



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-4.

MEETING DATE

2020-04-21 10:00 - Regular School Board 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 - Avant Garde Academy Foundation, Inc.

REQUESTED ACTION:

Approve the Charter School Renewal Agreement for Avant Garde Academy Foundation, Inc., on behalf of Avant Garde Academy K-5 - 5015.

SUMMARY EXPLANATION AND BACKGROUND:

The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school, and The School Board of Broward County, Florida, in a written contractual agreement that constitutes a school's charter.
A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center. A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.
See Supporting Docs for Continuation of Summary Explanation and Background.
This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☒ Goal 2: Safe & Supportive Environment ☒ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (1) (2) Avant Garde Academy 5015 - Executive Summary (3) Avant Garde Academy K5 - Renewal Agreement (4) Avant Garde Academy K8 Broward Charter Renewal Program Review

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Donté Fulton-Collins

Phone: 754-321-2135

Name:

Phone:

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

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

4/6/2020, 5:26:57 PM

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ LMB/DFC/BS:ac

Approved In Open
Board Meeting On:

APR 21 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 Avant Garde Academy Foundation, Inc., formerly known as Avant Garde Academy, Inc., on behalf of Avant Garde Academy K-5 Broward – 5015 formerly known as Avant Garde Academy K-8.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Avant Garde Academy Foundation, Inc., on behalf of Avant Garde K-5 Broward – 5015, for a five-year period. An Executive Summary is attached which specifies the grounds for the five-year renewal.

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

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

Executive Summary

**Renewal of Charter School Agreement
Avant Garde Academy Foundation, Inc.
(f/k/a Avant Garde Academy, Inc.)
Avant Garde Academy K-5 Broward – 5015
(f/k/a Avant Garde Academy K-8 – 5015)**

School Name	Avant Garde Academy K-5 Broward
Implementation Year	2015 – 2016
Termination Date of Current Charter Agreement	June 30, 2020
Address	2025 McKinley Street Hollywood, Florida 33020
Grades Approved to Serve	K-8
Grades Currently Serving	K-5
Current Enrollment	1017
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018 – 2019	B
School Grade 2017 – 2018	B
School Grade 2016– 2017	C

On March 3, 2015, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Avant Garde Academy Foundation, Inc. (f/k/a Avant Garde Academy, Inc.), to open Avant Garde Academy K-5 Broward – 5015 (f/k/a Avant Garde Academy K-8 Broward – 5015). The original contract was effective 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 K-5 only submitted by Avant Garde Academy Foundation, Inc. (Avant Garde Academy K-5 Broward – 5015). 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 elementary school (grades K-5).

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Avant Garde Academy Foundation, Inc. (Avant Garde Academy K-5 Broward – 5015), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Avant Garde Academy K-5 Broward – 5015, is located at 2025 McKinley Street, Hollywood, Florida 33020 which is located in District 1.

The governing board members of Avant Garde Academy, Inc., reside in Miami-Dade County, Broward County and Kissimmee, Florida.

CHARTER SCHOOL RENEWAL AGREEMENT

21st THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the day of April, 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

AVANT GARDE ACADEMY FOUNDATION, INC.
(f/k/a AVANT GARDE ACADEMY, INC.)
d/b/a/ AVANT GARDE ACADEMY K-5 BROWARD – 5015
(f/k/a AVANT GARDE ACADEMY K-8 BROWARD – 5015)
a Florida not-for-profit organization [hereinafter referred to as “School”],
and having its principal place of business located at
2025 McKinley Street, Hollywood, Florida 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 an elementary school, grade levels (K-5), within the school district; and

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

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

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

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

ARTICLE 1: RECITALS

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

ARTICLE 2: GENERAL PROVISIONS

Section 2.A: **Approved Application:** The School's approved application to operate a charter school is appended hereto as **Appendix 1** and is incorporated herein by reference. If any provision of this Charter is inconsistent with **Appendix 1**, the provisions of this Charter shall prevail.

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

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

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

Section 2.B.3: This section has been intentionally deleted from this agreement.

Section 2.B.4: **Charter Modification:** This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. Alteration of the grade levels served will require approval of a subsequent or supplemental charter school application to serve those additional grades. Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 at least 70% of the projected student 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 and quarterly financial reports, as required;

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

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

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

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

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

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

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

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

(j) if the School is a secondary charter school, its failure to comply with Section 1003.4282, 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) a failure by the School to fulfill all of the requirements for highly qualified instructional personnel as redefined by ESSA;

(u) the School's willful or reckless failure to manage public funds in accordance with the law;

(v) 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 and not promptly remedied in accordance with Section 14F of this agreement; or

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 days' 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 I status or and any other state or federal requirement 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 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 1050 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, unless promptly remedied in accordance with Section 14F of this agreement, 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 31st of the current school year during the term of this Charter.

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

Section 4.F: **Admissions and Enrollment Plan:** The School will be responsible for its enrollment process and shall admit and enroll students residing in the school district in accordance with Section 13C of the School's Application (**Appendix 1**) and Section 1002.33(10), Florida Statutes. 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 accordance with enrollment preferences identified in the Application and applicable laws. 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 (i.e., foster home, foreign exchange student) subject to the provision of appropriate documentation to support such student eligibility.

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

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

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

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

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

Section 4.H.4: **Due Process Hearings:** The School shall be liable to Sponsor for all damages, attorney's fees and costs awarded against the Sponsor relating to an alleged violation by the School of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 and School shall be liable for all attorney's fees and costs incurred by the Sponsor in its defense of any claims. The School shall not be obligated to Sponsor under this subsection for any damages, attorney's fees and costs awarded in favor of a student with disabilities due to Sponsor's violation of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 or for any costs and attorney's fees incurred by Sponsor in defending a claim that resulted in such an award. All expenses, cost and attorney's fees owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) 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 (except as may be reduced for high performing schools per applicable laws). 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 by 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 2019 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.a: **Payment Withholding:** Distributions of FTE funds may be withheld without penalty of interest, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) calendar days overdue:

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

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

Section 5.A.6: **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of the categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, less the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within thirty (30) 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 registration 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) days notice, may request at any time and the School shall provide, documents, including releases, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's Governing Board.

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)(1)(b), Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(b)(1)(a) and (b) Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the FLDOE publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book.) The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received, and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 691-73.002, Florida Statutes, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

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

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

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

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

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

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

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

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

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

Section 5.N.3: **Audited Financial Statements:** During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's audited financial statements for the year ending June 30th. The audited financial statements shall be prepared in the format required by Governmental Accounting Standards Board Statement No. 34 Basic Financial Statements and Management's Discussion & Analysis for State and Local Governments and presented in the Sponsor's Comprehensive Annual Financial Report (CAFR). The CAFR format should be provided no later than September 30th of each year. The annual audited financial reports shall include a complete set of financial statements, management's discussion & analysis, and notes thereto prepared in accordance with Generally Accepted Accounting Principles accepted in the United States of America and a management letter resulting from the financial statement audit. The audited financial statements and related management letter shall be provided no later than September 30th of each year. Municipal charters shall submit the annual audits no later than December 31st 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: 2025 McKinley Street, Hollywood, Florida 33020.

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.C.5: **Entity Disclosure:** The School is co-locating with Avant Garde Academy (MSID #5791) at 2025 McKinley Street, Hollywood, Florida 33020.

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 or willful acts 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 or willful acts 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 claim 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 or authorized 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 held current at all times and the Sponsor shall be notified immediately of any changes. The procedures for the replacement

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

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator shall also be fingerprinted at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes, within ten (10) 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/qualified based on Florida Statutes and highly qualified as redefined by ESSA. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) calendar days of employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.P: **Statutory Prohibitions and Restriction on Employment of Relatives:** The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in a position that 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 - 10th Floor
Fort Lauderdale, Florida 33301

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

THE SCHOOL: Julia Valent
Governing Board Chair
Avant Garde Academy Foundation, Inc.
2025 McKinley Street
Hollywood, Florida 33020

WITH COPY TO: Jurado Law Group, PA
c/o Christine Jurado
6401 NW 74th Avenue
Miami, Florida 33166

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)

Avant Garde Academy Foundation, Inc.
Name of Governing Entity (Not for Profit)

Attest: _____
Secretary
- or -

Witness

Witness

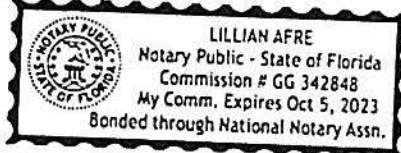
by: _____
Julia Valent, Governing Board Chair

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of APRIL, 2020
by Julia Valent of Avant Garde Academy Foundation, Inc. d/b/a Avant Garde Academy K-5
Broward - 5015. She took an oath and is personally known to me or has produced
_____ as identification.

My commission expires:

(SEAL)



My commission expires:

10-5-23

Signature – Notary Public
LILLIAN AFRE
Printed Name of Notary Public

FOR THE SCHOOL

(Corporate Seal)

Avant Garde Academy Foundation, Inc.
Name of Governing Entity (Not for Profit)

Attest: _____
Secretary
- or -

Witness

Witness

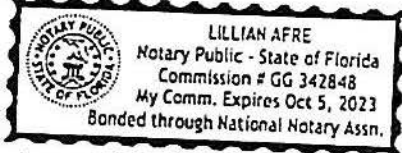
by: _____
Julia Valent, Governing Board Chair

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of APRIL, 2020
by Julia Valent of Avant Garde Academy Foundation, Inc. d/b/a Avant Garde Academy K-5
Broward - 5015. She took an oath and is personally known to me or has produced
_____ as identification.

My commission expires:

(SEAL)



My commission expires:

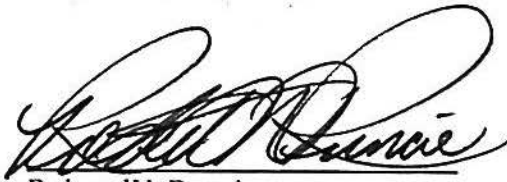
10-5-23

Signature – Notary Public
LILLIAN AFRE
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

ATTEST:

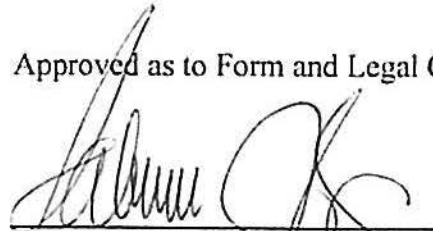


Robert W. Runcie
Superintendent of Schools

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 #000447

Avant Garde Academy K-8 Broward

Location Code: 5015

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:

Samantha Walker
2025 McKinley Street Hollywood, Florida 33025

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: Elementary / Middle
 Grade Levels: [K, 1, 2, 3, 4, 5, 6, 7, 8]
 School District:
 Neighborhood / Community:
 Organization Type: Non-profit Corporation
 Sponsoring Entity: Non-profit Organization
 Address: 2025 Mckinley St Hollywood, Florida 33020-3139
 Phone: (754) 816-6153
 Fax: 754-800-2715
 Web Site: AGABroward.org
 Calendar Type: Standard - 180 instructional days
 Educational Service (EMO)
 Provider:

B. Primary Contact Person

Name: Samantha Walker
 Mailing Address: 2025 McKinley Street Hollywood, Florida 33025
 Mobile Phone: 954 668-5151
 Alternate Phone: 7548166153
 Email: swalker@agabroward.org
 Current Employer: Avant Garde Academy

C. Attendance Projections

Grade Level	2015-16 Enrollment		2016-17 Enrollment		2017-18 Enrollment		2018-19 Enrollment		2019-20 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
K	146	180	145	180	146	180	146	180	146	180
1	146	180	145	178	146	180	146	180	146	180
2	125	160	143	178	126	160	126	160	126	160
3	139	174	123	158	146	180	126	160	126	160
4	152	188	137	172	126	160	146	180	126	160
5	124	160	149	184	136	170	126	160	146	180
6										
7										
8										
Total	832	1042	842	1050	826	1030	816	1020	816	1020

Name	Title	Contact Information	Current Employer
Cruz, Antonio	Board Treasurer	P: M: 3059041682 E: teecee411@aol.com	
Del Ponte, Samantha	Emergency Contact	P: 7548166153 M: 9546685151 E: swalker@agabroward.org	
Fernandez Perez, Erika	Board Member	P: M: 3052136192 E: erikaf93@gmail.com	
Lopez, Augustin	Board Member	P: M: 4077914948 E: alopezaga@gmail.com	
Valiant, Julia	Board Chairperson	P: M: 9545587438 E: jvalentaga@gmail.com	
Walker, Samantha	Emergency Contact	P: 754-816-6158 M: 954-668-5151 E: swalker@agabroward.org	Avant Garde Academy

CHARTER SCHOOL RENEWAL INSTRUCTIONS

1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

Section Evaluation

No Action Required Rhonda Stephanik, 11/21/19

Final Rating

No Action Required

Attachments

Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

– No Attachments –

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

1. COVER SHEET

Section Evaluation

Complete Rhonda Stephanik, 11/21/19

Final Rating

Complete

NAME OF CHARTER SCHOOL SEEKING RENEWAL: Avant Grade Academy K-8 Broward

CHARTER SCHOOL LOCATION NUMBER: 5015

GRADES SERVED: K-5

DATE: 10/29/19

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

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

NAME OF NON-PROFIT: Avant Grade Academy, 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: Samantha Walker

TITLE/RELATIONSHIP TO NON-PROFIT: Operations Director

MAILING ADDRESS: 2025 McKinley Street, Hollywood, FL 33020

PRIMARY TELEPHONE: (754) 816-6153
668-5151

ALTERNATE TELEPHONE: (954)

E-MAIL ADDRESS: swalker@agabroward.org

NAME OF EDUCATION SERVICE PROVIDER (if any): LBS Services

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.

Samantha Walker

Operations Director

Printed Name

Position/Title

S Walker

10/29/19

Signature

Date

Attachments

Section 1: COVER SHEET

– No Attachments –

SECTION BREAKDOWN

1. SECTION BREAKDOWN

Section Evaluation

– Not Rated –

– No Final Rating –

Attachments

Section 1: SECTION BREAKDOWN

– No Attachments –

EXECUTIVE SUMMARY

1. Executive Summary

Section Evaluation

Final Rating

Complete

Complete Adrienne Reynolds, 11/6/19

Complete Allisyn Axelrod, 11/14/19

Complete Reynaldo Tunnermann, 11/14/19

Complete Donna Haynes, 11/18/19

Complete Sean Brown, 11/19/19

Complete Cassandra Vallianos, 11/19/19

Complete Lourdes Panizo, 11/19/19

Complete Terri Coyle, 11/19/19

Complete Detra Adams, 11/19/19

Complete Kim Punzi-Elabary, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Rhonda Stephanik, 11/21/19

Complete Tanya Hutkowski, 11/21/19

Complete Celina Chavez, 11/21/19

Complete Sarah Decotis, 11/22/19

Complete Celia Jimenez, 11/22/19

Complete Debbie-Ann Scott, 11/25/19

Complete David Shelley, 11/25/19

Complete Leyda Sotolongo, 11/25/19

Complete Louise Ball, 11/25/19

Complete Marilyn Johnson, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete Matt Schroeder, 12/3/19

The educational philosophy of Avant Garde Academy Broward (AGA) is rooted in the development of the whole child through experiential learning opportunities. The school has provided a challenging curriculum and set high expectations for students, while meeting their individual needs and supporting their goals. AGA has implemented a rigorous curriculum, effective research-based teaching strategies, and mechanisms for monitoring and evaluating the effectiveness of its programs and instruction. A penchant for continuous improvement has characterized AGA's growth and development, throughout the charter's five-year term. The educational model and experience is based upon a full integration of STEAM which has proven to be largely desirable in the community and successful in the school as demonstrated by our students' successes in Robotics and Performing Arts. In addition to our core program, our students have the opportunity for enrichment through a variety of integrated electives courses including: 2D Art, Music, PE, Robotics, STEAM, and Leadership. As our student membership continues to grow, so has our instructional pedagogy to meet the needs of our student population. To ensure student success, we have continued to develop our staff and to provide targeted professional development and to secure highly skilled teachers in the areas of our core curriculum, robotics, leadership, music and arts.

AGA's teachers are at the forefront of the school's teaching and learning environment. A detailed and comprehensive professional development program anchors teachers' ability to enhance instructional excellence and maximize the learning potential of their students. This allows teachers and administrators to effectively lead the school and address the needs of all stakeholders.

AGA currently serves students in grades Kindergarten through 5th grade and has served students K-8 previously. The school's student population is currently comprised of 1026 students, including 55% FRL, 7% ESE and 43% ELL including students that are LF and have exited the program within the last 2 years. AGA's staffing and resource allocation, as well as its instructional planning is strategically focused to best meet the needs of its students. Student progress is carefully monitored through ongoing assessments. Curriculum is continually evaluated to ensure that the needs of students are met. Instruction has been focused on mastery of the NGSSS and Florida Standards as well as on college and career readiness, throughout the term of the charter.

In addition to having high academic expectations, AGA is committed to the development of future leaders. Our school has fully implemented The Leader In Me and is proud of the work of our staff and students in this area. Staff and students are held to a higher standard and they are encouraged to make wise choices, to serve others, and to respect themselves and one another. A uniquely designed Lighthouse Team has been executed to strengthen our staff and student leaders. Our commitment to this program has shaped our climate and continues to help us build a community of educators and learners committed to excellence.

Avant Garde Academy is fully accredited by AdvancEd (Cognia) and continues to use the accreditation process and final report as a tool for continued improvement that promotes an environment of academic rigor and high standards of student achievement. Expecting academic excellence is the norm for all those affiliated with the school and student achievement is the primary goal. Leadership is committed to ensuring that the educational program is standards based, and offers students a fully integrated STEAM educational environment according to the

decisions that have already shown positive change in student data as evidenced on formative assessments.

The academic goals and needs of the school have been successfully anchored by a conscientious financial strategy that has allowed the school to annually increase its number of students, while providing students and teachers with all of the tools necessary for academic success. AGA has gradually developed a solid and highly functional organizational support structure that best fits the needs of its stakeholders. It reinforces the position of the school principal as the school's instructional leader and honors the role of the teacher in the front lines of instructional teaching and student learning.

Attachments

Section 1: Executive Summary

– No Attachments –

EDUCATIONAL PERFORMANCE

1. FEDERAL AND STATE ACCOUNTABILITY

Section Evaluation

Meets the Standard Adrienne Reynolds, 11/6/19

Final Rating

Meets the Standard

In narrative format:

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

- How has the school met the standards required for federal and state accountability? The School is not required to submit a School Improvement Plan to the State.
- If the charter school has not met these standards, what measures will be implemented for improvement?

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

Although this section is no longer applicable, we have included data from our inaugural year in 2015-2016. We are committed to closing the achievement gaps in our subgroups of students in all tested areas.

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

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

In 2019, sixty-one (61%) percent of students demonstrated proficiency on the FSA English Language Arts (ELA) test. This was a four (4%) percent increase in proficiency as compared to 2018 yet a three (3%) percent increase from 2017. The 2019 scores demonstrate an overall increase of four (4%) percent as compared to 2016.

In 2019, fifty-six (56%) percent of the students demonstrated proficiency on the FSA Math test. This was a (2%) percent increase in proficiency as compared to 2018, yet an eleven (11%) percent increase in proficiency from 2017. The 2019 scores demonstrate an overall increase in proficiency of eight (8%) percent compared to 2016.

Writing proficiency was included in the FSA ELA score during the 2016-2019 school years.

In 2019, forty-eight (48%) percent of fifth grade students scored proficient on the FCAT 2.0 Science test. This was a six (6%) percent decrease in proficiency as compared to 2018, yet a four (4%) percent increase from 2017. The 2019 scores demonstrate an overall decrease in

In 2019, only 12% of 8th grade students scored proficient on the FCAT 2.0. In 2018 43% of students were proficient and in 2017 48% of students scored proficient. The School has made a number of changes in the middle school program to ensure progress towards proficiency.

Writing proficiency was included in the FSA ELA score during the 2015-2018 school years.

Florida Standards Assessment (FSA) / Florida Comprehensive Assessment Test

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

This is not applicable

How often is student progress monitored

Student progress is measured at a minimum of four times per year utilizing a variety of assessments such as: i-Ready diagnostic assessments (AP1, AP2, AP3), BAS, (AP1, AP2, AP3), and progress monitoring assessments, formative assessments, and end of year state mandated assessments. Students who are struggling and identified as at risk may be assessed as often as every 6 weeks using various ongoing progress monitoring tools including; i-Ready, Coach Digital, and BAS.

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

Our students are making learning gains that can be demonstrated in the gains overall in our end of year State assessments as well as our other progress monitoring assessments including i-Ready. Each year, as new students enroll into our program, we calculate learning gains for those students in addition to our returning cohort students. To increase the percentage of students making learning gains, we have added before and after school tutoring, Saturday School, as well as additional supplemental curriculum materials in Reading, Math, Writing, and Science to scaffold our at-risk students. Avant Garde Academy has added additional paraprofessionals for our ELL students, purchased a language and literacy software program, and offers free after school tutoring for our economically disadvantaged students, ELL, and struggling learners. Below is a snapshot over the overall proficiency and gains which have increased each year. Detailed i-Ready reports are included in the attachments.

Avant Garde Academy 5015								
Year	ELA Proficiency	ELA Learning Gains	ELA Learning Gains L25%	Math Proficiency	Math Learning Gains	Math Learning Gains L25%	Science Achievement	Grade Awarded
2019	61	61	51	56	55	48	48	B
2018	57	58	50	54	53	47	54	B
2017	58	57	49	45	42	46	44	C
2016	57	49	35	48	27	20	54	C

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

N/A

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

Fifty-one percent (51%) of our students in the lowest quartile in Reading made learning gains in 2019 and (50%) made learning gains in 2018. (49%) of students in the L25Q made learning gains

students in lowest quartile in Math make gains yet, we have continued to increase our gains year-over-year. (48%) of our students in the lowest quartile in Math made gains in 2019 and 47% of students made gains in 2018. (46%) of students in 2017 in the LQ made gains compared to (20%) in 2016.

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

Avant Garde Academy has implemented a number of "priority" action steps to support the learning of at-risk learners and has improved the MTSS process using BASIS to document and track student growth and progress. We have increased the number of support positions to help identify and address the early warning signs in at-risk students and to support our general education classroom teachers for the lowest performing students. More students have access to small group interventions and supports and we have increased the instructional efficacy of the classroom teachers. Intensive afterschool groups have been set up and students are invited to attend all sessions. Additional resources have been secured to help support these students including materials such as IReady, Reading Street Leveled Readers, easyCBM.com assessments which serve to supplement the core materials. We have added paraprofessionals who speak Russian and Spanish to support our ELL learners and we have also added new materials for our ELL learners in the classroom. Intensives for Reading and Math have been added to our master schedule to ensure that students at-risk are receiving enough instructional time to support and scaffold learning. Currently we have 22 students awaiting full evals for ESE services, 59 students in Tier 2, 22 students in Tier 3 and 28 students on a progress monitoring watch list.

G. Verify that the school is appropriately administering applicable state standardized tests to its students. The School is appropriately administering all required state assessments including the FSA and FCAT.

2019: 100%

2018: 99%

2017: 99%

2016: 99%

The School has opted into the Broward County Comprehensive Reading Plan, and therefore, students are tested each year using approved diagnostics and ongoing progress monitoring tools in order to properly place students in the appropriate reading classes. All testing is in compliance related to administration, implementation and reporting including accommodations and modifications for students on an IEP or a 504 or in the ELL program.

If the school is not testing the appropriate percentage of students, what measures will the charter school take to ensure the appropriate numbers of students are being tested?

This is not applicable.

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

Avant Garde Academy Broward is meeting or exceeding the performance of most other elementary, middle and combination school programs that serve a similar population of students. Avant Garde Academy of Broward is identified as a Title 1 school and we also serve a large population of ELL students in all grade levels. The chart below demonstrates our performance

year, we feel confident that we can grow into an A in the future with laser-focus on our lowest quartile of students to make greater gains this year.

School Name	Grades Served	enrollment 2019-20	enrollment 2018-19	enrollment 2017-18	2019	2018	2017
Avant Garde Academy K8 Broward	K-5	1056	1182	1388	B	B	C
HAAS Elementary	K-5	1113	1104	1047	A	A	A
Beachside Montessori Village	K-8	787	778	782	A	A	A
Hollywood Hills Elementary	K-5	738	729	822	B	A	B
Orange Brook Elementary School	K-5	692	696	674	C	C	C
Colbert Elementary	K-5	645	679	709	C	C	C
Stirling Elementary School	K-5	539	600	479	B	C	C
Sheridan Hills Elementary School	K-5	537	516	513	A	B	B
Ben Gamla Charter School	K-8	513	534	541	A	A	C
Oakridge Elementary School	K-5	508	539	449	C	D	C
Hollywood Central Elementary	K-5	406	412	442	C	C	C
Mary M Bethune Elementary School	K-5	398	432	502	C	D	C
Sunshine Elementary Charter School	K-5	334	332	316	C	A	C
Avant Garde Academy of Broward	9th-12th	299	534	121	C	C	B
South Broward High School	9th-12th	2,358	2,332	2325	C	C	C
McArthur High School	9th-12th	2,002	2,055		B	C	C
Hollywood Hills High School	9th-12th	1951	1978	2025	C	C	C
Ben Gamla Preparatory Academy	9th-12th	431	533	266	B	B	C

I. Identify the charter school's school grade.

Avant Garde Academy of Broward earned a B school grade in 2018-2019.

We expect our grade to increase at a minimum to a high B in 2019-2020, but we have an A grade as our target that we believe we can reach. Avant Garde Academy had a unique position related to testing and performance as the School served K-8 students in previous years but served only K-6th grade students last year within a K8 grading structure. At this time, AGA Broward (5015) serves Kindergarten -5th grade students. We have been closely monitoring our learning gains and achievement gaps and have implemented a strong MTSS plan to support our at-risk population which continues to increase and our ELL students which represent a large portion of our student population. We have added instructional support in the form of coaches to support the teachers and paraprofessionals to add additional support for language learners.

J through N - N/A

Attachments

Section 1: FEDERAL AND STATE ACCOUNTABILITY

– No Attachments –

2. MISSION-SPECIFIC ACCOUNTABILITY

Section Evaluation

Final Rating

A. What is the School's Mission

The mission of Avant Garde Academy of Broward (School) is to prepare our students with the 21st century knowledge and skill set needed to impact their surroundings from a local, national, and global perspective. This is accomplished by providing a nurturing and safe environment that promotes the development of the total child; where students are challenged intellectually, artistically, and personally.

As a basic principle, our school will give students an opportunity to develop moral and democratic values on an intellectual level during their daily activities. We believe that a deeply rooted education in the content areas facilitates a firm foundation for the skill set needed to compete in the global market. We require that each student make a determined effort to take every opportunity toward their own fulfillment as an individual and as a member of the community via the established structures and support systems provided by the School. All stakeholders are expected to model the 7 Habits through the Leader in Me program, and demonstrate multiple forms of leadership and service to others within our community and in the surrounding and larger communities.

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.

Avant Garde Academy is making significant progress towards achieving the school/mission specific goals whereby our students are challenged intellectually, artistically, and personally. Our students are indeed becoming 21st Century learners who have demonstrated success in academics and they are impacting their community. As a fully integrated STEAM based model, our students have access to technology, robotics and performing arts courses in addition to the core educational program and they have become actively engaged and deeply committed to their supplemental opportunities. Our students compete in local, state, and national level arenas and participate in a variety of extra-curricular enrichments and clubs. We have continued to build our STEAM electives offerings and integration of this mission through all core subjects and classes. Teachers are encouraged and expected to provide hands-on activities for student engagement and learning every day and daily classroom walk throughs are implemented to measure fidelity to the program expectations. Model classrooms are utilized to help support new teachers in observing mentors who model a full integration of the STEAM mission in their daily instruction. Technology is integrated into the classroom in a variety of ways to help engage enrich and support all students wherever they are on the learning continuum. In addition to the core curriculum, students are encouraged to participate in service-learning activities and to connect in the community. Our club activities include Lighthouse Team, Drama club, National Elementary Honors Society, SWAG (technology) club, Safety Patrol, Drone club, Robotics team, Soccer, Flag Football, Kickball, and Art club. All middle school students have the opportunity to participate in a wide variety of competitive sports. As a Leader In Me (LIM) School, students and staff are encouraged to be "leaders" responsible for their actions and understanding of how their actions impact others. The Leader In Me offers students a deeply embedded means of developing their own moral and democratic values in a thoughtful and purposeful way. Students are explicitly taught how their actions impact their own performance and the actions and feelings of those around them. Our staff, who have been through numerous intensive trainings on LIM and our clubs, athletics programs, serve as role models for appropriate and expected behaviors in leadership and service. Avant Garde Academy students are always encouraged to participate in after school activities, enrichment, and athletics in order to give back to their school, community, and in order to take ownership of their school community, as our students are the center point of

building the culture at the School. Through these opportunities, Avant Garde Academy students have the opportunity to take on leadership roles, design and implement school wide activities, and be an integral part of building the school culture.

Attachments

Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

3. EDUCATIONAL PROGRAM IMPLEMENTATION

Section Evaluation

Final Rating

Partially Meets the Standard

Meets the Standard	Donna Haynes, 11/18/19
Meets the Standard	Terri Coyle, 11/19/19
Meets the Standard	Allisyn Axelrod, 11/21/19
Meets the Standard	Kim Punzi-Elabiary, 11/21/19
Meets the Standard	Laurie Steinberg, 11/21/19
Meets the Standard	Tanya Hutkowski, 11/21/19
Meets the Standard	Sarah Decotis, 11/22/19
Meets the Standard	Celia Jimenez, 11/22/19
Does Not Meet the Standard	David Shelley, 11/25/19
Meets the Standard	Celina Chavez, 11/25/19
Does Not Meet the Standard	Merilyn Johnson, 11/26/19
Partially Meets the Standard	Hanne Rega, 11/26/19
Does Not Meet the Standard	Detra Adams, 11/26/19
Does Not Meet the Standard	Matt Schroeder, 12/3/19

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

The School is committed to providing an environment of academic rigor that continually meets

high standards of student achievement. At the forefront of this environment is our leadership in administrators and teachers. Our administrators take the lead and address the needs of all stakeholders. Our teachers are highly qualified to deliver instruction founded in research and best practices. Teachers are provided relevant and meaningful professional development throughout their careers at the School and guided by the principles of collaboration, reflection, and ongoing professional development. Through implementation of the strategies fully addressed in this application, the School will meet and exceed requirements by:

- Providing a highly rigorous curriculum, infused with effective, proven teaching strategies, that incorporates the Sunshine State Standards with scientifically based reading initiatives that encourage success for every student;
- Implementing mechanisms to continuously monitor, evaluate, and improve both the structure of the curriculum and the methods used in its delivery to achieve continuous student improvement year to year; and
- Providing opportunities for active and genuine involvement of students, families, and community partners in the School development process in an effort to create a richer, more nurturing educational experience for all.
- Increase opportunities for struggling learners through our after school and Saturday School tutoring camps and parent supports demonstrated through our Title 1 nights, parent conferences and other family activities to help at-risk students.

Core curriculum studies are enhanced by both curricular and extra-curricular programs that infuse the arts, culture, technology, and enrichment opportunities. This complements the vigorous educational program and dynamic school environment at the School. Instructional coaches are working together to support professional development and vertical alignment that lends itself to improved student learning outcomes. Through its website, weekly newsletters, call-outs and social media campaigns, the School maintains a consistent system for informing both parents and the community of the educational opportunities available to students. The School is accountable to students, parents, and community members, who are encouraged to participate in all aspects of the educational process.

Of note, the School has obtained a full, 5-year accreditation through AdvancEd. The accreditation process is rigorous and provided an additional method of examination of successful implementation of the program and a continuous improvement model for the school program as a whole. The Accreditation reports have been included in improvement planning and serve as the basis for collective efforts to meet the STEAM mission and to provide a contiguous, rigorous and appropriate educational program for all students in all grades. The diagnostics and surveys compiled through the accreditation process have helped Avant Garde identify our strengths and weaknesses and develop a cohesive and purposeful professional development plan aligned to our STEAM programming and over-arching need to improve our targeted instruction and differentiation in the classrooms to meet the needs of our students.

The educational philosophy of the School is rooted in the learning and development of the whole child through academic opportunity. The School provides a challenging curriculum and sets high expectations for students, all the while meeting their needs and supporting their dreams and goals. To this end, the School is dedicated to the following:

- Instruction focused on mastery of the Florida Standards and NGSSS
- Daily instruction that includes student-centered activities to meet the needs of all learners

- Quarterly or semesterly events that showcase student project work and celebrate the School's STEAM mission. These events encourage and increase parent participation and community awareness
- Learning Plans developed and carried out for students performing below grade level
- Progress monitored through ongoing assessments and MTSS data collection/reporting
- Differentiated instruction tailored to students' needs as determined by data analysis and implemented in small groups and student center activities
- Curriculum continually evaluated against student data and modified as needed to ensure effectiveness

The School encourages and challenges its teachers to use innovative learning methods by providing a work friendly environment where teachers feel comfortable sharing and implementing the latest research-based practices. Professional development is provided on an ongoing basis to make certain that teachers are equipped with the most current information to successfully support student learning. All instruction at the school is founded on the most innovative research-based practices to provide the best possible education for our students. Highlighted below are just a few examples of innovative techniques that will ascend the School's students to new heights of success. "Pedagogy of Confidence": Students are provided instruction that builds upon their sense of personal identity, abilities, and self-worth (Jackson, 2005). The instructional tools utilized by this method of instruction has been proven highly effective in improving the achievement levels of students in urban settings. Students learn to enhance their strengths rather than focus on weaknesses and develop a sense of self that allows them to overcome obstacles to learning.

Project Based Learning [PBL]: In maintaining student readiness for the world, the School believes in building connections between content area learning and real-world situations. Using PBL through thematic units of instruction, students participate in lessons with an open-ended challenge. Through inquiry, students develop critical thinking, collaboration, communication and problem-solving abilities through Google Expeditions, Hands-On Science Labs, Virtual Classroom

A primary goal of the School is to continue to respond to the needs of all of its students. As such, the instructional staff utilizes all means at their disposal to understand what is needed for their students to succeed. The implementation of norm based and criterion-based measurement tools is encouraged as a collaborative process designed to meet a specific need. This process is incorporated into the implementation of professional learning communities. Teachers collaborate with each other, administrators, and other school personnel to design and implement new measurement tools that give educators a clearer picture of student learning. The use of professional learning communities to accomplish this goal ensures accountability for quality and effectiveness, as well as the sharing of new creations and cohesiveness within the educational program. Additionally, school climate surveys from parents, students, and teachers are used to evaluate the teaching and learning environment. Learning processes and data gathered from the above are utilized to improve the school environment on a consistent basis.

Innovative new approaches to learning make education meaningful for students, especially in our hands-on environment and the myriad of technology infused courses that emphasize all components of a STEAM education. Electives teachers work with core content teachers and plan projects and activities aligned with grade level state standards. A hands-on approach to learning that includes daily student centers and differentiation is required of all teachers and supports all learners to meet their needs and learning modalities. This provides students with a quality choice

After successfully implementing various educational programs, the School welcomes the opportunity to share best practices and innovations with others. Administrators and instructional staff have participated in many local and community events including district meetings, Chamber events/meetings and Leadership Hollywood and continue to develop relationships whenever possible with others. The School is intentionally willing to partner with other interested schools to stimulate continual improvement with the Sponsor, throughout the state of Florida, and beyond.

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

The School follows (and mirrors) the annual district school calendar established by the Sponsor, which requires a minimum of at least 180 actual instructional days per school year. As per Florida Statute, the School provides 180 days of instruction to students consisting of six and a half instructional hours each day. All students have

The following schedule is for all grade levels:

The educational focus of the School is the utilization of scientifically researched instructional practices by highly qualified instructors to meet the needs of all learning styles and abilities. Research based, state adopted curriculum materials and the latest technologies are used towards achievement of this goal. Mastery of the Florida State Standards and Next Generation Sunshine State Standards through Project-Based Learning and the use of technology have been and will continue to be the highlight of instruction. This coupling allows students to not only learn, but more importantly apply, the required benchmarks into real-world situations. This enhances critical-thinking and decision-making skills while bringing students' attention to what lies ahead of them for middle school, high school, and then college, technical education, or a career. In addition to the rigorous core and elective curriculum to be described further in Sections 4, we believe it is critical to mission achievement to include our integrated electives offerings that provide an educational experience for children that is engaging and rewarding and provides a holistic approach to teaching and learning that is good for all our children. The electives, clubs, and sports offer students a multitude of opportunities to learn to grow and to connect with their peers and the community at-large.

The following is a summary of the core curriculum provided for all students in grades K-5 at this time:

Reading/Language Arts

The School will continue to implement with fidelity the guidelines set forth by the Florida Standards and Next Generation Sunshine State Standards (NGSSS) in correlation with the Sponsor's K-12 Comprehensive Research-Based Reading Plan as established by the Florida Department of Education. Systematic and explicit reading instruction is the vehicle for student mastery of these rigorous standards.

Materials:

Reading/ELA:

Whole Group (Core):

- Reading Street K-5
- Supplemental Resource: Performance Coach Grades 3-5 ELA and Math

DI:

- iReady digital lessons
- Ready Book Instructional Lessons

Writing:

- DBQ 4th and 5th
- Supplemental: Cold Writes

Intervention:

- RTI Tier 3 (My SideWalks) ELA
- Supplemental: Ladders to Success ELA and Math (Coach Digital)

Mathematics:

Mathematics instruction at the School centers on the Math Florida Standards (MAFS). Instruction will continue to emphasize both the practical problem solving and the need for abstract thinking in addition to an increase in academic rigor. Students are evaluated using school made Benchmark Exams (every two to three weeks) and end of year State assessments as well as our other progress monitoring assessments including iReady. The quick turnaround of data results is essential in order to make adjustments to the curriculum focus calendar and remediate deficiencies. Remediation takes place through differentiated instruction groups after teacher has completed whole group instruction/discovery. Teachers and the school-based Administration monitor student progress continuously and reassess when necessary.

- (HMH) Go Math!
- Iready
- Coach Digital (Math)

Science:

The comprehensive science program at the School is designed for student achievement of the NGSSS for Science. Alignment with the NGSSS is documented in teacher lesson plans. Students learn science through an inquiry-based approach, which provides them with hands-on science investigations that fully utilize the scientific process. A state-adopted, research-based text series is used depending upon the course. These include:

- J&J Bootcamp (Core) 5th Grade
- Fusion: K-4

Assessment: The FCAT Science 2.0 will be assessed at grade 5. All teachers take ownership of providing quality instruction that will lead to student achievement in this area.

Social Studies:

- **Supplemental (DBQ) 4th and 5th Grade**

The goal of social studies instruction is to produce informed, responsible citizens who are capable of making informed decisions within our democratic society. The School bases all social studies instruction firmly in alignment with the state-adopted, research-based text series and the Florida Standards. Furthermore, the School realizes the importance of the Social Studies curriculum as a conduit for literacy benchmarks in the Language Arts Florida Standards (LAFS). The School values social studies instruction as crucial to our democratic future. In addition, the school believes that instruction in social studies paves the way to acceptance of people of all backgrounds and celebrates diversity through the study of contributions of culturally diverse individuals to our collective society.

Science/Art/Technology/Music:

- Tech: Codeable/ GoogleCS/ 3D Printing Design
- Art: Student are instructed in Creative Art focusing on the whole child to develop Artistic Behavior
- Music: Recorder Karate To teach Basic Music Theory
- Science/Stem Lab to have a hands-on digital approach to science through technology.

At avant Garde we are future forward thinkers as it relates to our STEAM program. Elective courses in Avant Garde Academy directly support the school's mission as a STEAM school as well as meet the needs of students in need of virtual credit and or strategic reading intervention. Technology courses are taught using Code.org and other technology-rich curriculum. Research and critical thinking projects provide real-life application of the content and are engaging for students.

Our students work in our lab that is a blended learning environment for teaching the next generation of STEAM to our students. In our STEAM lab we are providing a laboratory type environment where students conduct experiments and simulations in a controlled environment. The students conduct hands-on activities, with an array of materials for building and inventing. The curriculum that drives the lessons are engineering designs, scientific processes and technology-based learning. The students are provided with continuous interaction with exciting equipment and software creating a learning environment that is engaging for all students. Our students look forward to coming to STEAM lab to participate in STEAM challenges which allows them to explore, build and create.

The integrated program of core courses and comprehensive elective offerings help meet the mission to:

- Emphasize higher-order thinking skills that challenge them to aim higher and achieve more
- Help students personalize and own their learning
- Encourage self-exploration and the application of learning strategies that work best for them as individuals

A STEAM model in cooperation with Project-Based Learning anchors our educational model and tie the instruction of the core, standards -based curriculum with hands-on learning opportunities. PRI is an elemental paradigm at the School as appropriated by the School's student-centered

demonstrated for students, so that they can see the interdependence of subjects and knowledge, and that this will prepare them for their future. We intend to implement professional development obtained from the International Center for Leadership in Education. Their research shows the gains that are possible by teaching using PBL approaches. Using our thematic units of instruction, we believe we can implement much of what PBL facilitates:

- Lessons based on open-ended driving question or challenge
- Essential content and skills
- Inquiry-based learning
- Critical thinking, problem solving, collaboration, and various forms of communication
- Student voice and choice
- Teacher and student feedback
- Publicly presented product or performance

The School's ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers implement differentiated instructional strategies that connect with individual student's learning needs. Teachers manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience. These instructional practices include:

- Direct Instruction (lecturing/modeling): this methodology is used when teachers need to explain or demonstrate specific content and skills. Explicit, systematic instruction is based on Florida's Sunshine State Standards. This instruction is structured and based on mastery learning. Frequent Curriculum-based assessments help place students in ability groups for further differentiated strategies and identify students who require additional intervention.
- Scaffolding - Teachers identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level. As the year goes on, the student becomes more adept at skills and at directing their learning, and learning becomes more autonomous
- Cooperative Learning – Teachers guide small- group learning, to increase communication and team-building skills. It is based on grouping small teams of students heterogeneously according to ability, interest, background, etc. Some cooperative learning activities include Jigsaw and Group Investigations.
- Inquiry-Based Learning - Based on the scientific method, this student-centered strategy requires students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers use this strategy in developing critical thinking and problem-solving skills.
- Vertical Alignment (by Departments)- Courses will continue to be correctly aligned and teachers are permitted common planning time by department for teachers to quickly assess what students mastered in the preceding grade and to focus on building skills and knowledge, as opposed to consuming valuable time with unnecessary reviewing and re-teaching.
- Horizontal Alignment (by grade level) – The School utilizes Curriculum Pacing Guides of a common grade level to address specific subject matter following the same time line through common planning schedules. Such alignment is crucial in school systems dealing with state-mandated standards-based assessments.

development throughout the school year to allow for common planning and teaching teams both within grade levels and subject areas. Through professional development activities planned within the school calendar, teachers have opportunities to reflect on practice, discuss research and cases of learning, and examine student work. Such a culture makes it safe for teachers to share universal goals, confront what is and is not working and transform their own thinking and practice.

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

Democracy and Equity - The school demonstrates non-discriminatory and inclusive policies, practices, and pedagogies. It models democratic practices that involve all who are directly affected by the school. The school should honor diversity and build on the strength of its communities. (CES) The tone of the school should explicitly and self-consciously stress values of expectation (attitude, parent involvement, collegueship, comradeship, trust and decency, and cooperation) (CES) The School's mission to academically challenge each student as reflected in their everyday lives is evident in the educational program. Every effort is made to provide the highest quality education for our diverse population of students while closing the achievement gap.

Research based practices are emphasized throughout the program to ensure student achievement of the Florida Standards and NGSSS. Additionally, the School has placed a strong emphasis on preparing students for life beyond their high school years through rigorous college preparatory instruction. the School serves students of all ability levels, and therefore, students in need of remediation or students who do not demonstrate grade level performance (as evidenced by earning a 1 or 2 on the FSA exam or failing to progress on our ongoing progress monitoring benchmarks) will receive a school-wide PMP in reading, writing and/or mathematics. Similarly, a progress monitoring plan or PMP can also be initiated for science and writing by the teacher to target strategies for remediation of deficiencies in those areas. The School, in consultation with the student's parent, will develop the PMP as a means to assist the student in meeting state and district levels for proficiency. Each plan will include provision for intensive remedial instruction through extended school day activities; tutoring programs; Saturday class; and/or referral to the Collaborative Problem-Solving Team (CPST). Exception might be an ELL student who has participated in the ESOL program for less than two years; and/or a SPED student whose IEP dictates otherwise and therefore the IEP supersedes the PMP criteria –in those situations, these students would not be required to be included in the school wide PMP process as they are monitored according to their IEP or ELL plan.

The Response to Intervention model allows for effective identification of student learning needs based upon data. This key component of assessment and instruction is foundational for providing for the needs of all students, particularly those who are below grade level. Early identification of learning deficiencies can provide for early remedy, allowing the student to meet grade level expectations proficiently. This process is ongoing throughout the School as a means of identifying student need and providing instruction accordingly. Assessments are ongoing and diagnostic in nature to provide teachers with the most crucial information needed to adjust instruction and provide the appropriate immediate intensive intervention to impact student achievement. Students identified as having learning deficiencies in reading and/or math are invited to before/after school and/or Saturday School in order to receive additional support in those academic areas.

The Rtl model at the school has four essential components: A school-wide, multi-level instructional and behavioral system for preventing school failure, screening, progress monitoring, data-based decision making for instruction, and movement within the multi-level system. Regardless of the number of interventions the school implements. each will be classified under

process. At Tier 1, research-based core instructional and behavioral methodologies, practices and supports designed for all students provide the foundation in general education. Tier 2 consists of supplemental instruction and interventions that are provided in addition to and in alignment with core instruction and behavioral supports to targeted groups of students identified as needing additional assistance. Tier 3 is targeted for those students that require intensive instructional or behavioral intervention in addition to and in alignment with core instruction. At this tier, instruction and intervention intensity is reflected in increased frequency, greater duration and/or more individualization. School leadership attends district BASIS trainings in order to properly document behavioral and academic interventions. BASIS is also used to identify and provide the proper interventions regarding early warning signs (EWS). The schools social work and mental health counselor address social/emotional concerns and refer as necessary to third party services, administration and teacher's document and deal appropriately with behavioral and academic concerns and interventions.

Support for Curriculum Delivery - The school implements the following processes to support the delivery of the curriculum and monitor through our MTSS program:

- targeted interventions for struggling readers and students performing below grade level and implementation of the Sponsor's K-12 CRRP with fidelity;

Literacy integration across all disciplines;

- Curriculum/instructional pacing of essential standards in major core content areas utilized and based on nine-week intervals (the School will utilize the Sponsor's curriculum pacing guides to ensure all Florida Standards (and/or NGSSS standards, as adopted) and course content Material is covered for mastery within specified timeframes);
- Continuous review of curriculum implementation and student mastery to ensure a year's worth of learning via teaching of respective Florida Standards (and/or NGSSS standard, as adopted);
- Ongoing principal evaluation is conducted through daily classroom walkthroughs (wherein the principal will ensure that all teachers are utilizing best practices and implementing the instructional initiatives with fidelity);
- Assessment data is utilized to drive instruction, intervention and support for teachers and students including:
 - iReady (3X/yr)
 - Baseline Pearson and Go Math
 - Imagine Learning for ESOL
 - BAS Assessments .
- ongoing relevant professional development workshops to target learner needs;
- before and after school targeted tutoring for remediation and Saturday School for students at-risk for failure, in accordance with students' learning needs;
- integration of long-term thematic projects across the curriculum;

- reading and writing across the curriculum; and
- integration of technology across the major disciplines.

The School's curriculum requires students to interact with each other, apply curriculum to real-life situations, and use a variety of technological tools beyond the classroom. Teachers will incorporate various teaching strategies to accommodate all learning styles. In accommodating individual learning styles and individual learner needs, the School's curriculum incorporates the following instructional practices: Interdisciplinary Connections - Curricular decisions will be guided by the aim of thorough student mastery and achievement rather than by an effort to merely cover content. As teachers build on interdisciplinary connections, students naturally begin to link information between and among courses, increasing the relevancy of skills and content in such courses. Differentiated and Standards-Based Instruction –The School's ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers use differentiated instructional strategies that connect with individual student's learning needs and meet the students where they are along this continuum.

Students who have not demonstrated mastery on end of year assessments will be placed into remedial or intensive instructional courses such as intensive reading levels A through C, intensive math, developmental LA ESOL reading for ELL students.

Webb's Depth of Knowledge: To further enhance the high level of rigor and relevance in the classroom, instruction will be centered on Webb's Depth of Knowledge (DOK). Webb's Depth of Knowledge measures the levels of knowledge that are extracted from students on any assessment item to determine what students are expected to know and do. Webb's DOK is descriptive, has varying levels of complexity, and measures the complexity (not the difficulty) of the task.

Instructional leaders will continue to provide professional development to teachers in order to empower them with the tools necessary to successfully integrate Webb's DOK across the curriculum. Proper follow up occurs with classroom walkthroughs, lesson plan review, teacher feedback, and formative assessment monitoring from the school's instructional leaders and administration. Teacher lesson plans incorporate higher-order items from Webb's (DOK). Lessons at the School include modeling of thinking skills, examples of applied thinking, and adaptations for diverse student needs. Teachers are encouraged to scaffold students using their questioning skills and provide appropriate "wait-time" during the questioning process to ensure deep thinking from the students.

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.

Each summer, the administration and instructional support team conduct an analysis of all year-end assessment data prior to the start of the school year. This summative report, combined with rigorous pre-assessments aligned with specific content areas (reading, math, science, social studies) at the onset of instruction, determines students' strengths and weaknesses and is used to place students into the appropriate course level and to differentiate and drive instruction in the classroom.

- Every six weeks, the School conducts formative assessments to measure mastery of grade level standards. This systematic series of ongoing assessments includes a rich item bank to

evaluate student progress and identify areas in need of improvement. Staff utilizes these data to measure students' understanding of concepts and adjust instruction to move students to skill mastery in a timely manner, as each assessment is built around an instructional pacing guide. Data is analyzed after each assessment onsite and remotely to generate reports that provide evidence of student mastery and non-mastery of the Florida Standards and the Next Generation Sunshine State Standards.

- Teachers administer a variety of formative and summative assessments to measure mastery and progress including; iReady, BAS, Imagine Learning and core curriculum unit tests.
- Online lesson planning software is used to capture daily instructional data. All instructional data is captured and saved to a database, providing lesson plans that will become resources for future use. The lesson planning system allows administrators to view the blueprints to classroom instruction through the computer or other assistive technology. Teachers are able to quickly organize instructional material and search for gaps, loose ends, or incomplete content. The Florida Standards and NGSSS standards are embedded into the lesson planning software, allowing teachers to use integrated search technology to connect assessment data with instructional data (lesson plans).

Additionally, online lesson plans are helpful for evaluation, teacher self-evaluation, assessment of student learning, and evaluation of the curriculum. Lesson plans provide an added means of communication that helps teaching teams provide cohesiveness throughout their instructional program. This is especially important when implementing an interdisciplinary thematic unit.

Data generated from the formative and common assessment system is analyzed and compared to instructional data on an ongoing basis. This accountability cycle keeps our pacing guides aligned to students' needs while ensuring students make progress towards mastery of their grade level State Standards. Our instructional coaches review student data, and teacher effectiveness to create support structures that include intervention materials and plans, as well as professional development to support small group instruction and student center activities in the classroom to meet the needs of all learners.

Classrooms proudly display data walls that encourage and reward student progress and gains. Students are aware of their current levels of performance and encouraged to set goals and rewarded for meeting goals; both intrinsically and extrinsically. Rubrics from project-based assessments and other classroom assessments are used as teaching tools in the classroom, helping students to learn the value and process of self-evaluation. Individual meetings and conferences are held to review student performance and assessment data as a part of a holistic approach to using student performance and assessment data to improve instruction and learning.

The instructional calendar is created before the opening of the School year and identifies dates when testing and reporting will occur. Teachers conduct conferences with parents and students throughout the year to celebrate skill mastery, map a plan to move to the next level of skill proficiency and create a learning plan to remediate remaining deficiencies when needed. Parents will also be invited to take part in creating learning plans for their children. This collaborative effort among teachers, students and parents empowers students to take ownership for their growth and development and create a positive and practical format for parents to have a voice in their children's education.

Results of all internal and external assessments and measurements informs stakeholders (students, parents, and teachers) about where a student is succeeding and what areas need strengthening on an annual basis. Assessment serve as a feedback system to guide teachers in lesson planning and individualizing instruction for the subsequent school year. Additionally, it

informed about student progress to specific learning objectives. Expectations are that students' progress at least as well as they did before attending the charter school, that the specific measurable objectives for the School are achieved, and that all learners have at least a year's worth of learning in a year's time. Summary reports of I-Ready data have been included as attachments to demonstrate learning gains by students and cohorts.

Finally, the School utilizes a Response to Intervention model that integrates assessment and intervention within a multi-tiered system of support (MTSS) system to maximize student achievement and to reduce behavior problems. The school identifies students at-risk for poor learning outcomes; monitor student progress; provide evidence-based interventions and adjust the intensity and nature of those interventions depending on a student's responsiveness; and identify students with learning disabilities or other disabilities. The RTI implementation at the school contributes to more meaningful identification of learning/behavioral problems, improve instructional quality, provide all students with the best opportunities to succeed at the school and assist with the identification of learning difficulties and problems.

Bi Weekly/Quarterly data chats are being conducted to review curricular resources and identify areas of weaknesses in students, teachers or materials. These meetings have driven the purchase of additional or new supplemental materials for student access including and they have also driven specific areas of professional development to support teachers in their instructional capacity when trend data identifies the need. Students who fail to make progress are moved through additional tiers of instruction as defined on our MTSS plan below.

As indicated in the learning gains, lowest quartile learning gains and supplemental reports from intervention materials and benchmarking OPM, Avant Garde Academy is successfully supporting all learners and using data to drive instructional decision making in the best interest of students and the school and is committed to increase gains and improve proficiency each year for all students.

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 may be conducted.

The School agrees to adopt and implement the Sponsor's policies and procedures with respect to the Exceptional Student Education (ESE), as amended from time to time. It is the School's mission to place students in an environment where they can develop to their highest potential, those students whose needs cannot be adequately addressed at the School will be appropriately referred, and staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. Each year, our School has created an action plan to improve any deficiencies identified in the OSPR. Copies of previous OSPR and corrective action plans are included for comparison. The School has made significant improvements each year and the OSPR in 2019 was our most successful review. The School is committed to continuous efforts to ensure compliance in all aspects of our charter agreement as they relate to the Reading program as well as meeting the needs of all students; ESE, Gifted, ELL and At-Risk. We believe the most recent OSPR report is demonstrative of our efforts in this vein.

Operating under the auspices of the Sponsor as the Local Education Agency (LEA), the School assumes responsibility for programming and delivering related services to exceptional students.

provisions further detailed in the paragraph that follows. The School does acknowledge a need for a collaborative linkage with the Sponsor, especially with respect to the responsibilities that exist for providing a free appropriate public education to children with disabilities.

Least Restrictive Environment: Students with disabilities are educated in the least restrictive environment and are supported with the use of supplementary aids and services. Similarly, gifted students will be educated in an environment that promotes acceleration.

The school utilizes the Sponsor's policies and procedures with respect to serving students with disabilities, including the procedures for identifying students with special needs, developing Individualized Education Plans, and 504 Plans (as applicable), and providing a full range of services. Special Education students are provided with programs implemented in accordance with federal, state, and local policies (specifically, the Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act of 1993; Sections 1000.05 and 1003.57, Florida Statutes; Chapter 96-186, Laws of Florida; and Chapter 6A-6 of the Florida Administrative Code.

Additionally, the School will follow guidelines and procedures detailed in the Sponsor's Special Programs and Procedures for Exceptional Students. The educational program for exceptional students includes and adheres to the principles of the law as follows:

- Free appropriate public education (FAPE)- provides to every exceptional student enrolled in the School. That is, Free (no cost to parents); Appropriate suited to individual needs of the child; Public – provided by and paid for the public education system; Education including extracurricular activities.
- Appropriate evaluation – evaluations occur within appropriate timeframes and in accordance with published guidelines. Individual Education Plans (IEP)- and Educational Plans (EP) for gifted are developed, and maintained and meetings will be held in accordance with Sponsor's guidelines.
- Parent/Student Participation in Decisions – including but not limited to giving consent for evaluation and initial placement, helping design the IEP, and helping the School understand their child.
- Procedural Due Process – A Non-discriminatory policy regarding the eligibility, identification, location, placement and evaluation process as well as adherence to procedural guidelines for all of these and with integrity to FAPE will consistently be implemented. Notwithstanding, when in question, due process hearings may be initiated by a parent or the district on the proposal or refusal to initiate or change the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education.

Identifying students with special needs- The School utilizes a multi-tiered Response to Intervention (RtI) model for the implementation of research-based instruction and intervention. The Response to Intervention model integrates assessment and intervention within a multi-level prevention system to maximize student achievement and to reduce behavior problems. The school identifies students at-risk for poor learning outcomes; monitor student progress; provide evidence-based interventions and adjust the intensity and nature of those interventions depending on a student's responsiveness; and subsequently begin the process to identify students with learning disabilities or other disabilities. The RtI implementation at the school contributes to more meaningful identification of learning/behavioral problems, improve instructional quality, provide all students with the best opportunities to succeed at school, and assist with the identification of learning difficulties and problems. This process begins with implementing the Early Warning Systems matrix and referring students at-risk into the MTSS tiers to support their individual

Referral Procedures - Prior to a referral for students suspected of having a disability, school personnel must make one of the following determinations and include appropriate documentation in the student's educational record:

1. For students who present speech disorders, a teacher recommends to the Speech Language Pathologist (SLP) that an observation be conducted. If the SLP hears sound errors and speech is observed to have decreased intelligibility, then a formal assessment will be conducted.
2. For students who present language disorders; severe cognitive, physical, or sensory disorders; and/or severe social/behavioral deficits that require immediate attention in order to prevent harm to the student or others, the implementation of evidence-based interventions (including the parent involvement in the intervention procedures) and the observations of the student would be inappropriate in addressing the immediate needs of the student.
3. The activities described in the general education intervention procedures above have been implemented, but have been unsuccessful in addressing the areas of concern for the student
4. The parents of the child receiving general education interventions requested, prior to the completion of the interventions that the school conduct an evaluation to determine the child's eligibility for specially designed instruction and related services as a student with a disability. In this case, the activities described in the general education interventions procedures are completed concurrently with the evaluation but prior to the determination of the student's eligibility for specially designed instruction.

In the instance, significant risk factors are present or if the student demonstrates severe cognitive, physical or sensory impairments, or presents a danger to self or others, then an individual intervention plan should be developed as the child awaits the team evaluation.

Developing Individualized Education Plans: Students are guaranteed a free appropriate education and evaluation as well as consequent placement and implementation of an appropriate IEP. The written individualized education plan for each student includes measurable annual learning goals and behavioral goals that may involve the evaluation of behavior through a Functional Behavior of Assessment (FBA) and the development of a Positive Behavior Intervention Plan (PBIP).

Additionally, program components including specialized instruction and related services, goals, progress reports to parents on goals, Standard diploma, standard curriculum, and assessment may also be addressed therein. Supplementary aids within the classrooms as well as on the State assessments and possible related services will also be identified and clearly delineated in this written plan. The School ensures that the appropriate personnel will be trained in using EdPlan formerly known as Easy/IEP (Special Education-Electronic Management System) that are currently being used by the Sponsor.

504 Plan Procedures: A general education student is entitled to FAPE and may be entitled to Section 504 accommodations if he or she has a physical or mental impairment that substantially limits one or more major life activities. That is to say, for students experiencing difficulty in the classroom and for whom there is the suspicion of a disability should initially be referred to the SST. The SST will follow all established Student support team (SST) procedures and determine if appropriate to refer for possible 504 Plan services. The eligibility/ineligibility is based on a variety of sources. 504 initial eligibility sources may include teacher observations, information from parents, and information from medical providers, a Broward County school psychologist, standardized test scores, grades, or other pertinent information. Parents must receive notice of the Section 504 meeting and be invited to attend. Parents and students should be encouraged to attend the meeting and provide input that would help the committee in making decisions. Section

504 teams that convene for annual or interim meetings should consist of the parents, the student, the school administrator or designee, and school personnel who are familiar with the student, such as the student's teacher or counselor.

Federal and State Reports: Unless otherwise exempted by Chapter 1002, Florida Statutes, the School completes 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 School works with the sponsor and seek advice and guidance with regards to the appropriate placement of each student with a disability. In addition, the school accepts and agrees to implement the Sponsor's policies regarding Exceptional Student Education. Decisions related to students with disabilities are made with full regard to Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Act, and a Free Appropriate Public Education (FAPE).

Exceptional students who are below grade level require a structured strategy to assure engagement in the curriculum by providing support for the student within standard classes and/or by the provision of subject remediation in support classes. To achieve engagement requires effective teaching with content and instruction, which encourages the students' active and willing participation. Characteristics include: balanced student-centered and teacher-centered instruction, drawing upon students' prior knowledge, allowing students to choose some of their activities, high standards and expectations, but also the individualizing of instructional opportunities. The curriculum must be age, stage and context relevant and presented in an innovative and relevant way. Effective learning must be guaranteed with differentiated instruction, innovative teaching strategies, and challenging, but achievable goals.

Students should be engaged both affectively and cognitively whilst assuring that there are planned and sustained follow-up teaching and learning strategies. Engaging with students at an emotional level only works if planned and sustained follow-up teaching and learning strategies are in place.

Assessment strategies are of key importance. In order to assure that the student is benefitting from the curriculum, constant feedback is essential along with the use of formative assessment, assessment for learning, and response to intervention (RtI)

For RtI implementation to work well, the following essential components must be rigorously implemented:

- High-quality, scientifically based classroom instruction. All students receive high-quality, research-based instruction in the general education classroom.
- Ongoing student assessment. Universal screening and progress monitoring provide information about a student's learning rate and level of achievement, both individually and in comparison with the peer group. These data are then used when determining which students need closer monitoring or intervention. Throughout the RtI process, student progress is monitored frequently to examine student achievement and gauge the effectiveness of the curriculum. Decisions made regarding students' instructional needs are based on multiple data points taken in context over time.

GIFTED:

Avant Garde accommodates the needs of our gifted and talented students through the implementation of goals that are designed specifically for each student's strengths and interests. Teachers act as facilitators which create scope for high-interest learning, personal reflection, and self-paced growth. Instructional activities are student-focused and student-led. Additionally, teachers receive professional development opportunities to specifically target the gifted student's

An appropriate Educational Plan (EP) is created for all students who are identified as gifted as indicated by State Rule 6A-6.030191. During an EP meeting, the plan is created to detail the education for the student. Members in attendance of this meeting may include parents, the general education teacher, a teacher of the gifted student, an administrator, and a school psychologist. The Educational Plan may include:

- Present levels of performance
- Goals, or short-term objectives
- Specially designed instruction to be provided
- How progress towards goals will be measured and reported to parents
- Student strengths and other considerations or special needs

Once this plan is in place, it becomes the foundation for how that student receives services and for the evaluation of program effectiveness. The School believes that it will be able to accommodate the needs of the gifted and talented through its many advanced and accelerated course offerings. The program offers gifted and talented students exemplary opportunities to advance and grow, as well as be recognized for their talents. The teachers at the school receives various professional development opportunities on rigor and improving standards based instruction, therefore teachers are adept at differentiating instruction in the classroom as well as providing students with enrichment activities and hands-on projects to deepen their experience. Therefore, even regular, grade-level course offerings provide for the needs of gifted and talented students, as teachers adjust the level, complexity, and pace of the curricula to meet student needs. As a response to our latest OSPR we have strengthened our support to our gifted students current level of performance and added programs such as the DAR and KEY Math to help gather data for our gifted students EP's.

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

Equal Access ELL students are provided educational services in full compliance with the META Consent Decree. All students at the School have access to the full range of programs and educational opportunities provided by the School, without regard to race, gender, religion, ethnicity, socioeconomic status, academic level, native language, disability, or current language proficiency.

All parents/guardians of students enrolling in the School complete the Home Language Survey to immediately identify students who require assessment for ESOL services. This simple form asks parents/guardians to answer three yes/no questions related to the home language and language background of the student. A "yes" response to any of the questions indicates assessment is required. The student is then referred to the English for Speakers of Other Languages (ESOL) Contact for further screening. Parents are advised that the student will need an aural/oral language assessment of English proficiency to determine eligibility and placement in the ESOL Program; parents will then be notified when a student is determined to qualify for ESOL services.

teacher, administrator, classroom teacher, guidance counselor, and parent/guardian of the ELL student. This committee will be responsible for ensuring the School's compliance with the META Consent Decree and the identification and placement of ELL students, including maintaining consistency and fidelity to assessment administration. The committee ensures that ELL plans are kept current and that students are being properly serviced. They conduct Performance review meetings as necessary to determine placement and/or promotion. Student performance is evaluated in the student's dominant language until independence in English has been reached.

Program Placement the ELL Committee strives to ensure proper and immediate placement of all students qualifying for ESOL services. The program of instruction is effective in meeting the needs of the students it serves. English instruction includes the development of four language skills, listening, speaking, reading, and writing, as quickly as possible. ESOL instruction is provided in English. Students engage and learn through social and emotional learning throughout the implementation of social culture projects. Students are given the opportunity to bring their culture into their learning environment. Conversational language is typically mastered initially, with complex academic language requiring additional time and study to fully develop; therefore, ESOL services and assistance are provided to support ELL students in all academic subject areas as outlined by the District's ELL Plan.

ELL Testing Accommodations All test administrators at the School provide accommodations for ELL students during the administration of statewide assessments:

- ELL students may be given additional time beyond the time limit specified in the test administration manual for administration of the test to non-ELL students. Students must never be permitted to continue testing from one day to another.
- ELL students are provided English to heritage language/heritage language to English dictionaries. The dictionary would be familiar to ELL students because of its regular availability in instructional settings. A dictionary written exclusively in the heritage language or English shall not be provided.
- ELL students may be provided the opportunity to be tested in a separate room with the ESOL or heritage language teacher serving as test administrator.
- The ESOL or heritage teacher may answer questions about the general test directions in the student's heritage language, but the teacher is prohibited from reading the prompt to the student or answering questions about the prompt.

To ensure accommodations are an integral part of the core instruction of ELL students, teachers incorporate these accommodations with ELL students on a regular basis in the classroom.

PMP Accommodations for ELL Students Less Than 2 Years in the Program the school makes accommodations in its progress monitoring for ELL students less than 2 years in the program. ELL students cannot be retained for lack of English language proficiency. Such students are acquiring English language proficiency while mastering academic grade-level content and will be held harmless in considerations of retention, promotion, and grading. A number of factors must be considered:

- Length of time in the ESOL program
- Educational background
- Length of time in the country
- Academic progress during school year
- Cultural adjustment
- Home language support
- Age appropriateness
- Progress with Language Arts standards

- Mobility (migrant)
- Assessment data in the native language (if available)

The rights of ELL students are upheld in regards to promotion, retention, grading, and equal access to all education programs at the School. The parents/guardians of ELL students are notified of the student's academic progress in a timely manner. Any student who does not meet the School's expected level of mastery is provided remediation.

ELL Data Collection/Folder the School's front office staff collects and reports student demographic data. Student residence is verified with two proofs of residence, and health records are reviewed to determine appropriate immunization history. A registration packet is handed to each parent/guardian. School forms are provided in the native language of the student when feasible.

When the information has been collected, the school front office staff enters all information onto the student information database. Home language information for students and parents is included. A folder is maintained in the student's cumulative file containing information regarding the student's ESOL status: HLS form, assessment information, ELL Student Plan, Placement Data, Exit Data, ELL Committee Meeting notes, other applicable information.

ELL Extension of Service: The School considers extending ESOL services to students still in the ESOL program at the end of their third year. Students are assessed to determine English proficiency 30 days before the DUESS Date (Date of Entry to US School System) of the fourth, fifth and sixth year (if needed) to ensure compliance with state requirements. Once assessment has been completed, the ELL Committee convenes, inviting the parent/guardian, to determine eligibility. The ELL Committee determines the best course of action and make recommendations based on the assessment data, grades, age, maturity, prior educational background, length of time in the United States, home support, cultural adjustment, academic progress during the school year, and other applicable information. The Committee considers what is best for the English language acquisition of the student and what is best for the academic achievement of the student in its determination.

The English Language Learners are administered the state required assessment Access for ELLs 2.0 Assessment during the months of January through March of the school year. This instrument is designed to measure the students English language proficiency skills in each of the four domains: listening, speaking, writing, and reading. Once the Access and the FSA scores are received, the school uses the results to inform instructional best practices to increase academic achievement of the ELL students. Students that received at least a 4.0, greater in all reading and FSA score of a 3, or higher are automatically exited from the ESOL program.

Exiting through an ELL Committee:

Students can be considered for exiting through an ELL committee if the student were not administered all domains of the ACCESS for ELLs 2.0 and therefore did not receive a composite score. The students has an inconsistency in scores. (i.e., passed all but one domain on ACCESS 2.0 for ELLs.) The teacher, parent, counselor, administrator/or parent requesting that a student be re-evaluated for services.

ACCESS for ELL 2.0 scores are valid until 10/1/2018. Scheduled ELL Committee Meetings (must have at least 4 members in attendance. Send home a parent invitation to the meeting in the home language, if available, and in English. Convene ELL Committee Meeting to discuss all current data available. The decision must be supported by at least two (2) of the criteria established. Two of the state approved criteria must be substantiated in the Student Meeting in ELlevation and

Report from ELlevation. Attain signatures and file original in the blue ELL folder. Provide the parent/guardian with a copy.

Monitoring LF Students

The ESOL Contact obtains exited students' data (ELL status and EXIT date) from the IMT/IMS and ELlevation in order to provides teachers with a list of exited students (LF) to be monitored for 2 years from the exit date. Exited students' academic performance is monitored on an ongoing basis by gathering information from classroom teachers such class performance, grades, and/or test results and documented via a post-exit Monitoring Meeting in ELlevation. File current report card along with a signed and dated Student Meeting Report.

Monitoring LF Students:

The ESOL Contact obtains exited students' data (ELL status and EXIT date) from the IMT/IMS and ELlevation in order to provides teachers with a list of exited students (LF) to be monitored for 2 years from the exit date. Exited students' academic performance is monitored on an ongoing basis by gathering information from classroom teachers such class performance, grades, and/or test results and documented via a post-exit Monitoring Meeting in ELlevation. File current report card along with a signed and dated Student Meeting Report.

As per Section IV of the META Consent Decree, ELLs in ESOL basic subject area classrooms shall have access to an aide or teacher, proficient in their languages, in addition to a trained ESOL subject area teacher, when the school has at least 15 students speaking the same native language. These aides or teachers are trained to assist in ESOL basic subject area instruction.

Teachers who are bilingual and trained in the use of ESOL strategies should deliver instruction in English and provide assistance in the student's native language as needed.

Bilingual paraprofessionals should assist students through the use of the following:

Working in small groups, Translating information, Interpreting test questions and homework assignments as appropriate, Helping students comprehend textbooks and other written materials.

Schools with large populations of ELLs should also provide home language assistance through other bilingual school personnel, including registrars, clerks, guidance counselors, ESOL Program staff, and other school support staff.

Consideration of ELLs educational background (literate vs. pre-literate) for program placement

WIDA's English Language Development (ELD) Standards link English language learning with academic content standards and social contexts associated with language acquisition. Each of the ELD standards encompasses the four language domains (listening, speaking, reading, and writing) that define how language is processed, understood, produced, and used by ELLs.

The following are some of the approaches used to ensure that comprehensible instruction is provided for the ELLs: • teacher/paraprofessional-student interaction is in both languages when possible; • the curriculum is structured so that prior knowledge is considered; • methods and materials used in the program reflect second language acquisition strategies and needs; • all subject matter is introduced in English, using ESOL instructional strategies, in a way that can be understood by the ELL; bilingual dictionaries are used to support instruction.

"WIDA advances academic language development and academic achievement for children and

research, and professional learning for educators." WIDA Can Do Philosophy is based on researched guided principles for English language development. One of the components of this framework is the Can Do Descriptors. The descriptors are an instructional resource for teachers and can be applied to all the ELD standards. They highlight and identify what a student Can Do at each proficiency level in each of the four language domains. Teachers are able to craft and build their instruction scaffolding from one language proficiency level to the next.

ELL Grading Best Practices Grading ELLs can take some adjustment because teachers must separate the students' content area knowledge from their knowledge of English. Therefore, teachers should assess what students know and can do rather than their ability to express themselves in English. When grading and reporting the progress of ELLs, teachers must consider the student's English language proficiency level, which might affect his or her ability to communicate content knowledge. Also, the student's previous educational background, including native language literacy level may impact current performance.

G. Explain the school's current process for MTSS/Rtl.

The Response to Intervention model allows for effective identification of student learning needs based upon data. This key component of assessment and instruction is foundational for providing for the needs of all students, particularly those who are below grade level. Early identification of learning deficiencies can provide for early remedy, allowing the student to meet grade level expectations proficiently. This process is ongoing throughout the School as a means of identifying student need and providing instruction accordingly. Assessment are ongoing and diagnostic in nature to provide teachers with the most crucial information needed to adjust instruction and provide the appropriate immediate intensive intervention to impact student achievement.

The Rtl model at the school has four essential components: A school-wide, multi-level instructional and behavioral system for preventing school failure, screening, progress monitoring, data-based decision making for instruction and movement within the multi-level system.

Regardless of the number interventions the school implements, each will be classified under one of the three levels of prevention. This allows for a common understanding across the entire process. At Tier 1, research-based core instructional and behavioral methodologies, practices and supports designed for all students provide the foundation in general education. Tier 2 consists of supplemental instruction and interventions that are provided in addition to and in alignment with core instruction and behavioral supports to targeted groups of students identified as needing additional assistance. Tier 3 is targeted for those students that require intensive instructional or behavioral intervention in addition to and in alignment with core instruction. At this tier, instruction and intervention intensity is reflected in increased frequency, greater duration and/or more individualization. School leadership attends district BASIS trainings in order to properly document behavioral and academic interventions. BASIS is also used to identify and provide the proper interventions regarding early warning signs (EWS). The schools social work and mental health counselor address social/emotional concerns and refer as necessary to third party services, administration and teacher's document and deal appropriately with behavioral and academic concerns and interventions.

a. What is the school's plan for MTSS/Rtl to ensure that the process is appropriately implemented during the next charter agreement term?

The School is using BASIS to document MTSS protocol and has created specific calendars of student services attached for review. The CPST will meet every Wednesday (more often if necessary) throughout the school year to track student progress. All stakeholders (administrators, support staff, teachers, and parents) are invited to the CPST meetings. All district provided

been recently updated and implemented. School leadership will conduct fidelity checks and monitor data chats and BASIS data to ensure that students are appropriately supported and serviced and moved through the tiers based upon progress measured by data points. The LEA rep will attend all CPST and IEP meetings to ensure that present levels of performance and performance data points are included in the meeting presentations to ensure student success and progression. Data points may include academics, behavioral referrals and attendance. Attachments included demonstrate the current status of student tracking, identify the members of the MTSS teams, Meeting Agendas and Calendars of the MTSS team and additional curriculum/intervention materials used to support the process and education of those students who require ongoing progress monitoring as well as the professional development of the teachers responsible for providing all tiers of instruction to our students.

(will attach MTSS reading/math plan and CPS team document)

H. Provide the charter school's Early Warning System (EWS) data and explain how the school plans to support vulnerable student populations as identified by the EWS.

The School uses an Early Warning System matrix to identify students who should be monitored and placed in an appropriate tier for MTSS. This matrix includes data points related to attendance, tardies, behavioral referrals and course (one or more) failure. Students who have been flagged in 2 or more of these components will be discussed during Collaborative Problem Solving Team meetings and maybe placed into the MTSS program and placed on appropriate plans. Parents will be notified of EWS data and the appropriate supports will be put into place dependent upon areas of concern.

Attachments

Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION

– No Attachments –

FINANCIAL PERFORMANCE

1. FINANCIAL MANAGEMENT

Section Evaluation

Final Rating

Meets the Standard Reynaldo Tunnermann, 11/19/19

Meets the Standard

Meets the Standard Lourdes Panizo, 11/19/19

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

Avant Garde Academy of Broward takes its fiduciary responsibilities seriously. As such, the School has partnered with an outside firm to serve as our financial accountant to ensure revenues and expenses are recorded accurately, payments to vendors are both timely and controlled by a segregation of duties, and adequate level of internal controls exist for the financials at large. All expenditures are processed through Building Hope. When an invoice comes into the school our business manager scans the invoices and uploads them to Building Hope's portal. The transaction then awaits approvals. All transactions must be approved by the Principal. Any transaction over \$1,000 must also be approved by at least one officer from the management team. Transactions over \$5,000 requires two officers from the management company to also review and approve the document. Once the transaction has all of the necessary approvals, Building Hope adds the details to QuickBooks and creates an image to print onto check paper and sends it back to the office manager. Only these images are allowed to be printed on the school's checks, and checks may not be manually written. The office manager then sends the check out to the vendor. Building Hope manages all reconciliations and creates the financial reports to the Governing Board and to the district.

The school primarily uses a third party vendor (EZ pay) so as to minimize cash collection at the school level. All payments to be opened on EZ pay must first be approved by the Principal, and in turn the business manager then opens the account for a limited time window. Receipts are given for any cash collections by the receiving party, who is the sponsor for the reason why the cash transaction occurs (i.e. field trip), a copy of the receipt is submitted to business manager to be filed, and the cash is deposited after the business manager provides a second count of the cash. A spreadsheet of the accounts receivable including all deposits are then sent to Building Hope to be included in the general ledger and incorporated into the school's financial reports. In the event the school acquires fixed assets (items totaling value over \$1000, or groupings of related items totaling at or above \$1000) will be capitalized according to GAAP, including "ancillary charges necessary to place the asset into its intended location and condition for use." Capital assets will be inventoried and tagged. Inventories of capitalized assets will be maintained in the general ledger and occur according to the following:

The data in the accounting records are compared with actual capital assets by physical identification by asset tag.

exception/disposal report will be used to make any necessary adjustments to the accounting records.

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

Building Hope enters all accounting information into QuickBooks in the appropriate RedBook Accounting format in conjunction with Broward County's recommended financial reporting format, as well as using generally-accepted accounting principles. The School Principal, Management Company and Governing Board a minimum on a monthly basis review accounts payable and receivable logs, payroll reports, bank account deposits and withdrawals, and the overall the financial reports. All school leaders have access to QuickBooks to query against all transactions to ensure each transaction is both recorded and discharged correctly. Monthly financial statements include a comparison of actual results as compared to the approved budget. In addition, all required monthly, quarterly and annual financial reports are submitted to the Broward County School District in compliance with the timelines set forth by the district.

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

The school's contracted financial accounting firm Building Hope generates financial reports to be distributed to the Governing Board, as well as the mandatory financial reporting for the district. These reports are created prior to the 25th of the following month to be uploaded to Charter Tools. This amount of time gives the school's financial accounting firm time to complete all transactions, allows outstanding checks to clear, and perform internal quality control checks to verify that the financial statements are as accurate as possible. The school regularly checks and responds to questions, comments and requests for more information from school district personnel when notified that an item has been called into question. The school facilitates annual financial audits from an independent certified public accounting firm at the end of each fiscal year. The audit is submitted to the Broward County School District and the Auditor General of Florida. The school also prepares monthly and quarterly financial reports and uploads them on a timely basis.

Attachments

Section 1: FINANCIAL MANAGEMENT

– No Attachments –

2. FINANCIAL VIABILITY

Section Evaluation

Meets the Standard Cassandra Vallianos, 11/19/19

Final Rating

Meets the Standard

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

Avant Garde Academy of Broward has maintained a positive cash flow while paying costs and debt associated with opening a charter school, building a comprehensive program, and encumbering five years' worth of general operating expenses. Our school opened with 938 students in its inaugural year and through a few iterations of the charter contract and enrollment pattern, we remain stable with a fully enrolled program that serves approximately 1025 students. Given the newly established feeder pattern with the co-located school, the total budget for this school year approaches twelve million dollars in revenue between both schools. In addition to an established feeder with the co-located school, the School in its fifth year of operation now also shares the same physical location with Avant Garde Academy 6-12 Broward, a charter held by the same charter-holder, as well as requisite common expenditures. The budgets for both schools are first built simultaneously on an aggregate basis, then broken apart by program and revenue allocation so that appropriate common expenses may be shared. These expenditures are in turn allocated between the schools based on actual student enrollment, or other appropriate measurement to determine equitable pro rata share.

Expenditures that are subject to allocation include, but are not limited to the following functional categories:

Instruction Administration

Facilities Acquisition and Construction (Rent) Operation of Plant

The process of the allocation of common expenses takes place when the expenses are recorded based on a methodical and non-discriminatory basis. In the event there is a temporary cash flow issue with funds in the Operating Account to pay normal expenses, the school works in conjunction with Avant Garde Academy of Broward and the school's management company to address budgeted yet unreceived revenue, and yet unpaid operating expenses. Short term cash advances are available if needed from the management company. Accounts payable are aged by priority and payment term by Building Hope who actively pays invoices by the due date (except for management fees in the event that there is a cash shortfall) so that the school meets all its budgetary obligations in a timely fashion. In the event management company-related expenses are aging at the close of the fiscal year, those expenses have been historically forgiven so that the school owes no long-term debt to the management company.

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

The school's independent financial accountant Building Hope has verified that the school's financial obligations are in good standing, and, all aging payables are paid within 30 days. All long-term obligations and requisite debt service payments are current as of the submission of this renewal.

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

The school in its opening year set a record for first year charter schools with well in excess of 900 students reported in FTE in year one. Enrollment trends have continued as it began, with the school maximizing enrollment for all five years of its charter. As a result, at the end of year four of the charter according to the financial audit, the school has both a positive net position and fund balance of over four hundred thousand and two hundred thousand dollars respectively. Avant Garde Academy will continue to strengthen its financial performance for the upcoming term of the charter agreement by maintaining enrollment thoughtfully and strategically and adhering to prescribed budgeted expenditures as approved by the Governing Board. The Projected Five-Year Budget for 2021-2026 is a conservative projection of CPI(Consumer Price Index)-driven per pupil

also driven by CPI, and historical expense actuals by category. Additionally, the school has anticipated future capital needs by placing an annual debt service expense per year in order to account for furniture, fixtures, curriculum and technology (FFETC) needs as the school continues to grow.

Long term debt placement for FFETC from fiscal years 2015-2019 have already begun to sunset beginning in fiscal year 2019 and at the end of the next five-year period, the school anticipates only the facility lease as its sole long-term liability. The budget beginning in fiscal year 2021 and beyond also includes a replenishment schedule for any and all replacement of aging furniture, technology and curriculum. A contingency fund, maintenance reserve as well as a fund to cover estimated accruing Paid Time Off (PTO) long term liability further ensures that the school is planning to meet any reasonable future capital and other financial needs for the next several years of operation.

As the aggregate capacity of the current facility is approximately 2100 students (K-12), much of the anticipated enrollment increase in the 6-12 program that this charter does not cover comes as either a direct transfer of students by grade level as the co-located school absorbed the middle school program at large, and from matriculation directly to the co-located school which operates only grades 6-12 on a go forward basis. This presents both a conservative position as well as a potential financial advantage for the school as indirect education costs will remain both a function of and percentage of the school enrollment as a portion of the larger aggregate K-12. Direct education expenses will increase correlated to enrollment increases also at the K-12 level, both of which financially insulate the K-8 program which is already at peak enrollment. In the event enrollment targets are not fully met, the school will be able to operate in a financially sound position if direct education expenses track according to enrollment actuals, and indirect education costs are pro-rata per co-located school based on enrollment. At current, the school utilizes approximately 60% of the total capacity of the program, and in turn services the same amount of expenses on a pro rata basis. That percent is expected to shift toward an even 50/50 split between the two co-located programs as the matriculation patterns as well as new kindergarten starts will ostensibly add net enrollment as well as balance for the total program at large.

Attachments

Section 2: FINANCIAL VIABILITY

– No Attachments –

ORGANIZATIONAL PERFORMANCE

1. STUDENT ENROLLMENT AND CONDUCT

Section Evaluation

Final Rating

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

Partially Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

Partially Meets the Standard

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

Avant Garde Academy enrollment has been strong since our inaugural year. In its first year, Avant Garde Academy opened with close to 940 students in grades K-8. In 2016 Avant Garde Academy 6-12 moved into our facility and the two schools were co-located permanently. The prior years' enrollment was intentionally designed as This changed our intentional enrollment patterns to put into place enrollment that is programmatically good for students. AGA K8 #5015's charter was amended on June 11, 2019 in conjunction with the renewal of AGA 6-12 #5791 to reflect enrollment trends and accommodate the combined enrollment of the two co-located charters. AGA K8's enrollment was decreased from 1,374 to 1,050 students, while AGA 6-12's was increased from 750 to 1074, for a combined K12 enrollment not to exceed 2,124. Demand in our program has remained very strong and we are close to our capacity enrollment each year. These changes support the enrollment fluctuations below. We expect our enrollment to remain stable and steady over the next 5 years.

Grade Level	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
K	160	165	180	180	180	180	180
1	160	155	180	178	180	180	180
2	160	174	160	178	160	160	160
3	140	188	174	158	180	160	160

4	144	168	188	172	160	180	160
5	144	181	160	184	174	160	180
6	168	0	0	0	0	0	0
7	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0
5015	1076	1031	1042	1050	1034	1020	1020

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

Our enrollment pattern has been reflective of the governing board's intentional plan for matriculating students and serving them in the most appropriate means through two co-located programs. The School has been developing a positive school culture with a feeder pattern from its elementary enrollment into its middle and high school program. At this time, our school is close to its maximum capacity for enrollment and has built a healthy wait list to ensure that the school meets its enrollment targets which directly impact the financial model for the school. This intentional controlled enrollment by grade level has allowed the school to operate efficiently and grow into its capacity within a shared, permanent facility. There has always been and thus far remains a strong demand for the educational program.

B. Provide the demographics of the community the charter school serves. Avant Garde Academy Broward currently serves students in grades K-5. The following represents enrollment for 2019-2020.

Student Demographics

Current enrollment: Total: 1026

ESOL

LA 37

LF 124

LY (active) – 276

ESE

F (speech impaired) - 16

G (language impaired) - 6

H (deaf/hard of hearing) - 1

K (Specific learning disability) - 13 L (gifted) - 29

P (autism spectrum disorder) - 2 V (other health impaired) - 3 TOTAL: 70

Free/Reduced Lunch

TOTAL: 593

Student Demographics:

White - 771

Black - 194

Indian- 1

Asian - 17

Multi - 45

Hispanic - 474

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

Avant Garde Academy complies with all statutes related to enrollment procedures. Parents have the option/opportunity to apply online and with paper/pencil on campus and at our off-site informational sessions. Once they have applied, Avant Garde Academy uses a software program to run a blind lottery. If more students apply than seats are available, then the lottery will determine who receives a seat and who will have a position on the waitlist. If there are not more applicants than seats available, then all students will be accepted. The recruiting and enrollment policy can be captured below:

Recruitment

Avant Garde Academy conducts periodic information meetings at the school and various locations to inform area residents and other interested persons about the charter school opportunity. The promotional plan to publicize the school will be designed to reach the entire community and, accordingly, all racial/ethnic groups within it. The school will implement a community awareness plan that will target area elementary schools, area communities and homeowner associations.

School's curriculum focus and the application procedure. Flyers will be developed in multiple languages (including Spanish, Russian and English) for distribution at area businesses, community centers, churches, and child care facilities. The School's staff will make extensive efforts to address people where they meet, work, pray and play in order to communicate the opportunities available at the new school. These events will continue to take place on campus and at various sites as approved by our business and community partnerships, which include; Art in the Park and community events at the local YMCA. Special effort will be taken to ensure that marketing, application and registration materials are available in multiple languages. All marketing materials and the School's website will include the following statement: "Tuition-free public charter school". Information brochures and applications printed in multiple languages (including Spanish, Russian, English and if required, Haitian Creole) will be distributed to these agencies to facilitate the school's desire to inform these groups about the school. School personnel will solicit opportunities to meet with families served by these agencies for a "direct" opportunity to inform parents about the school.

Students are considered for admission without regard to ethnicity, national origin, gender, or achievement level. Although students will most likely come from the neighboring communities, the promotional plan to be followed in publicizing the school will be designed to reach the entire community and accordingly, all racial/ethnic groups within it. Avant Garde Academy will embrace all students, regardless of their racial, cultural, ethnic or religious orientation. This message will be clearly communicated in all oral presentations and printed materials. Avant Garde Academy has adopted a nondiscrimination policy and will include this statement in its advertisements and enrollment marketing communications:

"Avant Garde Academy, Inc. {AGA} is an Equal Opportunity Employer and a non-discriminatory educational provider. It is the policy of Avant Garde Academy of Broward to comply with all applicable state and federal laws regarding non-discrimination in employment and educational programs and services. Avant Garde Academy will not discriminate on the basis of race, creed, gender, national origin, sexual orientation or age in administration of its educational policies, admissions policies, athletic, and other school programs."

Enrollment Policies

Avant Garde Academy of Broward is open to all eligible students residing in Broward County as well as adjacent counties with special recruiting efforts focused on those residents living within a six-mile radius of the school site. Avant Garde Academy of Broward will not discriminate on the basis of race, color, sex, religion, national or ethnic origin, or disability in the admission of students.

Avant Garde Academy of Broward is nonsectarian in its programs, admission policies, employment practices, and operations. Avant Garde Academy of Broward will not charge tuition or fees except for those fees normally charged by other public schools. To ensure that the school is available to serve the residents of the school's neighborhood, the school may elect to focus some of its enrollment efforts to target students residing within the community. Avant Garde Academy of Broward will use the reasonable distance definition as provided under FS.1002.33(10)(4)(e). Such students shall be subject to a random lottery and to the racial/ethnic balance provisions described in subparagraph (7)(a)8 or any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district.

As provided for in the Florida's Charter School Legislation, Avant Garde Academy of Broward may also give enrollment priority to the following student populations:

- between the charter schools which has been approved by the Sponsor;
- Siblings of students enrolled in the charter school; Children of employees of the charter school; and Children of Board Members of the school
- Students residing within a "reasonable distance" of the charter school where "reasonable distance" is defined roughly as a four-mile radius around the school.

This year's application and enrollment window will proceed as follows:

- November 15 New application window opens November/December/January Pre-lottery tours and info sessions
- December 1 Letters of intent to return are sent home to families
- January 31 - Admission application closes for those who wish to be included in the lottery
- January 31 Letters of intent to return are due to help determine the number of seats that will be available to new applicants
- Feb 19 - Admission lottery held if a lottery is required
- Feb 21 - Families are notified of acceptance
- March 4 - ONLY admitted students tour
- March 11 - due date to accept offered lottery seats AND complete registration packet
- March 25 - purge all non-responses and roll to declined
- March 27 - make 2nd round of offers if needed
- April 4 - due date to accept 2nd round offered seats AND complete registration packet
- April 11 - purge all non-responses and roll to declined Determine need for ongoing applications and acceptance

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

Avant Garde Academy has committed to providing a safe and secure environment. In effort to provide a secure campus, Avant Garde Academy of Broward added a full campus perimeter fence with locked and limited gate access. The School has created a safety plan as required through the FSSAT and included as an attachment. This plan was developed in partnership with law enforcement and the school has been recognized on TV and radio for its staff and student crisis/active shooter trainings and presentations. Additionally, Avant Garde Academy has secured a full time, fully trained and approved Guardian as per the requirements in Statute. Avant Garde Academy provided an active shooter workshop for all staff over the course of 3 days to build staff knowledge and practice lessons. The School leadership also received a safety/crisis/communications training to expedite and secure internal communications as needed to address daily safety and incident management across many stakeholders on campus. As it relates to student services and supports, the school has brought onto its staff a number of student support positions to provide guidance academically, socially, and emotionally as well as crisis intervention. Avant Garde Academy has added to its staff an academic advisor, a social worker, and a full-time mental health counselor for crisis intervention, prevention and immediate response as needed. Our staff and family handbooks have been updated to include appropriate policies related to our technology acceptable usage policies, social media, ride sharing, and campus expectations from volunteers. We have also added hourly law enforcement to our evening extra-curricular activities and community events.

Guardian program outline:

SHERIFF shall provide the following:

- Verification that the applicant possesses a valid concealed weapons permit pursuant to Section 790.06, Fla. Stat.
- One Hundred Forty Four (144) total hours of comprehensive firearm safety and proficiency

1. Twelve (12) hours of Diversity training.
 2. Twelve (12) hours of instruction in legal issues; and,
 3. Eight (8) hours of instruction in defensive tactics;
 4. Eight (8) hours of instruction in active shooter or assailant scenarios;
 5. Eight (8) hours of discretionary shooting instruction using simulator exercises;
 6. Sixteen (16) hours of instruction in precision pistol;
 7. Eighty (80) hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model. Program Participants must achieve an eighty-five percent (85%) pass rate on the firearms qualification;
- Upon request of CHARTER, and satisfactory completion of all statutory requirements to be a guardian, the Sheriff shall issue a school guardian certificate to those individuals who meet the requirements.
 - SHERIFF will provide any required annual ongoing training, weapon inspection, and firearm qualifications

The handbooks uploaded to charter tools include our commitment to follow the Broward County Code of Conduct especially as it relates to reportable offenses and student safety. The School has worked cooperatively with the Charter office and the District discipline matrix related to all disciplinary and attendance infractions, and complies with the appropriate reporting procedures. A copy of discipline reports is included in the attachments.

We believe in a common intellectual focus of high academic standards and behavioral expectations for all. Teachers are expected to model this behavior in a professional environment, the School will set high academic and behavioral expectations for teachers as well and communicate these through the Faculty Handbook.

Academic Excellence and Character Development are at the heart of the School's educational philosophy. The School recognizes and values the importance of social and emotional learning. Accordingly, the school's intellectual focus centers on high academic and behavioral expectations for all students communicated through the School's Code of Excellence and Code of Student Conduct. Student conduct and overarching behavior expectations are predicated upon the School's partnership and participation in a full implementation of the Leader In Me. This year, Avant Garde is seeking a specialized recognition for The Leader in Me through a process similar to accreditation that ultimately names the School as a Lighthouse School. It would be a prestigious recognition of outstanding work in the Leadership model demonstrated throughout the School. The 7 Habits of Highly Effective Children: The School will enhance its character education program with principles from the book, The 7 Habits of Highly Effective Teens: The Ultimate Teenage Success Guide. This resource provides a framework for teenagers to build effective life skills and habits into every day interactions. Without directly calling itself an anti-bullying or anti-drug program, it incorporates strategies that teenage students can practice that will ultimately lead them down ethical and healthy pathways in life. The seven habits are:

1. Be Proactive: Students learn to consider the impact of choices they make today on their future. They develop the value of positive thinking and saying "can" over "can't."

2. **Begin with the End in Mind:** Teenagers are encouraged to map the paths to their goals. Students consider their goals for the future and make choices in the present that will lead to the achievement of those goals.
1. **Put First Things First:** Students learn the value of prioritizing. They develop strategies to effectively organize their time to create balance in their lives.
2. **Think Win-Win:** Students consider the feelings of both people in a relationship, themselves and the other person. Settling differences requires students to consider which solutions will allow both people to be winners.
1. **Seek First to Understand, Then to Be Understood:** Students learn different styles of listening and how to be good listeners in order to be good communicators.
2. **Synergize:** Teenagers learn the value of teamwork and develop skills for working alongside others to accomplish more.
3. **Sharpen the Saw:** Students learn how to take care of their bodies, hearts, minds, and souls. Specific strategies are developed to maintain balance and overall health.

Leadership Training Opportunities: Preparation for each student's future is of paramount importance. The School believes that its students are the country's leaders of tomorrow. The School will provide an enhanced emphasis on character education through developing leadership traits in its students. The School will seek out leadership opportunities and programs for its students that will advance this goal and prepare students to face issues such as bullying, cyber bullying, domestic violence, pressure to use drugs and alcohol, peer pressure, and identity. Each year the School will hold assemblies and events that demonstrate inclusiveness of all our students and ensure that there is always equity in access to services and resources for all students.

Attachments

Section 1: STUDENT ENROLLMENT AND CONDUCT

– No Attachments –

2. FACILITIES

Section Evaluation

Meets the Standard Victoria Stanford, 11/26/19

Final Rating

Meets the Standard

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

The school's two-story structure was completed in two separate phases: with phase 1 completed

according to all relevant and applicable code suitable for charter school construction and educational use/occupancy. The school facility and requisite program has been and continues to be in full compliance with all fire, ADA and other life-safety codes related to the safe and legal operation of a Broward County charter school. Evacuation plans and Comprehensive Emergency Plans are posted within each classroom, office and in the cafeteria. Pursuant to s. 1002.33(18)(b), F.S., the school's facility is in full compliance with the Fire Prevention Code (s. 633.025, F.S.), the Americans with Disabilities Act (ADA) as well as all other applicable federal, state, and local laws. The facility is regularly inspected for issues related to fire and safety. If applicable, any items noted in the inspection report are promptly repaired or otherwise addressed in a timely manner and in anticipation of passing future inspections. Related to the campus site and the process by which students and parents enter and exit the school facility, the school has a specifically designated area for school buses to load and unload students in a safe and orderly manner. Non-school vehicles are not allowed to use this bus lane. The school has a comprehensive arrival and dismissal procedure which includes a carline on the west and south entrances of the school for parents to queue up and load and unload students once they reach the building itself. Faculty and staff are supervising carlines both before and after school to ensure students' safety on a daily basis. This plan was submitted and approved as part of the original traffic plan so has been fully vetted by local authorities. Students and staff are also required to wear IDs at all times. The school has the ability to generate IDs utilizing an in-house JLA screening and criminal background check system so that all appropriate student and outside visitors are able to present their credentials on campus at any time.

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

The school undergoes regular inspections related to food and environmental health as well as general fire and safety inspections. The operating permit and certificate of occupancy are displayed in the front office as well as secondary copies placed in the office of the K-5 Principal. The sanitation certificate is displayed prominently in the kitchen. Annual Safety and Fire Inspection and Health Inspection reports are housed in the K-5 Principal office and a secondary copy is in the maintenance office. The School has created safety plans, crisis plans and routinely conducts trainings for staff and students for emergency procedures that are practiced and documented accordingly. Evacuation plans and Comprehensive Emergency Plans are posted within each classroom, office, and in the cafeteria. Pursuant to s. 1002.33(18)(b), F.S., the school's facility is fully in compliance with Fire Prevention Code (s. 633.025, F.S.). Fire Evacuation drills are conducted for students and school staff minimally ten times per year and on average of once per month. Other drills for inclement weather and safety are practiced minimally twice per year. This includes but is not limited to tornado drills, code yellow lockdown drills and code red lockdown drills. Every classroom has a posted evacuation route in the front of the classroom. Each teacher has an emergency protocol binder with class rosters, evacuation and lockdown procedure manuals, and protocol for each emergency scenarios procedure. At no time does the assembly of students and/or staff exceed the number of occupants allowed per the Certificate of Occupancy. As it relates to daily operations toward providing a safe and secure campus, AGA will continue to maintain a fully gated and locked campus with a single point of ingress/egress that requires identification and external permission for entry. The school utilizes a camera system as well as the RAPTOR program for Level 1 JLA screening for non-credentialed visitors on campus. Credentialed staff/teachers enter through the east and west entrances of the school using a keypad, which is updated regularly. Vendors or other similar personnel must first ring into the main office and identify themselves via badge utilizing the school closed circuit camera system, and then once the main entrance is opened they must physically present their badge with proper clearance to the front office staff for inspection. The school complies with the provisions of Florida Statute s. 1002.33 and ensures students have completed entry health examinations and immunizations requirements prior to attending. The school has on record those students who qualify for exemption based on religious or other grounds and maintains and regularly updates

provides annual training on the school safety plan, procedures related to drills as well as emergency response procedures,, particularly when response requires universal precautions. The school fully complies with the provisions of Title 29, CFR and Part 1903.2(a)(1) and places all the requisite Occupational Safety and Health Administration (OSHA) posters and related information in conspicuous areas.

Attachments

Section 2: FACILITIES

– No Attachments –

3. GOVERNANCE, STAFF AND PARENTS

Section Evaluation

Final Rating

Partially Meets the Standard Maria Yen, 11/6/19

Partially Meets the Standard

Meets the Standard Khandia Pinkney, 11/6/19

Meets the Standard Aneatra King, 11/22/19

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

Meets the Standard Brenda Santiago, 12/2/19

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

Avant Garde Academy of Broward has a stable and experienced board of directors that provide guidance and rule-making to fulfill the School's vision, mission and guiding principles. Two of the three founding board members still serve on the Board and provide valuable experience and historical perspective. Board President, Julia Valent, provides decisive leadership and compliance with the execution of the school's vision and mission. Board Treasurer, Dr. Antonio Cruz oversees the integrity of the school's finances, with an eye on the efficient use of resources to safeguard the public funds that are entrusted to the School. The other board members provide valuable direction and insight based on their diverse background and experience.

The Board of the School serves as the ultimate decision maker on all school policies and specifically those that dictate action related to management and oversight of the school. The Board has and will continue to provide clear policies and actionable items from democratic votes taken at advertised meetings, as well as informal advice and direction to the School's Principal, management company and administrative staff on an ongoing, continuous basis and when requested by the school leadership. This strong level of involvement continually revolves around oversight of school operations to ensure the execution of the school's mission and goals with complete fidelity. The Board will continue to follow all applicable laws and policies related to

established rules and procedures customary to charter school governing boards in Florida. The Board oversees the performance of the principal and contracted professionals and holds them accountable to the school's mission, purpose and guiding principles.

The Board oversees and manages the interaction and relationships between the principal, management company and the authorizing district to ensure compliance with all applicable laws and the successful completion of the school's mission. The principal and management company provide and present the Board with a full report on school operations, finance, initiatives and challenges at all Board meetings. The board delegates the day to day management of the school to the principal with the support of the management company. The management company supports the principal by providing financial, operational and human resources support. This support frees up the principal's time to effectively conduct his instructional and leadership duties as the instructional leader of the school. The Board delegates this authority with care and strict oversight, following established best practices and without relinquishing its authority and

responsibility as the school's governing entity. During Board meetings, the board will provide the necessary clarification or direction to the principal and management company in accordance with the school's mission and governing policies and procedures. Governing policies and procedures will be revised and updated following the principal's recommendations and in accordance with established best practices.

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

All board meetings are publicly noticed in accordance with Sunshine Laws. The School follows all laws regarding public records. The Board and the School are supported by the Board's attorney, who is experienced in charter school law, for legal clarification or advice. The board is fully aware of their responsibility to comply with the Sunshine Laws and public record law. Meeting notices are posted on the website, in the building and in newsletters. All minutes are posted for public record and available on the website and submitted when required to the district. The Board also provides effective and proper management of the school and are good stewards of the public funds allocated to the school.

The members of the Board of the school shall serve as unpaid fiduciaries. At no time shall any member of the Board be employed at the school, contract for services, provide procured goods or otherwise receive remuneration of any kind whatsoever while serving on the board. Board members comply with certification requirements and participate in updates and trainings on Sunshine Laws as required by Florida Statute. Some of the key functions of the Board are as follows:

- The board meets quarterly, or as often as it is required, with the majority of directors in attendance, to address matters of policy, strategic direction, organizational performance and community impact.
- The board receives financial and other important information sufficiently in advance of the board meeting.
- Board candidates are formally selected with an emphasis on the skills needed to advance the collective work of the organization.
- New directors receive comprehensive orientation and training after election to the board. Ongoing training is provided regularly to the board to ensure effective service by its directors.
- The board maintains active involvement through rotation of duties and/or term limits. Meetings deal primarily with policy formulation, and the review and evaluation of the work of the organization.

necessary to advance the mission.

- The board recognizes and understands its legal obligations.
- The board president will review the school's progress and needs with the school principal on a monthly basis or as needed.

The board has instituted a procedure to ensure that laws governing public records are followed, while ensuring student records are protected (FERPA and HIPAA). Public record requests are logged and in consultation with the board attorney handled in an efficient manner.

C. Employment/Staffing

Explain how the charter school employs instructional staff that meets state and federal qualifications. All faculty and staff members are hired through a comprehensive recruitment and selection process. The school posts job openings on our Website, various recruitment websites as well as in local newspapers, social media and other local publications. The hiring process includes, supervisor and peer interviews, teaching demonstrations (for teachers), and review of credentials, background checks and reference checks. The School will continue to hire and recruit Highly Qualified Teachers. All teachers must possess, at a minimum, the following qualifications: a Bachelor's Degree; having the requisite State credentials or certificate; and demonstrating core academic subject matter competency.

Some of the qualifications the School looks for in its teachers are, as follows:

- Appropriate certification - Bachelor's degree in Education or area of specialization in the grade(s) to be taught; advanced degrees appreciated
- Exemplary personal presentation and interpersonal skills

-Literate in computer skills

- Committed to high student achievement
- Strong referrals and recommendations
- Mentoring characteristics & attitude
- Communication skills with parents, students, resource personnel and other stakeholders
- Participation in prior professional development and willingness to attend required professional development and PLCs in the school

The School does not hire an individual to provide instructional services or to serve as a teacher aide if the individual's certificate or licensure as an educator is suspended or revoked by this or any other state. The School requires all employees to undergo a background check and fingerprinting in collaboration with the Sponsor as required by

§1002.33 (12)(g), Florida statutes prior to that employee reporting to the classroom. The School does not violate the anti-discrimination provisions of Federal or State law in its hiring and employment practices. The purpose of the School's personnel policies and procedures is to provide guidelines for the varied range of personnel related employment, evaluation, discipline, dismissal, benefits and code of conduct issues. The policies are clearly set forth and communicated in accordance with principles of fairness and due process and in full compliance with all applicable laws and regulations.

Explain the system that the charter school uses for teacher and administrator evaluations. The school sets very high standards and expectations for the performance of the faculty. Each year the governing board reviews and approves the evaluation program. At this time, AGA has implemented the approved plan provided by the Florida Consortium. New staff are observed more often than experienced staff. Faculty and staff are evaluated on a regular basis throughout the school year and all new educators are evaluated within the first thirty days using the Florida Consortium for Charter School's tools and evaluation plans. Leadership conducts informal daily walk-throughs. Staff are informed each week what administration is "looking for" which may include; classroom environment, integrated technology, small group instruction, or differentiated instruction. The School has contracted with "Observe For Success" to allow administrators to conduct classroom walk throughs and observations and upload them into a database that can be shared and creates reports on demand. Observe For Success allows administration to conduct walkthroughs and formal observations using the programs automated evaluation tool to provide relevant feedback to teachers. The observation tools uploaded into the program includes look-fors, and evidence boxes with each look-for, and the rubric to ensure the indicators are more student-centered and address students' individual needs. Just in time feedback is provided to teachers in order to address immediate observations and concerns. If a teacher is struggling in any of the areas, the administrator provides feedback to the teacher and an instructional coach. Thus, the coaching cycle begins with face to face meetings, modeling of lessons, and coaching practices designed to help scaffold and improve teaching. Administrators are evaluated using the same process. The Observe for Success program houses the administrator evaluation tool approved by the Consortium and administered twice yearly for all leadership. A mid-year observation helps identify areas of success, and challenges or goals to strive for. Administration is supported through the Charter Support Team, and given opportunities to attend leadership workshops and district trainings as appropriate. Professional development at the school level is designed using a combination of the results from formal observations and walkthroughs throughout the school year as well as student performance data in order to positively impact teaching and learning.

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

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

Parent Involvement: Research suggests that when both school and home share the responsibility for students' educational success, social and economic stressors are less apparent. Parental involvement is crucial for student. Parental involvement in a child's education process is vital to ensuring that the students are not only being encouraged at school to be successful but that they are also being encouraged at home as well (Bowen, 1999). The School will provide parents with information in a timely manner and will provide resources to encourage parents to participate in their child's education.

The School continually promotes parental awareness of academic goals, successes and struggles. Parents will receive ongoing communication regarding the student's progress through the following methods: mid-quarter progress reports; quarterly report cards, parent conferences, parental involvement workshops, as well as other appropriate forms of written and oral communication, such as email and personal notes. Parents will be involved in all stages of documenting and updating Individual Education Plans (IEPs) and English Language Learner Plans as applicable. Initiating and strengthening collaboration between school, home, and communities, provides basis for support and reinforcement of student learning. Involving parents and students, and engaging them in a collaborative manner are critical to successful school program. Parent participation in the operations of the school and support for the mission of the

and teachers will be used to evaluate teaching and learning processes, and data gathered from these will be utilized to improve the school environment on a consistent basis. Weekly newsletters are distributed via email, robo-call, and posted on our website. These include events, activities, important information and reminders. An active Facebook page and Twitter engage families through social media.

Parental Involvement enhances learning when a school encourages parents to stimulate their children's intellectual development. Parental "investment" in a student's education is crucial to student success as well as to the advancement of the School's mission and vision. As our school is a Title 1 school, we host Title 1 evenings to help inform and educate our parents about the additional instructional opportunities afforded to our at-risk students and provide them support in helping students at home. We also offer additional parent meetings that include Breakfast with Admin as an informal means of meeting and building parent relations as well as targeted celebrations that shares student work in STEAM including ARTS showcases, STEAM Fest and much more. Parental involvement is encouraged by asking parents to contribute volunteer hours to ensure their active participation in their child's education. Home-based volunteer projects will be available to parents who are unable to volunteer on-site due to work or family constraints and teachers and administration will reach out to the parent community to invite them to support the school in academics, sports, performing arts, competitions and much more.

Parental involvement will also be encouraged through our PALS program. PALS is Parents As Leaders which is the parental form of our Leader In Me program. Our PALS program is very strong, and led by a core group of families committed to helping Avant Garde Academy meet our mission to provide a STEAM education in a diverse community. PALS in collaboration with the Principals, Athletics and Activities Directors and club sponsors provide various volunteer opportunities, student experiences, and fundraising opportunities in order to support every effort to provide our students with leadership experiences and opportunities. Our parents are our partners, our cheerleaders and a sounding board for student success and enrichment. We are very thankful for the family engagement that has been cultivated through our PALS program.

Finally, we have recently begun to build our Booster Club for parents to help support our growing competitive sports programming. Parents can take lead on fundraising efforts to provide assistance to student athletes and help build student engagement and School Pride through our more comprehensive sports offerings.

Attachments

Section 3: GOVERNANCE, STAFF AND PARENTS

– No Attachments –

ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

Section Evaluation

– Not Rated –

Final Rating

Attachments Added

Attachments

Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1.1	<u>Rtl/MTSS Plan</u>	Walker, Samantha, 10/30/19 4:59 PM	PDF / 294.802 KB
1.2	<u>Mission Statement</u>	Walker, Samantha, 10/30/19 4:59 PM	PDF / 26.971 KB
1.3	<u>ELA Curriculum</u>	Walker, Samantha, 10/30/19 4:58 PM	PDF / 107.434 KB
1.4	<u>Math Curriculum</u>	Walker, Samantha, 10/30/19 4:58 PM	PDF / 175.519 KB
1.5	<u>Competitive Analysis of area schools</u>	Walker, Samantha, 10/30/19 4:58 PM	PDF / 107.653 KB
1.6	<u>Y. Pay for Performance Plan and Salary Schedule Documentation</u>	Walker, Samantha, 10/30/19 4:45 PM	PDF / 192.759 KB
1.7	<u>X. Administrator Evaluation Tool</u>	Walker, Samantha, 10/30/19 4:44 PM	PDF / 3.766 MB
1.8	<u>X. Teacher Evaluation Tool</u>	Walker, Samantha, 10/30/19 4:43 PM	PDF / 7.159 MB
1.9	<u>W. A sample of School Newsletter Requesting Parental Involvement</u>	Walker, Samantha, 10/30/19 4:42 PM	PDF / 5.666 MB
1.10	<u>V. Certification Self Audit</u>	Walker, Samantha, 10/30/19 4:42 PM	XLSX / 72.949 KB
1.11	<u>Staffing Reports</u>	Walker, Samantha, 10/30/19 4:42 PM	PDF / 38.553 KB
1.12	<u>U. Governing Board Training Certificate Cruz Part 8</u>	Walker, Samantha, 10/30/19 4:41 PM	PDF / 17.08 KB
1.13	<u>U. Governing Board Fingerprints Cruz Part 7</u>	Walker, Samantha, 10/30/19 4:41 PM	PDF / 260.17 KB
1.14	<u>U. Governing Boarding Fingerprints Hernandez Part 6</u>	Walker, Samantha, 10/30/19 4:41 PM	DOCX / 100.083 KB
1.15	<u>U. Governing Board Training</u>	Walker, Samantha, 10/30/19 4:40 PM	PDF / 17.085 KB

1.16	<u>U. Governing Board Training Certificate Lopez Part 4</u>	Walker, Samantha, 10/30/19 4:40 PM	PDF / 17.089 KB
1.17	<u>U. Governing Board Fingerprints Lopez Part 3</u>	Walker, Samantha, 10/30/19 4:40 PM	PDF / 290.301 KB
1.18	<u>U. Governing Board Training Certificate Valent Part 2</u>	Walker, Samantha, 10/30/19 4:39 PM	PDF / 17.08 KB
1.19	<u>U. Governing Board Fingerprints Valent Part 1</u>	Walker, Samantha, 10/30/19 4:39 PM	PDF / 257.335 KB
1.20	<u>T. Discipline Reporting</u>	Walker, Samantha, 10/30/19 4:36 PM	PDF / 47.244 KB
1.21	<u>S. Student Enrollment Reports 19-20 L03 Part 6</u>	Walker, Samantha, 10/30/19 4:36 PM	PDF / 30.033 KB
1.22	<u>S. Student Enrollment Reports 19-20 Part 5</u>	Walker, Samantha, 10/30/19 4:35 PM	PDF / 30.386 KB
1.23	<u>S. Student Enrollment Reports 18-19 Part 4</u>	Walker, Samantha, 10/30/19 4:35 PM	PDF / 30.438 KB
1.24	<u>S. Student Enrollment Reports 17-18 Part 3</u>	Walker, Samantha, 10/30/19 4:35 PM	PDF / 30.439 KB
1.25	<u>S. Student Enrollment Reports 16-17 Part 2</u>	Walker, Samantha, 10/30/19 4:34 PM	PDF / 30.444 KB
1.26	<u>S. Student Enrollment Reports 15-16 Part 1</u>	Walker, Samantha, 10/30/19 4:34 PM	PDF / 30.443 KB
1.27	<u>O. Financial Corrective Action Plan 2018</u>	Walker, Samantha, 10/30/19 4:33 PM	PDF / 129.327 KB
1.28	<u>Q. Projected Five Year Budget for 2021-2025</u>	Walker, Samantha, 10/30/19 4:15 PM	PDF / 149.66 KB
1.29	<u>R. Revenue Estimate Worksheet 2020-2021</u>	Walker, Samantha, 10/30/19 4:14 PM	PDF / 237.175 KB
1.30	<u>N. Fixed Assets Report Reconciled with General Ledger</u>	Walker, Samantha, 10/30/19 4:13 PM	PDF / 66.756 KB
1.31	<u>L. Standardized Test Results_iReady_Reading AP3_2017</u>	Walker, Samantha, 10/30/19 4:04 PM	PDF / 90.86 KB
1.32	<u>L. Standardized Test Results_iReady_Math AP3_2017</u>	Walker, Samantha, 10/30/19 4:03 PM	PDF / 90.426 KB
1.33	<u>L. Standardized Test Results_iReady_Reading AP3_2018</u>	Walker, Samantha, 10/30/19 4:03 PM	PDF / 90.72 KB
1.34	<u>L. Standardized Test Results_iReady_Math AP3_2018</u>	Walker, Samantha, 10/30/19 4:02 PM	PDF / 89.684 KB
1.35	<u>L. Standardized Test Results_DRA_2019</u>	Walker, Samantha, 10/30/19 3:57 PM	PDF / 132.817 KB
1.36	<u>L. Standardized Test Results_FLKRS_2019</u>	Walker, Samantha, 10/30/19 3:56 PM	PDF / 325.533 KB

1.37	<u>Results_iReady_Math AP3_2019</u>	Walker, Samantha, 10/30/19 3:56 PM	PDF / 86.826 KB
1.38	<u>L. Standardized Tests Results_iReady_Reading AP3_2019</u>	Walker, Samantha, 10/30/19 3:55 PM	PDF / 87.336 KB
1.39	<u>L. Standardized Test Results_iReady_Reading AP2_2019</u>	Walker, Samantha, 10/30/19 3:55 PM	PDF / 74.476 KB
1.40	<u>L. Standardized Test Results_iReady_Reading AP1_2019</u>	Walker, Samantha, 10/30/19 3:54 PM	PDF / 74.476 KB
1.41	<u>M. Evidence of Implementation of Specific Contractual Corrective Action</u>	Walker, Samantha, 10/30/19 3:52 PM	PDF / 202.982 KB
1.42	<u>I. Summary of Progress Monitoring Reports_Math Part 2</u>	Walker, Samantha, 10/30/19 3:50 PM	PDF / 336.364 KB
1.43	<u>I. Summary of Progress Monitoring Reports_Reading Part 1</u>	Walker, Samantha, 10/30/19 3:50 PM	PDF / 294.081 KB
1.44	<u>H. Early Warning System Data 4-6 Part 2</u>	Walker, Samantha, 10/30/19 3:48 PM	PDF / 27.292 KB
1.45	<u>H. Early Warning System Data K-3 Part 1</u>	Walker, Samantha, 10/30/19 3:48 PM	PDF / 27.364 KB
1.46	<u>F. FLDOE School Report Card</u>	Walker, Samantha, 10/30/19 3:46 PM	PDF / 290.496 KB
1.47	<u>E. FLDOE School Grades (Prior 5 Years)</u>	Walker, Samantha, 10/30/19 3:45 PM	PDF / 207.103 KB
1.48	<u>C. AMO_Science_18-19 Part 6</u>	Walker, Samantha, 10/30/19 3:45 PM	PDF / 62.062 KB
1.49	<u>C. AMO_Math_18-19 Part 5</u>	Walker, Samantha, 10/30/19 3:44 PM	PDF / 62.124 KB
1.50	<u>C. AMO_ELA_18-19 Part 4</u>	Walker, Samantha, 10/30/19 3:44 PM	PDF / 62.138 KB
1.51	<u>C. AMO_Science_17-18 Part 3</u>	Walker, Samantha, 10/30/19 3:44 PM	PDF / 62.674 KB
1.52	<u>C. AMO_Math_17-18 Part 2</u>	Walker, Samantha, 10/30/19 3:44 PM	PDF / 62.737 KB
1.53	<u>C. AMO_ELA_17-18 Part 1</u>	Walker, Samantha, 10/30/19 3:43 PM	PDF / 62.738 KB
1.54	<u>A-C. FSA_EOC_FCAT Scores</u>	Walker, Samantha, 10/30/19 3:42 PM	PDF / 259.721 KB

Recommendation

School Name: **Avant Garde Academy K-8 Broward**

Primary Contact: **Samantha Walker**

Submission Date: **October 31, 2019**

Recommendation Date: **February 3, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

Based on the review and evaluation of Avant Garde Academy K-8 Broward's Renewal Program Review, the Superintendent's Charter School Review Committee is providing to the Superintendent an approval for a five-year renewal of the school's charter agreement. The Superintendent will provide the approval to The School Board of Broward County, FL for final consideration.