

1 **CHARTER SCHOOL CONTRACT**

2
3 **BETWEEN**

4
5 **THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**

6
7 **AND**

8
9 **IMAGINE-ST. LUCIE COUNTY, LLC**

10 **FOR**

11 **IMAGINE - NAU CHARTER SCHOOL**

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18 _____
19 **History:** Application approved by the School Board on October 24, 2006; Charter Contract
20 approved by the School Board on March 11, 2008.

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22 **Application:** Application for charter renewal, approved by School Board on March 19, 2013.

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24 **Contract:** June 25, 2013

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IMAGINE - NAU CHARTER SCHOOL
CHARTER SCHOOL CONTRACT

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1 **THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**
2 **CHARTER SCHOOL CONTRACT**

3
4 **SECTION 1: GENERAL PROVISIONS**

5 This Charter is entered into as of the 25th day of June, 2013 (“Charter” or “Contract”), between
6 The School Board of St. Lucie County, Florida, a body corporate operating and existing under
7 the laws of the State of Florida (“Sponsor”), and Imagine-St. Lucie County, LLC, a Florida
8 limited liability company, (“School”), the sole member of which is Imagine Schools Non-Profit,
9 Inc., a Virginia non-profit corporation authorized to do business in the State of Florida
10 (“Member”). Member acknowledges, consents to, and for the purposes necessary joins in this
11 Charter solely for the purpose of ensuring the School’s compliance with the requirements of the
12 Charter that the School organize as, or be operated by, a nonprofit organization.

13 **A) Approved Application:** The application approved by the School Board on October 24,
14 2006, as well as the renewal application, approved by the Sponsor on March 19, 2013,
15 are attached as Appendix A (“Application”). If any provision of this Charter is
16 inconsistent with Appendix A, the provision of this Charter shall prevail. All attached
17 appendices are incorporated and made a part of this Contract.

18 **B) Term**

19 **1) Effective Date:** This Contract shall become effective upon approval by the
20 Sponsor.

21 **2) Term:** The term shall cover five (5) years commencing on the first day of the
22 2013 school year, and ending on June 30, 2018.

23 **3) Start-Up Date/School Calendar**

24 a) This paragraph is left intentionally blank.

25 b) The School’s calendar shall be consistent with the beginning of the
26 Sponsor’s public school calendar for each school year. The School shall
27 provide instruction for at least the number of days and the minimum

1 number of instructional minutes required by law for other public schools.
2 Instructional days beyond the minimum must be reviewed and approved
3 by the Sponsor prior to implementation. However, extended days do not
4 require Sponsor approval. After the School's calendar is approved, any
5 subsequent modification to student school days must be provided to the
6 Sponsor prior to implementation. Violation of this provision may result in
7 termination of Contract. **Deadline for Submission of Pre-Opening**
8 **Checklist Items for a new facility:** No later than thirty (30) days prior to
9 the initial use of the facility by the school, the school shall have an
10 approved contract and provide evidence of all necessary permits,
11 licensing, zoning, use approval, facility certification and other approvals
12 required for use of the facility by the local government. Failure to comply
13 shall result in automatic termination of the Contract with no notice or
14 further action required of the Sponsor.

15 **4) Statutory Requirements:** The Parties will comply with Section 1002.33, F.S.,
16 and any regulations adopted by the State Board of Education or other state
17 agency, or amendments thereto, pertaining to charter schools, and all applicable
18 federal, state and local laws pertaining to civil rights and student health, safety
19 and welfare. If any conflict exists between the provisions of the approved
20 application or this Charter and any specific provision of law, then the provisions
21 of the law shall prevail. The School and Sponsor shall be bound by amendments
22 to applicable statutes, rules, and regulation, as any such amendments take effect.
23 Unless specifically incorporated herein, the policies of the Sponsor do not apply
24 to the School. However, if the School is statutorily required to have a policy and
25 does not, the Sponsor's policy shall be deemed to apply.

26 **5) Non-Discrimination:** The School agrees to adhere to a policy of non-
27 discrimination in educational programs and activities and employment practices.
28 It will strive affirmatively to provide equal opportunity for all as required by
29 Federal and State law, including but not limited to:

30 **a)** Title VI of the Civil Rights Act of 1964 which prohibits discrimination
31 on the basis of race, color, religion or national origin;

1 **b)** Title VII of the Civil Rights Act of 1964, as amended, which prohibits
2 discrimination in employment on the basis of race, color, religion, gender, or
3 national origin;

4 **c)** Title IX of the Education Amendments of 1972 which prohibits
5 discrimination on the basis of gender;

6 **d)** The Age Discrimination in Employment Act of 1967 (ADEA), as
7 amended, which prohibits discrimination on the basis of age with respect to
8 individuals who are at least 40;

9 **e)** Section 504 of the Rehabilitation Act of 1973 which prohibits
10 discrimination against the disabled;

11 **f)** The Americans with Disabilities Act of 1990 (ADA) which prohibits
12 discrimination against individuals with disabilities in employment, public service,
13 public accommodations and telecommunications;

14 **g)** The Family and Medical Leave Act of 1993 (FMLA) which required
15 covered employers to provide up to twelve (12) weeks of unpaid, job-protected
16 leave to “eligible” employees for certain family and medical reasons;

17 **h)** The Florida Educational Equity Act which prohibits discrimination against
18 a student or employee on the basis of race, gender, national origin, marital status,
19 or handicap;

20 **i)** The Florida Civil Rights Act of 1992 which secures freedom from
21 discrimination on the basis of race, color, religion, gender, national origin, age,
22 handicap or marital status for all individuals within the State;

23 **j)** P.L. 93-508 (Federal Law) and Section 295.07, Florida Statutes, which
24 provide categorical preferences for employment and re-employment rights to
25 veterans; and

26 **k)** Applicable Sponsor rules.

27 **6) Charter Modification:** This Contract may not be modified unless approved by
28 both parties in writing. Unilateral modification of this Contract in any way is a
29 breach of the Contract and the Contract may be terminated. Whenever a contract
30 is amended, it shall be updated to comply with current School Board Rules and
31 standard contract.

1 **7) Charter Renewal**

- 2 **a)** Prior to renewal of this charter, the Sponsor shall perform a program
3 review to determine the level of success of the school’s current academic
4 program, achievement of the goals and objectives required by state
5 accountability standards and successful accomplishment of the criteria
6 under Section 1002.33(7)(a), F.S., the viability of the organization,
7 compliance with the terms of the charter, and that none of the statutory
8 grounds for nonrenewal exist.
- 9 **b)** Any charter school seeking renewal shall be required to complete a charter
10 renewal application and the sponsor’s renewal process. The application
11 shall include documentation for the items listed above.
- 12 **c)** Renewals shall be for a term of five (5) years unless a longer term is
13 required by law. Upon approval, the contract will be renewed following
14 the contract negotiation process which shall be based upon the current
15 School Board Rules and standard contract.

16 **C) Educational Program and Curriculum:** The School shall implement the educational
17 program and curriculum as described in the approved Application.

18 **1) General**

- 19 **a)** The School shall implement its educational and related programs as
20 specified in the School’s approved Application (Appendix A), including
21 the School’s curriculum, the instructional methods, any distinctive
22 instructional techniques to be used, and the identification and acquisition
23 of appropriate technologies needed to improve educational and
24 administrative performance, which include a means for promoting safe,
25 ethical, and appropriate uses of technology which comply with legal and
26 professional standards. The School shall ensure that reading is a primary
27 focus of the curriculum and that resources are provided to identify and
28 provide specialized instruction for students who are reading below grade
29 level. Further, the curriculum and instructional strategies for reading shall
30 be consistent with applicable State and Federal Standards and grounded in
31 scientifically-based reading research. Updates, revisions, and/or changes

1 to the curriculum programs described in the Application and as requested
2 by the Sponsor as a condition of the Application's approval are
3 incorporated as part of the approved Application included as Appendix A.

4 Any request to change the School's curriculum must be submitted to the
5 Sponsor in writing, comply with all applicable laws and be approved by
6 the Sponsor before the changes are implemented. The School shall meet
7 the following objectives as required by Section 1002.33, F.S.

- 8 i) Improve student learning and academic achievement;
- 9 ii) Increase learning opportunities for all students with a special
10 emphasis on low performing students and reading;
- 11 iii) Encourage the use of innovative learning methods; and
- 12 iv) Require the measurement of learning outcomes. The School
13 further agrees that its programs and operations shall be
14 nonsectarian. The Sponsor shall ensure that the School is
15 innovative and consistent with the state education goals established
16 by Section 1000.03(5), F.S.

- 17 b) The School agrees to adopt and implement with fidelity, the Sponsor's K-
18 12 Reading Plan unless it has chosen to use an alternate research-based
19 core reading plan. The School will use the Sponsor's K-12 Reading Plan.

20 **D) Non-Renewal/Cancellation and Termination**

21 This Contract may be cancelled or terminated during its term for any reason, including
22 but not limited to, those specified in state law and this Contract. Notices of non-
23 compliance, termination, cancellation and default may be issued by the Sponsor's
24 Superintendent or the Superintendent's designee.

25 **1) Reasons for Termination/Non-Renewal:** The Sponsor may choose to terminate
26 the Contract during its term or not renew the Contract at the end of the current
27 term, for any of the following reasons:

- 28 a) failure by the School to meet the requirements for student performance
29 state in this Charter; or failure to accomplish the purpose of a charter
30 school stated in Section 1002.33, F.S.
- 31 b) failure by the School to participate in the state's education accountability

1 system created in Section 1008.31, F.S., as required in this section;

- 2 c) failure to meet generally accepted standards of fiscal management, which
3 includes but is not limited to, a negative fund balance for three
4 consecutive months (not including the first three months of operation) in
5 any governmental fund as reported in a budget or audit report; failure to
6 meet generally accepted accounting principles; failure to timely provide
7 an annual audit or for the annual audit to comply with the requirements
8 specified in this Charter or Sponsor Policy 3.90; failure to timely submit
9 financial reports or other reports required by Section 1002.33(9), F.S.;
10 improper expenditure of grant funds ; failure to maintain required
11 insurance; failure to correct audit findings within sixty (60) days; spending
12 in excess of approved appropriations ; failure by the School to make
13 payments on its obligations; and the School's willful or reckless failure to
14 manage public funds in accordance with the law;
- 15 d) violation of federal, state, or local law by the School or Sponsor Policy
16 3.90 by the School; or
- 17 e) any other good cause shown, including but not limited to any action by the
18 School that is detrimental to the health, safety, or welfare of the School
19 students and any material breach of this Charter.

20 2) **“Good Cause”:** “Good cause” for non-renewal or termination includes, but is not
21 limited to, the following:

- 22 a) receipt by the School of a state-designated grade of “F” in any two (2) of
23 four (4) years (schools that receive a school improvement designation of
24 “Declining” will also be considered the equivalent to an “F” grade);
- 25 b) material failure to comply with the goals and outcomes of any School
26 Improvement Plan/Accountability Plan developed for the School;
- 27 c) a failure by the School to make contributions to the Florida Retirement
28 System (FRS), if the School has elected to participate in the FRS;
- 29 d) a failure by the School to pay payroll taxes to the Internal Revenue
30 Service;

- 1 **e)** the School’s filing for voluntary bankruptcy, adjudication of bankruptcy
2 or of insolvency, or other state of financial impairment such that the
3 School can no longer operate or is no longer economically viable;
- 4 **f)** the School’s failure to comply with maximum class size requirements;
- 5 **g)** an action by the School resulting in a charge, loss, or penalty to the
6 Sponsor that is not promptly compensated by the School;
- 7 **h)** the School’s violation of any court order;
- 8 **i)** a criminal conviction upon matters involving the School against either the
9 School’s Governing Board, its members (collectively or individually), or
10 by the management company, if any, contracted by the School;
- 11 **j)** failure by the School to submit and comply with a corrective action plan,
12 required by statute;
- 13 **k)** the School’s failure to submit to the Sponsor a financial recovery plan
14 with the appropriate supporting documents that is determined by the
15 Sponsor to be acceptable within thirty (30) days following a
16 determination of financial emergency pursuant to Section 218.503, F.S.;;
17 or failure to implement any financial recovery plan approved by the
18 Commissioner of Education pursuant to Section 218.503, F.S.;; or failure
19 by the School to provide periodic progress reports as required by the
20 financial recovery plan as determined by the Sponsor;
- 21 **l)** the School’s receipt of a finding of financial emergency, pursuant to
22 Section 218.503, F.S., for two consecutive years or more than once
23 during any one fiscal year;
- 24 **m)** a finding that the School or its representative have perpetrated a material
25 fraud upon the Sponsor or made material intentional misrepresentations
26 in the Application;
- 27 **n)** the School’s failure to comply with the education goals established by
28 Section 1003.05, F.S., pertaining to assistance to transitioning students
29 from military families;

- o) if the School is a secondary charter school, its failure to comply with Section 1003.43, F.S., or to the student progression standards set forth in Section 1008.25, F.S.;
- p) a failure by the School to achieve adequate student performance as defined in the State’s Differentiated Accountability Rule 6A-1.099811 and in the No Child Left Behind Act of 2001; or
- q) violation of the Family Educational Rights and Privacy Act (“FERPA”), located at 20 U.S.C. § 1232g; 34 C.F.R. Part 99;

3) Additional “Good Cause” for Non-Renewal/Termination: “Good cause” for purposes of non-renewal or termination also includes any material breach or violation of the standards, requirements, or procedures of this Charter, including, but is not limited to, the following:

- a) a failure to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;
- b) failure to deliver the instructional programs or curricula identified in the Application;
- c) insufficient progress by the School in attaining achievement objectives contained in this Charter, including the Application;
- d) failure to timely submit reports/documents required by this Charter or by applicable statute, rule or policy;
- e) 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;
- f) the School’s failure to achieve and maintain the minimum student enrollment set forth in the Application or as mutually agreed upon by the parties and supported by the School’s approved budget;
- g) the School’s failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (“NCLB”);
- h) the School’s failure to timely submit the School Improvement Plan to the

- 1 Sponsor, as required herein and by State law;
- 2 **i)** the School’s failure to participate in all state assessment programs;
- 3 **j)** the School’s failure to use records and grade procedures that adequately
- 4 provide the information required by the Sponsor;
- 5 **k)** the School’s failure to allow the Sponsor reasonable access to facilities
- 6 and records to review data sources, including collection and recording
- 7 procedures;
- 8 **l)** the School’s failure to provide exceptional student education (“ESE”)
- 9 students and English Language Learners (“ELL”) with programs and
- 10 services in accordance with the provisions of this Charter and federal and
- 11 state laws;
- 12 **m)** the School’s failure to comply with the Florida Building Code (including
- 13 Chapter 553, F.S.) and the Florida Fire Prevention Code, including
- 14 reference documents, applicable state laws and rules, and federal laws and
- 15 rules;
- 16 **n)** the School’s failure to comply with all applicable laws, ordinances and
- 17 codes of federal, state and local governance including, without limitation,
- 18 the Individuals with Disabilities Education Act (“IDEA”);
- 19 **o)** the School’s failure to obtain and maintain all necessary licenses, permits,
- 20 zoning, use approval, facility certifications, and any other approval
- 21 required by the local government or any other governmental authorities
- 22 having jurisdiction at any time during the term of this Charter;
- 23 **p)** a failure by the School to comply with background screening, including
- 24 the payment of all associated costs, and other requirements set forth herein
- 25 and in Section 1002.33(12)(g), Florida Statutes;
- 26 **q)** failure to comply with the School’s ethics policy as provided herein;
- 27 **r)** material violation of the School’s organizational documents; or
- 28 **s)** material violation of the School’s security procedures.
- 29 **b) Non-Renewal/90-day Termination**
- 30 **a) Cure:** This Charter may be terminated or non-renewed for any of the
- 31 reasons set forth in 1.D.1), 2), and 3) above. The Sponsor shall give

1 written notice by facsimile transmission, hand delivery, or U.S. Certified
2 Mail, Return Receipt Requested (in its option) of any such emergent
3 default and the School shall have thirty (30) calendar days to cure such
4 emergent default, which period may be extended at the sole discretion of
5 the Sponsor if reasonable progress is being made by the School to cure.

6 **b) Sponsor Notification Responsibilities:** At least ninety (90) days prior to
7 renewal, non-renewal or termination of the Contract, the Sponsor shall
8 notify the Chair of the School's governing board in writing by facsimile
9 transmission, hand delivery, or U.S. Certified Mail, Return Receipt
10 Requested (in its option). The notice shall state in reasonable detail the
11 grounds for non-renewal or termination and stipulate that the School's
12 governing body may, within 14 calendar days after receiving the notice,
13 request a hearing before the Sponsor. The Sponsor may send in financial
14 and/or instructional experts to advise and assist the School in improving
15 the conditions stated in the notice of termination. Failure to cooperate, or
16 failure to significantly improve the noted conditions, shall also constitute
17 good cause for termination.

18 **c) Hearing:** If the School timely requests a hearing before the Sponsor, the
19 Sponsor shall conduct the hearing in accordance with Sections 120.569
20 and 120.57, F.S., within sixty (60) calendar days after receiving a timely
21 written request. The Sponsor shall decide upon nonrenewal or termination
22 by a majority vote, and the Sponsor's decision shall be a final order.

23 **d) Final Order:** The Sponsor's final order shall state the specific reasons for
24 the Sponsor's decision. The Sponsor shall provide its final order to the
25 School's governing board and the Florida Department of Education
26 ("FDOE") no later than ten (10) calendar days after its issuance. The
27 charter school's governing board is deemed to be the last legitimate roster
28 submitted to the Sponsor.

29 **e) Appeal:** The School's governing board may, within thirty (30) calendar
30 days after receiving the Sponsor's final order of non-renewal or
31 termination, appeal the decision pursuant to the procedure set forth in

1 Section 1002.33(8), F.S. The decision by the governing board to appeal
2 must be made in a legally advertised public meeting with a quorum
3 present. Minutes or adopted resolution documenting the action must be
4 submitted to the Sponsor and properly posted.

5 **f) Operation of the School:** The School's governing board shall continue to
6 operate the school during the pendency of any appeal to the Sponsor as set
7 forth in Section 1002.33(8), F.S. In that event, all provisions of this
8 Charter shall remain in effect. If the Sponsor denies the School's appeal,
9 the School shall close notwithstanding any further appeal to an appellate
10 court. The closing date shall be negotiated between the Sponsor and the
11 School.

12 **E) Immediate Termination**

13 **1) Student Health, Safety, or Welfare:** This Charter may also be terminated
14 immediately if the Sponsor determines that an immediate and serious danger to
15 the health, safety, or welfare of the students exists. The Sponsor shall give written
16 notice by facsimile transmission or hand delivery (in its option) of any such
17 emergent default and the School shall have five (5) business days to cure such
18 emergent default. During the five (5) day cure period and thereafter, the Sponsor
19 may take such action as is reasonably necessary, including taking over operation
20 of the School, to protect the health, safety, or welfare of the students and the
21 School agrees that it shall not impede the Sponsor as it takes such action.

22 **2) Sponsor Notification Responsibilities:** The Sponsor shall notify in writing the
23 School's governing board, the School principal and the FDOE if the Charter is
24 immediately terminated. The notice shall identify the specific issues that resulted
25 in the immediate termination including the particular facts and circumstances
26 indicating that an immediate and serious danger to the health, safety, or welfare of
27 the School's students exists and evidence of prior notification of issues resulting
28 in the immediate termination when appropriate. The School may still be
29 terminated upon ninety (90) calendar days notice or non-renewed during the
30 pendency of an appeal of an immediate termination.

31 **3) Hearing:** The School's governing body may, within ten (10) calendar days of

1 receiving written notice from the Sponsor, request a hearing by facsimile
2 transmission or hand delivery (in its option). If the School timely requests a
3 hearing before the Sponsor, the Sponsor shall conduct the hearing in accordance
4 with Sections 120.569 and 120.57, F.S. The Sponsor shall decide upon
5 nonrenewal or termination by a majority vote, and the Sponsor's decision shall be
6 a final order. The Sponsor's final order shall be issued within sixty (60) days after
7 the date of the School's request. The final order shall state the specific reasons for
8 the Sponsor's decision and shall be provided to the School's governing board and
9 the FDOE within ten (10) calendar days of its issuance.

10 **4) Appeal:** The School's governing board may, within thirty (30) calendar days after
11 receiving the Sponsor's final order of immediate termination, appeal the decision
12 pursuant to the procedure set forth in Section 1002.33(8), F.S. The decision by the
13 governing board to appeal must be made in a legally advertised public meeting
14 with a quorum present. Minutes or adopted resolution documenting the action
15 must be submitted to the Sponsor and properly posted.

16 **5) Operation of the School:** The Sponsor shall immediately assume the operation of
17 the School upon providing the notice of immediate termination for a period of
18 time as determined solely and exclusively by the Sponsor. Failure by Sponsor to
19 assume and continue operation of the School shall result in the awarding of
20 reasonable costs and attorney's fees to the School if the School prevails on appeal
21 in accordance with Section 1002.33(8)(d). Nothing herein shall be construed as
22 an obligation on the part of the Sponsor to secure an extension of a lease term
23 during the pendency of an appeal or to pay with the Sponsor's funds any debts
24 incurred by the School in order to avert a foreclosure or eviction.

25 **6) School Access and Documentation Responsibilities:** The School shall
26 immediately give to the Sponsor all keys to the School's facilities, all security-
27 system access codes and access codes for all computers in the School's facilities,
28 all student, educational and administrative records of the School, access to the
29 school's bank accounts and public funds, storage facilities, all records,
30 information, receipts and documentation for all expenditures of public funds,
31 including but not limited to federal grants such as Title I and charter school

1 grants, and all public property. Any violation of this provision shall relieve the
2 Sponsor of its duty to operate the school.

3 **7) Removal of Funds or Property:** The School shall not remove any funds or
4 property purchased with either public or private funds until the Sponsor has a
5 reasonable opportunity to determine whether the funds are public or private and
6 whether the property was purchased with public or private funds. Under no
7 circumstances shall the School remove any property or funds prior to the
8 Sponsor's decision to immediately terminate. Any violation of this provision shall
9 relieve the Sponsor of its duty to operate the school.

10 **8) Disbursement of Funds:** The Sponsor shall only disburse charter school funds in
11 order to pay the normal expenses of the School as they accrue in the ordinary
12 course of school business, including those reasonable funds needed to exercise the
13 School's hearing rights, as applicable, and to the extent such funds are available.
14 The Sponsor is not required to use its own funding resources to operate the
15 school.

16 **9) Employees of the School:** The School's instructional and operational employees
17 may continue working in the School during the time that the Sponsor operates the
18 School but will not be considered Sponsor employees. The Sponsor reserves the
19 right to take any appropriate personnel action regarding the School's employees.

20 **F) Post-Termination**

21 **1) School Responsibilities:** The School shall be dissolved under the provisions of
22 law under which the School was organized. Student records and copies of all
23 administrative, operational, and financial records of the School shall be provided
24 to the Sponsor on the date the termination/non-renewal takes effect.

25 **2) School Furniture, Fixtures, Equipment, and Funds:** In the event the School
26 ceases operation or is dissolved, or this Charter is not renewed or is otherwise
27 terminated, any public unencumbered funds of the School shall revert to the
28 Sponsor, except for capital outlay funds. Capital outlay funds shall revert to the
29 FDOE. Any property, improvements, furnishings, and equipment purchased by, or
30 on behalf of, the School with public funds shall be delivered to the Sponsor and
31 automatically revert to full ownership by the Sponsor, regardless whether they

1 were purchased by the School or by a management company for the School. The
2 School shall not enter into any contract that would interfere with the right of the
3 Sponsor to assert title on its own behalf or on behalf of the State of Florida in the
4 event of termination of the Charter for any reason. The financial and auditing
5 personnel and staff of the Sponsor and the School shall cooperate in and
6 coordinate the proper identification and sources of funding for the property and
7 improvement, furnishings and equipment purchased for the School, and the
8 appropriate record keeping of same, during the term hereof or any extensions of
9 the Charter. The School shall keep a detailed inventory of all assets purchased
10 wholly with, or in part with, public funds in accordance with this Charter. If the
11 School's accounting records fail to clearly establish whether a particular asset was
12 purchased with public funds or non-public funds, ownership of the asset will
13 automatically revert to the Sponsor. Property and assets purchased with public
14 funds shall be defined as those goods purchased with grants and funds provided
15 by a governmental entity. Funds provided by the School and used by a
16 management company to purchase property and assets for the School are
17 considered public funds.

18 **3) School Debt:** The School shall be responsible for all the debts of the School. The
19 Sponsor may not assume the debt from any contracted services made between the
20 governing body of the School, the Management Company, and/or third parties.

21 **4) Unencumbered Funds During Pendency of Appeal:** Upon the Sponsor's
22 request, unencumbered public funds from the School, any improvements,
23 furnishings, and equipment purchased with public funds, or financial or other
24 records pertaining to the School, in the possession of any person, entity, or
25 holding company other than the School, shall be held in trust until any appeal
26 status is resolved.

27 **G) School Election to Terminate or Non-renew :** If the School elects to terminate or non-
28 renew the Charter, it shall provide notice of the election to the Sponsor indicating the
29 final date of operation. All post-termination provisions apply.

30
31 **SECTION 2: ACADEMIC ACCOUNTABILITY**

1 **A) Student Performance: Assessment and Evaluation**

2
3 **1) Initial Year**

4 **a) Expected Outcomes:** The educational goals and objectives for improving
5 student achievement, including how much academic improvement students
6 are expected to show each year, how student progress and performance will
7 be evaluated and the specific results to be attained, as described in the
8 Application.

9 **b) Methods of Measurement:** The methods used to identify the educational
10 strengths and needs of students and the educational goals and performance
11 standards are those specified in the Application.

12 **c) Assessments**

13 **i) State-Required:** All students in the School will participate in all
14 state assessment programs in which the District students in
15 comparable grades/schools participate. The School shall be
16 responsible for administering required statewide tests. The School
17 shall facilitate required alternate assessments and comply with
18 state reporting procedures. Furthermore, the School agrees to
19 administer all statewide assessments according to the schedule
20 approved for the other public schools in the District.

21 **ii) Additional:** Students shall participate in all other assessments as
22 described in the Application. The School may use other assessment
23 tools in its discretion that are educationally relevant and sound,
24 and consistent with this Charter and the School's curriculum.

25 **iii) Support:** All School personnel involved with any aspect of the
26 testing process must have knowledge of and abide by state and
27 Sponsor policies, procedures, and standards regarding test
28 administration, test security, test audits, and reporting of test
29 results. The Sponsor shall bear the costs of state assessments, to
30 the extent provided in Section 1002.33, F.S. Additionally, the
31 Sponsor will provide consultation by its applicable district staff

1 and those services/support activities which are routinely provided
2 to the Sponsor's staff regarding implementation of state-required
3 assessment activities (e.g., staff training, dissemination and
4 collection of materials, scoring, analysis, and summary reporting).

5 **iv) School Responsibilities:** The School shall be responsible for
6 giving the tests to its students and adhering to procedures
7 published for each test. The School shall be responsible for
8 providing adequate technological infrastructure to support all
9 required online tests. The School shall be responsible for all costs
10 associated with assessments not mandated by the state or covered
11 by federal funding, such as Title I and IDEA. If an IEP for a
12 student with disabilities or an EP for a student who participates in
13 programs for the gifted, indicates accommodations or an alternate
14 assessment for participation in a State assessment, the School will
15 facilitate the accommodations or alternate assessment and comply
16 with State reporting procedures.

17 **2) Annual**

18 **a) School Improvement Plan**

19 **i) Minimum Components of SIP**

- 20 1) The School's Governing Board shall approve a School
21 Improvement Plan ("SIP"), as applicable, in each year of this
22 Charter, as required by Section 1002.33, F.S. During each
23 year of the Charter, the School agrees to include in the School
24 Improvement Plan all requirements outlined in the plan based
25 on the School's status under school grades, NCLB,
26 Differentiated Accountability, Title I status or other state or
27 federal requirements.
- 28 2) The School Improvement Plan shall also contain the baseline
29 standard of achievement, the outcomes to be achieved, and the
30 methods of measurement that have been mutually agreed upon
31 in the School Accountability Plan submitted to the Sponsor.

1 The School Improvement Plan must require the clear
2 identification of source documents for data, and where
3 applicable, reliance upon the state generated disaggregated
4 data. The SIP must require annual adequate progress toward
5 accountability plan goals.

6 **ii) Deadline for Governing Board Approval:** The governing board
7 of the School shall review and approve the SIP prior to its
8 submission. Minutes documenting SIP approval must be taken and
9 posted.

10 **iii) Monitoring:** The School's governing board shall develop and
11 monitor the implementation of the School Improvement Plan.
12 Schools which fall under the State of Florida Differentiated
13 Accountability Plan will comply with all requirements as they
14 relate to the School Improvement Plan.

15 **b) Corrective Action:** If the School requires a SIP pursuant to Section
16 1002.33, F.S., and fails to improve its student performance from the year
17 immediately prior to the implementation of the SIP, the Sponsor shall
18 place the School on probation and shall require the School to take
19 corrective action pursuant to Section 1002.33, F.S.

20 **c) Assessments:** Students shall participate in assessment programs as
21 described in the Application.

22 **i) State-Required:** All students in the School will participate in all
23 state assessment programs in which the District students in
24 comparable grades/schools participate. The School shall be
25 responsible for administering required statewide tests. The School
26 shall facilitate required alternate assessments and comply with
27 state reporting procedures. Furthermore, the School agrees to
28 administer all statewide assessments according to the schedule
29 approved for the other public schools in the District.

30 **ii) Additional:** Students shall participate in all other assessments as
31 described in the Application. The School may use other assessment

1 tools in its discretion that are educationally relevant and sound,
2 and consistent with this Charter and the School’s curriculum.

3 **iii) Support:** All School personnel involved with any aspect of the
4 testing process must have knowledge of and abide by state and
5 Sponsor policies, procedures, and standards regarding test
6 administration, test security, test audits, and reporting of test
7 results. The Sponsor shall bear the costs of state assessments, to
8 the extent provided in Section 1002.33, F.S. Additionally, the
9 Sponsor will provide consultation by its applicable district staff
10 and those services/support activities which are routinely provided
11 to the Sponsor’s staff regarding implementation of state-required
12 assessment activities (e.g., staff training, dissemination and
13 collection of materials, scoring, analysis, and summary reporting).

14 **iv) School Responsibilities:** The School shall be responsible for
15 giving the tests to its students and adhering to procedures published
16 for each test. The School shall be responsible for providing
17 adequate technological infrastructure to support all required online
18 tests. The School shall be responsible for all costs associated with
19 assessments not mandated by the state or covered by federal
20 funding, such as Title I and IDEA. If an IEP for a student with
21 disabilities or an EP for a student who participates in programs for
22 the gifted, indicates accommodations or an alternate assessment for
23 participation in a State assessment, the School will facilitate the
24 accommodations or alternate assessment and comply with State
25 reporting procedures.

26 **3) Termination Based on School Grade:** The School shall participate in the State
27 education accountability system. The Contract shall be terminated if the School
28 receives a state-designated grade of “F” in any two of four years. The Contract
29 may be non-renewed or terminated if the School fails to make adequate academic
30 progress in accordance with state and federal laws. This provision does not
31 preclude the Sponsor from terminating the Contract for failure to meet academic

standards within the first or any subsequent school year. In addition to evaluating the School's success in achieving the objectives stated in the School Improvement Plan, the School shall meet the state's student performance requirements as delineated in State Board of Education Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability*, based on Sections 1001.02, 1008.33, and 1008.345, F.S. This accountability criterion shall be based upon the assessment systems of the School, the Sponsor, and the State. The School shall use records and grade procedures that adequately provide the information required by the Sponsor and comply with the State's reporting guidelines. If applicable, the School shall provide each student with a current state adopted textbook or other current instructional materials in each core course, including but not limited to, mathematics, language arts, science, social studies, reading, and literature, pursuant to Section 1006.40(2)(a), F.S. These materials must be provided within the first 2 years of the effective date of the State's textbook adoption cycle.

- 4) **Textbook Inventory:** The School will maintain, and have available for review, a textbook or digital textbook inventory for core courses which shall include title, date of adoption cycle, and number of texts available and in use.

B) Student Promotion

1) Student Progression Plan

The School shall comply with the method for determining that a student has satisfied the requirements for student progression pursuant to 1008.25 Florida Statutes. The School shall either adopt the Sponsor's Student Progression Plan ("SPP") or adopt a SPP that is at least as stringent as the Sponsor's and meets all requirements of law. The School will use the Sponsor's SPP.

2) Graduation Requirements

If applicable, the School shall establish a method for determining that a student has satisfied the requirements for graduation in Sections 1003.428, 1003.429, or 1003.43 and 1008.25, F.S. and shall inform the Sponsor of this method at least one month prior to the beginning of the first school year of operation. The School shall not graduate nor issue a high school diploma to any student who has not met

1 the graduation requirements set forth in Florida statute.

2 **3) Accreditation**

3 Secondary schools shall notify parents and students of the School's accreditation
4 status and the implication of non-accreditation in the application, the
5 parent/student handbook, and the student contract.

6 **4) Other Assessment Tools**

7 As stated in approved Application.

8 **C) Data Access and Use**

9 **1) Access to Facilities, Records, and Data:** The School shall allow the Sponsor
10 reasonable access to its facilities and records to review data sources, including
11 collection and recording procedures, in order to assist the Sponsor in making a
12 valid determination about the degree to which student performance requirements
13 have been met as stated in the Contract, and required by Sections 1008.31 and
14 1008.345, F.S.

15 **2) Achievement Measurement:** The School agrees to implement the current
16 baseline standard of achievement, the outcomes to be achieved, and the methods
17 of measurement that have been identified in the Application, or as otherwise
18 provided by state law. The School agrees to document to the Sponsor the current
19 baseline standard of student achievement of its students, the outcome to be
20 achieved, and the method of measurement, which will be mutually agreed upon
21 and identified in the School's Curriculum . This shall include a detailed
22 description of how the baseline student achievement levels and prior rates of
23 academic progress will be established, how these baseline rates will be compared
24 to rates of academic progress achieved by these same students while attending the
25 School and, to the extent possible, how these rates of progress will be evaluated
26 and compared with rates of progress of other closely comparable student
27 populations. The Sponsor shall provide academic student performance data to the
28 School for each of their students coming from the district school system, as well
29 as rates of academic progress of comparable student populations in the district
30 school system.

31 **3) Sponsor Progress Monitoring:** Section 1002.33(5)(b), F.S., requires the Sponsor

1 to monitor and review the progress of the School towards the goals established for
2 the School. The methods used to identify the educational strengths and needs of
3 students and the educational goals and performance standards and Student
4 Achievement Objectives shall be documented and set forth to the reasonable
5 satisfaction of the Sponsor. The methods must include a process for ensuring
6 accountability to the School's constituents by analyzing student performance data
7 and by evaluating the effectiveness and efficiency of the School's educational
8 program. These accountability criteria shall be based upon the School's
9 assessment system and appropriate required statewide assessment programs, as
10 specified in the School Curriculum and other reports to the Sponsor. The parties
11 agree that the Sponsor, with reasonable notice, may schedule and perform
12 monitoring site visits at any time and up to four (4) times a year. This does not
13 preclude additional unscheduled site visits as deemed necessary by the Sponsor.
14 These site visits will monitor school operations and student performances.

15 **4) Annual Progress Reports:** The School shall timely submit an annual progress
16 report that includes, among other elements, comparative student performance data
17 and information required by 1008.345 F.S. The School shall make annual
18 progress reports to the Sponsor which, upon verification, shall be forwarded to the
19 Commissioner of Education, at the same time as other annual school
20 accountability reports are submitted. The School's annual progress report shall be
21 submitted using the Florida Department of Education uniform online annual
22 accountability report in accordance with the timeline published by the Florida
23 Department of Education each year for the immediately preceding school year.
24 The report shall contain at least the following items:

- 25 **a)** The School's progress toward achieving the goals outlined in its
26 application;
- 27 **b)** Student achievement performance data, including the information required
28 in the annual public school accountability report and the education
29 accountability system, pursuant to Sections 1008.31 and 1008.345, F.S.
30 The School shall identify reasons for any difference between projected
31 and actual student performance;

- c) Financial status of the School which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt;
- d) Documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; and
- e) Descriptive information about the School's personnel, including salary and benefit levels of 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.

5) **Automated Data System** : The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Florida Department of Education. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access. By the 12th day of each school term, the School will enter all information required for enrollment of its students into the Sponsor's student information system. The Sponsor will analyze the School's facility and develop a hardware /software solution which provides the School with limited access to the Sponsor's data processing facility. The School will provide hardware and related infrastructures. The Sponsor will also provide training for the School's personnel in the use of designated district applications necessary to respond to the requirements of 1008.345, Florida Statute, including the annual report and the state/district required assessment program. The Sponsor's support for this function will be provided and not exceed the administrative fee provided in the law. Access by the School to additional data processing applications not required by law but available through the Sponsor may be negotiated separately by the parties. The School may amend such data prior to the first FTE count. 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 for any errors or omissions for which the School is responsible. The data elements shall include

1 but not be limited to, the following:

- 2 a) ESE data;
- 3 b) Grade level assignment;
- 4 c) Required health information;
- 5 d) Required discipline codes/incident data;
- 6 e) Daily attendance;
- 7 f) Transportation;
- 8 g) Student schedules;
- 9 h) Teacher demographics;
- 10 i) Master schedule;
- 11 j) ESOL/migrant codes;
- 12 k) Grades/grading period/grading scale;
- 13 l) ERW (entry, re-entry, withdrawal) information;
- 14 m) Test scores;
- 15 n) Demographic information;
- 16 o) Academic history and transcripts;
- 17 p) 504 data; and
- 18 q) Student lunch information as required.

19 **6) Acceptable Use Policy:** All Charter School employees and students are bound by
20 all of the Sponsor’s computer policies and standards regarding data privacy and
21 system security. The School shall not access any of the Sponsor’s student information
22 unless and until the student enrolls in the School. Violation of this provision
23 constitutes good cause for termination.

24 *(The remainder of this page is left intentionally blank)*

25 **SECTION 3: STUDENTS**

26 **A) Eligible Students:** The School shall be open to any student residing in St. Lucie County,
27 to students in other districts with which inter-district agreements exist, and to students
28 meeting the criteria set forth in Section 1002.33(10)(a), F.S. Notwithstanding the
29 foregoing, no student will be eligible for enrollment unless the student is in “good
30 standing” with his or her regular school district. A student is not in good standing if the
31 student is subject to expulsion or has been administratively placed in an alternative

1 education program for disciplinary reasons.

2 **B) Grades Served:** K-8

3 **C) Class Size:** The School shall comply with maximum class size requirements as
4 established in Art. IX, Section 1 of the Florida Constitution and Section 1003.03 F.S., as
5 that statute may be applicable to charter schools pursuant to Section 1002.33(16)(b)3.,
6 F.S. The School shall comply with all class size reduction-reporting requirements
7 imposed by the FDOE on the Sponsor. The School shall be responsible, and promptly
8 reimburse the Sponsor, for any penalties incurred by the Sponsor as a result of the
9 School's non-compliance with maximum class size requirements.

10 **D) Annual Projected Enrollment:**

11 **1) Student Enrollment:** Student enrollment shall be as provided in the Application
12 and shall not exceed the following student enrollment breakdown by year:

13 a) Year 1: – Grades K to 8 - up to 750 students

14 b) Year 2: – Grades K to 8 - up to 750 students

15 c) Year 3: – Grades K to 8 - up to 750 students

16 d) Year 4: – Grades K to 8 - up to 750 students

17 e) Year 5: – Grades K to 8 - up to 750 students

18 **2) Minimum Enrollment Requirements:** The School shall notify the Sponsor of its
19 minimum enrollment at least thirty (30) days prior to the start of school. The parties
20 agree that this is the minimum enrollment that will support the School's operations.
21 Failure to achieve the minimum enrollment by the October FTE reporting period
22 constitutes good cause for termination or nonrenewal unless the School provides the
23 Sponsor a revised and balanced budget within sixty (60) days following the October
24 FTE reporting period.

25 **3) Deferred Opening and Student Enrollment:** This paragraph is left intentionally
26 blank.

27 **4) Required Instructional Minutes:** Instructional minutes shall be a minimum of 300
28 minutes or in accordance with Florida Education Finance Program.

29 **5) Maximum Enrollment Capacity:** The School's enrollment capacity shall be the
30 maximum number of students the School may serve and shall not exceed a) the
31 maximum enrollment set forth herein; b) the occupancy limits set forth in the

1 School's certificate of occupancy, certificate of use, and fire permit; and, c)
2 maximum class size reduction numbers ("Maximum Enrollment Capacity"). The
3 School shall ensure that seats are available to accommodate all enrolled students to
4 progress to the next grade level provided by the School without exceeding the
5 Maximum Enrollment Capacity. Monthly payments shall be withheld, without
6 penalty of interest, for students in excess of the Maximum Enrollment Capacity.

7 **E) Admissions and Enrollment Plan**

8 The School shall implement the enrollment policies and procedures and lottery process,
9 as described in the Application. The School agrees to enroll an eligible student by
10 accepting a timely application, unless the number of applications exceeds the School's
11 Maximum Enrollment Capacity or the capacity of a program, class, or grade level, as set
12 forth in the Application. All qualified applicants shall have an equal chance of being
13 admitted through a random selection process. Preference may be given to siblings of
14 students enrolled in the School, a child of a member of the governing board of the
15 School, a child of an employee of the School, and a child of an active-duty member of
16 any branch of the United States Armed Forces and any other enrollment preferences
17 allowed by law. The School agrees that it shall develop and implement strategies to
18 achieve a diverse racial/ethnic balance reflective of the "community" it serves. The
19 School shall comply with any provisions of the Sponsor's student assignment plan
20 concerning racial/ethnic, socioeconomic, or academic achievement diversity. The School
21 shall guarantee that its admissions policies are nonsectarian. Failure to comply with these
22 provisions constitutes good cause to terminate this Contract.

23 **1) Provision of School Information:** The School shall provide all information about
24 the School to parents/guardians in English, Spanish and Haitian Creole, as
25 appropriate based on parent need.

26 **2) Enrollment Consent:** To enroll a student, the School must obtain proof of consent
27 from the student's parent or guardian, or from the student if the student is eighteen
28 (18) years of age or older.

29 **3) Health, Safety, and Welfare:** Enrollment is subject to compliance with the
30 provisions of Section 1003.22, F.S., concerning school entry health examinations
31 and immunizations. The School agrees to comply with the Federal Gun Free School

1 Act of 1994, the state's Zero Tolerance for School Related Violent Crime
2 regulations, Florida Administrative Code Rule 6A-1.0404; and any other applicable
3 state and/or federal law pertaining to the health, safety and welfare of students.

4 **4) Record of Application and Enrollment:** The School must maintain a record of all
5 the students who apply to the School, whether or not they are eventually enrolled.
6 The information shall be made available to the Sponsor upon request.

7 **5) Enrollment Lottery and Wait List Documentation:** The School shall maintain
8 documentation of each enrollment lottery conducted, as well as any student wait lists
9 that are generated and make them available to the Sponsor upon request. Lottery
10 documentation shall clearly allow the Sponsor to verify that the random selection
11 process utilized by the School was fair to all applicants.

12 **6) Student Information:** The School may not request prior to enrollment, through
13 the application or otherwise, information regarding the student's academic
14 history, record of standardized testing performance, juvenile or disciplinary
15 history or status, a student's Individual Education Plan ("IEP") or other
16 information regarding a student's special needs.

17 **F) Maintenance of Student Records**

18 **1) Student Records:** The School shall maintain both active and archival records for
19 current/former students in accordance with Sections 1003.25 and 1002.22, F.S.,
20 and State Board of Education Rule 6A-1.0955. The School shall ensure that all
21 student records are kept confidential as required by applicable federal and state
22 law. The School shall provide copies of enrolled students as requested. Based on
23 the assumption that at some point in their academic careers some of the students
24 involved at the School will return to the regular public school system, the School
25 shall utilize a records and grading procedure that is consistent with the Sponsor's
26 current records and grading system. The Sponsor has the right, with reasonable
27 notice, to review any documentation maintained by the School.

28 **2) Transfer of Student Cumulative Records:** All permanent (Category A) records
29 of students leaving the School, whether by graduation, transfer to the public
30 school system, or withdrawing to attend another school, shall be promptly
31 transferred and delivered by the School to the Sponsor's Student Records Center,

1 4204 Okeechobee Road, Fort Pierce, Florida 34947. A copy may be maintained
2 by the School. Records of student progress (Category B) shall be immediately
3 transferred and delivered by the School to the appropriate school if a student
4 withdraws to return to the Sponsor's school system or to another school system.
5 The School may retain copies of the departing student's academic records created
6 during the student's attendance at the School.

- 7 **3) Annual Report:** The School will submit an annual report prior to July 1 of each
8 year to the Sponsor, listing all students enrolled during the school year, and the
9 disposition of each student's permanent records (i.e., stored on site, transmitted to
10 the Sponsor, or other disposition if appropriate).

11 **G) Exceptional Student Education**

- 12 **1) Non-Discrimination:** The School agrees that it will not discriminate against
13 students with disabilities who are served in the Exceptional Student Education
14 ("ESE") programs and students who are served in English for Speakers of Other
15 Languages ("ESOL") programs; and it shall not violate the antidiscrimination
16 provisions of Section 1000.05, F.S. ("The Florida Education Equity Act"). The
17 School agrees it shall not discriminate in employment or any educational program
18 or activity based on race, color, religion, sex, sexual orientation, national or ethnic
19 origin, marital status, disability if otherwise qualified or any other unlawful
20 factor. The School shall adopt and implement a non-discriminatory policy
21 regarding the eligibility determination, IEP development, and placement
22 processes. The School shall adopt and implement a non-discriminatory policy
23 regarding placement, assessment, identification, selection, and admission of
24 disabled students. The School will not request a copy of a student's Individual
25 Education Plan (IEP) nor any other student information from the parent or any
26 other source prior to the student's completion of the application process. Nor
27 shall the School access such student information on the Sponsor's Student
28 Information System prior to admission of the student. The School's enrollment
29 application will not include questions concerning a student's IEP or need for
30 special services. Upon enrollment of a student with a disability, the School will
31 convene a meeting with individuals knowledgeable about the student to evaluate

1 the student's individual needs and determine whether the student can be provided
2 a free, appropriate public education by the School. The School will contact and
3 consult the Sponsor's staff when it believes it may not be able to meet the needs
4 of a disabled student. Such students will be referred for enrollment at a St. Lucie
5 County District School only when School and Sponsor Staff agree the student's
6 educational needs cannot be met at the school. A seat will be held at the school
7 for the applying student until a determination can be made.

8 **2) Sponsor Responsibilities**

9 **a)** The Sponsor shall conduct initial evaluations of students referred for
10 potential ESE placement in accordance with federal and state mandates.
11 The School agrees that the Sponsor shall perform all evaluations of
12 students initially referred for ESE placement. The School shall not be
13 billed for these services. The School may obtain private evaluations of
14 students at their expense. These evaluations may be considered in
15 determining eligibility but will not necessarily substitute for an evaluation
16 conducted by the Sponsor's personnel in a manner and timeframe
17 consistent with that of all of the other Sponsor's schools.

18 **b)** The Sponsor will serve as the Local Education Agency ("LEA")
19 Representative at all eligibility staffings, until such time as the School-
20 designated LEA Representative is determined to have met the District's
21 requirements for a LEA Representative. The Sponsor will provide a Staff
22 Person to serve as the LEA Representative when the IEP meeting is
23 considering an initial placement, a change in placement, a dismissal from
24 special education, a change in assignments, or a discontinuation of
25 services until such time as the School-designated LEA Representative is
26 determined to have met the District's requirements for a LEA
27 Representative. The School-designated LEA Representative will receive a
28 written notification when he/she has been determined to have met the
29 District's requirements for a LEA Representative. The Sponsor may
30 participate in IEP meetings at the School and may serve as the LEA
31 Representative when attending. If an IEP may result in the removal of a

1 student with a disability from the School, the Sponsor must be provided
2 notice to participate in the meeting at a mutually agreed time.

3 **3) School Responsibilities**

4 **a)** Students with disabilities who are enrolled in the School shall be provided
5 by the School with programs implemented in accordance with federal and
6 state laws and local policies and procedures, specifically, the Individuals
7 with Disabilities Education Act (“IDEA”), Section 504 of the
8 Rehabilitation Act of 1973; Sections 1000.05 and 1001.42(4)(1), F.S.;
9 Chapter 6A-6 of the Florida Administrative Code; the Sponsor’s
10 Rehabilitation Act of 1973 Section 504 Manual, the Sponsor’s Policies
11 and Procedures for the Provision of Specially Designed Instruction and
12 Related Services for Exceptional Students documents, Sponsor’s policies
13 relating to, “Least Restrictive Environment,” “Nondiscrimination on Basis
14 of Disability,” and sections of the Sponsor’s Student Progression Plan and
15 Code of Student Conduct dealing with students with disabilities. Failure to
16 comply with the laws and regulations regarding rights of disabled students
17 will be considered a breach of this Charter and good cause to terminate.

18 **b)** The School will be responsible for the delivery of all educational and
19 related services indicated on the student’s individualized education
20 program (IEP). Related services e.g., speech/language therapy,
21 occupational therapy, physical therapy, counseling, assessment
22 instruments, assistive technology devices, and therapeutic equipment must
23 be provided by the School staff or paid for through a separate contract.
24 The School will access training opportunities provided by the Sponsor at
25 the Sponsor’s expense to ensure compliance with the IDEA.

26 **c)** The School shall provide a free appropriate public education (“FAPE”) to
27 each exceptional student enrolled in the School.

28 **d)** The School will utilize all of the Sponsor’s forms and procedures related
29 to monitoring and documenting response to instruction and intervention
30 activities, evaluation (when appropriate) and re-evaluation for ESE
31 eligibility, IEP development, and placement. The School will schedule and

1 conduct an IEP meeting with the students' families at mutually agreeable
2 times for each eligible exceptional student enrolled in the School. The
3 School will make available the amount of regular education and special
4 education and related services listed on each student's IEP. Also, the
5 School will make available appropriate least restrictive environments as
6 may be stated on the student's IEP.

7 e) The School shall conduct the evaluations of the School's students referred
8 for physical therapy (PT) and occupational therapy (OT) and speech and
9 language (SL) services. After the student is determined eligible for these
10 services and the initial IEP or 504 Plan is written, the School shall be
11 responsible for providing required PT, OT, and SL services to the student.
12 The School shall ensure that PT, OT and SL therapists who perform the
13 evaluations attend an IEP meeting to review the evaluations when
14 eligibility for services is determined. The evaluation must include a
15 review of the student's IEP, identification and development of PT, OT and
16 SL goals and/or a treatment plan for the student. The School shall ensure
17 that all therapists review and implement the student's initial IEP. The
18 School shall ensure that all therapists providing services to the student
19 participate in the student's annual and interim IEP meetings either in
20 writing, by telephone, or in person. The student's IEP goals and
21 benchmarks related to these areas are to be updated by the student's
22 treating therapists. The School shall require all therapists providing
23 services to the student to attend training on delivery of school-based
24 services. The Sponsor shall provide that training. The Sponsor may
25 conduct periodic reviews of the paperwork prepared by the OT, PT and SL
26 therapists providing services to such students.

27 f) The School will designate an LEA Representative. The School's LEA
28 Representative will participate in District LEA training and ESE
29 Department Chair meetings. The School will serve as the LEA
30 Representative at all IEP meetings for all students.

31 g) The School will make a continuum of alternative placements available to

1 students with disabilities. Students with disabilities enrolled in the School
2 will be educated in the least restrictive environment appropriate to their
3 needs, and will be segregated only if the nature and severity of the
4 disability is such that education in regular classes with the use of
5 supplementary aides and services cannot be achieved satisfactorily.
6 School staff will work closely with the Sponsor's staff to discuss the
7 needed services (including all related services and programs) of the
8 School's students with disabilities. In order to ensure the delivery of
9 FAPE, the School shall offer a continuum of placements, including, at a
10 minimum, consultation, support facilitation, and resource classes. Those
11 students whose needs cannot be adequately addressed at the School as
12 determined by an IEP committee will be referred for appropriate
13 placement based on the IEP designated services; and the School staff will
14 work together with the Sponsor's personnel to ensure that the needs of
15 these students are met.

16 **h)** Parents of exceptional students shall be afforded notice of procedural
17 safeguards in their native language, as provided by the FDOE. Procedural
18 safeguards shall be posted on the School's website and upon request shall
19 be provided to parents electronically.

20 **4) Services Covered by the Administrative Fee:** The Sponsor shall provide
21 exceptional student education administration services to the School, as required
22 by Section 1002.33 F.S.

23 **5) Due Process Hearing**

24 The School shall be liable for all damages, costs and attorney's fees incurred by
25 the Sponsor in any actions related to a violation by the School of federal and state
26 laws related to the education of students with disabilities. In the event there is a
27 Due Process hearing, mediation, or court action, in accordance with Section 615
28 of the Individuals with Disabilities Education Improvement Act or Section 504 of
29 the Rehabilitation Act of 1973 involving the provision of education and related
30 services to a student with disabilities at the School, the School shall bear all the
31 costs of the hearing, mediation, or court action including attorneys fees and court

1 costs. The School will assist the Sponsor in any legal or quasi-legal activity
2 regarding the educational program or placement afforded an ESE student
3 attending or admitted to the School, such as a due process hearing request or
4 formal complaint. All expenses, costs and attorney's fees incurred by the Sponsor
5 in the defense of a due process hearing request, mediation, formal complaint, or
6 court action involving the provision of education and related services to a student
7 with disabilities at the School shall be reimbursed by the School within thirty (30)
8 days of the submission of a written invoice to School by the Sponsor. The School
9 shall be responsible for all expenses, costs, attorney's fees and compensatory
10 services awarded in a due process hearing, civil suit or appellate proceeding
11 pertaining to the education of an exceptional student enrolled at the School.

12 **H) Federal and State Reports**

13 Unless otherwise exempted by Chapter 1002, F. S., the School will complete federal and
14 state reports in accordance with the timelines and specifications of the Sponsor and the
15 FDOE. Failure to comply with this provision shall be considered good cause for
16 termination or non-renewal of this charter.

17 **I) Extracurricular Activities**

18 Students at the School will be eligible for participation in extracurricular activities and
19 athletic opportunities at the School in the same manner as other schools in the District to
20 the extent such programs or sports are offered. Nothing herein prohibits the School from
21 imposing stricter requirement for participation in extracurricular activities. Students at
22 the School will be eligible to participate in interscholastic extracurricular activity at the
23 public school to which the student would be assigned according to Sponsor policy, unless
24 such activity is provided at the School, so long as the School student meets the
25 requirements of 1006.15, F.S. All such students will be assigned to a school through
26 Sponsor's Student Assignment Office. The Sponsor agrees to support the School in its
27 efforts to recognize student accomplishments. Such support shall include, but not be
28 limited to, district competitions, district recognition programs and district scholarship
29 programs. If there are any costs not paid for or reimbursed by the State, then the School
30 shall pay its pro rata share of the costs of such recognition programs.

31 **J) Dismissal Policies and Procedures**

1 The School shall implement the School's Code of Conduct, the School's policies for
2 discipline, suspension, dismissal and recommendation for expulsion as described in the
3 Application.

4 **1) Involuntary Student Withdrawal and Student Expulsion:** The School may not
5 dismiss, withdrawal, or transfer an otherwise qualified student from attendance
6 except for causes for expulsion as contained in the Sponsor's Code of Student
7 Conduct and in accordance with the School's dismissal process. If the School is
8 considering removal of a student from attendance, the School will inform the
9 Sponsor of its intention in writing and share information concerning the basis for
10 considering removal. If the student's actions lead to recommendation for
11 assignment to an alternative school or expulsion from St. Lucie County Public
12 Schools, the School will cooperate in providing information and testimony needed
13 in any legal proceeding. The School's Board of Directors shall recommend
14 expulsions to the Sponsor, and the Sponsor has the ultimate authority in cases of
15 student expulsion. Only the Sponsor may expel a student.

16 **2) Voluntary Student Withdrawal:** A student may voluntarily withdraw from the
17 School at any time and enroll in another public school.

18 **K) Discipline**

19 **1) Learning Environment:** The School agrees to maintain a safe learning
20 environment at all times. The School shall either adopt and follow the Sponsor's
21 Code of Student Conduct ("Code"), or may submit to the Sponsor an alternate
22 Code. The School may not adopt any rules less restrictive than the Sponsor's
23 Code. To the extent that the School adopts any student conduct rules more
24 stringent than the Sponsor's Code, the School will provide copies of such
25 regulations to the Sponsor prior to adoption, which may not conflict with the
26 provisions herein. The School will adopt the Sponsor's Code. Students with
27 disabilities will be disciplined only in accordance with requirements of the
28 Individuals with Disabilities Education Act and Rehabilitation Act.

29 **2) Corporal Punishment:** The School shall not use corporal punishment.

30 **3) Legal Costs:** The School shall defend and pay all costs of any legal action related
31 to dismissal of students for disciplinary reasons.

1 **L) 504 Students**

2 The School will provide reasonable accommodations to students with a physical or
3 mental impairment which substantially limits a major life activity, if and to the extent
4 required to enable such student to have an opportunity to be successful in their
5 educational program equal to that of their non-disabled peers. The School shall prepare a
6 504 Accommodation Plan for all such students, who do not have an IEP, in accordance
7 with Section 504 of the Rehabilitation Act and its implementing regulations. The School
8 will cooperate with the Sponsor in any legal or quasi-legal activity in connection with a
9 student attending or admitted to the School, such as a due process hearing request, formal
10 complaint, or mediation, in connection with a student identified with a 504
11 accommodation, as provided in 1.G.5. above. The School shall afford parents of students
12 identified with a 504 accommodation notice of their parental rights, as provided by the
13 FDOE.

14 **M) English Language Learners**

15 Students enrolled at the School who are of limited proficiency in English will be
16 provided with primary instruction in English by personnel who either (a) hold a
17 currently-valid State of Florida educator's certificate showing the ESOL subject area or
18 the ESOL endorsement; or (b) hold a currently-valid State of Florida educator's
19 certificate in another area of certification, has been approved by the School's Board of
20 Directors to teach in this capacity, and who completed the required in-service training in
21 ESOL (a minimum of 60 hours each school year assigned to teach an LEP student until
22 the ESOL endorsement is added) as provided by the District in compliance with the
23 LULAC, et al. v. State Board of Education Consent Decree. The School will meet the
24 requirements of the Consent Decree entered in LULAC, et al. v. State Board of
25 Education. The School will comply with the Sponsor's plan for identifying English
26 Language Learners students and for the provision of ESOL students.

27 **SECTION 4: FINANCIAL ACCOUNTABILITY**

28 **A) Revenue**

29 **1) Basis for funding**

30 The Sponsor agrees to fund the School for the students enrolled as if they are in a
31 basic program or a special program in a school in the Sponsor's district. The basis

1 for the funding shall be the sum of the Sponsor's operating funds from the Florida
2 Education Finance Program (FEFP) as provided in Section 1011.62, Florida
3 Statutes, and the General Appropriations Act, including gross state and local
4 funds, discretionary lottery funds, and funds from the Sponsor's district current
5 operating discretionary millage funds, divided by the total funded weighted full-
6 time equivalent students (W FTE) in the Sponsor's district, multiplied by the
7 WFTE of the School, less the five percent administrative fee. If the School's
8 students or programs meet the eligibility criteria in law, the School shall be
9 entitled to its proportionate share of the categorical program funds included in the
10 total funds available in the FEFP by the Legislature, including transportation, less
11 the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes.
12 The School shall provide the Sponsor with documentation that categorical funds
13 received by the School were expended for purposes for which the categoricals
14 were established by the Florida Legislature. The School shall reimburse the
15 Sponsor for any impermissible expenditure, as established by State criteria, within
16 Thirty (30) days of notice of such expenditures.

17 **a) Student reporting**

18 **i)** The School shall report its student enrollment to the Sponsor as
19 required by Section 1011.62, Florida Statutes, and the definitions
20 set forth in Section 1011.61 Florida Statutes, in a manner
21 consistent with District and State reporting requirements. The
22 School shall use the Sponsor's electronic data processing system
23 and procedures for the processing of student enrollment,
24 attendance, FTE collection, assessment information, IEP's, LEP
25 plans, 504 plans and any other required individual student plan.
26 The Sponsor shall provide the School with appropriate access to
27 the Sponsor's data processing system. The School shall provide
28 hardware and related infrastructure.

29 **ii)** The School agrees to use data provided through its participation
30 with the Sponsor in electronic data processing systems pertaining
31 to admissions, registration, and student records. The School will

1 accurately report its student enrollment to the Sponsor as
2 required in Section 1011.62, Florida Statutes, and in accordance
3 with the definitions in Section 1011.61, Florida Statutes, at the
4 agreed upon intervals and using the method used by the Sponsor
5 when recording and reporting cost data by program. The Sponsor
6 agrees to include the School's enrollment in the Sponsor's district
7 report of student enrollment. In order to receive full funding, the
8 School shall provide all required information within the same
9 schedule required for all other of Sponsor's schools. School
10 agrees to complete initial enrollment and provide a report of
11 enrolled students by May 27th of each year. In the months of July
12 and August, such reports shall be provided weekly by submission
13 each Monday of the month until such time as the school year
14 begins. The reports required by this paragraph shall include each
15 student's name, grade, student identification number and date of
16 birth. Both parties agree to explore the possibility of the School
17 uploading this information electronically to the Sponsor's student
18 database increase efficiency. The School shall use the Sponsor's
19 electronic data processing system and procedures for the
20 processing of this information. The Sponsor shall provide the
21 School with appropriate access to the Sponsor's data processing
22 system. The School shall provide hardware and related
23 infrastructure.

24 **iii)** School will, by July 1 of the year in which the School shall
25 commence operations, designate a staff member who will attend
26 all FTE and data training workshops offered by Sponsor in order
27 to facilitate the registration process.

28 **iv)** If the School submits data relevant to FTE funding that is later
29 determined through the audit procedure to be inaccurate, the
30 School shall reimburse the State for any errors, omissions or
31 misrepresentations for which the School is responsible. This shall

1 also be considered good cause to terminate the Contract.

2 **b) Distribution of Funds Schedule**

3 **i)** Upon receipt of student enrollment as supported by a list of the
4 names of students who have enrolled at the School, and calculation
5 of weighted FTE from the School on or after July 1 of each year,
6 the Sponsor shall ensure that the School receives timely and
7 efficient distribution of funds. Payment shall not be made for
8 students in excess of the School's Maximum Enrollment Capacity.
9 Distribution of funds to the School shall begin in July of the first
10 year the School commences operations. The Sponsor shall pay the
11 School one-twenty-fourth of the available funds less the five
12 percent administrative fee within ten (10) working days of receipt
13 by the Sponsor of a distribution of State or local funds. If payment
14 of an invoice is not made within ten (10) working days after
15 receipt by the Sponsor, the Sponsor shall pay to the School, in
16 addition to the amount of the invoice, interest at the rate of one
17 percent (1%) per month calculated on a daily basis on the unpaid
18 balance from the expiration for the ten (10) day period until such
19 time as the payment is made.

20 **ii)** The Sponsor shall withhold monthly payments, without penalty of
21 interest, if the School's Certificate of Occupancy, Certificate of
22 Use or Fire Permit has expired or has otherwise become invalid.

23 **iii)** If the School unilaterally modifies the Contract, the Sponsor may
24 withhold payments until the Contract is properly amended and
25 approved by the Sponsor.

26 **iv)** The Sponsor may initially calculate monthly distributions to the
27 School for up to four (4) months based on the School's actual
28 enrollment as of June 30, or until the results of the October Full-
29 Time Equivalent (FTE) become available. The projected full-time
30 equivalent student membership will be determined by the actual
31 student enrollment at the School at the conclusion of the second

1 week of student attendance. Thereafter, the results of the official
2 FTE student surveys will be used in adjusting the amount of FEFP
3 funds distributed to the School.

4 **c) Funding Calculation Revisions:** Total funding for the School shall be
5 recalculated during the year to reflect the revised calculations under
6 FEFP by the State and the actual WFTE students reported by the
7 School during the full time equivalent survey periods designated by
8 the Commissioner of Education. If the School submits data relevant to
9 FTE funding that is later determined through the audit procedure to be
10 inaccurate, the School shall be responsible for any reimbursement to
11 the State arising as a result of any errors or omissions for which the
12 School is responsible. Any deficit incurred by the School shall be the
13 sole fiscal responsibility of the School and the Sponsor shall have no
14 liability for the same.

15 **d) Holdback/Proration:** In the event of a state holdback or a proration
16 which changes District funding, the School's funding will be adjusted
17 proportionately. The Sponsor will not be responsible for any liabilities
18 incurred by the School in the event of a state holdback.

19 **e) Exceeding State Cap:** In the event that the Sponsor's district exceeds
20 the state cap for WFTE for any expenditure category of programs
21 established by the Legislature, resulting in unfunded WFTE for the
22 Sponsor's district, then the School's funding shall be reduced to reflect
23 its proportional share of any unfunded WFTE and the School's
24 funding will be reduced to reflect its proportionate share of any
25 unfunded WFTE.

26 **f) Funding Adjustment for Noncompliance:** If the Sponsor receives
27 notice of an FTE or other funding adjustment which is attributable to
28 noncompliance by the School, the Sponsor shall deduct such assessed
29 amount from the next available payment otherwise due to the School,
30 provided that the Sponsor provides notice of such noncompliance
31 finding to the School so that the School, at the School's expense, may

1 have an opportunity to challenge such finding. If the assessment is
2 charged near the end of or after the term of the Charter, where no
3 further payments are due to the School, the Sponsor shall provide
4 prompt notice to the School, which shall within thirty (30) days refund
5 the amount of the assessment.

6 **g) Summer School Provision:** The School may choose to provide a
7 summer school program using State Supplemental Academic
8 Instruction (SAI) funds. If a student enrolled in the School attends any
9 of the Sponsor's summer school programs, the School shall reimburse
10 the Sponsor for the cost, as determined by the Sponsor, of each
11 student's summer school program. If the School fails to comply with
12 this provision, the Sponsor may deduct the appropriate amount from
13 the School's subsequent FTE payments.

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

22 **a) Title I**

23 **i)** Pursuant to provisions of 20 U.S.C. 8061 Section 10306, the
24 District will always provide all federal funding for which the
25 School is otherwise eligible, including Title I funding, not later
26 than five (5) months after the School first opens or after a
27 subsequent expansion of enrollment.

28 **ii)** Any Title I funds allocated to the School must be used to
29 supplement students' greatest instructional needs that have been
30 identified by a comprehensive needs assessment of the entire
31 School and shall be spent in accordance with federal regulations.

1 Any Title I funds allocated to the School must be used to
2 supplement the reading/language arts and mathematics services for
3 eligible students participating in the Title I program. The per pupil
4 allocation of Title I funds will correlate with the per pupil
5 allocation of the home school.

6 **iii)** Any capital outlay item purchased with Title I funds must be
7 identified and labeled for Title I property audits. Any equipment
8 item purchased with Title I funds costing \$1000 or more, which is
9 classified as Capitalized Audio Visual or Equipment, remains the
10 property of Title I. This property must be identified, labeled and
11 made readily available for Title I property audits.

12 **iv)** Schools receiving Title I funds will employ highly qualified staff:
13 teachers that are certified and teaching in-field; support staff with
14 two years of college or that have passed an equivalent exam.

15 **v)** If the School accepts Title I funds, at least one percent of the Title
16 I funds budget must be spent in support of parental involvement
17 activities.

18 **vi)** The School will ensure that Title I guidelines are being followed at
19 the School and that students are meeting high content and
20 performance standards. The district and regional Title I staff will
21 provide technical assistance and support in order to ensure that
22 Title I guidelines are being followed at the School and that
23 students are meeting high content and performance standards.

24 **vii)** All documentation, including, but not limited to, documents,
25 agendas, schedules, minutes, time sheets, receipts, invoices,
26 purchase orders, rosters, etc., must be maintained at the School for
27 a minimum of five years as evidence to validate the use of Title I
28 school site allocations.

29 **viii)** The Sponsor agrees to timely notify the School of all dates and
30 other information regarding reporting of student data, calendar of
31 district in-service opportunities, and other dates and information

1 pertinent to the School’s compliance with this Contract

2 **b) IDEA:** The annual entitlement received by the Sponsor from the IDEA
3 will remain with the Sponsor to provide training and other program
4 resources as required by IDEA guidelines shared proportionally with the
5 School on the same basis as made available to other traditional and charter
6 schools in the District. The School may participate in discretionary IDEA
7 training offered by the Sponsor at no cost and shall participate in all
8 mandatory IDEA training offered by the Sponsor at no cost. The Sponsor
9 agrees to timely notify the School of all dates and other information
10 regarding reporting of student data, calendar of district in-service
11 opportunities, and other dates and information pertinent to the School’s
12 compliance with this Contract.

13 **c) Federal and Other Grants:** The Sponsor agrees to support the School in
14 its efforts to secure grants by timely processing and submitting all
15 documentation prepared by the School and necessary for the School’s
16 competition for grants and other monetary awards, including but not
17 limited to Federal Start-up Grant and Dissemination Grant. When the
18 funding source requires that the Sponsor serve as the fiscal agent for a
19 grant, the School shall, prior to generating any paperwork to the funding
20 agency, notify the Sponsor in writing of its intent to submit a grant
21 application and attach grant application guidelines. If the Sponsor
22 develops a District-wide grant, the School may be included in the district
23 proposal, if mutually agreed to by the School and the Sponsor. The
24 Sponsor shall not agree to such participation unless the School specifically
25 agrees to all terms, conditions, and requirements of the grant. If the
26 School fails in any material respect to comply with said terms, conditions,
27 and requirements, the School shall be solely responsible and liable for any
28 consequences. When a charter school elects to participate in a District-
29 wide grant prepared by the Sponsor’s staff or when grant proposals are
30 developed by district staff using student or School counts that include the
31 students of the School, dollars and/or services distributed via grant funds

1 will be provided to charter schools in the same manner as traditional
2 public schools.

3 **d) Other Funding Sources** : The School may secure funding from private
4 institutions, corporations, businesses and/or individuals. The school shall
5 notify the Sponsor, in writing, within 30 days of receipt of the funds.

6 **3) Charter School Capital Outlay Funds** The Sponsor will cooperate and assist the
7 School, as required by Florida Statutes, to obtain capital outlay funding for which
8 the School may be eligible. The School agrees to use procedures for submitting
9 and approving requests for funding under Section 1013.62, F.S. Section 1013.62,
10 F.S., provides procedures and guidance for the distribution of capital outlay funds
11 appropriated to Florida's public charter schools. Capital Outlay plans must be
12 submitted by the School to the FDOE in the format prescribed by the State. The
13 Sponsor shall review and verify the information uploaded by the School to the
14 FDOE, as required. The State determines approval of the School's Capital Outlay
15 plan, as provided by law. Any Capital Outlay plan must be submitted by the
16 School to the Sponsor's finance officer for approval. Each Capital Outlay plan
17 must contain a written list specifically enumerating the proposed capital
18 expenditures. Sales contracts, construction contracts, purchase orders, leases,
19 lease-purchase agreements, rental agreements or bills of sale will be accepted by
20 the Sponsor to document the School's expenditure of capital outlay funds. A
21 copy of the previous year's annual audited financials must be submitted with a
22 Capital Outlay plan as well as any other supporting documentation that verifies
23 that the charter school qualifies for capital outlay funds. Conversion charter
24 schools are ineligible for capital outlay funding allocations. After the Sponsor's
25 certification of a Capital Outlay plan submitted by the School, the Sponsor shall
26 deliver any public capital outlay funds (hereafter "CO Funds") that are allocated
27 and prorated to the School by the Commissioner of Education within Ten (10)
28 days of the delivery of such funds to the Sponsor by the Commissioner of
29 Education. The property and/or improvements purchased by the School using the
30 CO Funds and any unencumbered CO Funds shall be subject to reversion to the
31 Sponsor pursuant to Sections 1002.33(8)(e) and 1013.62(3), Florida Statutes, and

1 shall automatically revert to full ownership by Sponsor, subject to complete
2 satisfaction of any other lawful liens and encumbrances, upon: (a) the termination
3 or non-renewal of this Charter, or (b) the material breach of this Charter by the
4 School. Any property and improvements, furnishings and equipment purchased
5 without CO Funds or public funds for the School which have not been reimbursed
6 by CO Funds or public funds shall be property of the School should the Charter
7 terminate or not be renewed. However, ownership of an asset shall revert to the
8 Sponsor in the event of termination or non-renewal of this Charter if the School's
9 accounting records fail to clearly establish whether a particular asset was
10 purchased with CO Funds or public funds or from another funding source. Except
11 as otherwise provided herein and except for any interest conferred upon the
12 Sponsor by applicable law or this Charter and except for other lawful liens or
13 encumbrances, the School shall not rent, hire, or lend any of the property and/or
14 improvements purchased with CO Funds. The Sponsor acknowledges that the
15 facilities leased with CO Funds may be leased by the School for community and
16 educational services for use when School is not in session. If the School leases
17 such facilities to third persons as provided herein, any funds paid pursuant to such
18 lease shall be the property of the School. The parties agree that a failure to satisfy
19 the obligations imposed by this section shall constitute a material breach of this
20 Charter and good cause for its termination. The School shall provide Sponsor's
21 Accounting Department copies of invoices for the property and/or improvements
22 purchased with CO Funds. The School shall provide Sponsor's Accounting
23 Department lists of any property and/or improvements purchased with CO Funds
24 that the School may subsequently propose to dispose of as surplus property. The
25 property and/or improvements purchased by the School using CO Funds shall not
26 be sold, transferred or encumbered, other than as provided herein, or disposed of
27 by the School without obtaining the prior written consent of the Sponsor.

28 **B) Administrative Fee**

29 **1) Sponsor Use of Administrative Fee:** The Sponsor shall provide certain
30 administrative and educational services consistent with Section 1002.33(20)(a),
31 Florida Statutes,

1 **2) Allowable Withholding:** The Sponsor shall receive an administrative fee for
2 such services in accordance with Section 1002.33(20)(a), Florida Statutes, and
3 shall withhold the administrative fee for enrollment up to and including 250
4 students, unless otherwise prescribed by law.

5 **3) Access to Optional Sponsor Services:** The Sponsor allows the School to
6 purchase negotiated services at cost. Unless otherwise agreed, the Sponsor will
7 charge the School for any services beyond those required administrative and
8 educational services under Section 1002.33(20)(a), F.S., at the following rates
9 which represent Sponsor cost:

10 *For staff time: hourly rate plus benefits*

11 *For copies of documents: 15 cents/page*

12 All such services shall be requested through and coordinated by the Sponsor's
13 business office. The Sponsor will invoice the School monthly for these services,
14 if any. The School shall issue payment no later than thirty (30) working days after
15 receipt of an invoice. If a warrant for payment of an invoice is not issued within
16 thirty (30) working days after receipt by the School, the School shall pay to the
17 Sponsor, in addition to the amount of the invoice, interest at a rate of one (1)
18 percent per month calculated on a basis on the unpaid balance from the expiration
19 of the thirty (30) day period until such time as the warrant is issued. If payment is
20 not received by the Sponsor within forty-five (45) working days after receipt of
21 the invoice by the School, such non-payment shall constitute good cause for
22 termination of this Charter. The Sponsor shall then deduct the amount due from
23 the next available payment otherwise due the School. The Sponsor is under no
24 obligation to provide any services to the School outside of those required by
25 Florida Statute. Notwithstanding any other provision of this Charter, if the School
26 fails to provide its student a service required by statutes pertaining to student
27 health, safety, and welfare, the Sponsor may, in its sole discretion, provide such
28 services, including but not limited to required nursing services, to the School and
29 withhold the actual cost of providing the services from FTE payments to the
30 School.

31 **4) Purchasing:** The Sponsor allows the School to purchase negotiated goods and

1 services at cost. The School will be allowed to purchase goods through use of any
2 contract the Sponsor holds with a vendor in which the vendor agrees to provide
3 products for a certain price to all schools of the District. The School may also
4 participate in Sponsor's bulk purchasing program. The School shall not suggest or
5 represent to third parties, including, but not limited to, vendors, creditors, other
6 business entities or their representatives, governmental entities, or other
7 individuals, that the Sponsor will guarantee payment for any purchases made or
8 debts incurred by the School, nor shall the School represent that the Sponsor will
9 guarantee payment for any loans secured by the School, or that the Sponsor will
10 lend its good faith and credit in order for the School to obtain a loan or other
11 forms of credit.

12 **C) Medicaid School Match Program Participation:** The School may contract with the
13 Sponsor to participate in the Medicaid School Match Program.

14 **D) Restriction on Charging Tuition:** The school shall not charge tuition.

15 **E) Allowable Student Fees**

16 1) **Use of Student Fees:** The school shall not charge fees, except those fees
17 normally charged by the Sponsor or as allowed by law. Fees collected must be
18 allocated directly to, and spent only on, the activity or material for which the fee
19 is charged.

20 2) **Fee Schedule:** At least 30 days prior to the beginning of each school year, the
21 School shall provide the Sponsor with a comprehensive fee schedule for the
22 school year. No funds shall be collected until the School has been given written
23 approval from the Sponsor. Additional fees shall not be imposed without the
24 notification and approval of the Sponsor.

25 3) **Student Fee Documentation:** The School shall maintain documentation
26 supporting the collection of the approved fee schedule which will be available for
27 the Sponsor to review.

28 **F) Budget**

29 1) **Annual:** The School shall provide the Sponsor with annual preliminary and
30 official budgets in the format prescribed by the Sponsor. The budgets must
31 include a revenue projection sheet, a detailed budget worksheet, and a summary

1 budget.

2 **a) Governing Board Approval:** Pursuant to Section 1002.33(9)(h), F.S., the
3 School's Governing Board shall annually adopt and maintain an operating
4 budget.

5 **b) Submission Date:** During each year of this Charter, the tentative budget
6 must be submitted to the School's Governing Board during the preceding
7 school year. The official approved budget, including the projected FTE on
8 which such budget is based, is to be submitted to the Sponsor by June 30
9 of the preceding school year.

10 **2) Amended Budget:** The School shall provide a copy of the amended budget to the
11 Sponsor within ten (10) days of its approval by the School's Governing Board.

12 **F) Financial Records, Reports and Monitoring**

13 **1) Maintenance of Financial Records:** The School shall use the standard state
14 codification of accounts as contained in the DOE's Financial and Program Cost
15 Accounting and Reporting for Florida Schools (Red Book), as a means of
16 codifying all transactions pertaining to its operations. The accounting for federal,
17 state and local funds shall be maintained according to existing guidelines,
18 mandates, and practices, i.e., separate funds and bank accounts for federal, state,
19 and local funds as required under applicable statutes. The School's financial
20 activities and reports shall be subject to the Florida Department of Education
21 (DOE) Technical Assistance Paper No. 2009-03, as well as any subsequently
22 issued directives by the State and other applicable Governmental Accounting
23 Standards.

24 **2) Financial and Program Cost Accounting and Reporting:** The School shall
25 conduct an annual cost accounting in a form and manner consistent with generally
26 accepted governmental accounting standards in Florida. The School agrees that it
27 will submit to the Sponsor in a timely manner, the information specified in
28 Section 1010.20, F.S. The School shall comply with all the requirements set forth
29 in the Florida Commissioner of Education's publication entitled Financial and
30 Program Cost Accounting and Reporting for Florida Schools, as the means of
31 codifying all transactions pertaining to its operations, pertaining to general fixed

1 assets and tangible personal property. At least sixty (60) days before the initial
2 day of classes, the School shall submit to the Sponsor a description of the internal
3 audit procedures and controls adopted by the School to ensure that financial
4 resources are properly managed.

5 **3) Financial Reports**

6 **a)** This paragraph is left intentionally blank.

7 **b) Monthly Financial Reports:** Section 1002.33(5)(b)2, F.S., requires the
8 Sponsor to monitor the revenues and expenditures of the School. The
9 School will provide a monthly financial report to the Sponsor, to be
10 delivered to the Sponsor no later than the twentieth (20th) day of the
11 following month. These financial reports shall be cumulative and in the
12 format prescribed by the Sponsor's finance department. The report shall
13 include revenue and expenditure information in detail commensurate with
14 the original budget. As such, it shall have individual columns for

15 **i)** the budget,

16 **ii)** revenues and expenditures, month-to-date;

17 **iii)** revenues and expenditures, year-to-date; and

18 **iv)** the budget balance (excess or deficiency of budgeted to actual);
19 and

20 **v)** the School shall provide the Sponsor with annual financial reports.

21 These reports must include a complete set of financial statements and
22 notes prepared in accordance with Generally Accepted Accounting
23 Principles in the state required formats for inclusion on the Sponsor's
24 financial statements, formatted by revenue source and expenditures and
25 detailed by functions and object by the following time line: (1) unaudited
26 statements: no later than August 20th of each year; and (2) audited
27 statements: not later than September 20 of each year.

28 **c) Annual Property Inventory:** The School shall submit to the Sponsor a
29 cumulative listing of all property purchased with public funds, i.e., FEFP,
30 grant, and any other public-generated funds, and a separate cumulative
31 listing of all property purchased with private funds with the annual audited
32 financial statements by August 20 each year of operation. The inventory

1 records should include; at m inimum, the date of purchase, description of
2 purchase, serial number of asset, cost of asset, funding source and current
3 location of item . The School agrees to allow the Sponsor reasonable
4 access and the opportunity to review the inventory of public assets and
5 records of such inventory.

6 **d) Program Cost Report:** The School shall deliver to the Sponsor the
7 School’s Annual Program Cost Report for Charter Schools in the form at
8 as prescribed by the Florida Department of Education no later than August
9 15th of each year.

10 **e) Annual Financial Audit:** The School agrees to obtain an annual audit in
11 compliance with the Governmental Accounting Standards Board (GASB),
12 federal, state and school district regulations showing all revenues
13 received, from all sources, and all expenditures for the period July 1
14 through June 30 of that year. Th e audit shall be conducted by an
15 accountant certified under the laws of th e State of Florida and paid for by
16 the School. Prior to inception of the annual audit, the School shall provide
17 to the auditor the m aterials identified in the Sponsor’s Policy 3.90(15)(b).
18 The audit shall address the m atters set forth in the Sponsor’s Policy
19 3.90(15)(c).

20 **i)** The School shall provide the unaudited financial statem ents to
21 Sponsor by August 1 of each year. The School shall provide the
22 Sponsor with a copy of such an audit immediately upon its receipt,
23 as well as any responses to the auditor’s findings by Septem ber 30
24 of each year.

25 **ii)** If the School fails to obtain an annual financial audit tim ely by
26 September 30, the charter school shall be notified in writing by the
27 School Board of its responsibility. If after receiving written notice
28 from the School Board, the charter school still fails to prepare and
29 provide to the School Board a written notice by October 31, then
30 the District shall secure an audit for the charter school at the
31 charter schools expense out of its FTE allowance.

- 1 **iii)** At a minimum, the independent CPA should examine the level of
2 unreserved fund balance within the general fund in relation to
3 general fund revenues. The School shall strive to maintain such
4 level at 2.5% or higher.
- 5 **v)** If financial statements show a negative fund balance for three (3)
6 consecutive months, not including the first three months of
7 operation, such shall be considered failure by the school to meet
8 generally accepted standards of fiscal management and therefore
9 good cause for nonrenewal or termination of this Charter.
- 10 **vi)** The Sponsor reserves the right to perform additional audits or
11 reviews as part of the Sponsor's financial monitoring
12 responsibilities as it deems necessary, at the Sponsor's expense.
13 The Sponsor will notify the School of this procedure in a timely
14 manner. Such audits may be performed at any time after approval
15 of this contract. Failure to comply with this provision shall be
16 considered good cause for termination or nonrenewal of this
17 charter.
- 18 **vii)** School will also establish internal audit procedures and controls
19 sufficient to ensure financial resources are properly managed. If a
20 charter school internal audit reveals a deficit financial position, the
21 auditors are required to notify the Charter School Governing
22 Board, the Sponsor, and the Florida Department of Education. The
23 internal auditor shall report such findings in the form of an exit
24 interview to the principal administrator of the Charter School and
25 the Chair of the Governing Board within seven (7) working days
26 after finding the deficit position. A final report shall be provided to
27 the entire Governing Board, the Sponsor and the Florida
28 Department of Education within fourteen (14) working days after
29 the exit interview.
- 30 **viii)** The School shall annually adopt and maintain an operating budget.
- 31 **e) Grant Reporting:** The School shall submit quarterly Project

1 Disbursement Reports for each grant to the Sponsor, supported by
2 appropriate documents, including copies of invoices, timesheets, receipts,
3 etc., to determine that grant funds are used and programs are operated in
4 accordance with applicable federal and state statutes, rules, and
5 regulations. All grant recipients will also be subject to scheduled site visits
6 to review records and observe operations.

7 **f) Form 990 (if applicable):** The School will annually provide the Sponsor
8 a copy of its Form 990, Return of Organization Exempt from Income Tax,
9 and all schedules and attachments, within fifteen (15) days of filing with
10 the IRS. If the IRS does not require Form 990 to be filed, the School will
11 provide the Sponsor with written confirmation from the IRS of such non-
12 requirement.

13 **4) School's Fiscal Year :** The School's fiscal year shall be from July 1 through June
14 30.

15 **5) Financial Recovery/Corrective Plan**

16 **a)** In the event the School is identified as having a deteriorating financial
17 condition as defined by Section 1002.345, F. S., or meets one or more of
18 the conditions of financial emergency in Section 218.503, F.S., the
19 Sponsor shall conduct an expedited review of the School and the School
20 and the Sponsor shall develop and file a Corrective Action Plan with the
21 Florida Commissioner of Education in accordance with Section 1002.345,
22 Florida Statutes.

23 **b)** The Governing Board of the School shall be responsible for performing
24 the duties in Section 1002.345, F.S., including implementation of a
25 Corrective Action Plan. If any Corrective Action Plan submitted by the
26 School and approved by the Commissioner of Education is not properly
27 implemented, such conditions shall be a material violation of this Charter
28 and constitute good cause for its termination by the Sponsor.

29 **c)** As stated in Section 1002.345, F.S., the Sponsor may decide not to renew
30 or may terminate a charter if the charter school fails to correct the
31 deficiencies noted in the corrective action plan within 1 year after being

1 notified of the deficiencies or exhibit its one or more financial emergency
2 conditions specified in Section 218.503, F.S., for 2 consecutive years.

3 **6) Submission Process:** The School shall submit all required financial statements
4 to the Sponsor in the timeline and format prescribed by the Sponsor and/or state.
5 Failure of the School to comply with the timely submission of all financial
6 statements in the required format specified by the Sponsor shall constitute a
7 material breach of this Contract and may result in termination of this Contract.

8 **7) Additional Monitoring:** The Sponsor reserves the right to perform additional
9 audits and investigations at its expense as part of the Sponsor's financial
10 monitoring responsibilities as it deems necessary. The School shall be responsible
11 for reimbursement of any unauthorized or misappropriated funds.

12 **G) Financial Management of Schools**

13 **1) Financial Management and Oversight Responsibilities:** The School shall
14 implement the financial management and oversight procedures, controls and
15 methods as described in the Application.

16 **2) Reading Plan Allocations:** If the School does not comply with the core reading
17 plan requirements specified in this Contract, the funds that would have been
18 allocated to the school by the state and/or Sponsor for reading, shall remain with
19 the Sponsor to serve low performing schools.

20 **3) Taxes and Bonds:** Pursuant to Section 1002.33(9)(m), F.S., the School shall not
21 levy taxes or issue bonds secured by tax revenue.

22 **4) Additional Financial Requirements:** The Sponsor may require the School to
23 comply with additional financial requirements mandated by the FDOE.

24 **5) Utilization of the Sponsor:** The School shall not suggest or represent to third
25 parties, including, but not limited to, vendors, creditors, other business entities or
26 their representatives, governmental entities, or other individuals, that the Sponsor
27 will guarantee payment for any purchases made or debts incurred by the School,
28 nor shall the School represent that the Sponsor will guarantee payment for any
29 loans secured by the School, or that the Sponsor will lend its good faith and credit
30 in order for the School to obtain a loan or other forms of credit.

31 **6) Bank Transfer Information:** The School shall submit a bank information form

1 which will provide all necessary information for the School's bank account where
2 payments from the Sponsor will be deposited. The bank account must be in the
3 same legal name of the School, and the bank information form must be signed by
4 the active Governing Board chair of the school. The Sponsor shall not send
5 payments to a trust account or to any bank account other than one held and
6 controlled by the School.

- 7 **H) Description of Internal Audit Procedure** The School shall implement the financial
8 controls and audit procedure described in the School's governing laws and rules, the
9 provisions of this Contract, and the School's approved Application.

10 SECTION 5: FACILITIES

11 A) Prior Notification

- 12 **1) Deadline to Secure Facility:** The School shall provide the Sponsor with
13 documentation regarding the School's property interest (owner or lessee) in the
14 property and facility where the School will operate. If the School does not own
15 the property and facility, the School shall provide a fully executed lease at least
16 sixty (60) calendar days before the initial opening day of classes in any new
17 facility. For leased property and facility, the School shall obtain from the
18 landlord, and provide to the Sponsor, an affidavit indicating the method by which
19 the landlord is complying with the requirements of Section 196.1983, F.S.
20 regarding charter school exemption from ad valorem taxes.
- 21 **2) Deadline to submit zoning approvals and Certificate of Occupancy:** The
22 School shall annually obtain all permanent and temporary licenses, permits, use
23 approval, facility certification, and any other approvals required by the local
24 government or any other governmental bodies having jurisdiction by at least thirty
25 (30) calendar days prior to the opening day of classes. The Sponsor shall
26 terminate this Contract with no compensation to the School, if the School fails to
27 obtain all permanent and temporary licenses, permits, use approval, facility
28 certification, and any other approvals required by the local government or any
29 other governmental bodies having jurisdiction by at least thirty (30) calendar days
30 prior to the opening day of classes.
31

1 **3) Facility Inspections:** The School shall deliver to the Sponsor copies of any and
2 all facility inspections performed at any time by local governments or any other
3 governmental bodies having jurisdiction within 14 calendar days of the date of the
4 inspection. Subsequent written proof of compliance with any violations arising
5 from such inspections shall also be delivered to the Sponsor in a timely manner.

6 **4) District Inspection of Facility**

7 a) The School shall deliver to the Sponsor written documentation of required
8 inspections and certificates of occupancy by at least thirty (30) days prior
9 to the opening day of classes every year.

10 b) The Sponsor may inspect the School facilities at any time during the
11 school year to ensure compliance with all applicable state laws and
12 building and zoning requirements.

13 **B) Compliance with Building and Zoning /Requirements**

14 **1) Florida Building Code:** The School shall use facilities that comply with the
15 Florida Building Code, pursuant to Chapter 553, except for State Requirements
16 for Educational Facilities (SREF).

17 **2) Florida Fire Prevention Code:** The School agrees to use facilities which comply
18 with state minimum fire protection codes pursuant to Section 633.025, F.S., as
19 adopted by the authority in whose jurisdiction the facility is located. The facility
20 shall also comply with the Florida Fire Prevention Code and the St. Lucie County
21 Fire Prevention Code.

22 **3) Applicable Laws**

23 a) The School shall comply with all applicable laws, ordinances, and codes
24 of federal, state, and local governance, including the IDEA, the ADA, and
25 section 504 of the Rehabilitation Act. The School agrees to operate in
26 compliance with Sponsor policies 8.14 and 8.15. All inspections (Health,
27 Fire and Certificates of Occupancy) and a Disaster Preparedness Plan shall
28 be delivered to the Sponsor no later than thirty (30) days immediately
29 preceding the opening of school. School is responsible to make all
30 contacts with, and requests of, local governments responsible for
31 establishing safety measures and devices at the school, including but not

1 limited to, school speed zones, school crosswalks, sidewalks, crossing-
2 guards and traffic lights.

3 b) The School's operation shall be subject to necessary local government
4 approvals including site plan approval pursuant to Fla. Stat. § 1013.33 and
5 if applicable, review of traffic studies/analysis. The School may also be
6 required by the local government to provide amenities to ensure safe
7 access to children/pedestrians walking to the School. Zoning or other land
8 use development orders approving the School use, if issued by the local
9 government entity having jurisdiction over the area where the School
10 property is located, shall satisfy the review requirements of Section
11 1013.33, F.S..

12 c) The School shall be responsible for all costs for, or associated with,
13 complying with local ordinances, securing licenses, permits, zoning, use
14 approval, facility certification, and other approvals, including, but not
15 limited to, application fees, advertising costs, surveyor costs, plan review
16 fees, permit costs and licensing costs, traffic analyses/studies, and any
17 other additional charges or surcharges by the local government or other
18 governmental agencies.

19 d) At all times, the School shall display a valid and current Certificate of
20 Occupancy, and other certificates required by building and fire
21 enforcement authorities, health and sanitation enforcement authorities and
22 all other applicable enforcement agencies.

23 e) If the School fails to maintain valid licenses, permits, use approval,
24 facility certification, and any other approvals as required by the local
25 government or any other governmental bodies having jurisdiction at any
26 time during the term of this Contract, the Sponsor may withhold all
27 subsequent payments, without penalty of interest, to the School until
28 required permits, use approval, or facility certifications are obtained
29 and/or may terminate this contract. In the event the School leases its
30 facilities, Lessor and Lessee shall provide the Sponsor with a disclosure
31 affidavit in accordance with Section 286.23, F.S.

1 **4) Capacity of Facilities**

- 2 a) The School shall not allow the enrollment at any time to exceed the
3 number of students permitted by zoning capacity, certificates of use and/or
4 occupancy, applicable laws and regulations.
5 b) Any change to the official capacity should be reported, in writing with
6 appropriate supporting documentation, within 30 days of change.

7 **5) Leased facilities:** If the School operates in leased facilities, the lease shall be for
8 the term of this Contract, or in lieu thereof, the School shall present a lease with a
9 plan to ensure a facility for the duration of the Contract. The lease shall be signed
10 by a properly authorized member of the governing board, or its designee, as
11 documented in corresponding official governing board meeting minutes. It is
12 expressly understood that the use of church owned facilities shall not be
13 considered acceptable if the Sponsor has reason to believe the School is
14 functioning as a parochial school in that facility. This should not be interpreted as
15 approving of the establishment of a parochial school in any secular facilities.
16 Failure to comply with this provision shall be considered good cause for
17 termination or nonrenewal of this charter.

18 **6) Emergencies:** In unforeseen circumstances or emergencies, if the facility is
19 damaged or unable to safely house students/personnel, the School must notify the
20 Sponsor, immediately, and secure an alternative location to ensure no interruption
21 in instruction. The alternative location shall be subject to all facility requirements
22 indicated in this section.

23 **C) Location**

24 **1) School's Street Address:** The School will be located at 4402 SW Yamada Dr.,
25 Port St. Lucie, FL 34953.

26 **2) Temporary Facility (if applicable):** This section left intentionally blank.

27 **3) Relocation:** The school shall not change or add facilities or locations at any time
28 during the term of this Contract without prior approval of the Sponsor through the
29 Contract amendment process. Violation of this provision constitutes a unilateral
30 amendment or modification of this Contract and good cause for termination.

31 **D) Prohibition to Affix Religious Symbols:** The School shall not display any religious or

1 partisan political symbols, statues, artifacts, etc., on or about the property and facilities
2 where the School will operate.

3
4 **SECTION 6: TRANSPORTATION**

5 **A) Cooperation Between Sponsor and School:** The School shall provide transportation to
6 the School’s students consistent with the requirements of Part I. E. of Chapter 1006,
7 Section 1002.33(20)(c), F.S. and Section 1012.45, F.S. The School may contract with the
8 Sponsor to provide transportation service.

9 **B) Reasonable Distance:** Transportation will not be a barrier to equal access for all students
10 residing within the District, and the School shall provide transportation to all students
11 residing in the District subject to the limitations in this Section 6.B. Students residing
12 within two miles of the school will be expected to furnish their own transportation,
13 except that certain students, as specified in Section 1006.21, F.S., for example students
14 with disabilities and elementary grade students who are subject to specified hazardous
15 walking conditions, must be provided transportation, regardless of the distance from the
16 school. For or students who are geographically isolated, or who are unable to be
17 transported on a school bus due to disabilities, the School will offer reimbursement to
18 eligible parents residing within the District. This parental reimbursement shall be
19 equivalent to the monies provided by the Sponsor to the School for transportation of the
20 student. At the time of student application for enrollment, the School shall be responsible
21 for informing parents of the transportation options available, including the
22 reimbursement amount available in lieu of providing transportation to qualifying
23 students.

24 **C) Compliance with Safety Requirements:** The School shall demonstrate compliance
25 with all applicable transportation safety requirements. Unless it contracts with the
26 Sponsor for the provision of student transportation, the School is required to ensure that
27 each school bus transporting the School’s students meets applicable federal motor vehicle
28 safety standards and other specifications. The School agrees to monitor the status of the
29 commercial drivers licenses of each school bus driver employed or hired by the School
30 (hereafter “School Bus Drivers”) unless it contracts with Sponsor to provide such
31 services. The School will provide the Sponsor, via the Charter Schools Support

1 Department, an updated list each quarter of all School Bus Drivers providing commercial
2 driver's license numbers, current license status and license expiration dates.

3 **D) Fees:** The School may not charge a fee for transportation to which the student is entitled
4 pursuant to state law. The School shall reimburse parents for parent-provided
5 transportation costs if the student is legally entitled to transportation.

6 **E) Private Transportation Agreement:** In the event the School will be contracting with a
7 third party to provide transportation to its students, the School shall provide a copy of the
8 transportation contract to the Sponsor at least thirty (30) days prior to the initial day of
9 classes.

10 **F) Reimbursement for School Provided Transportation:** The rate of reimbursement to
11 the School by the Sponsor for transportation will be equivalent to the reimbursement rate
12 provided by the State of Florida for all eligible transported students.

14 **SECTION 7: FOOD SERVICES**

15 **A) Food Services.** The School shall be solely responsible for providing food services and
16 complying with state and federal reporting requirements. The Sponsor shall provide the
17 services set forth in Section 1002.33(20)(a), F. S. The School shall make lunch available
18 to all students. Breakfast shall be provided when required by applicable state and federal
19 guidelines. If applicable, the School shall distribute Free and Reduced Price Meal
20 application forms to students and shall certify student eligibility for such programs using
21 required federal rules and procedures. The School shall comply with all USDA and
22 FDOE regulations that are applicable to its child nutrition program. The School may
23 contract with the Sponsor to provide food service.

25 **SECTION 8: HEALTH SERVICES**

26 **A) Health Services.** Pursuant to Section 1002.33(9)(e), F.S., the School is
27 responsible for providing health care services to its students in compliance with all state
28 and local health requirements. Pursuant to Section 381.0056(5)(a), F.S., and Fla. Admin.
29 Code Rule 64F-6.002, the School is required to have a school health services plan. The
30 School may adopt its own health services plan or it may choose to utilize the District's
31 plan. In either event, the School is solely responsible for the provision of services under

1 its adopted health services plan. The School will use the Sponsor's health service plan. The
2 School may contract with the Sponsor to provide health care services to its students. In the
3 event that the School will be contracting with a third party to provide health care services
4 to its students, the School shall provide a copy of the health care services contract to the
5 Sponsor no later than thirty (30) days prior to the initial day of classes.

7 SECTION 9: INSURANCE AND INDEMNIFICATION

8 A) Indemnification of Sponsor

9 The School, to the extent immunity may be waived pursuant to 768.28, F.S., agrees to
10 indemnify, defend with competent counsel, selected by the School, with Sponsor's
11 reasonable approval, and agrees to hold the Sponsor, its members, officers, employees
12 and agents, harmless from any and all claims, actions, costs, expenses, damages, and
13 liabilities, including reasonable attorney's fees, arising out of, connected with or resulting
14 from: (i) the negligence, intentional wrongful act, misconduct or culpability of the
15 School's employees or other agents in connection with and arising out of their services
16 within the scope of this Charter; (ii) the School's material breach of this Charter or
17 violation of law; (iii) any failure by the School to pay its employees, contractors,
18 suppliers, subcontractors, or any other creditors; (iv) the failure of the School's officers,
19 directors or employees to comply with any laws, statutes, ordinances or regulations of
20 any governmental authority or subdivision that apply to the operation of the School or
21 the providing of educational services set forth in this Charter. However the School shall
22 not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities
23 to the extent these may result from the negligence of the Sponsor, its members, officers,
24 employees, subcontractors or others acting on its behalf; and (v) Professional errors or
25 omissions, or claims of errors or omissions, by the School employees, agents, or
26 Governing Board.

27 **1) Indemnification for Professional Liability:** The duty to indemnify for
28 professional liability as insured by the School Leaders Errors and Omissions
29 Liability Policy described in this Contract will continue in full force and effect
30 notwithstanding the expiration or early termination of this Contract with respect
31 to any claims based on facts or conditions which occurred prior to termination. In

1 no way shall the School Leader's Errors and Omissions Liability Policy's
2 limitation on post-termination claims of professional liability impair the
3 Sponsor's claims to indemnification with respect to a claim for which the School
4 is insured or for which the School should have been insured under Commercial
5 General Liability Insurance, Automobile Liability Insurance, or Employer's
6 Liability Insurance. In addition, the School shall indemnify, defend, and protect
7 and hold the Sponsor harmless against all claims and actions brought against the
8 Sponsor by reason of any actual or alleged infringement of patent or other
9 proprietary rights in any material, process, software, machine or appliance used
10 by the School, any failure of School to comply with provisions of the Americans
11 with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and the
12 Individuals with Disabilities Education Act (IDEA), including failure to provide a
13 Free Appropriate Public Education to an enrolled student or failure to furnish
14 services provided for in a student's individual education plan, and any violation
15 by School of the Florida public records or open meetings laws.

16 **2) Notification of Third Party Claim, Demand, or Other Action:** Any contract
17 entered into between the School and a third party must provide that the third party
18 is not entering into a contract with the Sponsor. The School and the Sponsor shall
19 notify each other of the existence of any third party claim, demand or other action
20 giving rise to a claim for indemnification under this provision (a "Third Party
21 Claim") and shall give each other a reasonable opportunity to defend the same at
22 its own expense and with its own counsel, provided that if the School or Sponsor
23 shall fail to undertake or to so defend, the other party shall have the right, but not
24 the obligation, to defend and to compromise or settle (exercising reasonable
25 business judgment) the Third Party Claim for the account and at the risk and
26 expense of the School or Sponsor, which they agree to assume. The School and
27 Sponsor shall make available to each other, at their expense, such information and
28 assistance as each shall request in connection with the defense of a Third Party
29 Claim.

30 **3) Indemnity Obligations:** The School's indemnity obligations under this provision
31 and elsewhere in the Contract shall survive the expiration or termination of this

1 Contract.

2 **B) Indemnification of School**

3 The Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor
4 with the School's reasonable approval and agrees to hold the School, its members,
5 officers, employees and agents harmless from any and all claims, actions, costs,
6 expenses, damages and liabilities, including reasonable attorney's fees, arising out of,
7 connected with or resulting from: (i) the negligence, intentional wrongful act, misconduct
8 or culpability of the Sponsor's employees or other agents in connection with and arising
9 out of their services within the scope of this Charter; (ii) the Sponsor's material breach of
10 this Charter or law; and (iii) any failure by the Sponsor to pay its suppliers or any
11 subcontractors. The Sponsor's indemnity obligations under this provision and elsewhere
12 in the Contract shall survive the expiration or termination of this Contract.

13 **C) Sovereign Immunity**

14 Notwithstanding anything herein to the contrary, neither party waives any of its
15 sovereign immunity, and any obligation of one party to indemnify, defend or hold
16 harmless the other party as stated above shall extend only to the limits, if any, permitted
17 by Florida law, and shall be subject to the monetary limitations established by Section
18 768.28, F.S. Nothing herein shall be deemed to be a waiver of rights or limits to liability
19 existing under Section 768.28, F.S.

20 **D) Acceptable Insurers**

21 **1) Acceptable Insurance Providers:** Insurance providers must be authorized by
22 certificates of authority from the Department of Insurance of the State of Florida,
23 or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer
24 must have a Best's Rating of "A-" or better and a Financial Size Category of "IX"
25 or better according to the latest edition of Best's Key Rating Guide, published by
26 A.M. Best Company.

27 **2) Insurance Provider Compliance:** If, during this period when an insurer is
28 providing the insurance as required by this Contract, an insurer fails to comply
29 with the foregoing minimum requirements, as soon as the School has knowledge
30 of any such failure the School shall immediately notify the Sponsor and promptly
31 replace the insurance with insurance provided by another insurer meeting the

1 requirements. Such replacement insurance coverage must be obtained within
2 twenty (20) days of cancellation or lapse of coverage.

3 **3) Minimum Insurance Requirements:** Without limiting any of the other
4 obligations or liabilities of the School, the School shall, at the School's sole
5 expense, procure, maintain and keep in force the amounts and types of insurance
6 conforming to the minimum requirements set forth in this Contract. The School
7 shall provide evidence of such insurance in the following manner:

8 **a)** The School shall furnish the Sponsor with fully completed certificate(s)
9 of insurance, signed by an authorized representative of the insurer(s)
10 providing the coverage, four (4) weeks before the initial opening day of
11 classes. The certificates shall name the Board as an additional insured.
12 The insurance shall be maintained in force, without interruption, until this
13 Charter is terminated. Failure to comply with this provision shall be
14 considered good cause for termination or nonrenewal of this Charter.

15 **b)** Each certificate of insurance shall provide and require that the Sponsor
16 shall be given no less than sixty (60) days written notice prior to
17 cancellation or nonrenewal. The policies must be endorsed specifically to
18 grant the same notification rights to the Sponsor that are provided to the
19 first named insured with respect to cancellation and nonrenewal.

20 **c)** Until such time as the insurance is no longer required to be maintained by
21 the School, the School shall provide the Sponsor with evidence of the
22 renewal or replacement of the insurance no less than sixty (60) days
23 before the expiration or termination of the required insurance for which
24 evidence was provided.

25 **E) Commercial and General Liability Insurance**

26 The School shall, at its sole expense, procure maintain and keep in force Commercial
27 General Liability Insurance which shall conform to the following requirements:

28 **1) Liabilities Required:** The School's insurance shall cover on a primary and
29 noncontributory basis bodily injury, property damage liability, personal and
30 advertising injury, products and completed operations, fire damage legal liability,
31 and medical expense coverage. A waiver of subrogation endorsement shall be

1 provided. Contractual liability shall be included to cover the hold harmless
2 agreement set forth in this Charter. Coverage shall extend independent
3 contractors and fellow employees. Coverage shall include a cross liability or
4 severability of interest provision as provided under the standard ISO form
5 separation of insureds clause as per the latest occurrence form edition of the
6 standard Commercial General Liability Coverage Form (ISO form CG 00 01), as
7 filed for use in the State of Florida by the Insurance Services Office.

8 **2) Minimum Limits:** The minimum limits to be maintained by the School (inclusive
9 of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per
10 occurrence and \$3,000,000 million annual aggregate.

11 **3) Deductible/Retention:** Except with respect to coverage for Property Damage
12 Liability, the Commercial General Liability coverage shall apply on a first-dollar
13 basis without application of any deductible or self-insured retention. The
14 coverage for Property Damage Liability may be subject to a maximum deductible
15 of \$1,000 per occurrence.

16 **4) Occurrence/Claims:** Subject to reasonable commercial availability, coverage
17 shall be on an occurrence form basis. If coverage is on a claims made basis, the
18 School shall maintain a retroactive date prior to or contemporaneous with the
19 effective date of this Charter. In the event the policy is canceled, non-renewed, or
20 changed to an occurrence form basis; if there is a change in retroactive date; or if
21 this Charter is terminated, the School must without interruption purchase an
22 extended reporting rider of not less than four (4) years.

23 **5) Additional Insureds:** The School shall include the Sponsor, its board members,
24 officers, employees, and agents as “additional insureds” under the general liability
25 policy using ISO Form CG2026—Additional Insured-Designated Person or
26 Organization. The certificate of insurance shall be clearly marked to reflect “The
27 Sponsor, its board members, officers, employees, and agents as additional
28 insureds.”

29 **F) Automobile Liability Insurance**

30 **1) Coverage:** The School shall, at its sole expense, procure, maintain, and keep in
31 force Commercial Automobile Liability Insurance on a primary basis including

1 coverage for Any Auto (All Owned, Hired, and Non-Owned Autos). The School's
2 insurance shall cover the School for those sources of liability which would be
3 covered by the latest edition of the standard Business Auto Policy (ISO Form CA
4 0001), including coverage for liability contractually assumed, as filed for use in
5 the State of Florida by the Insurance Services Office. A waiver of subrogation
6 endorsement must be provided. The Sponsor shall be listed as an additional
7 insured.

8 **2) Occurrence/Claims and Minimum Limits:** The minimum limits to be
9 maintained by the School shall be not less than \$3,000,000 Combined Single
10 Limit (inclusive of any amount provided by an umbrella or excess liability
11 policy).

12 **G) Workers' Compensation/Employers' Liability Insurance**

13 The School shall, at its sole expense, provide, maintain, and keep in force Worker's
14 Compensation/Employer's Liability Insurance which shall conform to the following
15 requirements:

16 **1) Coverage:** The School's insurance shall cover the School (and to the extent its
17 subcontractors and its sub-subcontractors are not otherwise insured, its
18 subcontractors and sub-subcontractors) for those sources of liability that would be
19 covered by the latest edition of the Standard Worker's Compensation Policy, as
20 filed for use in Florida by the National Council on Compensation Insurance,
21 without restrictive endorsements. A waiver of subrogation endorsement shall be
22 provided. Coverage shall apply on a primary basis. Should the scope of work
23 performed by a contractor qualify its employees for benefits under the federal
24 workers compensation statute, proof of appropriate federal act coverage shall be
25 provided.

26 **2) Minimum Limits:** The School shall maintain workers' compensation insurance
27 and employers' liability coverage in accordance with Chapter 440, Florida
28 Statutes. Employers' liability (inclusive of any amounts provided by any
29 umbrella or excess liability policy) must include limits of at least \$1,000,000 for
30 each accident, \$1,000,000 for each disease/employee, and \$3,000,000 for each
31 disease/maximum.

1 **H) School Leader’s Errors and Omissions Liability Insurance**

2 The School shall, at its sole expense, procure, maintain and keep in force the School
3 Leader's Errors and Omissions Liability Insurance which shall conform to the following
4 requirements:

5 **1) Form of coverage:** The School Leader' s Errors and Om issions Liability
6 Insurance shall be on a form acceptable to the Sponsor and shall cover the School
7 for those sources of liability arising out of the rendering of or failure to render
8 professional services in the perform ance of this Charter, including all provisions
9 of indemnification which are part of this Charter. Coverage shall not contain
10 exclusionary language for claim s or allegations arising out of com puter network
11 security and privacy liability breaches, corporal punishment, sexual misconduct,
12 or student based discrim ination or harassm ent. Coverage for em ployment
13 practices liability shall be included.

14 **2) Coverage Limits:** The insurance shall be subject to a m aximum deductible not to
15 exceed \$25,000 per claim . The minimum limits to be m aintained by the School
16 shall be \$3,000,000 per claim, \$3,000,000 annual aggregate.

17 **3) Occurrence/Claims:** Subject to reasonable com mercial availability, coverage
18 shall be on an occurrence form basis. If coverage is on a claim s made basis, the
19 School shall m aintain a retroactive date prior to or contem poraneous with the
20 effective date of this Charter. In the event the policy is canceled, non-renewed, or
21 changed to an occurrence form basis; if th ere is a change in the retroactive date;
22 or if this Charter is term inated, the School must without interruption purchase an
23 extended reporting rider of not less than four (4) years.

24 **I) Property Insurance**

25 The School shall maintain all risk commercial property insurance on buildings,
26 business personal property, and equipment that is owned, leased, or otherwise
27 contractually required during the term of this Charter. The School shall accept all
28 risk of loss for such property and shall provide proof of such insurance and its
29 renewals at limits equal to the full replacement cost of the buildings, personal
30 property, and equipment. The proof of coverage shall list the Sponsor as loss payee
31 where its interest may exist.

1 **J) Liability for Students with Disabilities**

2 The School shall be liable for all damages, costs, and attorney's fees incurred by the
3 Sponsor in any action related to a violation by the School of federal and state laws related
4 to the education of students with disabilities. The School shall pay for the cost of any due
5 process hearing(s), mediation, or court actions resulting from the actions of the School or
6 its agents or the decision by a parent to challenge the appropriateness of the education
7 being provided by the School. Should there be a challenge to any decision made by the
8 Sponsor, the Sponsor shall defend said action only to the extent that such actions or
9 decisions are not due to actions of or placements made by the School. In that event, the
10 School shall indemnify the Sponsor to the extent the School is liable.

11 **K) Fidelity Bond**

12 The School shall bond all officers, directors and employees of the School who have
13 authority to receive, expend or handle in any manner School funds or property. The
14 bonds shall be in the same amount as officers, directors and employees of the
15 Sponsor.

16 **L) Applicable to All Coverage**

17 The following provisions are applicable to all insurance coverages required under this
18 Charter:

19 **1) Other Coverage:** The insurance provided by the School shall apply on a primary
20 basis and any other insurance or self-insurance maintained by the Sponsor or its
21 members, officers, employees or agents, shall be in excess of the insurance
22 provided by or on behalf of the School.

23 **2) Deductibles/Retention:** Except as otherwise specified, the insurance maintained
24 by the School shall apply on a first-dollar basis without application of deductible
25 or self-insurance retention.

26 **3) Liability and Remedies:** Compliance with the insurance requirements of this
27 Contract shall not limit the liability of the School, its subcontractors, its
28 sub-subcontractors, its employees or its agents to the Sponsor or others. Any
29 remedy provided to the Sponsor or its members, officers, employees or agents by
30 the insurance shall be in addition to and not in lieu of any other remedy available
31 under the Contract or otherwise.

1 fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to
2 be filed, the School will provide the Sponsor with written confirmation from the
3 IRS of such non-requirement. Notwithstanding anything set forth in this Contract,
4 the Sponsor does not covenant to extend or pledge its own tax-exempt status in
5 any way for the use and benefit of the School. Failure by the School to comply
6 with this provision or failure to meet the statutory requirements in Section
7 1002.33(12)(i), Florida Statutes, requiring the School to be organized and
8 operated by a nonprofit organization, shall be considered good cause for
9 termination or non-renewal of this Charter.

10 **2) Organizational Plan:** The School shall implement the organizational plan as
11 described in the Application. The School shall provide Sponsor an organizational
12 chart delineating titles of all staff with address, phone number and e-mail of each
13 staff member and each staff member's certification.

14 **3) Organizational Composition:** As stated in the Operating Agreement and the
15 Articles of Organization attached as appendices to the Application, a board of
16 managers shall manage the activities and affairs of the School. Voting shall
17 control the School, and only directors shall vote. The officers shall consist of a
18 president, a vice president, a treasurer, and a secretary. The individuals serving
19 on the School's board of managers shall be selected as set forth in the School's
20 Operating Agreement. Violation of the provisions in the Operating Agreement
21 shall be good cause for non-renewal or termination.

22 **4) School Operations:** The School's governing board shall be solely responsible for
23 the operation of the school and exercise continuing oversight over the School's
24 operations. The School's governing board will define and refine policies
25 regarding educational philosophy, and oversee assessment and accountability
26 procedures to assure that the School's student performance standards are met or
27 exceeded.

28 **5) Accountability:** The School's governing board will be held accountable to its
29 students, parents/guardians, and the community at large, through a continuous
30 cycle of planning, evaluation, and reporting as required by law.

31 **6) School Policy and Decision Making:** The School's governing board, in

1 consultation with School staff, shall be responsible for all policy decision making
2 of the School, including creating/adjusting the curriculum and developing and
3 adopting an annual budget.

4 **7) School Employee Supervision:** The teachers, support staff, and contractual staff
5 will be directly supervised by the Principal.

6 **8) School Advisory Council:** The School shall establish a School Advisory Council
7 (SAC) pursuant to state law. The School shall establish SAC by-laws; define the
8 membership; develop election procedures; and post all meeting agendas and
9 minutes pursuant to Fla. Stat. § 286.011 (Sunshine Law). Notices of all SAC
10 meetings must be posted at the School, at the location of the meeting, and on the
11 School's website (if applicable) at least five (5) days prior to the meeting.

12 **9) Continuity of School Governance:** Continuity between the organizing group and
13 the governing board may be maintained in the following ways:

14 a) organizing group members may serve as board members for staggered
15 terms;

16 b) organizing group members who are not on the governing board and not on
17 the School's Board of Directors, may serve on the SAC.

18 **10) School Fiscal Agent:** The governing board shall be the fiscal agent for the School
19 and shall be involved from the inception in administrative functions, pursuant to
20 such rules and policies as are developed by the governing board consistent with
21 the standards for other public schools.

22 **11) Eligible Members of the Governing Body:** No employee of the School may be a
23 member of the governing body.

24 **12) Governing Board Compensation:** No member of the School's governing board
25 shall receive compensation, directly or indirectly, from the School's operations,
26 including but not limited to grant funds. Violation of this provision shall
27 constitute a material breach of the Contract and good cause for termination.

28 **13) School/Parent Contract:** The School agrees to submit any Parent Contracts to
29 the Sponsor for approval. Any amendments to the Parental Contract shall be
30 submitted in advance to the Sponsor for approval. The School shall not use the
31 Parent Contract to discriminate, involuntarily withdraw, or create a financial

1 burden or any other barrier to enrollment. At a minimum, all communication to
2 parents, including Parent Contracts, shall be provided in English, Spanish and
3 Haitian-Creole, as appropriate. If applicable, the School's Parent Contract is
4 attached, as Appendix B.

5 **14) Governing Board Reporting:** The Governing Board shall periodically report the
6 School's academic progress to all stakeholders.

7 **15) Governance Training:** The School's governing board members shall participate
8 in charter school governance training, facilitated by the Sponsor or an approved
9 Florida Department of Education vendor, pursuant to state law.

10 **16) Conflict of Interest:** The School and its employees shall comply with state law
11 prohibiting the employment of relatives which prohibits the appointment,
12 employment, promotion, or advancement, or the advocacy for appointment,
13 employment, promotion, or advancement in or to a position in the charter school
14 in which the personnel are serving or over which the personnel exercises
15 jurisdiction or control of an individual who is a relative. Additionally, the School
16 shall use no public funds received from or through the Sponsor to purchase or
17 lease a property, goods, or services from any director, officer, or employee of the
18 School or the spouse, parent, child, step child or sibling of any director officer or
19 employee, or from any business in which any officers or employee has an interest
20 nor shall the School use any property, goods or services purchased or leased by
21 public funds for the private benefit of any person or entity. The Governing Board
22 Chair shall annually provide to the Sponsor a statement confirming that:

- 23 **a)** No Member of the School's Governing Board, acting in his/her private
24 capacity, has sold services directly or indirectly to the School;
- 25 **b)** No spouse, parent, child, stepchild, sibling, or employee of any Board
26 Member serves as a member of the School's Governing Board;
- 27 **c)** No Member of the School's Governing Board is an employee of the
28 School or of the management company operating the School (if any); and
- 29 **d)** No member of the School's Governing Board has received compensation,
30 directly or indirectly from the School's operations.

1 A violation of any of the foregoing provisions shall constitute a material breach of
2 this Charter and good cause for its termination.

3 **17) Other Governing Board Duties:** The Governing Board of the School shall be
4 responsible for all fiduciary, legal and regulatory compliance issues and shall
5 perform all duties set forth in the School's approved Application and set forth in
6 this Charter. The following are duties and responsibilities of the Governing
7 Board:

- 8 **a)** annually adopt and maintain an operating budget and submit its approved
9 budget to the Sponsor by June 30 of each year along with a copy of the
10 minutes of the meeting showing approval of the budget by the Governing
11 Board;
- 12 **b)** retain the services of a certified public accountant or auditor for the annual
13 financial audit, who shall submit the report to the Governing Board;
- 14 **c)** review and approve the audit report, including audit findings and
15 recommendations for the financial recovery plan;
- 16 **d)** monitor a financial recovery plan in order to ensure compliance, if
17 applicable;
- 18 **e)** establish, define, refine and oversee the School's educational philosophy,
19 operational policies and procedures, academic accountability procedures,
20 and financial accountability procedures and ensure that the School's student
21 performance standards are met or exceeded;
- 22 **f)** report its progress annually to the Sponsor, which shall forward the report to
23 the Commissioner of Education at the same time as other school
24 accountability reports, in accordance with Section 1002.33(9)(k), F.S.;
- 25 **g)** make full disclosure of the identity of all relatives employed by the School
26 in accordance with Section 1002.33(7)(a)18, F.S.;
- 27 **h)** adopt policies establishing standards of ethical conduct for instructional
28 personnel and School administrator in accordance with Section
29 1002.33(12)(g)3, F.S.;
- 30 **i)** make all required financial disclosure if the school is operated by a
31 municipal corporation or other public entity under Section 112.3144, F.S.;

- 1 **j)** comply with the standards of conduct set out in Sections 112.313(2), (3),
- 2 (7), and (12), and 112.3143(3), F.S.;
- 3 **k)** avoid all conflicts of interest, including, but not limited to, being employed
- 4 by, owning, or serving on the Governing Board of any entity which
- 5 contracts with the School;
- 6 **l)** demonstrate financial competence and adequate professional experience;
- 7 **m)** recommend student expulsions to the Sponsor; and
- 8 **n)** determine in conformance with law and the terms of this Charter the rules,
- 9 and regulations needed for the effective operation and general
- 10 improvement of the School.

11 **C) Public Records:** The School shall comply with the provisions of Chapter 119, Florida
 12 Statutes, in all of its financial, business and membership matters. All of the School’s
 13 records, except personally identifiable student records, and other records specifically
 14 exempted shall be public records and subject to the provisions of Chapter 119, Florida
 15 Statutes, including those relating to records retention. School shall maintain its own e-
 16 mail and electronic document archives to comply with public records laws.

17 **D) Reasonable Access to Records by Sponsor:** The School shall provide the Sponsor
 18 access to public records, at no cost, related to the governing board. Failure to provide
 19 such access will constitute a material breach of this Contract and good cause for
 20 termination.

21 **E) Parental Involvement Representative:** The School’s governing board shall appoint a
 22 representative to facilitate parental involvement, provide access to information, assist
 23 parents and others with questions and concerns, and resolve disputes. The representative
 24 must reside in St. Lucie County and may be a governing board member, charter school
 25 employee, or individual contracted to represent the governing board. The School shall
 26 provide the representative’s contact information annually in writing to parents and post it
 27 prominently on the School’s website (if a website is available).

28 **F) Public Meetings:** All meetings of the School’s governing board and School Advisory
 29 Council, and advisory committees to the governing board shall take place locally and in a
 30 physical location and facility that is easily accessible to the School’s parents, students
 31 and employees, be publicized in advance to the school community and be open to the

1 public pursuant to Section 286.011, F.S. (the “Sunshine Law”). Parents/guardians shall
2 be encouraged to attend. Notification shall be available in languages other than English,
3 where appropriate, e.g., Spanish, and Haitian-Creole. With the exception of emergency
4 meetings, notices of all governing board meetings must be posted at the School and at the
5 location of the meeting at least five (5) days prior to the meeting. The School’s parental
6 involvement representative and principal (or his/her equivalent) must be physically
7 present at each governing board meeting. As to all meetings of the School for which
8 minutes are required pursuant to Florida law, a copy of such minutes shall be provided by
9 the School to the Sponsor upon request.

10 **G) Reasonable Notice of Governing Board Meetings**

11 1) **Notice of Governing Board Meetings:** The governing board shall publish on the
12 School’s website a schedule of all governing board meetings for the school year
13 including the date, time and location of meetings. By July 15 annually, the School
14 shall provide the Sponsor the annual schedule of governing board meetings. The
15 school shall provide reasonable notice to the Sponsor of any changes or
16 cancellation of scheduled meetings.

17 2) **Governing Board Meeting Requirements:** For those schools that are in their
18 first year of operation or who have been declared to be in a state of financial
19 emergency, and/or who have been designated as a Correct II (School Grade F) or
20 a Prevent II (School Grade D), the Governing Board shall meet at least monthly.
21 The governing boards for schools that do not meet any of the above criteria shall
22 meet no less than four times per year.

23 **H) Identification of Governing Board Members**

24 1) **Parent Membership:** The School’s Governing Board shall be diverse and
25 include a parent member, with full membership rights. The parent member must
26 be a parent of a student enrolled in the school. Board members shall possess
27 special skills, talents, and expertise that will support the educational and moral
28 development of the School’s students.

29 2) **Governing Board Member Eligibility and Clearance:** The School’s Governing
30 Board members shall be fingerprinted by the Sponsor prior to the approval of the
31 School’s Contract. Board members appointed to the governing board after the

1 approval of the School’s Contract must be fingerprinted within thirty (30) days of
2 their appointment. The cost of fingerprinting shall be borne by the School or the
3 governing board member. The governing board agrees to dismiss governing
4 board members whose fingerprint check results reveal non-compliance with
5 standards of good moral character. Any change in governing board membership
6 must be reported to the Sponsor in writing within 48 hours of the change. Any
7 uncured violation of this provision constitutes good cause for termination.
8

9 **SECTION 11: EDUCATION SERVICE PROVIDER**

10 **A) Education Service Provider Agreement**

11 **1) School Use of ESP Services**

- 12 **a)** If a management company and/or education service provider (ESP) will be
13 operating the School, the contract between the School and the ESP shall
14 require that the ESP operate the School in accordance with the terms
15 stipulated in this Contract and all applicable laws, ordinances, rules, and
16 regulations. The contract between the School and the ESP shall allow the
17 School the ability to terminate the contract with the ESP.
- 18 **b)** Neither employees of the ESP nor relatives of the ESP’s employees, as
19 defined in Section 112.3135(1)(d), F.S., shall sit on the School’s
20 governing board or serve as officers of the School.
- 21 **c)** The Principal shall be evaluated by the School’s governing board. The
22 Principal shall not own, operate, or serve as an officer of the management
23 company that serves the School.
- 24 **d)** The contract between the ESP and the School’s governing board shall
25 ensure that an “arms-length,” performance-based relationship exists
26 between the governing board and the ESP.
- 27 **e)** The contract between the School and the ESP shall require that the ESP
28 disclose to the School and the Sponsor, any affiliations with individuals or
29 entities (e.g. lessors, vendors, consultants, etc.) doing business with the
30 School.
- 31 **f)** The contract shall obligate the School to pay the ESP a reasonable,

1 specific fee for services.

2 g) Any default or breach of the terms of this Contract by the ESP shall
3 constitute a default or breach by the School under the terms of the
4 Contract between the School and Sponsor.

5 2) **Submission of ESP Agreement:** The contract between the ESP and the School
6 shall be submitted to the Sponsor prior to the approval of the School's Contract,
7 or at the time an ESP is contracted.

8 3) **Amendments to ESP contract:** All proposed amendments to the contract
9 between the ESP and the School should be submitted in advance to the Sponsor
10 for review if possible. A copy of the amended ESP agreement shall be provided
11 to the Sponsor within five (5) days of execution.

12 4) **ESP Contract Amendments:** If the School and the ESP amend their contract in a
13 manner that results in a material change to the charter, this Contract will require
14 modification through the contract amendment process.

15 5) **Change of ESP:** If the School changes ESP companies, Contract modification
16 may be required.

17 18 **SECTION 12: HUMAN RESOURCES**

19 A) **Hiring Practices:** The School agrees to implement the practices and procedures for
20 hiring and dismissal; policies governing salaries, contracts, and benefit packages; and
21 targeted staff size, staffing plan, and projected student-teacher ratio as described in the
22 Application. The School shall implement the plan, policies and procedures including how
23 the School will determine whether any potential employees are related to ESP owners or
24 employees or to governing board members, as described in the Application. The School
25 shall hire its own employees, and shall submit to the Sponsor annual written strategies
26 the School will use to recruit, hire, train, and retain qualified staff. The School agrees
27 that its employment practices shall be nonsectarian and nondiscriminatory.

28 1) **Reporting Staffing Changes:** The School shall provide the Sponsor with the
29 names and social security numbers of all applicants the School is interested in
30 employing and of all employees within fifteen (15) days of the first day of school
31 each year. The School shall provide the Sponsor copies of monthly payroll

1 rosters as directed. The payroll rosters shall all indicate the payroll period, hire date
2 of employee, the number of days that each individual was paid for, and the daily
3 rate of each salary or the total amount paid to each individual during that period.
4 Failure to provide this information in a timely manner shall constitute a breach of
5 this Contract and good cause to terminate the Contract. The School shall use the
6 Sponsor's electronic data processing system and procedures for the processing
7 staff information. The Sponsor shall provide the School with appropriate access to
8 the Sponsor's data processing system. The School shall provide hardware and
9 related infrastructure.

10 **2) Non-Discriminatory Employment Practices:** The governing board shall provide
11 equal opportunity in employment, in accordance with Title VII and the Sponsor's
12 antidiscrimination rules and policies.

13 **3) Teacher Certification and Highly Qualified:** The School agrees to provide
14 reasonable demonstration of the professional experience or competency of those
15 individuals or organizations employed or retained to provide professional
16 services. All instructional staff, including substitutes and paraprofessionals,
17 employed by or under contract to the School shall be certified as required by
18 Chapter 1012, F.S., and shall meet all requirements for highly qualified
19 instructional personnel as defined by NCLB. In the event that the School receives
20 ESEA Title I, Part A funding, then the School shall comply with all applicable
21 requirements as described in Title I of that law, including but not limited to
22 credential requirements for teachers and education paraprofessionals. In
23 compliance with those requirements, the School's teachers shall be certified and
24 teaching in-field, and the School's paraprofessionals shall have attained at least
25 two years of college education or have passed an equivalent exam. The School
26 may employ or contract with skilled selected non-certified personnel to provide
27 instructional services or to assist in instructional staff members as education
28 paraprofessionals in the same manner as defined in Chapter 1012 and as provided
29 by State Board of Education rule for charter school governing boards; however, in
30 order to comply with NCLB requirements, all teachers in core academic areas
31 must be certified/qualified based on Florida Statutes and highly qualified as

1 required by NCLB. The School agrees to disclose to the parents of its students
2 the qualifications of instructional personnel hired by the School. Staff
3 resumes/biographies shall be available to parents/guardians and community
4 members upon request. The School shall provide continuing professional
5 development programs for its teachers.

6 **a)** The School shall not employ an individual for instructional services if the
7 individual's certification or licensure as an educator is suspended or
8 revoked by this or any other state. The School shall monitor teacher
9 certification and ensure that teachers maintain their certification current at
10 all times. Temporary instructors employed by the School must have a
11 current substitute teaching certificate issued by the Sponsor.

12 **b)** The School shall not employ an individual who has resigned in lieu of
13 disciplinary action or who has been dismissed by any school district based
14 on allegations of violation of law, or Chapter 6B-1.001, Code of Ethics of
15 the Education Profession in Florida, or Chapter 6B-1.006, Principles of
16 Professional Conduct for the Education Profession in Florida.

17 **c)** If the School fails to meet applicable requirements to hire certified and
18 highly qualified staff, the School shall be responsible for reimbursement
19 of any funding lost or other costs attributable as a result of the School's
20 non-compliance.

21 **4) Fingerprinting and Background Screening**

22 **a)** Pursuant to Sections 1012.32(2)(a), 1012.465, 1012.56(9), and 435.04,
23 F.S., and the Jessica Lunsford Act, the School shall fingerprint for level 2
24 screening of all applicants, for instructional and non-instructional
25 positions, that the School is interested in employing. Additionally, the
26 School agrees that each of its employees, representatives, agents,
27 subcontractors, or suppliers who are permitted access on school grounds
28 when students are present, who have direct contact with students or who
29 have access to or control of school funds must meet level 2 screening
30 requirements as described in Sections 1012.32, 1012.465, 1012.56(9), and
31 435.04, F.S.

- 1 **b)** The School or the applicant shall bear any and all costs associated with the
2 required fingerprinting and level 2 background screening, including but
3 not limited to, annually recurring costs to retain fingerprints of employees
4 on file with the Florida Department of Law Enforcement. The results of
5 the fingerprint reports shall be provided to the Sponsor.
- 6 **c)** The School shall not hire School employees prior to the Sponsor’s receipt
7 and review of the fingerprinting and level 2 background screening results
8 of the charter school applicants from the Florida Department of Law
9 Enforcement and the Federal Bureau of Investigation. Potential School
10 employees shall submit official court dispositions for criminal offenses of
11 moral turpitude listed as part of their fingerprint results. School shall
12 ensure volunteers are screened as required by Section 943.04351 F.S. The
13 School shall disqualify instructional personnel and school administrators,
14 as defined in Section 1012.01, F.S., from employment in any position that
15 requires direct contact with students if the personnel or administrators are
16 ineligible for such employment under Section 1012.315, F.S. The School
17 shall not hire applicants whose fingerprint check and level 2 screening
18 results reveal non-compliance with standards of good moral character.
19 Noncompliance shall constitute good cause to terminate this contract.
- 20 **d)** The School will establish and maintain an alcohol and drug-free
21 workplace, pursuant to the Drug-Free Workplace Act of 1988, 41 USC §
22 701 et seq. and rules at 34 CFR Part 85 Sub-Part F. In addition, the School
23 will comply with applicable Sponsor policy regarding drug and alcohol
24 testing. The School shall conduct general drug screening on all applicants
25 for instructional and non-instructional positions with the School, including
26 contracted personnel. A negative drug screening result shall be a
27 requirement and prerequisite for employment. The cost of drug screening
28 shall be borne by the School or the applicant. If the School employs
29 persons to operate commercial motor vehicles, it will comply with the
30 requirements of the Omnibus Transportation Employee Testing Act of
31 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382

and Section 1012.45, Florida Statutes.

B) Employment Practices

1) **Statutory Prohibition and Required Disclosure regarding Hiring of**

Relatives: The School and its employees shall comply with state law prohibiting the employment of relatives which prohibits the appointment, employment, promotion, or advancement, or the advocacy for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control of an individual who is a relative.

2) **Self-Reporting of Arrests:** The School shall require all instructional employees who hold Department of Education teaching certificates to self-report within 48 hours to appropriate authorities any arrest and final dispositions of such arrest other than minor traffic violations.

3) **Code of Ethics:** The School shall require that its employees 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. The School shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators that comply with the requirements of the Ethics in Education Act. The School shall be responsible for the investigation and discipline of any School employee who may be in violation of these regulations. Knowing failure to comply with the provisions of the Ethics in Education Act shall terminate this Charter.

4) **Personnel Policy:** Attached is the School's policy for selecting and employing personnel as Appendix C.

5) **Collective Bargaining:** School employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing School District collective bargaining unit as determined by the structure of the School.

6) **Immigration Status:** The School shall employ only individuals legally authorized to work in the United States pursuant to federal immigration laws and

1 USCIS regulations.

- 2 7) **Employee Discipline:** The School shall discipline its employees pursuant to state
3 law and rules and any applicable federal laws. The School shall apply thorough,
4 consistent, and even-handed procedures in disciplinary actions. Terminated
5 employees are entitled to receive compensation for the time they have been
6 employed.
- 7 8) **Employee Evaluation:** The School shall annually evaluate all instructional
8 employees pursuant to state law.
- 9 9) **Personnel Files:** The School shall maintain personnel files for all persons
10 employed by the School. Such files shall be maintained by the School at a readily
11 accessible location in St. Lucie County, Florida and shall be open to public
12 inspection as provided by law. All School employees will be evaluated by the
13 School.
- 14 10) **Substitute Teachers:** The School has the option of using substitute teachers
15 from the Sponsor's substitute teacher list, if agreed to by Sponsor and School. If
16 the School exercises this option, it must pay the same rate as the Sponsor, and pay
17 all wages directly to the substitute teacher.
- 18 11) **Complaints against Employees:** The School shall promptly undertake a
19 preliminary investigation of any complaint against a School employee to
20 determine whether there is probable cause to proceed further. The School shall
21 provide to the Sponsor a copy of each complaint against any employee and shall
22 provide to the Sponsor a copy of the report of the preliminary investigation of
23 such complaint within three (3) business days of completion of the preliminary
24 investigation. As required by Section 1012.796, F.S.:
- 25 a) If allegations against a School employee who is certified under Section
26 1012.56, Florida Statutes, and who is employed in an educator-certified
27 position show that a violation occurred as provided in Section 1012.795,
28 F.S., and defined by rule of the State Board of Education, the School shall
29 file in writing with the FDOE a legally sufficient complaint and shall
30 provide a copy to the Sponsor. Such filing shall be made within 30 days
31 after the date on which the subject matter of the complaint came to the

1 attention of the School. The School shall include with its filing all known
2 information relating to the complaint.

- 3 b) If the misconduct alleged in the complaint affects the health, safety, or
4 welfare of a student, the School shall take such steps as necessary to
5 remove the employee from direct contact with students pending
6 completion of proceedings before the FDOE.

7 **C) Sponsor Training of School's Employees**

8 **1) Participation and Cost for Training Activities**

- 9 **a) Participation in federally funded training:** Training activities that are
10 federally funded that are provided by the Sponsor shall be made available
11 to School's employees on a space available basis without any charge to
12 the School other than any charges that are also incurred by the Sponsor for
13 the participation of the Sponsor's employees. Training activities that are
14 federally funded that are provided by the School shall be made available
15 to Sponsor's employees on a space available basis without any charge to
16 the Sponsor other than any charges that are also incurred by the School for
17 the participation of the School's employees.

- 18 **b) Participation in non-federally funded training:** Training activities shall
19 be made available by the Sponsor to School's employees on a space
20 available basis and, the School shall pay all of the additional costs
21 associated with the participation of the School's employees in such
22 training activities at the same rates and reimbursement methodologies
23 currently charged to the Sponsor for the participation of the Sponsor's
24 employees. Training activities shall be made available by the School to
25 Sponsor's employees on a space available basis and, except in instances of
26 federally funded training, the Sponsor shall pay all of the additional costs
27 associated with the participation of the Sponsor's employees in such
28 training activities at the same rates and reimbursement methodologies
29 currently charged to the School for the participation of the School's
30 employees.
31

1 **1) Time to Submit:** At least thirty (30) days prior to the initial opening day of
2 classes, the School shall furnish the Sponsor with fully completed Certificate(s)
3 of Insurance signed by an authorized representative of the insurer(s) providing all
4 required coverage, 30 calendar days prior to the initial opening day of classes.

5 **2) Notification of Cancellation:** The School shall notify the Sponsor in writing of
6 cancellation of insurance within ten (10) days of the cancellation.

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

11 **C) Drug-Free Workplace:** The School shall be a drug-free workplace pursuant to the
12 Sponsor's rules.

13 **D) Entire Agreement:** This Contract shall constitute the full, entire, and complete
14 agreement between the parties. All prior representations, understandings, and
15 agreements whether written or oral are superseded and replaced by this Contract. This
16 Contract may be altered, changed, added to, deleted from, or modified only through the
17 voluntary, mutual consent of the parties in writing. Any amendment to this Contract
18 shall be agreed to in writing and executed by both parties. No amendment may alter the
19 grade levels served by the School or alter eligibility for enrollment, unless the school is
20 designated a high-performing school as provided by law.

21 **E) No Assignment:** This Contract shall not be assigned in whole or in part by either party.
22 The School may, without the consent of the Sponsor, enter into contracts for services
23 with an individual or group of individuals or organized as a partnership or cooperative so
24 long as the School remains ultimately responsible for those services as set forth in this
25 Contract. The School may not assign to any person or other entity its right to receive
26 from the Sponsor revenue payable under this Contract.

27 **F) No Waiver:** No waiver of any provision of this Contract shall be deemed or shall
28 constitute a waiver of any other provision unless expressly stated. The failure of either
29 party to insist in any one or more instances upon the strict performance of any one or
30 more of the provisions of this Contract shall not be construed as a waiver or
31 relinquishment of the term or provision, and the same shall continue in full force and

1 effect. No waiver or relinquishment to any provision of this Contract shall be deemed to
2 have been made by either party unless in writing and signed by the parties.

3 **G) Default:** Non-compliance with any of the terms and conditions of this Contract shall
4 constitute good cause for termination.

5 **H) Survival Including Post-Termination:** All representations and warranties made in this
6 contract shall survive termination of this contract.

7 **I) Severability:** If any provision or any section of this Contract is determined to be
8 unlawful, void or invalid, that determination shall not affect any other provision or any
9 section of any other provision of this Contract and all remaining provisions shall continue
10 in full force and effect. In the event any provision of the charter is determined by a court
11 of competent jurisdiction to be illegal or unenforceable, then such unenforceable or
12 unlawful provision shall be excised and the remainder of the charter will continue in full
13 force and effect. Notwithstanding the foregoing, if the result of the deletion of such
14 provision will materially and adversely affect the rights of a party hereunder, such party
15 may elect, at its option, to terminate the charter in its entirety.

16 **J) Third Party Beneficiary:** This Contract is not intended to create any rights of a third
17 party beneficiary. This clause shall not be construed, however, as contrary to any
18 statutory or constitutional right possessed by a member of the community, a student, or
19 parent/guardian of a student of the School.

20 **K) Choice of Laws:** This Charter is made and entered into in the State of Florida and shall
21 be interpreted according to the laws of that state. St. Lucie County, Florida, shall be the
22 proper venue for any litigation arising under this Charter. The School and Sponsor,
23 respectively, shall adhere to any additional requirements applicable to charter schools
24 and their sponsors, respectively, under state law or as mandated by the Florida
25 Department of Education or any other agencies regulating the School.

26 **L) Notice:** All notices to be given hereunder shall be in writing, and all payments to be
27 made hereunder shall be by check, and may be served by hand delivery, express delivery
28 or by depositing the same in the United States mail addressed to the party to be notified,
29 postpaid, and certified with return receipt requested. Notice given in any manner shall be
30 effective only if and when received by the party to be notified. All notices to be given to
31 the parties hereto shall be sent to or delivered at the addresses set forth below:

1
2 If to Sponsor: Superintendent
3 School District of St. Lucie County, Florida
4 4204 Okeechobee Road
5 Fort Pierce, FL 34947
6 Telephone: (772) 429-3925
7 Facsimile: (772) 429-3916
8

9 With copy to: Daniel B. Harrell, Esquire
10 TD Bank Building
11 1600 South Federal Highway, Suite 200
12 Fort Pierce, FL 34950
13 Telephone: (772) 464-1032 ext. 1010
14 Facsimile: (772) 464-0282
15

16 If to School: Imagine-St. Lucie County, LLC, d/b/a Imagine-Nau Charter School
17 Governing Board Chairperson
18 4402 SW Yamada Dr.
19 Port St. Lucie, FL 34953
20

21 With copy to: Imagine - Nau Charter School
22 Principal/School Director
23 4402 SW Yamada Dr.
24 Port St. Lucie, FL 34953
25

26 With copy to: Melissa Gross-Arnold, Esq., B.C.S.
27 Arnold & Sichts
28 6279 Dupont Station Ct.
29 Jacksonville, FL 32217
30

31 By giving the other party at least fifteen (15) days written notice thereof, each party shall
32 have the right to change its address and specify as its new address for the purpose hereof
33 any other address in the United States.

34 **M) Authority:** Each of the persons executing this Contract represent and warrant that they
35 have the full power and authority to execute the Contract on behalf of the party for whom
36 he or she signs and that he or she enters into this Contract of his or her own free will and
37 accord and with his or her own judgment, and after consulting with anyone of his or her
38 own choosing, including but not limited to his or her attorney. The School and the
39 Sponsor both represent that they have been represented in connection with the

1 negotiation and execution of this Contract and they are satisfied with the representation.

2 **N) Conflict/Dispute Resolution**

3 **1) Dispute Resolution Procedure:** Subject to the applicable provisions of Section
4 1002.33, F.S., as amended from time to time, all disagreements and disputes
5 relating to or arising out of the Charter (excepting non-renewals or terminations)
6 which the Parties are unable to resolve informally, may be resolved according to
7 the following Dispute Resolution process, unless otherwise directed or provided
8 for in the aforementioned statute. It is anticipated that a continuing policy of
9 open communication between the Sponsor and the School will prevent the need
10 for implementing a conflict/dispute resolution procedure. The Sponsor and the
11 School agree that the existence and details of a dispute notwithstanding, both
12 parties shall continue without delay their performance hereunder, except for any
13 performance which may be directly affected by such dispute. The Dispute
14 Resolution procedure is as follows:

- 15 **a)** Informal discussion shall commence between representatives of the
16 School and the Sponsor regarding the particular issue(s) in question. If the
17 matter is not resolved, either party may elect to forward the issue(s) to the
18 next step.
- 19 **b)** Written notice by the School or Sponsor outlining the nature of an
20 identified problem in performance or operations not being met or
21 completed to the satisfaction of either party. If the matter is not resolved at
22 this step, either party may elect to forward the issue to the next step.
- 23 **c)** A publicly noticed meeting open to the public between the governing
24 board of the School and the Sponsor's representatives to discuss the
25 issue(s) and resolution of same, and any proposed modification or
26 amendments to the terms and conditions of this Charter. If the matter is
27 not resolved at this step, either party may elect to forward the issue(s) to
28 the next step.
- 29 **d)** An item will be placed upon the agenda of the Sponsor's regular meeting
30 to enable the Sponsor to render a final decision regarding the issue(s) that
31 are in dispute.

1 e) If all efforts at agreement within a reasonable time are unsuccessful, the
2 parties will have recourse to their available legal remedies.

3 **2) School Stakeholder Conflicts:** All conflicts between the School and the
4 parents/legal guardians of the students enrolled at the School shall be handled by
5 the School. Parents/legal guardians shall have the right to be heard by the
6 School's governing board if the conflict is not resolved by the School. Evidence
7 of each parent's/guardian's acknowledgment of the School's Parent Conflict
8 Resolution Process shall be available for review upon request by the Sponsor.

9 **3) Contractual Priority:** In the event of any conflict between the provisions of this
10 Contract and any Appendix, this Contract shall prevail.

11 **O) Citations:** Whenever reference is made to a statutory law, rule or regulation herein,
12 such reference shall mean such law, title or regulation as it may be from time to time
13 amended. The parties agree to work together to amend this Charter in the event the
14 Charter School Legislation is amended.

15 **P) Headings:** headings in the Contract are for convenience and reference only and in no
16 way define, limit, or describe the scope of the Contract and shall not be considered in the
17 interpretation of the Contract or any provision hereof.

18 **Q) Further Assurances.** Whenever any review or approval is required by any party
19 hereunder, such party agrees that such review or approval will be promptly and
20 expeditiously prosecuted to conclusion. The parties hereto agree to execute any and all
21 further instruments and documents, and take all such action as may be reasonably
22 required by either party to effectuate the terms and provisions of this Charter and the
23 transactions contemplated herein.

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

26 **S) Authorization.** Each of the persons executing this Charter has the full power and
27 authority to execute the Charter on behalf of the party for whom he or she signs.

28 **T) Binding Effect.** Each and all of the covenants, terms, provisions and charter shall be
29 binding upon the inure to the benefit of the parties hereto and their respective assigns,
30 successors, subsidiaries, affiliates, holding companies and legal representatives, as
31 allowed in the Charter.

- 1 **U) Legal Representation.** The parties acknowledge that each has been represented by legal
2 counsel in connection with the negotiation and execution of this Charter and each is
3 satisfied with the legal representation it received.
- 4 **V) No Partnership.** It is understood and agreed that nothing contained in the Charter shall
5 be deemed or construed as creating a partnership or joint venture between the Board and
6 charter or any other party, or cause either party to be responsible in any way for the debts
7 and obligations of the other party.
- 8 **W) Employee Status.** Any contract entered into by the School and a third-party must
9 provide that the third party is not a public employee and is not entering into a contract
10 with the Sponsor.
- 11 **X) Gender, etc.** Unless the context clearly indicates to the contrary, words singular or
12 plural in number shall be deemed to include the other, and pronouns having a neuter,
13 masculine, or feminine gender shall be deemed to include the others.
- 14 **Y) Cumulative Rights.** All rights, powers, remedies, benefits, and privileges available
15 under any provision of this Charter to any party hereunder is in addition to any
16 cumulative of any and all rights, powers, remedies, benefits, and privileges available to
17 such party under all other provisions of this Charter, at law or in equity.
- 18 **Z) No Construction Against Drafter.** Each of the parties here to has been represented by
19 legal counsel who have had ample opportunity to, and have, participated in the drafting
20 of this Charter. Therefore, this Charter shall not be construed more favorably or
21 unfavorably against any party.
- 22 **AA) Waiver of Jury Trial.** The parties waive trial by jury in the event of any litigation
23 between the parties regarding any matter related to this Charter or the School.
- 24 **BB) Mediation.** Any conflict arising out of this Charter may proceed to non-binding
25 mediation pursuant to Section 1002.33(6)(h), Florida Statutes. If an agreement is not
26 reached through mediation, the issue may proceed to the appropriate judicial forum.
- 27 **CC) Attorneys' Fees.** In the event of any conflict, each party shall bear the costs of its own
28 attorneys' fees.
- 29 **DD) Incorporation of Application and Policy.** This Charter incorporates by reference all
30 representations made in the Application and amendments thereto and all requirements in
31 set forth in the Sponsor's Policy 3.90. The School agrees to meet all such representations

1 in its Application and fulfill all requirements of Policy 3.90.
2 **EE) Action Regarding the Status of the Charter** . The Sponsor shall have sole
3 responsibility to take any action to enforce this Charter or affect the status of the Charter.
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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST: IMAGINE-ST. LUCIE COUNTY, LLC, on behalf of
IMAGINE - NAU CHARTER SCHOOL

By: _____ Date _____ By: _____ Date _____
Signature of Secretary Signature of Board Chair

Name: _____ Name: _____
Secretary Board Chair

ATTEST: THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA

By: _____ Date _____ By: _____ Date _____
_____, Chair
Superintendent and Ex-Officio Secretary

LIST OF APPENDICES

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- 5 Appendix B – Parent Contract
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1 ACKNOWLEDGMENT, CONSENT, AND JOINDER OF
2 IMAGINE SCHOOLS NON-PROFIT, INC.

3
4 IMAGINE SCHOOLS NON-PROFIT, INC., a Virginia non-profit corporation authorized
5 to do business in the State of Florida (“Member”), and the sole member of Imagine-St. Lucie
6 County, LLC, a Florida limited liability company (“School”), hereby acknowledges, consents to,
7 and for the purposes necessary joins in this Charter School Contract with the School Board of St.
8 Lucie County, Florida, solely for the purpose of ensuring the School’s compliance with the
9 requirements of the Charter that the School organize as, or be operated by, a nonprofit
10 organization.

11
12 Dated this ___ day of _____, 2013.

13
14 IMAGINE

SCHOOLS NON-PROFIT, INC.

15
16
17 By: _____

18 Print Name: _____

19 Title: _____

20
21 * * *

22
23
24 STATE OF _____

25 COUNTY OF _____

26
27 The foregoing instrument was acknowledged before me this ___ day of _____,
28 2013, by _____, as _____ of
29 Imagine Schools Non-Profit, Inc. He/She is personally known to me, or has produced
30 _____ as identification and did did not take an oath.

31
32
33
34 [Notary Seal] _____

35 Notary

Public-State of _____

36 Print

Name: _____

37 My

commission expires: _____