **32% improvement**. White students showed a 25% improvement from 2018-2019. Black students improved from 46% in 2015 to 59% in 2019 (+13%) with a 17% improvement from 2018 (42%) to 2019 (59%). Hispanic students had a slight decline going from 42% passing in 2018 to 37% in 2019 (-5%).

### **Summary**

The data clearly shows that Paragon students are making gains or maintaining skills each year. However, it is recognized that there can be improvement, especially in the subgroups of SWD and ELL. For the 2019-2020 school year and beyond, Paragon teachers, parents, staff, and administration are committed to raising achievement scores for all students. The goal is to reach 65% or greater, in all subgroups, with a steady increase over the course of the next several years. The programs and measures outlined in Part A above are important steps in reaching this goal.

In addition, over the next few years, Paragon will be reviewing and purchasing a new ELA series, a new Mathematics series, and new Social Studies materials. As discussed above, Paragon recently purchased two new Reading programs to support instructional efforts in improving reading. In addition, a new Science series has been purchased (See Table 3) with the goal of

increasing 8<sup>th</sup> grade science scores. With any new textbook series Paragon purchases, a major review of how the curriculum is taught takes place. Adjustments are discussed and implemented, as needed.

Paragon also recognizes the need to prepare students for the important Florida Standards Assessments (FSA). To assist in preparing students, Paragon maintains a site license for the iReady Diagnostic and Instructional Program. This will be Paragon's fifth year utilizing iReady. The school uses the online components of the program and the student textbooks in ELA and math. Every student has an account that is closely monitored by the instructors. The data gathered from this program is helping to adjust the curriculum and instructional strategies that are necessary to improve achievement.

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

### **Reading/ELA**

#### **A review of the FLDOEs *School Report Card* data:**

1. For *all* students tested (Chart B.4) indicates 47% scored at "Level 3 and Above" in 2018-2019 - an **increase** of 8% from 2018. The average score over the past five years is 44%.
2. A review of Chart B.3 has been organized to show the percent of students scoring at "Level 3 or Above" in ELA for the past 5 years. The arrows follow a three-year pattern of achievement of 6<sup>th</sup> grade students from the year they entered to the year they graduated. These students spent three years in Paragon's program. Other data shows two-year trends. Referring to 6<sup>th</sup> graders:
  - a. Sixth grade students entering in 2014-15 **improved** from 30% to 68% in 2017.
  - b. Sixth grade students entering in 2015-16 **improved** from 24% to 51% in 2018.
  - c. Sixth grade students entering in 2016-17 **improved** from 48% to 56% in 2019.
  - d. Sixth grade students entering in 2017-18 **improved** from 48% to 56% in 2019 (Two-year trend).

#### **School Grades & 2017-2018 Baseline Federal Percent of Points Index (BPI) Data**

1. Chart A.2 shows progress made in "ELA Achievement" – In 2018, student achievement was 41%. In 2019 this improved to 54%.
2. BPI Chart A.1, shows students in all subcategories, except ELL and SWD (as discussed above), met the federal guidelines.
3. ELA "Learning Gains" were at an anticipated 52% 2018. In 2019, this level **improved** to 61%, a significant increase. As a comparison, Broward County students scored at 57% and the State at 55%. (Chart B.10)
4. ELA gains of the "Lowest 25%" was at 44% in 2016 (the first year measured) and **improved** to 59% in 2019. Broward County and the State had 45% gains in this category. (Chart A.2)
5. Chart A.3, 2018 "Learning Gains by School", indicates a steady improvement from sixth grade to eighth grade. Seventy percent (70%) of students in the eighth-grade class had learning gains as opposed to 33% of sixth graders and 58% of seventh graders. These scores clearly indicate that students enrolled in the Paragon's program for three years are making **significant progress**.



The data shows that Paragon students are making progress in achieving ELA standards. Adjustments in curriculum, curriculum materials, supplemental materials, instructional personnel, and support personnel have helped create this positive trend.

## Mathematics Summary

### A review of the FLDOEs *School Report Card* data:

1. For *all* students tested (Chart C.2) indicates 48% scored at "Level 3 and Above" in 2018-2019 - an **increase** of 5% from 2018. The average score over the past five years is 45%.
2. A review of Chart C.7 has been organized to show the percent of students scoring at "Level 3 or Above" in math for the past 5 years. The arrows follow a three-year pattern of achievement of 6<sup>th</sup> grade students from the year they entered to the year they graduated. These students spent three years in Paragon's program. Other data shows two-year trends. Referring to 6<sup>th</sup> graders:
  - a. Sixth grade students entering in 2014-15 **improved** from 21% to 55% (+34) in 2017.
  - b. Sixth grade students entering in 2015-16 **improved** from 36% to 55% (+19) in 2018.
  - c. Sixth grade students entering in 2016-17 **improved** from 35% to 65% (+30) in 2019.
  - d. Sixth grade students entering in 2017-18 **improved** from 30% to 37% (+07) in 2019 (Two-year trend).

### *School Grades & 2017-2018 Baseline Federal Percent of Points Index (BPI) Data*

1. Chart A.2 shows progress made in "Mathematics Achievement" – In 2018, student achievement was 42%. In 2019 math achievement **improved** to 53%.
2. BPI Chart A.1, shows students in all subcategories, except ELL and SWD (as discussed above), met the federal guidelines.
3. Mathematics "Learning Gains" were at an anticipated 57% 2018. In 2019, this level **increased** to 61%. As a comparison, Broward County students scored at 59% and the State at 58%. (Chart C.8)
4. Mathematics gains of the "Lowest 25%" was at 30% in 2016 (the first year measured) and improved to 42% in 2019. (Chart C.9)
5. Chart A.3, 2018 "Learning Gains by School", indicates a steady improvement from sixth grade to eighth grade. Thirty eight percent (38%) of sixth graders had learning gains, 70% at the 7<sup>th</sup> grade and 69% of students in the eighth-grade class had learning gains. These scores clearly indicate that students enrolled in Paragon's math program for three years are making **significant progress**.

## Science & Technology

### A review of the FLDOEs *School Report Card* data:

1. For *all* students tested (Chart F.2) indicates 39% scored at "Level 3 and Above" in 2018 - and **increased** to 46% in 2019. The average score over the past five years is 46%.
2. School Grades "*Learning Gains*" (Chart A.2) data show 40% of 8<sup>th</sup> grade students had learning gains in 2018. This percent **improved** to 47% in 2019.

Science continues to be a source of frustration for Paragon teachers and staff. Chart F.3 shows that Paragon is not alone in this frustration. Where 45% of Paragon students scored above Level 3 on the 2019 NGSSS Science Assessment, overall State scores were not that much better at 48%.



To help move science in a positive direction, Paragon purchased a new science series in 2018. In addition, a new science teacher was employed to help students achieve better results. In addition, Paragon teachers and administrators have designed the overall middle school curriculum to focus on reading and mathematics skills. Teachers are integrating reading and math skills into the instructional design of science classes – reading teachers are incorporating science readings into the reading curriculum and science teachers are focusing on reading strategies during science lesson. These strategies, plus the new online textbooks and new science materials, will make a difference. We are expecting a minimum of 55% of 8<sup>th</sup> grade students to score at Level 3 and Above.

There have been some significant improvements in Paragon's Science curriculum during the past five years particularly related to technology. Paragon's original application (2005, On File) states:

*"The multimedia science classroom enables the teacher to develop students who will be enthusiastic about science, through the utilization of exciting, interactive explorations, full motion video, thousands of breathtaking visuals, a vast database, and on-line services. It allows students to explore connections among the four science disciplines: biology, chemistry, earth/space, and physics."*

*The integration of technology in the science curriculum provides students with an exciting classroom learning experience. Through the use of full motion video, stunning graphics, audio, a rich database of scientific knowledge and on-line services, students are motivated to explore and take virtual field trips into the wonders of the natural world, as they learn with an integrated science curriculum that makes connections across the disciplines."*

During the past five years, Paragon has invested in its technology infrastructure to support this goal as well as to advance technology resources across all subjects. Paragon's continually updated five-year technology plan includes allocating funds to maintain up-to-date computers and other technologies for use in the classrooms, across the campus, and in the computer lab. Resources now include:

1. One fully equipped computer lab with 28 student stations, instructor monitoring software and a smartboard;
2. Two fully equipped laptop carts each with 30 up-to-date student stations. The carts are shared by all teachers;
3. Fifteen laptops as well as ten wired student stations are dedicated to the science classroom allowing students to work on individual and small-group assignments;
4. A state-of-art wireless infrastructure was installed in 2018-19 providing the campus with convenient, fast, and high-quality internet access in all classrooms and offices;
5. Advanced Promethean smartboards were installed in all classrooms with dedicated teacher laptops included;
6. Advanced science software correlated to the new science series is available to all students at home as well as in the classroom;
7. A new electronic microscope, compatible with the smartboards, and a high-quality telescope were purchased using a donation from a community resource.

As technology continues to advance, Paragon teachers and administrators investigate new ways to stimulate student learning. Currently, the school is looking at ways to safely incorporate smartphone technology for use in the classroom. Paragon is dedicated to providing safe and exciting technology to all students in all subject areas. The school is actively seeking community partners to help achieve this goal. The next five years will see tremendous advancements in educational technology and Paragon will continue to explore how these advancements can be used in the classroom to help students gain a better understanding of the world.

## How often is student progress monitored?

Student progress, in all courses at Paragon, is monitored daily. Instructors utilize unit tests, writing samples, quizzes, projects, IEPs, and PMPs to monitor individual student progress. In addition, instructors review class wide results to ensure skills are mastered. Reteaching takes place for those students needing extra practice.

In addition, Paragon utilizes the *iReady* program to monitor progress during the mandatory progress monitoring periods in September, January, and May. iReady results of final diagnostics by grade are indicated in the E Charts Section for 2016-2019. iReady data for classes and individual students is monitored following all administered iReady assessments to determine student, class, and school mastery of grade-level skills

## D. Explain if the students are making one year's worth of growth [Learning Gains] annually in mathematics and reading.

From the *2018-19 Guide to Calculating School Grades, District Grades, and the Federal Percent of Points Index*:

### ELA/READING

Referring to See Section H Charts, Paragon students are definitely making annual learning gains:

1. Chart H.1 illustrates this success - In 2015-2016, 51% of Paragon students achieved ELA Learning Gains. In 2019, this figure **improved** to 61%. This steady improvement in ELA achievement comes as a result of the increasing focus on remediation of basic reading skills at the middle school level.
2. Chart H.3 shows a comparison of Paragon's (61%) 2019 ELA Learning Gains with the State (55%) and Broward County (57%). **Paragon students exceeded** results in both instances.
3. Chart H.4, Learning Gains of the Lowest 25% are equally impressive. In 2019, 59% of total students in this category had learning gains. This was a 2% **increase** from 2018. This compares to both Broward's and the State's 45% gains.
4. Chart H.2 illustrates Learning Gains *by grade* for the 2017-18 school year (the most recent data available). Thirty-three percent (33%) of 6<sup>th</sup> grade students had learning gains. In contrast, students who have been in Paragon's program for three years show **significant gains** (70%).

### Mathematics

1. In 2015-2016, 63% (H.1) of Paragon students achieved math Learning Gains. In 2019, this figure was 61% (statistically insignificant). Paragon students were able to **maintain** math achievement at an acceptable level.
2. Chart H.5 shows a comparison of Paragon's (61%) 2019 math Learning Gains with the State (58%) and Broward County (59%). **Paragon students exceeded** results in both instances.
3. In 2019, Learning Gains of the Lowest 25% (H.6), show that 42% of total students in this category had learning gains. This was a **decrease** from 2018.
4. Chart H.2 illustrates Learning Gains *by grade* for the 2017-18 school year (the most recent data available). Thirty-eight percent (38%) of 6<sup>th</sup> grade students had learning gains. In contrast, 8<sup>th</sup> grade students who have been in Paragon's program for three years show **significant learning gains** (69%).

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

*The lowest performing 25% of students for the assessment will be those students whose scores have a percentile rank less than 25.5%. The lowest performing 25% for a middle school that serves students in grades 6 through 8 would be composed of the lowest performing 25% of students for the prior-year grades 5, 6, and 7 and may include prior-year grade 8 assessments, if there were current-year grade 8 students that had been retained as well as prior-year EOC assessments.*

### **ELA**

Fifty-Nine Percent (59%) of students in the Lowest 25% made learning Gains in 2019. This represents a 15% increase from 2015-2016. (Chart A.2)

### **Math**

Fifty Percent (50%) of students in the Lowest 25% made learning Gains in 2018. (Chart A.1) This represents a 20% increase from 2015-2016. (Chart A.2) This figure dipped to 42% in 2019.

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

Although students in this category did not meet the 50% threshold in math in 2019, they had significant gains in 2016-2018. A review of the data showed that of the **35 students** comprising the Lowest 25%, 51% of these students were in the ELL and SWD subgroups (Chart K). As reported above, measures have been implemented to ensure that students in these subgroups are making adequate progress.

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

A review of the State's assessment database will reveal that Paragon has administered every mandatory state test during its fifteen-year history. This includes all SSS, FCAT, NGSSS, FSA, and EOC tests. Chart A.2 shows test results from the last five years. As it would be excessive to list all tests administered over the past five years, reviewers can visit <http://www.fldoe.org/accountability/assessments/k-12-student-assessment/results/> to verify these results.

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

Table 2 compares schools in Broward with Paragon that have similar "Percent of Minority Students" and "Percent of Economically Disadvantaged Students". All schools compared earned School Grades of "C":

1. Paragon students outperformed these schools in "ELA Achievement", "ELA Learning Gains



- of the Lowest 25%", and "Science".
2. Paragon students outperformed 2 of 3 schools in "ELA Learning Gains", "Math Achievement", "Math Learning Gains", and "Social Studies".
- 

[1] From the Study Island Website at: <https://www.studyisland.com/products/schools>.

## 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-Specific Accountability

### A.What is the School's Mission?

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

### Original Mission Statement – Paragon's Charter Application 2005

*"Broward County is an evolving, eclectic community composed of people with diverse ethnic, socioeconomic and cultural backgrounds. Together these parents will build Paragon Academy of Technology, an innovative, learning environment that celebrates and explores the unique diversity of all students, families and communities.*

*Through a constructivist framework, a conservation focus and standards-based curriculum, the children, families and community of Paragon Academy of Technology will embark together on a journey to educational excellence. The mission of the Academy is to develop in each child the love of learning, the ability to engage in critical thinking, and mastery of the academic building blocks necessary for a successful future. The Academy envisions a dynamic, community-oriented, inclusive school that recognizes and nurtures all human intelligence so that*



*students and staff from varied backgrounds will achieve their full intellectual and social potential. The diversity of this community is one of its greatest strengths. The Academy seeks to honor, celebrate and embrace that strength for the benefit of all students.*

## **Current Mission Statement**

*The mission of Paragon Academy of Technology and Sunshine Elementary Charter School is to create a safe, stimulating, and nurturing environment that will help students become accomplished readers, writers, and problem solvers. Paragon fosters a dynamic, community-oriented, inclusive school that recognizes and nurtures all human intelligence so that students and staff from varied backgrounds will achieve their full intellectual and social potential. The diversity of the community is one of its greatest strengths. Paragon seeks to honor, celebrate, and embrace that strength for the benefit of all students. The encouragement of our highly skilled faculty and staff and caring parents helps to foster in our students a fascination with learning and a desire to become responsible contributing members of society. The following core philosophies have been established to help us attain our goals:*

- *Academic Success is a Continuous Process*
- *Every person is entitled to a safe, comfortable, nurturing environment conducive to learning*
- *Each student has the right to learn and experience individual success*
- *All students benefit by exploring cultural and social diversity in our community*
- *Students need curriculum and instructional practices that incorporate a variety of learning activities to accommodate differences in learning styles.*
- *To foster pride in academic achievement while developing the students' artistic abilities.*
- *To promote the essential role of the arts in enabling every student to succeed in school.*

The information and data contained in this application will show that Paragon is meeting its mission and vision and "is achieving or making significant progress towards achieving the school/mission-specific goals."

For example, PAT continues to be a dynamic, community-oriented, inclusive school that recognizes and nurtures all human intelligence so that students and staff from varied backgrounds will achieve their full intellectual and social potential. The diversity of this community is one of its greatest strengths. Teaching and learning models vary based on individual student's needs and standards are consistent with Florida Standards.

The School annually implements its educational program as specified in the School's approved application. The School ensures that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and provide specialized instruction for students who are reading below grade level.

Paragon maintains its commitment to helping students achieve individual academic growth. This has been accomplished by following the core philosophies that have helped it succeed academically and financially.

## **Attachments**

### **Section 2: MISSION-SPECIFIC ACCOUNTABILITY**

– No Attachments –

### 3. EDUCATIONAL PROGRAM IMPLEMENTATION

#### Section Evaluation

#### Final Rating

Meets the Standard Allisyn Axelrod, 11/12/19

Does Not Meet the Standard Donna Haynes, 11/18/19

Meets the Standard Kim Punzi-Elabary, 11/21/19

Meets the Standard Laurie Steinberg, 11/21/19

Partially Meets the Standard Celia Jimenez, 11/25/19

Meets the Standard David Shelley, 11/25/19

Meets the Standard Louise Ball, 11/25/19

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

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

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

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

Partially Meets the Standard Detra Adams, 11/26/19

Partially Meets the Standard

## Educational Program Implementation

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

All quoted sections, unless noted, are from the *2015-2020 Charter Agreement*:

*Section 4.F.1.c: Community Diversity: The School agrees that it will implement the strategies --- to achieve and maintain a student population reflective of the diversity of the community the School serves...*

Evidence supporting this statement comes from TERMS panel L03 (Image 2) where it is noted that 54% of our student population is white, 44% African American, and 2% other. In addition, 48% of the student population is listed as white, Hispanic.

Paragon actively seeks partnerships with community organizations to address and support student, family, and community issues and concerns. Paragon Academy has partnered with several community-based organizations including:

1. The Memorial Healthcare System-Community Youth Services
2. The Department of Children and Families of Florida
3. The Broward Behavioral Health Coalition
4. Chrysalis Health
5. H.E.A.R.T.
6. Henderson Clinic
7. Jewish Family Services
8. Broward Dental Seals
9. U.S. Department of Justice

Paragon has also employed a Licensed Clinical Social Worker (LCSW) as outlined above, to work with students and families. The LCSW is also an important member of the collaborative problem-solving teams, The Threat Assessment Team, and the Mental Health Assistance Team.

Section 4.I of the Charter Agreement: "The School agrees to maintain a safe learning environment at all times."

Paragon continues to maintain a zero-tolerance policy to the extent allowed by the Charter Agreement. Although not all sections of the Sponsor's *Code of Student Conduct* apply to charter schools, Paragon utilizes The Code to help maintain a safe environment for learning. Any policies developed by the School not contained in The Code are in accordance with the *Florida State Board of Administration Rules*, federal and state laws and regulations, and federal and state court decisions. An example is Paragon's dress code. Although not significantly different from the Sponsors dress code, it does reflect, for example, the school's standards on uniforms (See the Parent and Student Handbook on file).

Paragon full-time Dean of Student's main focus is on the safety, social, and emotional well-being of the students and families of the school. The Dean's position has been an integral part of Paragon's success since 2006 and will continue to remain an important position for the benefit of all students and families. As a result of the Dean's efforts, Paragon has very few incidents of severe disruptive behaviors and to-this-date has not made a recommendation for expulsion. The *5381\_SESIR Events by School 17-18 and 18-19* report demonstrate that this policy is working where only two (2) SESIR events were reported. This follows the mission statement where it is stated, "Every person is entitled to a safe, comfortable, nurturing environment conducive to learning."

Based on this evidence, Paragon has clearly made "significant progress towards achieving the school/mission-specific goals as defined in the school's contract".

## **B.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 6-8 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.**

Section 3.A.2. **Annual Student Performance:** ... 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 grounded in scientifically based reading research.*

Paragon understands and embraces the strategy that reading/ELA must be the main focus of the instructional program. Without a firm grasp of reading skills, all subjects suffer. This is why Paragon teachers and staff have crafted an *Integrated and interdisciplinary approach* to reading instruction.

The goal is to ensure that students are reading at or above grade level, **or to the best of their abilities**. Students entering the middle grades who are not reading on grade level have a variety of skill deficiencies and learning needs. A single program or strategy is not sufficient for remediation; therefore, it is necessary to implement a combination of state-approved, research-based programs and strategies that have been proven successful in the remediation of older struggling readers. In addition to focusing on the development of foundational skills, instruction needs to engage students in complex cognitive tasks that challenge students to apply these skills. In order to simultaneously offer reading intervention and cognitive challenges, middle school reading instruction incorporates the use of the integrated and interdisciplinary approach.

### **Core Subjects**

In addition to reading/ELA strategies, Paragon utilizes sound, research-based, curriculum and instructional strategies in mathematics, science, and social studies. Paragon recently reviewed and purchased new instructional textbooks and materials in all core subjects. New ELA and mathematics series will be reviewed for purchase as soon as the State approves the lists.

As discussed above, reading is incorporated in all core subjects as defined in the approved reading plan. Instructors use cross-curriculum activities and exercises to reinforce and individualized reading strategies to help students find academic success in each subject.

### **Math, Science, and Social Studies (Core Classes); Reading and Peer Counseling**

Paragon utilizes the same strategies for curriculum implementation and progress monitoring across grade levels. Paragon teachers, administrators, and specialists review qualitative<sup>[1]</sup> data from the FSA, NGSSS, iReady, and other diagnostic tests. Math and reading scores are reviewed and discussed by all instructional staff. In order to implement the curriculum to benefit students at all reading levels, after the data is interpreted, students are placed in the appropriate reading group. This grouping strategy drives instruction (See section below outlining reading interventions).

Paragon students are required to take in language arts, science, social studies, math, and recently added Peer Counseling. Paragon's philosophy from its start in 2005 has been that reading is a priority and, as such, *all students are assigned a reading course as one of the six required classes*. Assigning all students to reading courses accomplishes two things, it allows those students needing interventional reading strategies to work on strengthening reading skills, and, offers all students an opportunity work advancing advanced reading strategies that will be needed in high school and beyond. This is especially important for struggling readers; if they struggle in reading, they are struggling in all courses.

### **Reading Priority in all Classes**



The reading course incorporates reading and analysis of literary and informational selections to develop critical and cloze reading skills. The content includes, but is not limited to, the following:

- demonstrating successful reading of argument;
- demonstrating successful reading of fact and opinion;
- demonstrating successful reading of high-quality literature;
- demonstrating knowledge of a variety of organizational patterns and their relationships in the comprehension of text;
- demonstrating successful understanding of academic vocabulary and vocabulary in context;
- integrating reading and writing, including written responses to print and digital text;
- using effective listening, speaking, and viewing strategies with emphasis on the use of evidence to support or refute a claim in multimedia presentations, class discussions, and extended text discussions;
- collaborating extensively amongst peers.

Students at or above Level 3 on the FSA or other school-administered diagnostic assessments are enrolled in a grade-level reading course “to increase reading fluency and endurance through integrated experiences in the language arts.” The core reading course incorporates reading and analysis of literary and informational selections to develop critical and close reading skills. Students in this group are required to complete research projects related to a specific subject-area topic. Students work on individual and group projects as required by their teachers.

Reading and English instructors work collaboratively with all teachers to ensure that struggling students (defined as reading below grade level) are receiving specific instruction that helps them comprehend the content of the subject and move closer to grade-level reading.

Not all students struggle in reading and there are other issues to address. Paragon’s curriculum design, across all subjects, helps students who are on or above level maintain or improve achievement. It is most important that this group receives enriching activities to help them advance as far as possible. For example, students demonstrating advanced math skills will be encouraged to enroll in high school math. Over the past few years, several students have successfully completed high school Algebra and geometry while attending Paragon.

Textbook selection is also a vital concern when considering curriculum implementation strategies. Instructors utilize State-approved materials that align with Florida Standards and Florida course description requirements as outlined in CPALMS (<https://www.cpalms.org> ). A list of these materials is provided in Table 3.

The Table also includes an extensive list of supplemental materials. These materials, including iReady instructional textbooks, are used by tutors (teachers) and teacher assistants to focus on specific skills.

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

### **Comprehensive Researched-Based Reading Plan**

**From the 2015 Charter Agreement:**

*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 FLDOE-approved core reading plan.*

Paragon has “opted-out” of the Sponsors CRRP for several years, including the last five years of the current Agreement. Each year the plan has evolved. It is important to note that the input received from the Sponsor’s *Charter Schools Management Support Department - Literacy K-12* has offered good guidance over the years in the development of this plan. New and revised curriculum materials have been purchased and implemented during the 2019-2020 school year to help students find reading success. Paragon’s *2019-2020 Reading Plan* (On File). was revised once again this year and was approved by the Sponsor in August 2019.

The reading programs listed in the Reading Plan and in Table 3 are an integral part of Paragon’s interdisciplinary plan. In addition to these programs, all instructors are required to integrate reading, writing, listening, and discussions in their lesson plans allowing students to relate to various increasingly complex interdisciplinary content through the grade-level texts throughout the school year. Core subject teachers also provide the reading and ELA teachers specific content and vocabulary that must be learned and understood. The reading teachers will use this information in the teaching of the skills the students have not yet mastered.

## **ELA/Intensive Reading**

Students diagnosed as below level are placed in the appropriate reading series as outlined in the *2019-2020 CRRP* (See Appendix). Students below grade level are also provided extra reading instruction through pull-out groups and mandatory tutoring sessions. A review of the data (Charts A-F) has shown that these instructional strategies are working; reading and ELA achievement has improved over the years, especially with students who remain in the program for three or four years.

As mentioned above, all middle school students attending Paragon are scheduled to take a reading course one period each day. The classroom infrastructure (class size, materials, etc.) is adequate to implement the content area reading intervention courses as necessary. Intervention courses include, on a daily basis:

- A. Whole group explicit instruction
- B. Small group differentiated instruction
- C. Independent reading practice
- D. Integration of Florida Standards specific to the subject area (biology, world history, etc.)
- E. Opportunities for accelerated achievement in order to facilitate deep understanding of reading of grade level texts
- F. Students are scheduled to utilize the computer-based *iReady Instruction in Reading*
- G. Students identified as having intervention needs in the areas of decoding and/or text reading efficiency (using the diagnostic assessments outlined above) and are two or more years below grade level, will have a double block of reading to accelerate foundational reading skills. Extended reading is accomplished by scheduling students to interventional reading during their scheduled Peer Counseling course.

## **Reading Intervention**

### **Varying Levels of Complexity**

The goal of the Paragon’s Comprehensive Reading Plan is to ensure that students are reading at or above grade level. This plan includes high-level thinking opportunities for students to grapple with and construct meaning from complex texts.

Teachers incorporate texts of varying levels of complexity into their instruction, providing various instructional opportunities for students to read, write, discuss, and listen to text for different specific purposes. Many of these texts are included with the programs selected for the curriculum. In addition, teachers have students select, with guidance, books in their area of interest to engage in and practice independent reading and writing. The materials also provide relevant lessons reflective of diverse cultural and individual needs.

Paragon has developed a CRRP consistent with effective teaching strategies and grounded in scientifically based reading research (On File). The plan does the following:

- Provides a clear and coherent framework for teaching and learning;
- Aligns with the School's mission, educational philosophy and instructional approach;
- Enables students to attain Florida Standards and gain a year's worth of learning for each year enrolled; and
- Serves the academic needs of all students in middle school.

Additionally, the Schools' Comprehensive CRRP includes the following components:

- Effective instructional leadership;
- Data analysis to determine placement, small group instruction, appropriate curriculum materials, and needs-based instruction;
- Utilization of research-based instructional materials and strategies to address specific students' needs;
- After school intensive reading instruction as needed;
- Systemic professional development targeted at individual teacher needs as *determined by analysis of student performance data*; and
- *Appropriate, research-based instructional materials and strategies to address specific student needs.*

## Language Arts and Writing Opportunities

Paragon Academy believes that all students must become proficient writers. Students who learn how to gather research, address sources, and put words into cohesive and grammatically correct paragraphs strengthen comprehension skills and increase domain-specific knowledge. Paragon Academy utilizes extensively researched programs to meet this challenge (See Table 3).

Paragon's English teacher works closely with all teachers, especially the reading instructor, *"...to provide students, using texts of appropriate complexity, integrated language arts study in reading, writing, speaking, listening, and language for college and career preparation and readiness."*

(From CPALMS)

In addition to emphasizing writing skills and working with other teachers to enhance the students' understanding of subject content, the ELA teacher helps students with, *"analysis of literature and informational texts from varied literary periods to examine: text craft and structure, elements of literature, arguments and claims supported by textual evidence, power and impact of language, influence of history, culture, and setting on language, and personal critical and aesthetic response."* (CPALMS)

## Progress Monitoring

Progress monitoring of students is accomplished in several ways. However, the most critical component is the frequent use of iReady diagnostic programs in reading and mathematics. All students are tested at specific, required, benchmark dates in fall, winter and spring. These scores are analyzed and reviewed to help teachers determine instructional strategies. (See E Charts)



In addition to iReady, teachers use data from quizzes and tests to monitor the achievement of subject-specific skills. Further, as part of the Early Warning System, teachers monitor attendance, discipline and other factors that influence learning. This information is used to help determine why progress in learning could be suffering.

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

### **Qualitative Data**

Forms of qualitative data used for planning includes scores from the FSA, NGSSS, EOC, iReady, WIDA results, unit test results, and diagnostic test results (See Assessment charts). Information obtained from a review of these assessments (See Section 1) as well as diagnostic testing, is used to help establish learning groups at all grade levels:

1. Data from the prior year is reviewed and analyzed by teachers and staff at the beginning of the school year or within two weeks of the student's enrollment. Teachers use the results to provide individualized instruction.
2. Scores provide information needed to place students in correct classes and groups including intervention reading groups and Tier I of the RtI process.
3. Teachers in all subjects use math and reading data to adjust instructional strategies to accommodate learning needs.

As discussed above, this data helps teachers to appropriately pace students in all subjects. Subject-specific materials - textbooks, supplemental texts, enriching activities – are reviewed and adjusted based on student performance data.

### **Quantitative Data**

Quantitative data comes from several sources including teacher and specialist observations and assessments, parent questionnaires, IEP and EP information, social worker notes, and CUM folder review.

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

The following requirements are extracted from the *2015-2020 Charter School Agreement*.



Explanations follow each:

**Section 4.F.1.a: Equal Enrollment Opportunities:** *"Students requiring services from an Exceptional Student Education program as well as students requiring services from English for Speakers of Other Languages (ESOL) programs shall have equal opportunities of being selected for enrollment in the School."*

Paragon accepts all students. The record will show that there has never been a question related to enrolling students. A review of records will verify this.

**Section 4.G: Maintenance of Student Records:** *"The School shall maintain both active and archival records in Broward County, Florida, for current and former students in accordance with Florida Statutes."*

Paragon has a room dedicated to student records. The room contains fire-proof cabinets. All CUM, Psychological, and ESOL records are maintained as required.

**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 Programs and Procedures for Exceptional Students."*

All Paragon students, including ESE and ELL, are provided a free appropriate education. Students with disabilities are educated in the least restrictive environment as defined by their IEP and provided all services as outlined in an IEP. A review of TERMS information will verify that all students are scheduled into appropriate courses

Paragon's ESE department has produced most of the IEPs of ESE students enrolled. In most cases, instructors provided the bulk of data used in the writing of the IEP. This ensures that the student is receiving the most appropriate education according to his or her needs. If the ESE Specialist was not involved the writing of initial IEP, an IEP review is scheduled immediately for the benefit of the student, parents, and school. A review of ESE records will verify this.

**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."*

Paragon's enrollment counts show 21% of students are ESE; 22% are ELL; and 40% Total ESE & ELL. These numbers clearly indicate that Paragon does not discriminate. All students are welcome.

**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."*

Paragon agrees with this Section and has always fully supported the District's efforts. The District has always worked closely with the school to support the students.

**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 Programs 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.

Paragon fully supports this section and has provided every service ever required by a student's IEP including:

1. Certified and Licensed Speech & Language Services
2. Certified and Licensed Occupational & Physical Therapists
3. Certified and Licensed Counselors.

Paragon students are instructed by certified ESE teachers. Paragon's ESE Specialist is certified in the areas of Autism Spectrum Disorders; Elementary Education; English for Speakers of Other Languages; and, Exceptional Student Education. Paragon also employs Teacher Assistants with knowledge, experience, and training in ESE instruction.

**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.*

Paragon's ESE Specialists and teachers write effective and student specific IEP's with information provided by the District's Psychologists, the student's parents, teachers and historical data. A review of Paragon's status of IEP reviews and initials will verify this statement.

**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..."*

Paragon students are educated in the least restrictive program as provided in the IEP. Paragon does not have any self-contained classes for ESE students.

**Section 4.H.3.c: Procedural Measures:** *"... 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..."*

Paragon works closely with the Sponsor to ensure the student receives all available services. The

ESE Specialist attends Sponsor's ESE meetings and networks with ESE personnel. Parents are provided all safeguards in their native language. Paragon will use translators as required such as in a situation with deaf parents and speakers of languages for which there are no translators on campus.

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.

The Sponsor's record will show that Paragon submits all records and reports in a timely manner.

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...

Paragon works with students in accordance with *Section 504 of the Rehabilitation Act* and is implementing regulations in the same way they work with ESE students having an IEP. Accommodations are provided as the Plan requires. A review of the records will show that all plans are up-to-date and properly documented

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..."*

There have been no due process hearings in the school's fifteen-year history.

***E.1 Describe the IEP process for SWDs for present level development, prioritization of educational needs, and annual goals.***

#### **E.1.1 Present Level Development of the IEP**

The present level performance sections of the IEP comprehensively describe a child's abilities, performance, strengths, and needs. It is based on all the data collection associated with the child; such as: the child's strengths and weaknesses, limits that interfere with the child's learning, objective data from current evaluations of the child, and how the child's disability affects his or her ability to be involved and progress in the general curriculum.

#### **E.1.2 Prioritization of Educational Needs**

The prioritization of educational needs determines what goals, accommodations, and services a student needs addressed in their IEP to provide Least Restrictive Environment (LRE) and assist the student in successfully participating in the general education classroom. In order to assess what those needs are, data is collected from the parent, classroom teacher, and ESE teacher if applicable, for the four sections of the IEP. The four sections include: Curriculum and Instruction, Social/Emotional Behavior, Independent Functioning, and Communication. The Curriculum and Instruction section always includes the results of the most current reading assessments such as The Diagnostic Assessment of Reading (DAR), iReady Diagnostic Assessments, and the Rigby PM. Current math assessments include the TOMA 3 and iReady Diagnostic Assessments. The student's current functioning levels in the areas of reading, writing, and math, as well as the other domains, are determined by a Checklist of Present Performance which is completed by the classroom teacher. The information on current functioning levels determines the prioritization of educational needs. For example, if a student is working on grade level in math but needs



remediation of reading and writing skills, current functioning levels in math are discussed in the body of the IEP, however the goals and services will be directed to the priority educational need of reading and writing. If the student has social skills needs or behavioral needs, goals will be created to address those needs and services are provided such as counseling or social skills group.

### **E.1.3 Annual Goals**

Annual goals are created based on the student's current educational, social/emotional, independent functioning, or communication needs. Annual goals are SMART goals, which stands for Specific and Strategic, Measurable, Attainable, Rigorous, Results Oriented, and Time Bound. If applicable, depending on the student's grade level, or degree of disability, objectives are also created to break down the goals into smaller more attainable parts. Progress on goals is tracked by the ESE teacher during service delivery, and progress on goals is reported to the parent via quarterly progress reports which are sent home with report cards. At the end of the annual IEP, progress on goals and prioritization of educational needs then determines which new goals are created for the student. The ESE Specialist communicates with the parents of SWD in the form of Parent Participation Forms (PPF) informing parents of scheduled ESE meetings for the student. The first PPFs are sent home at least two weeks prior to the meeting. A second PPF and a 5- Day Draft of the student's IEP is sent home a week prior to the scheduled meeting. The 5-Day Draft contains all new annual goals and services which is being proposed for the student in the new IEP. Within this document is a Parent Input form for the parent to contribute to the IEP, by listing the student's strengths, weakness, and what the parent would like to see their child achieve for the duration of the IEP. This document is particularly important if the parent is unable to attend the meeting for any reason.

### ***E.2 Describe the EP process for Gifted students for present level development, prioritization of educational needs, and annual goals.***

Education Plans (EP's) for Gifted students at Paragon are created every two years, or yearly if the student has a social/emotional goal. The EP for the student includes:

- A statement of the present levels of educational performance
- A minimum of two SMART goals including short-term objectives.
- The specific services which will be provided to the student, such as whether the student will receive enrichment in a gifted classroom, receive enrichment in core-content areas only, or receive consultative services to assist with mastery of goals.
- Frequency, duration, and location of services
- The criteria, evaluation procedures, and duration of time in which to determine if the goals are mastered.

The EP process is intended to build parent/school relationships, facilitate discussion of appropriate services, instruction and classes for the student, as well as, how to best meet the student's needs beyond the general curriculum. Prioritization of educational needs are determined through current assessment of the student, a gifted feedback form which is completed by the classroom teacher, as well as, input from the student and the student's parent. The sections of the EP include Curriculum and Learning Environment, Social/Emotional Behavior, and Independent Functioning. The specific goals created for the student are based on the priority educational needs listed in the three domains. Progress on goals is tracked by the gifted teacher and reported to the parent via quarterly progress reports.

Evidence of best practice in the EP process at Paragon includes: the participation of appropriate/required team members in the development of the EP and their attendance at EP meetings. Required team members include: the student's parent(s), the general education



teacher(s), the teacher of the gifted, Local Educational Agency (LEA) Representative, evaluation specialist, and the student, when appropriate. Quarterly progress reports for gifted students are completed by the District's deadline for finalization of reports. Gifted Procedural Safeguards are provided to parents at EP meetings and signatures are obtained on required documents, such as the 1108 Parent Input Form and meeting attendance record.

***E.3 Describe the program's services and supports for SWD including supplemental aids and accommodations.***

**E.3.1 Program**

The Paragon ESE program's services and supports for SWD is designed to provide Least Restrictive Environment (LRE). Additionally, the program promotes inclusive practices for varying degrees of disability within the general education classroom. The goal is to provide the necessary supports for students to successfully participate academically, socially, and as independently as possible within the classroom. Services provided are determined by the student's IEP. Related services such as Counseling, Occupational Therapy, and Speech and Language Therapy, are provided based on the student's IEP. All service providers track data on the student's current functioning levels and progress on individual goals. Service providers are required to maintain service logs, complete quarterly progress reports, and maintain data to support the student's progress towards annual goals. Triennial reevaluation plans are conducted by all ESE service providers to assess the current functioning levels of students and the continued need for services based on formal evaluations.

**E.3.2 Instruction**

Many students receive remediation for academics within the ESE classroom by a certified ESE teacher. The ESE teacher provides instruction in a small group setting, where students are able to receive assistance in reading, language arts, and math. Within the ESE classroom the students work on their individual IEP goals, receive assistance on class work when needed, with the primary goal being the remediation of deficient academic skills. The ESE teacher follows the student's IEP by providing the required hours/minutes needed in the ESE classroom, collects data regarding the student's progress, logs service hours, and completes quarterly progress reports. When the students are receiving instruction in the general education classroom, teachers provide the necessary supplemental aids and accommodations to assist the students in successful participation and academic success. These supplemental aids and accommodations are determined by the ESE team based on each student's particular needs. Accommodations are provided in four areas: Presentation—how students receive information, Responding—how students show what they know, Setting—how the environment is made accessible for instruction and assessment, and Scheduling—how time demands, and schedules may be adjusted. Examples of supplemental aids include but are not limited to the provision of extended time on assignments and assessments, breaking lessons into smaller segments, providing copies of directions or assignments, small group testing, and reduced assignments. Classroom teachers refer to each student's IEP at a Glance, provided by the ESE Specialist, to provide the appropriate supplemental aids and accommodations needed for the individual student. These supplemental aids and accommodations are documented within weekly lesson plans. The students not only receive these supplemental aids and accommodations in the classroom, but on statewide assessments as well.

***E.4 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?***

Paragon currently has one student who receives gifted services at this time. Based on the student's EP, the student receives enrichment in the core content areas of language arts and

reading within the general education classroom. This enrichment consists of curriculum compacting, advanced independent assignments, and consultative services with the gifted teacher weekly for monitoring the completion of projects/goals. The gifted program at the school is still in the developmental stage, as the majority of students have more complex learning needs. Ideally, gifted students would receive instruction in a high achieving classroom for all core content areas. At this time, student assessment data is continually reviewed to identify high performing students to determine if screening for the gifted program is warranted. Students are administered the KBIT-2 by the ESE Specialist, and based on the results of the screening, a consent for formal evaluation is provided to the parent.

### **E.5 Describe the testing plan and progress monitoring plan for SWDs.**

#### **E.5.1 Testing**

Currently, all students with disabilities are administered a Diagnostic Assessment of Reading (DAR) and a TOMA 3 at the beginning of each school year. This is to pinpoint their current level of performance and students are then reassessed prior to the creation of the annual IEP to provide the most current data. Additionally, all students with disabilities are required to participate in the iReady baseline assessment. Once their current levels are assessed, the ESE teacher assigns the student to specific groups based on skill and grade level and begins to work with the students on their IEP goals. In addition, all SWD are assessed with the iReady Diagnostic Assessments in the areas of reading and math three times per year. This allows the general education teachers and ESE teacher to monitor skill acquisition and drives instruction based on identified skill deficits. All classroom teachers continually provide assessments appropriate to the scope and sequence of lessons within the curriculum to determine progress and acquisition of skills. All students with disabilities at Paragon are required to participate in statewide assessments, as no students receive instruction on access points, or take alternative assessments (FSAA) at this time. Students are prepared for the Florida Standards Assessment (FSA) by instruction geared towards the acquisition of necessary skills needed to master grade level curriculum. Although the majority of SWD will find the demands of the grade level curriculum challenging, differentiated instruction and the supplemental aids and accommodations provided in the classroom, allow all students to demonstrate growth and often mastery of their individual learning goals.

#### **E.5.2 Progress Monitoring**

The ESE teacher and related service providers are responsible for monitoring progress in the following areas: academic, social emotional, independent functioning, and communication. For example, the ESE teacher would be responsible for monitoring the progress of a student with a learning disability in the area of mathematical word problems. Whereas, the SLP collects data on the communication needs of students in the areas of speech and language. Data is collected and submitted for approval to the ESE Specialist quarterly. The data collected on individual IEP goals is also used to determine whether the current IEP goals need revision, at which time an Interim IEP meeting would be held to adjust goals and services if needed. Quarterly progress reports are completed by the ESE teacher and SLP to report on progress of individual IEP goals. Interim reports and quarterly report cards are completed by classroom teachers to report on progress in the general education classroom.

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

## **Programmatic Review and/or Desktop Review will be conducted.**

### **F.1 What is the school's plan for identifying, placing and scheduling ELLs?**

Paragon utilizes the Sponsor's *State-Approved ELL Plan\** as a guide for identifying, placing, and scheduling ESOL students. It is important to recognize the sections of the Sponsor's plan that have become the standards at Paragon:

*Parents of students who answer "yes" to any of the three HLS questions and/or meet the definition of ELL, are advised that the student will need an aural/oral language assessment of English proficiency to determine eligibility and placement in the district's ESOL Program. The student is then referred to a trained language proficiency assessor at the school. If the assistance of a language proficiency assessor from the Bilingual/ESOL Department is needed, these services are requested... \**

Paragon's registration form (on file) is presented in the parent's native language and includes the required HLS questions. Copies of required correspondence are sent home and retained in the child's folder.

*If a parent answers "yes" to ANY of the three questions on the HLS, then the student is assessed for aural/oral language proficiency in English, within 20 days of registration. If the student is not assessed within the 20 days, this period is extended an additional 20 days as long as parents are notified in writing in their native language... \**

Paragon complies with this policy. An on-site review will verify this statement.

*For students in grades K-12 with inconsistent test data, an ELL Committee is convened to determine if the student should enter the ESOL Program. Parents are invited to attend this meeting. \**

In this situation, Paragon's ELL committee convenes to discuss possible language complications. The student is interviewed to determine the level of non-English spoken in the home. Parents are contacted to discuss the committee's concerns. A decision is reached regarding placement in the ESOL program.

*ELLs receive instruction that is comprehensible, equal and comparable in amount, scope, sequence and quality to the instruction provided to English proficient students. Instruction is aligned with the appropriate standards, benchmarks, and course descriptions. Textbooks and other instructional materials used with ELLs are the same as those used with non-ELLs in the same grade. All teachers of ELLs document the ESOL strategies used for each lesson in their plan book. \**

Paragon instructors and administrators agree with and utilize this strategy.

### **F.2 Describe how the school has and will continue to comply with the state-approved district ELL Plan?**

As stated above, Paragon uses the Sponsor's plan as a guide for working with ELL parents and students. The records will show that all ELL students are administered the appropriate



assessments according to the testing schedule. Scores from the FSA, EOC, NGSSS, and WIDA, are reviewed and analyzed. Results from these assessments guide instruction. Charts A-K show the achievement levels and learning gains of ELL students.

### **F.3 Describe how the school provides and will continue to provide equal access to instructional and categorical programs regardless of proficiency level.**

English Language Learners are enrolled in programming appropriate for his or her level of English proficiency and academic potential. English Language Learners have equal access to appropriate programs which include state funded English for Speakers of Other Languages (ESOL) instruction and instruction in basic subject areas which are understandable to English Language Learners and equal and comparable in amount, scope, sequence and quality to that provided to English proficient students. Instructional services are documented in the form of an English Language Learner Student Plan.

Basic ESOL programs include instruction to develop sufficient skills in speaking, listening, reading, and writing English to enable the student to be English proficient. (b) English Language Learners are classified according to their levels of English language proficiency, academic achievement, and special needs, and are placed in appropriate instructional services for these levels. Basic ESOL instruction is provided in heterogeneous classroom settings.

An English Language Learner is provided basic ESOL programming for the minimum number of hours per day or week, as specified in the individual ELL student plan. The plans specify that each student receives, at minimum, the amount of basic ESOL instruction which includes special or alternative language arts necessary to attain parity of participation with English proficient students in language arts. The English Language Learner does not receive less than the total amount of instruction received by an English proficient student at the same grade level.

ELLs receive instruction that is comprehensible, equal and comparable in amount, scope, sequence and quality to the instruction provided to English proficient students. Instruction is aligned with the appropriate standards, benchmark and course description. Textbooks and other instructional materials used with ELLs are the same as those used with non-ELLs in the same grade. Evidence can be observed during classroom visits, through lesson plans, through the use of materials, audiovisuals, and through grade book notations. All teachers of ELLs document the ESOL strategies used for each lesson in their plan book. \*

\*Verification can be obtained through a review of the TERMS panels as well as onsite visits.

### **G. Explain the school's current process for MTSS/RtI, specifically with documentation of progress monitoring and the assessments used.[2]**

#### **Progress Monitoring**

Progress monitoring of interventions is the "heart and soul" of RtI. It is the means by which student progress in response to interventions is documented, and it is the mechanism that creates



the data for data-based decision making. Without effective progress monitoring, Rtl fails to achieve its intended purpose of assisting students to make gains in the acquisition of needed academic and/or behavioral skills and competencies. The student's performance in an identified area (e.g. reading fluency, as measured by words read correctly per minute) is compared to several important reference points: (1) his/her performance prior to the start of intervention (baseline), (2) expectation (a benchmark or grade-level standard), and (3) performance of the peer group on the same skill. In this way, vital information about the student's rate of progress is documented and the CPS team can make effective decisions about the interventions being implemented.

### **Assessments**

As stated throughout this application, the following assessments are used to determine student academic growth: FSA; NGSSS; EOC; iReady; The Rigby PM Ultra diagnostic assessment; The Burns/Roe; Informal Reading Inventory; The Diagnostic Assessment of Reading (DAR); Data from screenings; unit tests, and teacher generated assessments.

## **G.1 Describe the charter school's collaborative problem-solving team (CPST).**

### **CORE TEAM**

- Administrator (Principal or Vice Principal)
- Teacher(s)
- School counselor
- School social worker (if necessary)
- Behavior Specialist
- ESE Specialist
- Parents (may be invited; may still proceed with CPS if they decline to participate)

Problem solving for general education students is conducted under the auspices of the Collaborative Problem Solving (CPS) team. The CPS team is the central repository for academic and/or behavioral concerns about general education students and it is the primary vehicle by which interventions are planned, implemented, progress monitored, and evaluated—that is, the CPS team is the School-Based Leadership Team mentioned in all FLDOE MTSS/Rtl documents and the means by which Rtl is carried out.

A CPS model is employed to ensure that the decisions made about what a group of students or an individual student needs, academically or behaviorally, draw on a number of sources. The CPS team uses assessment data to determine how a student or students are progressing and what type of interventions might be needed. CPS teams include administrators, a school psychologist, school counselor, school social worker, parents, and teachers. Additional teachers, other specialists, and the student (when developmentally appropriate) may be added to the team as needed.

## **G.2 How does the charter school encourage and document parent participation during the Rtl process?**

Active parent participation is an integral part of the problem-solving process. Parents are important sources of historical and environmental information about students. Parents are invited

to participate and are informed at all decision-making points. Parent participation is documented. Students, being served through interventions, have a clear understanding of what is expected of them and, whenever possible, they play an active role in self-monitoring their behavior.

### **G.3 Describe the charter school's data analysis process for all tiered interventions.**

#### **Tier 1 Students**

1. FSA, NGSSS, and EOC data (if available) are reviewed at the start of the school year or as the student arrives.
2. If the student arrives from out of State, assessment data is reviewed (if available) or requested from the prior school.
3. Data in reading/ELA and mathematics is reviewed a minimum of three times a year using iReady diagnostic software.
4. Students' scores on tests and quizzes are reviewed as completed to assess understanding of concepts presented during lessons.

#### **Tier 2 Students**

1. FSA, NGSSS, and EOC data (if available) are reviewed at the start of the school year or as the student arrives. Students identified as below level are flagged and instructed using Tier 2 intervention strategies. In reading, these strategies are listed in the comprehensive reading plan on file.
2. Tier 2 students are carefully tracked using iReady diagnostic software. Tier 2 students are tested each month to determine student progress on deficient skills. Charts and graphs are generated and reviewed.
3. Teachers use observation notes to record early warning indicators such as attendance, behavior, and parent cooperation as part of the analysis of student achievement results.
4. Most Tier 2 students will work with the reading resource teacher (RRT). The RRT will determine if additional diagnostic tests are required. If so, the RRT will usually administer the assessment.
5. Many ELL students are placed in Tier 2-type interventions if English language acquisition is not progressing. iReady instructional and diagnostic software tracks student progress.

#### **Tier 3 Students**

1. If it has been determined that Tier 2 interventions are not helping, more in depth diagnostic assessments are started. Paragon utilizes the DAR for this purpose. A more intense, basic skills level intervention series is used to help students find success. The CRRP on file outlines the materials being used.
2. Monthly assessments track student progress. The iReady diagnostic software as-well-as textbook-based assessments are used to determine if Tier 3 interventions are being successful.

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

Paragon's first step in its EWS is a review of prior year FSA scores. As required, any student with a score of 1 or 2 in ELA is immediately flagged. If this is a recurring situation, the student is most likely in the RtI process. Beginning of the year diagnostic assessments in reading and math are given to all students using iReady diagnostic software. Students falling significantly below level in

reading or math are flagged for additional interventions. Students in these academic categories are provided academic interventions as discussed in depth above. This includes frequent progress monitoring.

Paragon has also started using the *Early Warning System Data* form (Table 1) for the teachers to record behaviors (suspensions included) and attendance as well as assessment results and report card grades. Information gathered on this form helps the CPST to make decisions concerning intervention strategies. Each student has a folder where information and data help teachers to provide the appropriate instruction.

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

In addition to the academic interventions mentioned below, teachers use the Early Warning Form, (see Table 1), to track attendance and behavior. Students exhibiting attendance or behavioral issues are referred to the school's LCSW who conducts an interview. The LCSW works with the Dean and the ESE specialist to determine the best course of action which could include referral to community resources for additional assistance. The LCSW will contact the parent to discuss counseling needs for the students and for the family if needed.

### **Below Level Interventions including FSA 1 and 2 in Reading**

#### **ELA/Intensive Reading**

Students diagnosed as below level are placed in the appropriate reading series as outlined in the *2019-2020 CRRP* (See Appendix). Students below grade level are also provided extra reading instruction through pull-out groups and mandatory tutoring sessions. A review of the data (Charts A-F) has shown that these instructional strategies are working; reading and ELA achievement has improved over the years, especially with students who remain in the program for three or four years.

As mentioned above, all middle school students attending Paragon are scheduled to take a reading course one period each day. The classroom infrastructure (class size, materials, etc.) is adequate to implement the content area reading intervention courses as necessary. Intervention courses include, on a daily basis:

1. Whole group explicit instruction
2. Small group differentiated instruction
3. Independent reading practice
4. Integration of Florida Standards specific to the subject area (biology, world history, etc.)
5. Opportunities for accelerated achievement in order to facilitate deep understanding of reading of grade level texts
6. Students are scheduled to utilize the computer-based *iReady Instruction in Reading*
7. Students identified as having intervention needs in the areas of decoding and/or text reading efficiency (using the diagnostic assessments outlined above) and are two or more years below grade level, will have a double block of reading to accelerate foundational reading skills. Extended reading is accomplished by scheduling students to interventional reading during their scheduled Peer Counseling course.

### **Reading Intervention**

## Varying Levels of Complexity

The goal of the Paragon's Comprehensive Reading Plan is to ensure that students are reading at or above grade level. This plan includes high-level thinking opportunities for students to grapple with and construct meaning from complex texts.

Teachers incorporate texts of varying levels of complexity into their instruction, providing various instructional opportunities for students to read, write, discuss, and listen to text for different specific purposes. Many of these texts are included with the programs selected for the curriculum. In addition, teachers have students select, with guidance, books in their area of interest to engage in and practice independent reading and writing.

Paragon has developed a CRRP consistent with effective teaching strategies and grounded in scientifically based reading research (On File). The plan does the following:

- Provides a clear and coherent framework for teaching and learning;
- Aligns with the School's mission, educational philosophy and instructional approach;
- Enables students to attain Florida Standards and gain a year's worth of learning for each year enrolled; and
- Serves the academic needs of all students in middle school.

Additionally, the Schools' Comprehensive CRRP includes the following components:

- Effective instructional leadership;
- Data analysis to determine placement, small group instruction, appropriate curriculum materials, and needs-based instruction;
- Utilization of research-based instructional materials and strategies to address specific students' needs;
- After school intensive reading instruction as needed;
- Systemic professional development targeted at individual teacher needs as *determined by analysis of student performance data; and*
- *Appropriate, research-based instructional materials and strategies to address specific student needs.*

### From the OSPR checklist:

*Has the school implemented an Early Warning System to identify vulnerable students for additional interventions?*

Yes, answered above.

*Has the school provided evidence of Early Warning System data and a narrative describing support services provided to students?*

Yes, in this application.

*Has the school implemented a process to track and monitor student retentions (current year retainees and students retained two or more times)?*

Yes, kept in administrative files and monitored by the Principal.

Has the school provided evidence of a Course Recovery process?

Please refer to the documents Image 3-B for a review of the recovery process. A review of



Paragon's TERMS screen showing courses assigned for verification.

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

Academic data for the school's EWS is obtained from FSA, NGSSS, iReady, and other diagnostic instruments as needed. Academic data is updated at least twice a marking period (interim and report card dates); during benchmark assessment periods (fall, winter, spring); and as needed.

Attendance and behavioral data are obtained from TERMS (DWH) reports. DWH reports are pulled twice a marking period and as needed.

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[1] **Quantitative** data can be counted, measured, and expressed using numbers. **Qualitative** data is descriptive and conceptual. **Qualitative** data can be categorized based on traits and characteristics.

[2] Refer to the school's *CPS RtI Manual*

## **Attachments**

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

– No Attachments –

# FINANCIAL PERFORMANCE

## 1. FINANCIAL MANAGEMENT

### Section Evaluation

#### Final Rating

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

Partially Meets the Standard

Partially Meets the Standard Lourdes Panizo, 11/21/19

## Section 3: Financial Performance

### Financial Management

**A. Demonstration of Professional Competence and Sound Systems in Managing the Schools Financial Operations:**  
**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 following answers can be verified by reviewing the *BASIC FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION, Year Ended June 30, 2019* (The Annual Audit), on file.  
Summary statements from the document follow:

*"3. Measurement focus, basis of accounting, and financial statement presentation (continued)*

*PAT has a revenue spending policy that provides policy for programs with multiple revenue sources. The board of directors will use resources in the following hierarchy: debt proceeds, federal funds, state funds, local no-city funds, city funds and funds passed through the District. For purposes of fund balance classification expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The Board of Directors has the authority to deviate from this policy if it is in the best interest of PAT.*

#### 4. Budgetary basis of accounting

*PAT's annual budgets are adopted for the entire operations for PAT and may be amended by the Board of Directors (the 'Board'). Since the budgetary basis differs from generally accepted accounting principles ("GAAP"), budget and actual amounts in the accompanying required supplementary information are presented on the budgetary basis.*

*A reconciliation of revenues over expenditures presented in conformity with GAAP is set forth in the adjustments to the required supplementary information."*

The information above, reported in the Annual Audit, verifies that the school has an effective system of control over revenues and expenses. In addition, *Table 7: Audited Capital Assets Reconciled to The General Ledger for Paragon Academy of Technology*, clearly describes how well the school manages capital assets. This report is reviewed yearly by administration, the Governing Board (or Board of Directors) and accountants to maintain control over the assets of the school.

### **B.Adherence to Generally Accepted Accounting Principles: Explain how the charter school adheres to generally accepted accounting principles.**

The following answers can be verified by reviewing the *BASIC FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION, Year Ended June 30, 2019* (The Annual Audit), on file. Summary statements from the document follow:

*"An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. Accordingly, we express no such opinion."*

#### **"Compliance and Other Matters**

*As part of obtaining reasonable assurance about whether PAT's financial statements are free of material misstatement, we performed tests of compliance with certain provisions of the laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct effect on the determination of financial statement amounts. --- The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards."*

### **C.Financial Reporting Requirements: 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 record shows that all financial reporting requirements are strictly adhered to. Federal, State,

and local financial reporting have been consistently completed on time and in compliance with reporting guidelines.

## Attachments

### Section 1: FINANCIAL MANAGEMENT

– No Attachments –

## 2. FINANCIAL VIABILITY

### Section Evaluation

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

### Final Rating

Partially Meets the Standard

## Financial Viability

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

Paragon administrators and Governing Board work closely with several entities that help the school maintain a balanced budget and positive cash flow. They are:

1. School Financial Services, 54 South, Martin Street, Bonifay, FL 32425. Services provided include accounting, bookkeeping, budgeting, reporting, purchasing, accounts payables, accounts receivable, auditing, cash flow analysis, board financial reports, contract reviews, banking, 1099s, and fixed asset management.
2. ACH of America, 777 E. Altamonte Dr., Altamonte Springs, FL 32701. Services include insurance, payroll and tax administration, benefits and claims administration, workers' compensation, risk management and loss control, 401(k) and qualified retirement program administration.
3. Infante & Company, 1930 Harrison St # 308, Hollywood, FL 33020. Certified Public Accountants and Business Consultants.

A review of the school's five-year budget (Table 9) and revenue Estimate Sheet (Table 10) outline a positive cash-flow situation. The chart shows *no change* in enrollment over the course of the next five years as is consistent with historical enrollment figures. It is expected that the financial situation will change as the school expands and adds additional students. However, at this time there are no plans for expansion.

### B.Financial Obligations: Verify that the charter school's financial obligations are in good standing.

Florida Statute 218.503Determination of financial emergency.—



(1) Local governmental entities, charter schools, charter technical career centers, and district school boards shall be subject to review and oversight by the Governor, the charter school sponsor, the charter technical career center sponsor, or the Commissioner of Education, as appropriate, when any one of the following conditions occurs:

(a) Failure within the same fiscal year in which due to pay short-term loans or failure to make bond debt service or other long-term debt payments when due, as a result of a lack of funds.

(b) Failure to pay uncontested claims from creditors within 90 days after the claim is presented, as a result of a lack of funds.

(c) Failure to transfer at the appropriate time, due to lack of funds:

1. Taxes withheld on the income of employees; or

2. Employer and employee contributions for:

a. Federal social security; or

b. Any pension, retirement, or benefit plan of an employee.

(d) Failure for one pay period to pay, due to lack of funds:

1. Wages and salaries owed to employees; or

2. Retirement benefits owed to former employees.

**From the June 30, 2019 Audit:**

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

On May 1, 2019, Paragon Academy of Technology, Inc. entered into a long-term financial agreement with Sunshine Elementary Charter School, Inc. for the purchase of the property they were leasing at 502 N. 28<sup>th</sup> Ave., Hollywood, FL 33020. The schools were loaned \$7,860,000 in the form of *Educational Facilities Revenue Bonds, Series 2019 A & B*, to secure the purchase. Moving from a leasing situation to partnership for the purchase of the property will save the schools tens of thousands of dollars in rent over the term of the loan. The potential savings and the security of a permanent location were discussed and agreed to by the school's financial advisors and Governing Board. The finalization of the purchase lends significant proof of the school's positive financial situation.

Tables 9 & 10 outline Paragon's five-year financial plan. The plan includes payments according to the new mortgage schedule and rental agreement with Sunshine Charter.

## **Attachments**

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

– No Attachments –

# ORGANIZATIONAL PERFORMANCE

## 1. STUDENT ENROLLMENT AND CONDUCT

### Section Evaluation

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

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

### Final Rating

Partially Meets the Standard

## Section 4: Organizational Performance: Student Enrollment and Conduct

### A.Student Enrollment Trends: Explain if the charter school's actual enrollment has been consistent with its projections.

Table 4, *Historical & Current Enrollment*, demonstrates that Paragon's enrollment has been very consistent with projections over the past eight years. The school will grow when new facilities are constructed. At this time, there are no plans for facility development.

### B.Racial/Ethnic Composition of the Student Body: Provide the demographics of the community the charter school serves.

Paragon draws students from many different communities. *TABLE 5, Community Demographics*, outlines the major communities of the students enrolled. Paragon's diverse student population is reflective of the many areas served. Table 6 reflects Paragon's Racial & Ethnic Demographics compared to the community served (From, *Image 2: L03*).

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

As stated in our Admission's Policy:

- Paragon Academy will admit students of any race, color, national and ethnic origin, religion or gender. It is the intention of Paragon Academy of Technology to reflect the community it serves. Paragon's enrollment statistics verify compliance with this section of the agreement.

- Paragon also follows the “lottery method” when applications exceed seat space. Paragon’s lottery procedures are on file with the Sponsor.

Paragon’s Admissions Policy complies with the law. A review of the demographics and subgroup enrollment data will also help to verify compliance with State law.

## **D.School Environment: Describe the charter school’s plan to ensure a safe and secure environment.**

From Paragon’s *Mission Statement*, “*The mission of Paragon Academy of Technology is to create a safe, stimulating, and nurturing environment that will help students become accomplished readers, writers, and problem solvers.*” Paragon will ensure that the students learn in a safe and secure environment by continuing established programs and policies including:

- Paragon will also continue to maintain a full time Dean of Students. The Dean provides the students and families access to onsite assistance in many social and emotional aspects of community and school, as well as, other obstacles to learning including problems with bullying, family issues, and peer relationships.
- Paragon will maintain a full-time armed guard as required by law.
- Paragon will continue its zero-tolerance policy.
- Teachers and staff will utilize the approved behavior management plan for all students.
- Teachers and support personnel will continue to discuss behavior concerns during CPS meetings.
- Paragon will continue to upgrade facilities security including upgraded and additional cameras, electronic gates are being investigated, and face recognition software is being reviewed. Safe Schools funds will help support these initiatives. Projects already completed include:
  - Building Identification signs were installed on all buildings
  - Privacy screening for the perimeter fence was installed
  - Cameras are being updated
  - Visitor identification software is being reviewed.

## **Student Discipline**

Chart M reports the number of discipline events in the years 2017-2019 (only data available).The results are as follows, of 102 incidents:Attendance Incidents, 1; Rule Violation, Disruptive Incidents, 90; Substance/Drugs, 4; Acts Against Persons, 7; Other Criminal Incidents, 0; Property Incidents, 0; Other Criminal Acts, 0.

This data indicates that 88% of the incidents reported were minor - disrespect, out of seat, rude behavior, defiance, etc.Ten percent (10%) of the incidents reported over the three-year period were somewhat more serious including minor fights and bringing unauthorized substances to school.Further, in 2019, only ten (10) incidents were reported - three (3) “more serious” (fight, unauthorized substances).This very low number of behavior incidents indicates the success of the school’s zero tolerance policy and a high level of student counseling and parental support.

Paragon will continue to employ a Dean of Students who will work with parents and students to prevent disruptive behaviors and help as needed.Paragon will continue its policy of zero tolerance.Disruptive behaviors in the classroom will not be tolerated.Parents will continue to work with the school to prevent disruptive behaviors.Counseling resources at school and through community partnerships will continue to be a major component of Paragon’s student and family support system.

This policy is also part of the schools Multi-Tiered System of Support. The school is confident that these low numbers of discipline events will continue through its next contract term.

## Attachments

### Section 1: STUDENT ENROLLMENT AND CONDUCT

– No Attachments –

## 2. FACILITIES

### Section Evaluation

Meets the Standard Victoria Stanford, 11/26/19

Final Rating

Meets the Standard

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

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

A review of the past five years of the following documents (on file) will verify that Paragon is compliant with all applicable health and safety laws and codes:

- Emergency Evacuation Plans
- Valid Certificates of Occupancy
- Health, Safety and Fire Reports
- Fire and Health Inspections
- Fire Drill Reports and Tornado Drills
- Code Red Drills

*Table 6: District Immunization Compliance Report*, is an example of Paragon's compliance with health laws. Currently, Ninety-six percent (96%) of Paragon's seventh grade students are fully immunized. It is expected that this number will be 99% when all forms are submitted.

Paragon is also in compliance with the following safety laws and polices:

- Active Assailant Response Plan
- Behavioral Threat Assessment Teams
- Florida Safe Schools Assessment
- Mental Health Assistance Allocation Plan

All plans and documents are on file for review.



## Attachments

### Section 2: FACILITIES

– No Attachments –

## 3. GOVERNANCE, STAFF AND PARENTS

### Section Evaluation

Partially Meets the Standard Khandia Pinkney, 11/6/19

Meets the Standard Maria Yen, 11/13/19

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

Partially Meets the Standard

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

The following statements are from Paragon's current contract. Responses to compliance and implementation follow each of these statements. Verification can be found by reviewing all documents on file with the Sponsor.

### ARTICLE 9: GOVERNANCE

Section 9.A **Public or Private Employer:** Paragon operates as a private employer according to State law.

#### Section 9.B: **Governing Board Responsibilities:**

Documents on file will verify that Paragon's Governing Board:

Section 9.B.1: annually adopts and maintains an operating budget and submits the 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: retains the services of a certified public accountant/auditor for the annual financial audit, who submits the report to the Governing Board;

Section 9.B.3: reviews and approves the audit report, including audit findings and recommendations for the financial recovery plan, if any;

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

Section 9.B.5: establishes, defines, refines and oversees 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: exercises continuing oversight of the School's operations;

Section 9.B.7: reports 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: participates in governance training approved by the Department of Education that includes government in the sunshine, conflicts of interest, ethics, and financial responsibility;

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

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

Section 9.B.12: complies 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: avoids 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: demonstrates financial competence and adequate professional experience;

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

Section 9.B.16: determines 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: is 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: is 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: serves as the fiscal agent for the School and is involved from the School's inception in all policy matters pursuant to the provisions of the corporation's bylaws; and

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

Section 9.B.21: appointed a representative (liaison) to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes.

Section 9.D: **Reasonable Access to Records by Sponsor:** Paragon's Governing Board agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor.

Section 9.F: **Reasonable Notice to Sponsor of Governing Board Meetings:** The Governing Board provides the Sponsor with reasonable notice of the date, time, and place of its meetings and notice to the Sponsor of any changes or cancellation of scheduled meetings, to the extent practical.

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal are held current at all times and the Sponsor is notified immediately of any changes. The procedures for the replacement of Governing Board Members are set forth in the Governing Board's By-Laws which are on file for review. (See Bylaws)

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator are fingerprinted within ten (10) days of their appointment and meet level 2 screening requirements as described in Section 1012.32, Florida Statutes.

Section 9.J: **Non-Profit Organization:** As required by Section 1002.33(12)(i), Florida Statutes, the School has been organized as a Florida non-profit organization and maintains status as a Section 501(c)3 status under the Internal Revenue Code. (See Image 11)

Section 9.K: **Compliance with Applicable Ethical Requirements:** To the extent applicable, the officers and directors of the School comply with Part III, Section 112, Florida Statutes (the Code of Ethics for Public Officers and Employees).

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

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

Records on file show that all Governing Board members are trained and fingerprinted as required. The Board Secretary keeps records of trainings and certificates to ensure timely compliance. See Image 8 for copies of training certificates.

**B.Compliance with Sunshine Laws: 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.**

Section 9.E of the Agreement: **The Sunshine Law**

The Governing Board provides reasonable public notice of the date, time, and place of its

meetings and maintains detailed minutes of its meetings, which are regularly scheduled. Annual Sponsor reviews of the school's website provided evidence that the school is following this rule. See Images 5 and 6 for verification.

#### Section 9.C of the Agreement: **Public Records**

Paragon complies with Section 1002.33(16)(b)(2), Florida Statutes, relating to public records. All requests for public records are reviewed and answered, if allowable.

#### **A.Instructional Staff: Employment/Staffing**

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

#### **Certification Self Audit**

Paragon complies with the requirement to complete a self-audit related to the current status of teacher certification. (See Table 8 – Certification Audit) A review of this audit will show that all instructional and instructional support personnel are certified or in the process of becoming certified in their assigned position. The Principal monitors the progress of any employee working to complete certification requirements.

#### **Recruitment**

Paragon utilizes *Indeed* recruitment services to advertise for qualified candidates:

*"Indeed is the #1 job site in the world with over 250 million unique visitors every month. Indeed strives to put job seekers first, giving them free access to search for jobs, post resumes, and research companies. Every day, we connect millions of people to new opportunities."*

Image 7 shows Paragon's *Indeed* summary of advertised positions for the past four months.

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

Paragon utilizes the Florida Consortium of Public Charter Schools Instructional and Administrator State approved evaluation plans. All documents are on file for review.

- Provide the approved and adopted pay for performance plan and salary schedule

Paragon's current pay for performance plan with supporting documents and salary schedules are on file with the Sponsor. Paragon has been in compliance with this law since it was adopted. Paragon will continue to maintain up to date evaluation and salary plans as required by law.

#### **B.Parental Involvement: Demonstrate how the charter school has and is effectively involving parents in its programs as defined in the school's contract or prior application.**

Image 9 shows an example of the school's newsletter requesting parent involvement in school activities. Image 10 is a sample (one class) of parent participation in an open house meeting.

Paragon teachers and school administration are constantly in touch with parents concerning upcoming events including the Title I Annual Parent Open House, Governing Board meetings, field trips, social events and more. In addition, parents have a direct connection with parents



through the GradeBook Wizard student report portal; Class DoJo; email; and phone calls. The school will gladly provide examples of these communications if requested.

Paragon has also offered parents opportunities to attend workshops on school and community services. In fact, one Paragon Board member facilitated a workshop titled, *English for Spanish Speaking Adults*. The school is planning an even more extensive workshop schedule in the future.

A review of the documents located on the Title I's "Good Compliance" portal will also provide evidence of parent participation. Parent involvement is, and will be, encouraged at Paragon.

## **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

"All attachments are to be included in the attachment section. DO NOT UPLOAD THE REQUESTED DOCUMENTS AFTER EACH SECTION." All attachments are in this section. I am ignoring where it states on the "Submit Page," attachments are "required" and "none" were uploaded.

### Attachments

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

1.1	<u>CPS Rtl Manual</u>	MONTES, STEVEN, 10/21/19 12:39 PM	PDF / 933.559 KB
1.2	<u>Table 10 Budget Template</u>	MONTES, STEVEN, 10/21/19 12:39 PM	PDF / 147.404 KB
1.3	<u>Table 9 Budget Template - Revenue</u>	MONTES, STEVEN, 10/21/19 12:38 PM	PDF / 167.645 KB
1.4	<u>Table 8 Certification Audit</u>	MONTES, STEVEN, 10/21/19 12:38 PM	PDF / 237.725 KB
1.5	<u>Table 7 PAT Audited Capital Assets</u>	MONTES, STEVEN, 10/21/19 12:38 PM	PDF / 49.02 KB
1.6	<u>TABLE 6 Community Demographics DATA</u>	MONTES, STEVEN, 10/21/19 12:37 PM	PDF / 104.431 KB
1.7	<u>TABLE 5 Community Demographics</u>	MONTES, STEVEN, 10/21/19 12:37 PM	PDF / 537.703 KB
1.8	<u>Table 4 HISTORICAL ENROLLMENT</u>	MONTES, STEVEN, 10/21/19 12:37 PM	PDF / 87.486 KB
1.9	<u>Table 3 Approved Curriculum Materials</u>	MONTES, STEVEN, 10/21/19 12:37 PM	PDF / 17.541 KB
1.10	<u>TABLE 2 School Grades19 Comparison</u>	MONTES, STEVEN, 10/21/19 12:36 PM	PDF / 149.061 KB

1.11	<u>TABLE 1 Early Warning</u>	MONTES, STEVEN, 10/21/19 12:36 PM	PDF / 73.189 KB
1.12	<u>M CHART - DISCIPLINE</u>	MONTES, STEVEN, 10/21/19 12:36 PM	PDF / 365.695 KB
1.13	<u>L Chart - ESE &amp; ELL Enrollment</u>	MONTES, STEVEN, 10/21/19 12:35 PM	PDF / 123.712 KB
1.14	<u>K Chart - 5381_LOW30_08-13-19.xls</u>	MONTES, STEVEN, 10/21/19 12:35 PM	PDF / 177.931 KB
1.15	<u>Image 11 SUNBIZ DOCUMENT</u>	MONTES, STEVEN, 10/21/19 12:34 PM	PDF / 59.869 KB
1.16	<u>Image 10 Open House</u>	MONTES, STEVEN, 10/21/19 12:34 PM	PDF / 432.05 KB
1.17	<u>Image 9 Parent Involvement</u>	MONTES, STEVEN, 10/21/19 12:34 PM	PDF / 691.468 KB
1.18	<u>Image 8 Board Certification</u>	MONTES, STEVEN, 10/21/19 12:34 PM	PDF / 237.725 KB
1.19	<u>Image 7 Employment</u>	MONTES, STEVEN, 10/21/19 12:33 PM	PDF / 226.308 KB
1.20	<u>Image 6 Minutes on Web</u>	MONTES, STEVEN, 10/21/19 12:33 PM	PDF / 611.435 KB
1.21	<u>Image 5 Board Schedule</u>	MONTES, STEVEN, 10/21/19 12:33 PM	PDF / 537.703 KB
1.22	<u>Image 4 DISCIPLINE RECORDS</u>	MONTES, STEVEN, 10/21/19 12:32 PM	PDF / 934.462 KB
1.23	<u>Image 3-B Recovery</u>	MONTES, STEVEN, 10/21/19 12:32 PM	PDF / 237.477 KB
1.24	<u>Image 2 TERMS L03</u>	MONTES, STEVEN, 10/21/19 12:32 PM	PDF / 95.39 KB
1.25	<u>Image 1 TERMS L03 ELL</u>	MONTES, STEVEN, 10/21/19 12:31 PM	PDF / 50.289 KB
1.26	<u>H CHARTS - Specific Learning Gains</u>	MONTES, STEVEN, 10/21/19 12:31 PM	PDF / 503.489 KB
1.27	<u>G CHARTS - EOC Civics</u>	MONTES, STEVEN, 10/21/19 12:31 PM	PDF / 995.779 KB
1.28	<u>F CHARTS - EOC Science</u>	MONTES, STEVEN, 10/21/19 12:30 PM	PDF / 983.881 KB
1.29	<u>E CHARTS - iREADY Results</u>	MONTES, STEVEN, 10/21/19 12:30 PM	PDF / 219.092 KB
1.30	<u>D CHART - SCHOOL GRADES</u>	MONTES, STEVEN, 10/21/19 12:30 PM	PDF / 159.511 KB
1.31	<u>C CHARTS - Math 2015-19 Subgroups</u>	MONTES, STEVEN, 10/21/19 12:29 PM	PDF / 2.298 MB
1.32	<u>A CHARTS - Learning Gains &amp; Fed Index</u>	MONTES, STEVEN, 10/21/19 12:27 PM	PDF / 2.061 MB
1.33	<u>B CHARTS - ELA 2015-19 Subgroups</u>	MONTES, STEVEN, 10/21/19 12:27 PM	PDF / 230.461 KB

## Recommendation

School Name: **Paragon Academy of Technology**

Primary Contact: **STEVEN MONTES**

Submission Date: **October 25, 2019**

Recommendation Date: **February 4, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

Based on the review and evaluation of Paragon Academy of Technology's Renewal Program Review, the Superintendent's Charter School Review Committee is providing to the Superintendent an approval for a five-year renewal with pending 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.