

1 **CHARTER SCHOOL CONTRACT**

2
3 **BETWEEN**

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

6
7 **AND**

8
9 **RENAISSANCE CHARTER SCHOOL, INC.**

10 **FOR**

11 **RENAISSANCE CHARTER SCHOOL AT TRADITION**

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19 **History:**

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21 Application: September 25, 2012

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23 Contract: February 12, 2013

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THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA
RENAISSANCE CHARTER SCHOOL
CHARTER SCHOOL CONTRACT

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1 **Deadline for Submission of Pre-Opening Checklist Items:** No later than
2 two (2) weeks prior to the initial use of the facility by the school, the
3 school shall have an approved contract and provide evidence of all
4 necessary permits, licensing, zoning, use approval, facility certification
5 and other approvals required for use of the facility by the local
6 government. In the event of the School’s failure to provide evidence of at
7 least temporary approvals, or if approvals are not reasonably immanent
8 and assured to occur prior to the first day of classes, the contract shall be
9 automatically deferred for one (1) year, and the term shall commence on
10 the first day of the 2014-2015 school year and end on June 30, 2018. In the
11 event that the Contract term has been previously deferred, the Contract
12 shall automatically terminate and be of no further force or effect, and the
13 School may make a new application to the Sponsor.

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

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

29 **a)** Title VI of the Civil Rights Acts of 1964 which prohibits discrimination
30 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

1 is amended, it shall be updated to comply with current School Board Rules and
2 standard contract.

3 **7) Charter Renewal**

4 **a)** Prior to renewal of this charter, the Sponsor shall perform a program
5 review to determine the level of success of the school's current academic
6 program, achievement of the goals and objectives required by state
7 accountability standards and successful accomplishment of the criteria
8 under Section 1002.33(7)(a), F.S., the viability of the organization,
9 compliance with the terms of the charter, and that none of the statutory
10 grounds for nonrenewal exist.

11 **b)** Any charter school seeking renewal shall be required to complete a charter
12 renewal application and the sponsor's renewal process. The application
13 shall include documentation for the items listed above.

14 **c)** Renewals shall be for a term of five (5) years unless a longer term
15 is mutually agreed upon. Upon approval, the contract will be renewed
16 following the contract negotiation process which shall be based upon the
17 current School Board Rules and standard contract.

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

20 **1) General**

21 **a)** The School shall implement its educational and related programs as
22 specified in the School's approved Application (Appendix A), including
23 the School's curriculum, the instructional methods, any distinctive
24 instructional techniques to be used, and the identification and acquisition
25 of appropriate technologies needed to improve educational and
26 administrative performance, which include a means for promoting safe,
27 ethical, and appropriate uses of technology which comply with legal and
28 professional standards. The School shall ensure that reading is a primary
29 focus of the curriculum and that resources are provided to identify and
30 provide specialized instruction for students who are reading below grade

1 level. Further, the curriculum and instructional strategies for reading shall
2 be consistent with applicable State and Federal Standards and grounded in
3 scientifically-based reading research. Updates, revisions, and/or changes to
4 the curriculum programs described in the Application and as requested by
5 the Sponsor as a condition of the Application's approval are incorporated
6 as part of the approved Application included as Appendix A. Any request
7 to change the School's curriculum must be submitted to the Sponsor in
8 writing, comply with all applicable laws and be approved by the Sponsor
9 before the changes are implemented. The School shall meet the following
10 objectives as required by Section 1002.33, F.S.

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

- 20 b) The School agrees to adopt and implement with fidelity, the Sponsor's K-
21 12 Reading Plan unless it has chosen to use an alternate research-based
22 core reading plan. The School will not use the Sponsor's K-12 Reading
23 Plan. If applicable, the School's adopted research-based core reading plan
24 is attached as Appendix B.

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

26 This Contract may be cancelled or terminated during its term for any reason specified in
27 law and/or this Contract. Notices of non-compliance, termination, cancellation and
28 default may be issued by the Sponsor's Superintendent or the Superintendent's designee.

- 29 **1) Reasons for Termination/Non-Renewal:** The Sponsor may choose to terminate
30 the Contract during its term or not renew the Contract at the end of the current

1 term, for any of the following reasons:

- 2 a) failure by the School to meet the requirements for student performance
3 state in this Charter; or failure to accomplish the purpose of a charter
4 school stated in Section 1002.33, F.S.
- 5 b) failure by the School to participate in the state’s education accountability
6 system created in Section 1008.31, F.S., as required in this section;
- 7 c) failure to meet generally accepted standards of fiscal management, which
8 includes but is not limited to, a negative fund balance for three consecutive
9 months (not including the first three months of operation) in any
10 governmental fund as reported in a budget or audit report; negative net
11 assets as reported in a budget or audit report; failure to meet generally
12 accepted accounting principles; failure to timely provide an annual audit or
13 for the annual audit to comply with the requirements specified in this
14 Charter or Sponsor Policy 3.90; failure to timely submit financial reports
15 or other reports required by Section 1002.33(9), F.S.; improper
16 expenditure of grant funds; failure to maintain required insurance; failure
17 to correct audit findings within sixty (60) days; failure by the School to
18 meet its financial obligations; and the School’s willful or reckless failure
19 to manage public funds in accordance with the law;
- 20 d) violation of federal, state, or local law by the School or Sponsor Policy
21 3.90 by the School; or
- 22 e) any other good cause shown, including but not limited to any action by the
23 School that is detrimental to the health, safety, or welfare of the School
24 students and any material breach of this Charter.

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

- 27 a) receipt by the School of a state-designated grade of “F” in any two (2) of
28 four (4) years (schools that receive a school improvement designation of
29 “Declining” will also be considered the equivalent to an “F” grade);

- 1 **b)** material failure to comply with the goals and outcomes of any School
2 Improvement Plan/Accountability Plan developed for the School;
- 3 **c)** a failure by the School to make contributions to the Florida Retirement
4 System (FRS), if the School has elected to participate in the FRS;
- 5 **d)** a failure by the School to pay payroll taxes to the Internal Revenue
6 Service;
- 7 **e)** the School’s filing for voluntary bankruptcy, adjudication of bankruptcy or
8 of insolvency, or other state of financial impairment such that the School
9 can no longer operate or is no longer economically viable;
- 10 **f)** the School’s failure to comply with maximum class size requirements, to
11 the extent said requirements are applicable to charter schools;
- 12 **g)** an action by the School resulting in a charge, loss, or penalty to the
13 Sponsor that is not promptly compensated by the School;
- 14 **h)** the School’s violation of any court order;
- 15 **i)** a criminal conviction upon matters involving the School against either the
16 School’s Governing Board, its members (collectively or individually), or
17 by the management company, if any, contracted by the School;
- 18 **j)** failure by the School to submit and comply with a corrective action plan,
19 required by statute;
- 20 **k)** the School’s failure to submit to the Sponsor a financial recovery plan with
21 the appropriate supporting documents that is determined by the Sponsor to
22 be acceptable within thirty (30) days following a determination of financial
23 emergency pursuant to Section 218.503, F.S.; or failure to implement any
24 financial recovery plan approved by the Commissioner of Education
25 pursuant to Section 218.503, F.S.; or failure by the School to provide
26 periodic progress reports as required by the financial recovery plan as
27 determined by the Sponsor;
- 28 **l)** the School’s receipt of a finding of financial emergency, pursuant to
29 Section 218.503, F.S., for two consecutive years or more than once during
30 any one fiscal year;

- m) a finding that the School or its representative have perpetrated a material fraud upon the Sponsor or made material intentional misrepresentations in the Application;
- n) the School’s failure to comply with the education goals established by Section 1003.05, F.S., pertaining to assistance to transitioning students 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.; 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
- p) 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, including material failure to meet academic standards set forth the Application within the first or any subsequent school year;
- d) failure to timely submit reports/documents required by this Charter or by applicable statute, rule or policy;

- 1 **e)** the School’s failure to obtain proof of consent to enroll each student from
2 the student’s parent/guardian or from the student if the student is eighteen
3 (18) years of age or older;
- 4 **f)** the School’s failure to achieve and maintain the minimum student
5 enrollment set forth in the Application unless the parties mutually agree
6 upon a modification of the specified minimum enrollment where such
7 enrollment supports the School’s operations as supported by a modified
8 budget approved by the School’s Governing Board;
- 9 **g)** the School’s failure to fulfill all the requirements for highly qualified
10 instructional personnel as defined by the No Child Left Behind Act
11 (“NCLB”);
- 12 **h)** the School’s failure to timely submit the School Improvement Plan to the
13 Sponsor, as required herein and by State law;
- 14 **i)** the School’s failure to participate in all state assessment programs;
- 15 **j)** the School’s failure to use records and grade procedures that adequately
16 provide the information required by the Sponsor;
- 17 **k)** the School’s failure to allow the Sponsor reasonable access to facilities
18 and records to review data sources, including collection and recording
19 procedures;
- 20 **l)** the School’s failure to provide exceptional student education (“ESE”)
21 students and English Language Learners (“ELL”) with programs and
22 services in accordance with the provisions of this Charter and federal and
23 state laws;
- 24 **m)** the School’s failure to comply with the Florida Building Code (including
25 Chapter 533, F.S.) and the Florida Fire Prevention Code, including
26 reference documents, applicable state laws and rules, and federal laws and
27 rules;
- 28 **n)** the School’s failure to comply with all applicable laws, ordinances and
29 codes of federal, state and local governance including, without limitation,
30 the Individuals with Disabilities Education Act (“IDEA”);

- 1 o) the School’s failure to obtain and maintain all necessary licenses, permits,
2 zoning, use approval, facility certifications, and any other approval
3 required by the local government or any other governmental authorities
4 having jurisdiction at any time during the term of this Charter;
- 5 p) a failure by the School to comply with background screening, including
6 the payment of all associated costs, and other requirements set forth herein
7 and in Section 1002.33(12)(g), Florida Statutes;
- 8 q) failure to comply with the School’s ethics policy a provided herein;
- 9 r) material violation of the School’s corporate by-laws; or
- 10 s) material violation of the School’s security procedures.

11 **4) Non-Renewal/90-day Termination**

- 12 a) **Cure:** This Charter may be terminated or non-renewed for any of the
13 reasons set forth in 1.D.1), 2), and 3) above. The Sponsor shall give
14 written notice by facsimile transmission, hand delivery, or U.S. Certified
15 Mail, Return Receipt Requested (in its option) of any such emergent
16 default and the School shall have thirty (30) calendar days to cure such
17 emergent default, which period may be extended at the sole discretion of
18 the Sponsor if reasonable progress is being made by the School to cure.
- 19 b) **Sponsor Notification Responsibilities:** At least ninety (90) days prior to
20 non-renewal or termination of the Contract, the Superintendent or designee
21 shall notify the Chair of the School’s governing board in writing by
22 facsimile transmission, hand delivery, or U.S. Certified Mail, Return
23 Receipt Requested (in its option). The notice shall state in reasonable
24 detail the grounds for non-renewal or termination and stipulate that the
25 School’s governing body may, within 14 calendar days after receiving the
26 notice, request a hearing before the Sponsor. The Sponsor may send in
27 financial and/or instructional experts to advise and assist the School in
28 improving the conditions stated in the notice of termination. Failure to
29 cooperate, or failure to significantly improve the noted conditions, shall
30 also constitute good cause for termination.

- 1 c) **Hearing:** If the School timely requests a hearing before the Sponsor, the
2 Sponsor shall conduct the hearing in accordance with Sections 120.569
3 and 120.57, F.S., within sixty (60) calendar days after receiving a timely
4 written request. The Sponsor shall decide upon nonrenewal or termination
5 by a majority vote, and the Sponsor’s decision shall be a final order.
- 6 d) **Final Order:** The Sponsor’s final order shall state the specific reasons for
7 the Sponsor’s decision. The Sponsor shall provide its final order to the
8 School’s governing board and the Florida Department of Education
9 (“FDOE”) no later than ten (10) calendar days after its issuance. The
10 charter school’s governing board is deemed to be the last legitimate roster
11 submitted to the Sponsor.
- 12 e) **Appeal:** The School’s governing board may, within thirty (30) calendar
13 days after receiving the Sponsor’s final order of non-renewal or
14 termination, appeal the decision pursuant to the procedure set forth in
15 Section 1002.33(8), F.S. The decision by the governing board to appeal
16 must be made in a legally advertised public meeting with a quorum
17 present. Minutes or adopted resolution documenting the action must be
18 submitted to the Sponsor and properly posted.
- 19 f) **Operation of the School:** The School’s governing board shall continue to
20 operate the school during the pendency of any appeal to the State Board of
21 Education. In that event, all provisions of this Charter shall remain in
22 effect. If the State Board of Education denies the School’s appeal, the
23 School shall close notwithstanding any further appeal to an appellate court.
24 The closing date shall be negotiated between the Sponsor and the School.

25 **E) Immediate Termination**

- 26 1) **Student Health, Safety, or Welfare:** This Charter may also be terminated
27 immediately if the Sponsor determines that an immediate and serious danger to
28 the health, safety, or welfare of the students exists. The Sponsor shall give written
29 notice by facsimile transmission or hand delivery (in its option) of any such
30 emergent default and the School shall have five (5) business days to cure such

1 emergent default. During the five (5) day cure period and thereafter, the Sponsor
2 may take such action as is reasonably necessary, including taking over operation
3 of the School, to protect the health, safety, or welfare of the students and the
4 School agrees that it shall not impede the Sponsor as it takes such action.

5 **2) Sponsor Notification Responsibilities:** The Sponsor shall notify in writing the
6 School’s governing board, the School principal and the FDOE if the Charter is
7 immediately terminated. The notice shall identify the specific issues that resulted
8 in the immediate termination including the particular facts and circumstances
9 indicating that an immediate and serious danger to the health, safety, or welfare of
10 the School’s students exists and evidence of prior notification of issues resulting
11 in the immediate termination when appropriate. The School may still be
12 terminated upon ninety (90) calendar days notice or non-renewed during the
13 pendency of an appeal of an immediate termination.

14 **3) Hearing:** The School’s governing body may, within ten (10) calendar days of
15 receiving written notice from the Sponsor, request a hearing by facsimile
16 transmission or hand delivery (in its option). If the School timely requests a
17 hearing before the Sponsor, the Sponsor shall conduct the hearing in accordance
18 with Sections 120.569 and 120.57, F.S., The Sponsor shall decide upon
19 nonrenewal or termination by a majority vote, and the Sponsor’s decision shall be
20 a final order. The Sponsor’s final order shall be issued within sixty (60) days after
21 the date of the School’s request. The final order shall state the specific reasons for
22 the Sponsor’s decision and shall be provided to the School’s governing board and
23 the FDOE within ten (10) calendar days of its issuance.

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

- 1 **5) Operation of the School:** The Sponsor shall immediately assume the operation of
2 the School upon providing the notice of immediate termination for a period of
3 time as determined solely and exclusively by the Sponsor. Nothing herein shall be
4 construed as an obligation on the part of the Sponsor to secure an extension of a
5 lease term during the pendency of an appeal or the pay with the Sponsor's funds
6 any debts incurred by the School in order to avert a foreclosure or eviction.
- 7 **6) School Access and Documentation Responsibilities:** The School shall
8 immediately give to the Sponsor all keys to the School's facilities, all security-
9 system access codes and access codes for all computers in the School's facilities,
10 all student, educational and administrative records of the School, access to the
11 school's bank accounts and public funds, storage facilities, all records,
12 information, receipts and documentation for all expenditures of public funds,
13 including but not limited to federal grants such as Title I and charter school grants,
14 and all public property. Any violation of this provision shall relieve the Sponsor
15 of its duty to operate the school.
- 16 **7) Removal of Funds or Property:** The School shall not remove any funds or
17 property purchased with either public or private funds until the Sponsor has a
18 reasonable opportunity to determine whether the funds are public or private and
19 whether the property was purchased with public or private funds. Under no
20 circumstances shall the School remove any property or funds prior to the
21 Sponsor's decision to immediately terminate. Any violation of this provision shall
22 relieve the Sponsor of its duty to operate the school.
- 23 **8) Disbursement of Funds:** The Sponsor shall only disburse charter school funds in
24 order to pay the normal expenses of the School as they accrue in the ordinary
25 course of school business. The Sponsor is not required to use its own funding
26 resources to operate the school.
- 27 **9) Employees of the School:** The School's instructional and operational employees
28 may continue working in the School during the time that the Sponsor operates the
29 School but will not be considered Sponsor employees. The Sponsor reserves the
30 right to take any appropriate personnel action regarding the School's employees.

1 **F) Post-Termination**

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

6 **2) School Furniture, Fixtures, Equipment, and Funds:** In the event the School
7 ceases operation or is dissolved, or this Charter is not renewed or is otherwise
8 terminated, any public unencumbered funds of the School shall revert to the
9 Sponsor, except for capital outlay funds. Capital outlay funds shall revert to the
10 FDOE. Any property, improvements, furnishings, and equipment purchased by, or
11 on behalf of, the School with public funds shall be delivered to the Sponsor and
12 automatically revert to full ownership by the Sponsor, regardless whether they
13 were purchased by the School or by a management company for the School. The
14 School shall not enter into any contract that would interfere with the right of the
15 Sponsor to assert title on its own behalf or on behalf of the State of Florida in the
16 event of termination of the Charter for any reason. The financial and auditing
17 personnel and staff of the Sponsor and the School shall cooperate in and
18 coordinate the proper identification and sources of funding for the property and
19 improvement, furnishings and equipment purchased for the School, and the
20 appropriate record keeping of same, during the term hereof or any extensions of
21 the Charter. The School shall keep a detailed inventory of all assets purchased
22 wholly with, or in part with, public funds in accordance with this Charter. If the
23 School's accounting records fail to clearly establish whether a particular asset was
24 purchased with public funds or non-public funds, ownership of the asset will
25 automatically revert to the Sponsor. Property and assets purchased with public
26 funds shall be defined as those goods purchased with grants and funds provided
27 by a governmental entity. Funds provided by the School and used by a
28 management company to purchase property and assets for the School are
29 considered public funds.

1 reporting procedures. Furthermore, the School agrees to administer
2 all statewide assessments according to the schedule approved for
3 the other public schools in the District.

4 **ii) Additional:** Students shall participate in all other assessments as
5 described in the Application. The School may use other assessment
6 tools in its discretion that are educationally relevant and sound, and
7 consistent with this Charter and the School’s curriculum.

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

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

1 **2) Annual**

2 **a) School Improvement Plan**

3 **i) Minimum Components of SIP**

4 1) The School’s Governing Board shall approve a School
5 Improvement Plan (“SIP”), as applicable, in each year of this
6 Charter, as required by Section 1002.33, F.S. During each year
7 of the Charter, the School agrees to include in the School
8 Improvement Plan all requirements outlined in the plan based
9 on the School’s status under school grades, NCLB,
10 Differentiated Accountability, Title I status or other state or
11 federal requirements.

12 2) The School Improvement Plan shall also contain the baseline
13 standard of achievement, the outcomes to be achieved, and the
14 methods of measurement that have been mutually agreed upon
15 in the School Accountability Plan submitted to the Sponsor.
16 The School Improvement Plan must require the clear
17 identification of source documents for data, and where
18 applicable, reliance upon the state generated disaggregated
19 data. The SIP must require annual adequate progress toward
20 accountability plan goals.

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

25 **iii) Monitoring:** The School’s governing board shall develop and
26 monitor the implementation of the School Improvement Plan.
27 Schools which fall under the State of Florida Differentiated
28 Accountability Plan will comply with all requirements as they
29 relate to the School Improvement Plan.

- 1 **b) Corrective Action:** If the School requires a SIP pursuant to Section
2 1002.33, F.S., and fails to improve its student performance from the year
3 immediately prior to the implementation of the SIP, the Sponsor shall
4 require the School to take corrective action pursuant to Section 1002.33,
5 F.S.
- 6 **c) Assessments:** Students shall participate in assessment programs as
7 described in the Application.
- 8 **i) State-Required:** All students in the School will participate in all
9 state assessment programs in which the District students in
10 comparable grades/schools participate. The School shall be
11 responsible for administering required statewide tests. The School
12 shall facilitate required alternate assessments and comply with state
13 reporting procedures. Furthermore, the School agrees to administer
14 all statewide assessments according to the schedule approved for
15 the other public schools in the District.
- 16 **ii) Additional:** Students shall participate in all other assessments as
17 described in the Application. The School may use other assessment
18 tools in its discretion that are educationally relevant and sound, and
19 consistent with this Charter and the School’s curriculum.
- 20 **iii) Support:** All School personnel involved with any aspect of the
21 testing process must have knowledge of and abide by state and
22 Sponsor policies, procedures, and standards regarding test
23 administration, test security, test audits, and reporting of test
24 results. The Sponsor shall bear the costs of state assessments, to the
25 extent provided in Section 1002.33, F.S. Additionally, the Sponsor
26 will provide consultation by its applicable district staff and those
27 services/support activities which are routinely provided to the
28 Sponsor’s staff regarding implementation of state-required
29 assessment activities (e.g., staff training, dissemination and
30 collection of materials, scoring, analysis, and summary reporting).

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

13 **3) Termination Based on School Grade:** The School shall participate in the State
14 education accountability system. The Contract shall be terminated if the School
15 receives a state-designated grade of “F” in any two years. The Contract may be
16 non-renewed or terminated if the School fails to make adequate academic progress
17 in accordance with state and federal laws. In addition to evaluating the School’s
18 success in achieving the objectives stated in the School Improvement Plan, the
19 School shall meet the state’s student performance requirements as delineated in
20 State Board of Education Rule 6A-1.09981, *Implementation of Florida’s System*
21 *of School Improvement and Accountability*, based on Sections 1001.02, 1008.33,
22 and 1008.345, F.S. This accountability criterion shall be based upon the
23 assessment systems of the School, the Sponsor, and the State. The School shall
24 use records and grade procedures that adequately provide the information required
25 by the Sponsor and comply with the State’s reporting guidelines. If applicable, the
26 School shall provide each student with a current state adopted textbook or other
27 current instructional materials in each core course, including but not limited to,
28 mathematics, language arts, science, social studies, reading, and literature,
29 pursuant to Section 1006.40(2)(a), F.S. These materials must be provided within
30 the first 2 years of the effective date of the State’s textbook adoption cycle.

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

4 **B) Student Promotion**

5 **1) Student Progression Plan**

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

11 **2) Graduation Requirements**

12 This section is left intentionally blank.

13 **3) Accreditation**

14 Secondary schools shall notify parents and students of the School’s accreditation
15 status and the implication of non-accreditation in the application, the
16 parent/student handbook, and the student contract.

17 **4) Other Assessment Tools**

18 As stated in approved Application.

19 **C) Data Access and Use**

20 **1) Access to Facilities, Records, and Data:** The School shall allow the Sponsor
21 reasonable access to its facilities and records to review data sources, including
22 collection and recording procedures, in order to assist the Sponsor in making a
23 valid determination about the degree to which student performance requirements
24 have been met as stated in the Contract, and required by Sections 1008.31 and
25 1008.345, F.S.

26 **2) Achievement Measurement:** The School agrees to implement the current
27 baseline standard of achievement, the outcomes to be achieved, and the methods
28 of measurement that have been identified in the Application, or as otherwise
29 provided by state law. The School agrees to document to the Sponsor the current
30 baseline standard of student achievement of its students, the outcome to be

1 achieved, and the method of measurement, which will be mutually agreed upon
2 and identified in the School's Curriculum. This shall include a detailed
3 description of how the baseline student achievement levels and prior rates of
4 academic progress will be established, how these baseline rates will be compared
5 to rates of academic progress achieved by these same students while attending the
6 School and, to the extent possible, how these rates of progress will be evaluated
7 and compared with rates of progress of other closely comparable student
8 populations. The Sponsor shall provide academic student performance data to the
9 School for each of their students coming from the district school system, as well
10 as rates of academic progress of comparable student populations in the district
11 school system.

12 **3) Sponsor Progress Monitoring:** Section 1002.33(5)(b), F.S., requires the Sponsor
13 to monitor and review the progress of the School towards the goals established for
14 the School. The methods used to identify the educational strengths and needs of
15 students and the educational goals and performance standards and Student
16 Achievement Objectives shall be documented and set forth to the reasonable
17 satisfaction of the Sponsor. The methods must include a process for ensuring
18 accountability to the School's constituents by analyzing student performance data
19 and by evaluating the effectiveness and efficiency of the School's educational
20 program. These accountability criteria shall be based upon the School's
21 assessment system and appropriate required statewide assessment programs, as
22 specified in the School Curriculum and other reports to the Sponsor. The parties
23 agree that the Sponsor, with reasonable notice, may schedule and perform
24 monitoring site visits at any time and up to four (4) times a year. This does not
25 preclude additional unscheduled site visits as deemed necessary by the Sponsor.
26 These site visits will monitor school operations and student performances.

27 **4) Annual Progress Reports:** The School shall timely submit an annual progress
28 report that includes, among other elements, comparative student performance data
29 and information required by 1008.345 F.S. The School shall make annual progress
30 reports to the Sponsor which, upon verification, shall be forwarded to the

1 Commissioner of Education, at the same time as other annual school
2 accountability reports are submitted. The School's annual progress report shall be
3 submitted using the Florida Department of Education uniform online annual
4 accountability report in accordance with the timeline published by the Florida
5 Department of Education each year for the immediately preceding school year.
6 The report shall contain at least the following items:

- 7 a) The School's progress toward achieving the goals outlined in its
8 application;
- 9 b) Student achievement performance data, including the information required
10 in the annual public school accountability report and the education
11 accountability system, pursuant to Sections 1008.31 and 1008.345, F.S.
12 The School shall identify reasons for any difference between projected and
13 actual student performance;
- 14 c) Financial status of the School which must include revenues and
15 expenditures at a level of detail that allows for analysis of the ability to
16 meet financial obligations and timely repayment of debt;
- 17 d) Documentation of the facilities in current use and any planned facilities for
18 use by the School for instruction of students, administrative functions, or
19 investment purposes; and
- 20 e) Descriptive information about the School's personnel, including salary and
21 benefit levels of School employees, the proportion of instructional
22 personnel who hold professional or temporary certificates, and the
23 proportion of instructional personnel teaching in-field or out-of-field.

24 **5) Automated Data System:** The Sponsor will utilize its existing automated
25 reporting system to collect data required for various reports required by the
26 Florida Department of Education. Upon request of the Sponsor, the School agrees
27 to enter the necessary data required for such reports into the Sponsor's automated
28 student data system, via electronic remote access. By the 12th day of each school
29 term, the School will enter all information required for enrollment of its students
30 into the Sponsor's student information system. The Sponsor will analyze the

1 School's facility and develop a hardware/software solution which provides the
2 School with limited access to the Sponsor's data processing facility. The School
3 will provide hardware and related infrastructures. The Sponsor will also provide
4 training for the School's personnel in the use of designated district applications
5 necessary to respond to the requirements of 1008.345, Florida Statute, including
6 the annual report and the state/district required assessment program. The
7 Sponsor's support for this function will be provided and not exceed the
8 administrative fee provided in the law. Access by the School to additional data
9 processing applications not required by law but available through the Sponsor
10 may be negotiated separately by the parties. The School may amend such data
11 prior to the first FTE count. If the School submits data relevant to FTE funding
12 that is later determined through the audit procedure to be inaccurate, the School
13 shall be responsible for any reimbursement to the State for any errors or omissions
14 for which the School is responsible. The data elements shall include but not be
15 limited to, the following:

- 16 a) ESE data;
- 17 b) Grade level assignment;
- 18 c) Required health information;
- 19 d) Required discipline codes/incident data;
- 20 e) Daily attendance;
- 21 f) Transportation;
- 22 g) Student schedules;
- 23 h) Teacher demographics;
- 24 i) Master schedule;
- 25 j) ESOL/migrant codes;
- 26 k) Grades/grading period/grading scale;
- 27 l) ERW (entry, re-entry, withdrawal) information;
- 28 m) Test scores;
- 29 n) Demographic information;
- 30 o) Academic history and transcripts;

- p) 504 data; and
- q) Student lunch information as required.

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

SECTION 3: STUDENTS

A) Eligible Students: The School shall be open to any student residing in St. Lucie County and to students in other districts with which inter-district agreements exist. Notwithstanding the foregoing, no student will be eligible for enrollment unless the student is in “good standing” with his or her regular school district. A student is not in good standing if the student is subject to expulsion or has been administratively placed in an alternative education program for disciplinary reasons.

B) Grades Served: Grades K-8.

C) Class Size: The School shall comply with maximum class size requirements as established in Art. IX, Section 1 of the Florida Constitution and Section 1003.03 F.S. If Section 1003.33(16)(b)3, F.S., is determined by judicially final and non-appealable decision to be constitutional, then the School may calculate its compliance with class size averaged at the school level, as provided by that section. The School shall comply with all class size reduction-reporting requirements imposed by the FDOE on the Sponsor. The School shall be responsible, and promptly reimburse the Sponsor, for any penalties incurred by the Sponsor as a result of the School’s non-compliance with maximum class size requirements.

D) Annual Projected Enrollment:

1) Student Enrollment: Student enrollment shall be as provided in the approved Application and shall not exceed 1,145 students in grades K-8. Following is the student enrollment breakdown by year:

- a) Year 1: – Grades K to 8 - up to 1,145 students

- b) Year 2: – Grades K to 8 - up to 1,145 students
- c) Year 3: – Grades K to 8 - up to 1,145 students
- d) Year 4: – Grades K to 8 - up to 1,145 students
- e) Year 5: – Grades K to 8 - up to 1,145 students

2) Minimum Enrollment Requirements: The School’s minimum enrollment for the first year of operation is 661. The parties agree that this enrollment supports the School operations as specified in the budget submitted with the School’s application. The parties may mutually agree upon modification of the specified minimum enrollment if such enrollment supports the School’s operations as supported by a modified budget approved by the School’s Governing Board.

3) Deferred Opening and Student Enrollment: In the event the School defers opening for a year of planning in accordance with Sponsor Policy 3.90, the student enrollment breakdown in paragraph 1 above will be adjusted to reflect the cancellation of the last year and Year 4 will reflect the maximum capacity permitted.

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

5) Maximum Enrollment Capacity: The School’s enrollment capacity shall be the maximum number of students the School may serve and shall not exceed a) the maximum enrollment set forth herein; b) the occupancy limits set forth in the School’s certificate of occupancy, certificate of use, and fire permit; and c) maximum class size reduction numbers (“Maximum Enrollment Capacity”). The School shall ensure that seats are available to accommodate all enrolled students to progress to the next grade level provided by the School without exceeding the Maximum Enrollment Capacity. Monthly payments shall be withheld, without penalty of interest, for students in excess of the Maximum Enrollment Capacity.

E) Admissions and Enrollment Plan

The School shall implement the enrollment policies and procedures and lottery process, as described in the Application. The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceeds the School’s Maximum Enrollment Capacity or the capacity of a program, class, or grade level, as set

1 forth in the Application. All qualified applicants shall have an equal chance of being
2 admitted through a random selection process. Preference may be given to siblings of
3 students enrolled in the School, a child of a member of the governing board of the School,
4 a child of an employee of the School, and a child of an active-duty member of any branch
5 of the United States Armed Forces. The School agrees that it shall develop and
6 implement strategies to achieve a diverse racial/ethnic balance reflective of the
7 “community” it serves. The School shall comply with any provisions of the Sponsor’s
8 student assignment plan concerning racial/ethnic, socioeconomic, or academic
9 achievement diversity. The School shall guarantee that its admissions policies are
10 nonsectarian. Failure to comply with these provisions constitutes good cause to terminate
11 this Contract.

- 12 **1) Provision of School Information:** The School shall provide all information about
13 the School to parents/guardians in English, Spanish and Haitian Creole.
- 14 **2) Enrollment Consent:** To enroll a student, the School must obtain proof of consent
15 from the student’s parent or guardian, or from the student if the student is eighteen
16 (18) years of age or older.
- 17 **3) Health, Safety, and Welfare:** Enrollment is subject to compliance with the
18 provisions of Section 1003.22, F.S., concerning school entry health examinations and
19 immunizations. The School agrees to comply with the Federal gun Free School Act
20 of 1994, the state’s Zero Tolerance for School Related Violent Crime regulations,
21 Florida Administrative Code Rule 6A-1.0404; and any other applicable state and/or
22 federal law pertaining to the health, safety and welfare of students.
- 23 **4) Record of Application and Enrollment:** The School must maintain a record of all
24 the students who apply to the School, whether or not they are eventually enrolled.
25 The information shall be made available to the Sponsor upon request.
- 26 **5) Enrollment Lottery and Wait List Documentation:** The School shall maintain
27 documentation of each enrollment lottery conducted, as well as any student wait lists
28 that are generated and make them available to the Sponsor upon request. Lottery
29 documentation shall clearly allow the Sponsor to verify that the random selection
30 process utilized by the School was fair to all applicants.

1 **6) Student Information:** The School may not request prior to enrollment, through
2 the application or otherwise, information regarding the student’s academic history,
3 record of standardized testing performance, juvenile or disciplinary history or
4 status, a student’s Individual Education Plan (“IEP”) or other information
5 regarding a student’s special needs.

6 **F) Maintenance of Student Records**

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

17 **2) Transfer of Student Cumulative Records:** All permanent (Category A) records
18 of students leaving the School, whether by graduation, transfer to the public
19 school system, or withdrawing to attend another school, shall be promptly
20 transferred and delivered by the School to the Sponsor’s Student Records Center,
21 4204 Okeechobee Road, Fort Pierce, Florida 34947. A copy may be maintained
22 by the School. Records of student progress (Category B) shall be immediately
23 transferred and delivered by the School to the appropriate school if a student
24 withdraws to return to the Sponsor’s school system or to another school system.
25 The School may retain copies of the departing student’s academic records created
26 during the student’s attendance at the School.

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

1 **G) Exceptional Student Education**

2 **1) Non-Discrimination:** The School agrees that it will not discriminate against
3 students with disabilities who are served in the Exceptional Student Education
4 (“ESE”) programs and students who are served in English for Speakers of Other
5 Languages (“ESOL”) programs; and it shall not violate the antidiscrimination
6 provisions of Section 1000.05, F.S. (“The Florida Education Equity Act”). The
7 School agrees it shall not discriminate in employment or any educational program
8 or activity based on race, color, religion, sex, sexual orientation, national or ethnic
9 origin, marital status, disability if otherwise qualified or any other unlawful factor.
10 The School shall adopt and implement a non-discriminatory policy regarding the
11 eligibility determination, IEP development, and placement processes. The School
12 shall adopt and implement a non-discriminatory policy regarding placement,
13 assessment, identification, selection, and admission of disabled students. The
14 School will not request a copy of a student’s Individual Education Plan (IEP) nor
15 any other student information from the parent or any other source prior to the
16 student’s completion of the application process. Nor shall the School access such
17 student information on the Sponsor’s Student Information System prior to
18 admission of the student. The School’s enrollment application will not include
19 questions concerning a student’s IEP or need for special services. Upon
20 enrollment of a student with a disability, the School will convene a meeting with
21 individuals knowledgeable about the student to evaluate the student’s individual
22 needs and determine whether the student can be provided a free, appropriate
23 public education by the School. The School will contact and consult the
24 Sponsor’s staff when it believes it may not be able to meet the needs of a disabled
25 student. Such students will be referred for enrollment at a St. Lucie County
26 District School only when School and Sponsor Staff agree the student’s
27 educational needs cannot be met at the school. A seat will be held at the school
28 for the applying student until a determination can be made.

1 **2) Sponsor Responsibilities**

2 **a)** The Sponsor shall conduct initial evaluations of students referred for
3 potential ESE placement in accordance with federal and state mandates.
4 The School agrees that the Sponsor shall perform all evaluations of
5 students initially referred for ESE placement. The School shall not be
6 billed for these services. The School may obtain private evaluations of
7 students at their expense. These evaluations may be considered in
8 determining eligibility but will not necessarily substitute for an evaluation
9 conducted by the Sponsor’s personnel in a manner and timeframe
10 consistent with that of all of the other Sponsor’s schools.

11 **b)** The Sponsor will serve as the Local Education Agency (“LEA”)
12 Representative at all eligibility staffings, until such time as the School-
13 designated LEA Representative is determined to have met the District’s
14 requirements for a LEA Representative. The Sponsor will provide a Staff
15 Person to serve as the LEA Representative when the IEP meeting is
16 considering an initial placement, a change in placement, a dismissal from
17 special education, a change in assignments, or a discontinuation of
18 services until such time as the School-designated LEA Representative is
19 determined to have met the District’s requirements for a LEA
20 Representative. The School-designated LEA Representative will receive a
21 written notification when he/she has been determined to have met the
22 District’s requirements for a LEA Representative. The Sponsor may
23 participate in IEP meetings at the School and may serve as the LEA
24 Representative when attending. If an IEP may result in the removal of a
25 student with a disability from the School, the Sponsor must be provided
26 notice to participate in the meeting at a mutually agreed time.

27 **3) School Responsibilities**

28 **a)** Students with disabilities who are enrolled in the School shall be provided
29 by the School with programs implemented in accordance with federal and
30 state laws and local policies and procedures, specifically, the Individuals

1 with Disabilities Education Act (“IDEA”), Section 504 of the
2 Rehabilitation Act of 1973; Sections 1000.05 and 1001.42(4)(1), F.S.;
3 Chapter 6A-6 of the Florida Administrative Code; the Sponsor’s
4 Rehabilitation Act of 1973 Section 504 Manual, the Sponsor’s Policies
5 and Procedures for the Provision of Specially Designed Instruction and
6 Related Services for Exceptional Students documents, Sponsor’s policies
7 relating to, “Least Restrictive Environment,” “Nondiscrimination on Basis
8 of Disability,” and sections of the Sponsor’s Student Progression Plan and
9 Code of Student Conduct dealing with students with disabilities. Failure to
10 comply with the laws and regulations regarding rights of disabled students
11 will be considered a breach of this Charter and good cause to terminate.

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

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

22 **d)** The School will utilize all of the Sponsor’s forms and procedures related
23 to monitoring and documenting response to instruction and intervention
24 activities, evaluation (when appropriate) and re-evaluation for ESE
25 eligibility, IEP development, and placement. The School will schedule and
26 conduct an IEP meeting with the students’ families at mutually agreeable
27 times for each eligible exceptional student enrolled in the School. The
28 School will make available the amount of regular education and special
29 education and related services listed on each student’s IEP. Also, the

1 School will make available appropriate least restrictive environments as
2 may be stated on the student's IEP.

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

23 f) The School will designate an LEA Representative. The School's LEA
24 Representative will participate in District LEA training and ESE
25 Department Chair meetings. The School will serve as the LEA
26 Representative at all IEP meetings for all students.

27 g) The School will make a continuum of alternative placements available to
28 students with disabilities. Students with disabilities enrolled in the School
29 will be educated in the least restrictive environment appropriate to their
30 needs, and will be segregated only if the nature and severity of the

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

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

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

21 **5) Due Process Hearing**

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

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

11 **H) Federal and State Reports**

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

16 **I) Extracurricular Activities**

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

1 **J) Dismissal Policies and Procedures**

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

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

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

19 **K) Discipline**

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

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

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

3 **L) 504 Students**

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

16 **M) English Language Learners**

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

1 The Sponsor shall provide the School with appropriate access to
2 the Sponsor's data processing system. The School shall provide
3 hardware and related infrastructure.

4 **ii)** The School agrees to use data provided through its participation
5 with the Sponsor in electronic data processing systems pertaining
6 to admissions, registration, and student records. The School will
7 accurately report its student enrollment to the Sponsor as required
8 in Section 1011.62, Florida Statutes, and in accordance with the
9 definitions in Section 1011.61, Florida Statutes, at the agreed
10 upon intervals and using the method used by the Sponsor when
11 recording and reporting cost data by program. The Sponsor agrees
12 to include the School's enrollment in the Sponsor's district report
13 of student enrollment. In order to receive full funding, the School
14 shall provide all required information within the same schedule
15 required for all other of Sponsor's schools. The School agrees to
16 complete initial enrollment and provide a report of enrolled
17 students by July 1st of the initial year of operation. In the months
18 of July and August the School will notify the Sponsor of any
19 additional students enrolled in the school as these enrollments
20 occur. Both parties agree to explore the possibility of the School
21 uploading this information electronically to the Sponsor's student
22 database increase efficiency. The School shall use the Sponsor's
23 electronic data processing system and procedures for the
24 processing of this information. The Sponsor shall provide the
25 School with appropriate access to the Sponsor's data processing
26 system. The School shall provide hardware and related
27 infrastructure.

28 **iii)** School will, by July 1 of the year in which the School shall
29 commence operations, designate a staff member who will attend
30 all FTE and data training workshops offered by Sponsor in order

1 to facilitate the registration process.

2 **iv)** If the School submits data relevant to FTE funding that is later
3 determined through the audit procedure to be inaccurate, the
4 School shall reimburse the State for any errors, omissions or
5 misrepresentations for which the School is responsible. This shall
6 also be considered good cause to terminate the Contract.

7 **b) Distribution of Funds Schedule**

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

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

28 **iii)** If the School unilaterally modifies the Contract, the Sponsor may
29 withhold payments until the Contract is properly amended and
30 approved by the Sponsor.

1 iv) The Sponsor may initially calculate monthly distributions to the
2 School for up to four (4) months based on the School’s actual
3 enrollment as of June 30, or until the results of the October Full-
4 Time Equivalent (FTE) become available. The projected full-time
5 equivalent student membership will be determined by the actual
6 student enrollment at the School at the conclusion of the second
7 week of student attendance. Thereafter, the results of the official
8 FTE student surveys will be used in adjusting the amount of FEFP
9 funds distributed to the School.

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

21 d) **Holdback/Proration:** In the event of a state holdback or a proration
22 which changes District funding, the School’s funding will be adjusted
23 proportionately. The Sponsor will not be responsible for any liabilities
24 incurred by the School in the event of a state holdback.

25 e) **Exceeding State Cap:** In the event that the Sponsor’s district exceeds
26 the state cap for WFTE for any expenditure category of programs
27 established by the Legislature, resulting in unfunded WFTE for the
28 Sponsor’s district, then the School’s funding shall be reduced to reflect
29 its proportional share of any unfunded WFTE and the School’s funding

1 will be reduced to reflect its proportionate share of any unfunded
2 WFTE.

3 **f) Funding Adjustment for Noncompliance:** If the Sponsor receives
4 notice of an FTE or other funding adjustment which is attributable to
5 noncompliance by the School, the Sponsor shall deduct such assessed
6 amount from the next available payment otherwise due to the School.
7 If the assessment is charged near the end of or after the term of the
8 Charter, where no further payments are due to the School, the Sponsor
9 shall provide prompt notice to the School, which shall within thirty
10 (30) days refund the amount of the assessment. If the School fails to
11 open, through no fault of the Sponsor, the School shall reimburse the
12 full amount of any funding provided by the Sponsor. The School shall
13 reimburse the full amount to the Sponsor within thirty (30) days. The
14 School will be responsible for an additional fee of 1% per month on
15 the unpaid balance after 30 days from the date of notice of such
16 assessment.

17 **g) Summer School Provision:** The School may choose to provide a
18 summer school program using State Supplemental Academic
19 Instruction (SAI) funds. If a student enrolled in the School attends any
20 of the Sponsor's summer school programs, the School shall reimburse
21 the Sponsor for the cost, as determined by the Sponsor, of each
22 student's summer school program. If the School fails to comply with
23 this provision, the Sponsor may deduct the appropriate amount from
24 the School's subsequent FTE payments.

25 **2) Federal Funding.** In any programs or services provided by the Sponsor
26 which are funded by federal funds and for which federal funds follow the
27 eligible student, the Sponsor agrees, upon adequate documentation that
28 verifies student eligibility (e.g. approved free-and-reduced price meal
29 applications) from the School, to provide the School with equivalent federal
30 funds per eligible student if the same level of service is provided by the

1 School, provided that no federal law or regulation prohibits this transfer of
2 funds.

3 **a) Title I**

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

9 **ii)** Any Title I funds allocated to the School must be used to
10 supplement students' greatest instructional needs that have been
11 identified by a comprehensive needs assessment of the entire
12 School and shall be spent in accordance with federal regulations.
13 Any Title I funds allocated to the School must be used to
14 supplement the reading/language arts and mathematics services for
15 eligible students participating in the Title I program. The per pupil
16 allocation of Title I funds will correlate with the per pupil
17 allocation of the home school.

18 **iii)** Any capital outlay item purchased with Title I funds must be
19 identified and labeled for Title I property audits. Any equipment
20 item purchased with Title I funds costing \$1000 or more, which is
21 classified as Capitalized Audio Visual or Equipment, remains the
22 property of Title I. This property must be identified, labeled and
23 made readily available for Title I property audits.

24 **iv)** Schools receiving Title I funds will employ highly qualified staff:
25 teachers that are certified and teaching infield; support staff with
26 two years of college or that have passed an equivalent exam.

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

1 vi) The School will ensure that Title I guidelines are being followed at
2 the School and that students are meeting high content and
3 performance standards. The district and regional Title I staff will
4 provide technical assistance and support in order to ensure that
5 Title I guidelines are being followed at the School and that students
6 are meeting high content and performance standards.

7 vii) All documentation, including, but not limited to, documents,
8 agendas, schedules, minutes, time sheets, receipts, invoices,
9 purchase orders, rosters, etc., must be maintained at the School for
10 a minimum of five years as evidence to validate the use if Title I
11 school site allocations.

12 viii) The Sponsor agrees to timely notify the School of all dates and
13 other information regarding reporting of student data, calendar of
14 district in-service opportunities, and other dates and information
15 pertinent to the School’s compliance with this Contract

16 b) **IDEA:** The annual entitlement received by the Sponsor from the IDEA
17 will remain with the Sponsor to provide training and other program
18 resources as required by IDEA guidelines shared proportionally with the
19 School on the same basis as made available to other traditional and charter
20 schools in the District. The School may participate in discretionary IDEA
21 training offered by the Sponsor at no cost and shall participate in all
22 mandatory IDEA training offered by the Sponsor at no cost. The Sponsor
23 agrees to timely notify the School of all dates and other information
24 regarding reporting of student data, calendar of district in-service
25 opportunities, and other dates and information pertinent to the School’s
26 compliance with this Contract.

27 c) **Federal and Other Grants:** The Sponsor agrees to support the School in
28 its efforts to secure grants by timely processing and submitting all
29 documentation prepared by the School and necessary for the School’s
30 competition for grants and other monetary awards, including but not

1 limited to Federal Start-up Grant and Dissemination Grant. When the
2 funding source requires that the Sponsor serve as the fiscal agent for a
3 grant, the School shall, prior to generating any paperwork to the funding
4 agency, notify the Sponsor in writing of its intent to submit a grant
5 application and attach grant application guidelines. If the Sponsor
6 develops a District-wide grant, the School may be included in the district
7 proposal, if mutually agreed to by the School and the Sponsor. The
8 Sponsor shall not agree to such participation unless the School specifically
9 agrees to all terms, conditions, and requirements of the grant. If the
10 School fails in any material respect to comply with said terms, conditions,
11 and requirements, the School shall be solely responsible and liable for any
12 consequences. When a charter school elects to participate in a District-
13 wide grant prepared by the Sponsor's staff or when grant proposals are
14 developed by district staff using student or School counts that include the
15 students of the School, dollars and/or services distributed via grant funds
16 will be provided to charter schools in the same manner as traditional
17 public schools.

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

21 **3) Charter School Capital Outlay Funds** The Sponsor will cooperate and assist the
22 School, as required by Florida Statutes, to obtain capital outlay funding for which
23 the School may be eligible. The School agrees to use procedures for submitting
24 and approving requests for funding under Section 1013.62, F.S. Section 1013.62,
25 F.S., provides procedures and guidelines for the distribution of capital outlay
26 funds appropriated to Florida's public charter schools. Capital outlay plans must
27 be submitted to the FDOe in the format and manner prescribed by the state. The
28 Sponsor will review and verify the information uploaded by the School to the
29 FDOE. The state determines approval of the School's Capital Outlay Plan, as
30 provided by law. Each Capital Outlay plan must contain a written list specifically

1 enumerating the proposed capital expenditures. Sales contracts, construction
2 contracts, purchase orders, leases, lease-purchase agreements, rental agreements
3 or bills of sale will be accepted by the Sponsor to document the School's
4 expenditure of capital outlay funds. A copy of the previous year's annual audited
5 financials must be submitted with a Capital Outlay plan as well as any other
6 supporting documentation that verifies that the charter school qualifies for capital
7 outlay funds. Conversion charter schools are ineligible for capital outlay funding
8 allocations. After the Sponsor's certification of a Capital Outlay plan submitted by
9 the School, the Sponsor shall deliver any public capital outlay funds (hereafter
10 "CO Funds") that are allocated and prorated to the School by the Commissioner of
11 Education within Ten (10) days of the delivery of such funds to the Sponsor by
12 the Commissioner of Education. The property and/or improvements purchased by
13 the School using the CO Funds and any unencumbered CO Funds shall be subject
14 to reversion to the Sponsor pursuant to Sections 1002.33(8)(e) and 1013.62(3),
15 Florida Statutes, and shall automatically revert to full ownership by Sponsor,
16 subject to complete satisfaction of any other lawful liens and encumbrances, upon:
17 (a) the termination or non-renewal of this Charter, or (b) the material breach of
18 this Charter by the School. Any property and improvements, furnishings and
19 equipment purchased without CO Funds or public funds for the School which
20 have not been reimbursed by CO Funds or public funds shall be property of the
21 School should the Charter terminate or not be renewed. However, ownership of an
22 asset shall revert to the Sponsor in the event of termination or non-renewal of this
23 Charter if the School's accounting records fail to clearly establish whether a
24 particular asset was purchased with CO Funds or public funds or from another
25 funding source. Except as otherwise provided herein and except for any interest
26 conferred upon the Sponsor by applicable law or this Charter and except for other
27 lawful liens or encumbrances, the School shall not rent, hire, or lend any of the
28 property and/or improvements purchased with CO Funds. The Sponsor
29 acknowledges that the facilities leased with CO Funds may be leased by the
30 School for community and educational services for use when School is not in

1 session. If the School leases such facilities to third persons as provided herein, any
2 funds paid pursuant to such lease shall be the property of the School. The parties
3 agree that a failure to satisfy the obligations imposed by this section shall
4 constitute a material breach of this Charter and good cause for its termination. The
5 School shall provide Sponsor's Accounting Department copies of invoices for the
6 property and/or improvements purchased with CO Funds. The School shall
7 provide Sponsor's Accounting Department lists of any property and/or
8 improvements purchased with CO Funds that the School may subsequently
9 propose to dispose of as surplus property. The property and/or improvements
10 purchased by the School using CO Funds shall not be sold, transferred or
11 encumbered, other than as provided herein, or disposed of by the School without
12 obtaining the prior written consent of the Sponsor.

13 **B) Administrative Fee**

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

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

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

26 *For staff time: hourly rate plus benefits*

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

28 All such services shall be requested through and coordinated by the Sponsor's
29 business office. The Sponsor will invoice the School monthly for these services,
30 if any. The School shall issue payment no later than thirty (30) working days after

1 receipt of an invoice. If a warrant for payment of an invoice is not issued within
2 thirty (30) working days after receipt by the School, the School shall pay to the
3 Sponsor, in addition to the amount of the invoice, interest at a rate of one (1)
4 percent per month calculated on a basis on the unpaid balance from the expiration
5 of the thirty (30) day period until such time as the warrant is issued. If payment is
6 not received by the Sponsor within forty-five (45) working days after receipt of
7 the invoice by the School, such non-payment shall constitute good cause for
8 termination of this Charter. The Sponsor shall then deduct the amount due from
9 the next available payment otherwise due the School. The Sponsor is under no
10 obligation to provide any services to the School outside of those required by
11 Florida Statute. Notwithstanding any other provision of this Charter, if the School
12 fails to provide its student a service required by statutes pertaining to student
13 health, safety, and welfare, the Sponsor may, in its sole discretion, provide such
14 services, including but not limited to required nursing services, to the School and
15 withhold the actual cost of providing the services from FTE payments to the
16 School.

17 **4) Purchasing:** The Sponsor allows the School to purchase negotiated goods and
18 services at cost. The School will be allowed to purchase goods through use of any
19 contract the Sponsor holds with a vendor in which the vendor agrees to provide
20 products for a certain price to all schools of the District. The School may also
21 participate in Sponsor's bulk purchasing program. The School shall not suggest or
22 represent to third parties, including, but not limited to, vendors, creditors, other
23 business entities or their representatives, governmental entities, or other
24 individuals, that the Sponsor will guarantee payment for any purchases made or
25 debts incurred by the School, nor shall the School represent that the Sponsor will
26 guarantee payment for any loans secured by the School, or that the Sponsor will
27 lend its good faith and credit in order for the School to obtain a loan or other
28 forms of credit.

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

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

2 **E) Allowable Student Fees**

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

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

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

14 **F) Budget**

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

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

22 b) **Submission Date:** During each year of this Charter, the tentative budget
23 must be submitted to the School's Governing Board during the preceding
24 school year. The official approved budget is to be submitted to the
25 Sponsor by July 1 prior to each school year.

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

28 **G) Financial Records, Reports and Monitoring**

29 1) **Maintenance of Financial Records:** The School shall use the standard state
30 codification of accounts as contained in the DOE's Financial and Program Cost

1 Accounting and Reporting for Florida Schools (Red Book), as a means of
2 codifying all transactions pertaining to its operations. The accounting for federal,
3 state and local funds shall be maintained according to existing guidelines,
4 mandates, and practices, i.e., separate funds and bank accounts for federal, state,
5 and local funds as required under applicable statutes. The School's financial
6 activities and reports shall be subject to the Florida Department of Education
7 (DOE) Technical Assistance Paper No. 2009-03, as well as any subsequently
8 issued directives by the State and other applicable Governmental Accounting
9 Standards.

10 **2) Financial and Program Cost Accounting and Reporting:** The School shall
11 conduct an annual cost accounting in a form and manner consistent with generally
12 accepted governmental accounting standards in Florida. The School agrees that it
13 will submit to the Sponsor in a timely manner, the information specified in
14 Section 1010.20, F.S.. The School shall comply with all the requirements set
15 forth in the Florida Commissioner of Education's publication entitled Financial
16 and Program Cost Accounting and Reporting for Florida Schools, as the means of
17 codifying all transactions pertaining to its operations, pertaining to general fixed
18 assets and tangible personal property. At least sixty (60) days before the initial
19 day of classes, the School shall submit to the Sponsor a description of the internal
20 audit procedures and controls adopted by the School to ensure that financial
21 resources are properly managed.

22 **3) Financial Reports**

23 **a) Proof of Start-Up Funding:** Not later than June 15 of the year in which the
24 School shall commence operations, the School agrees to provide to the
25 Sponsor proof of sufficient funds, including a line of credit, for start-up
26 costs to assure prompt payment of operation expenses associated with the
27 opening of school, including, but not limited to the amount of any teacher
28 and other staff salaries and benefits, and other operational expenses from
29 the beginning of the school year through October of such year. Failure to
30 comply with this provision shall be considered good cause for termination

1 or nonrenewal of this Charter.

2 **b) Monthly Financial Reports:** Section 1002.33(5)(b)2, F.S., requires the
3 Sponsor to monitor the revenues and expenditures of the School. The
4 School will provide a monthly financial report to the Sponsor, to be
5 delivered to the Sponsor no later than the twentieth (20th) day of the
6 following month unless the School is designated as a high-performing
7 charter school pursuant to Section 1002.331, F.S., in which case the high-
8 performing charter school may provide a quarterly financial statement..
9 These financial reports shall be cumulative and in the format prescribed by
10 the Sponsor's finance department. The report shall include revenue and
11 expenditure information in detail commensurate with the original budget.

12 As such, it shall have individual columns for

- 13 **i)** the budget,
- 14 **ii)** revenues and expenditures, month-to-date;
- 15 **iii)** revenues and expenditures, year-to-date; and
- 16 **iv)** the budget balance (excess or deficiency of budgeted to actual);
- 17 and
- 18 **v)** the School shall provide the Sponsor with annual financial reports.

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

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

1 records should include; at minimum, 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 access
4 and the opportunity to review the inventory of public assets and records of
5 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 format as
8 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 received,
13 from all sources, and all expenditures for the period July 1 through June 30
14 of that year. The audit shall be conducted by an accountant certified under
15 the laws of the State of Florida and paid for by the School. Prior to
16 inception of the annual audit, the School shall provide to the auditor the
17 materials identified in the Sponsor's Policy 3.90(15)(b). The audit shall
18 address the matters set forth in the Sponsor's Policy 3.90(15)(c).

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

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

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

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

14 4) **School's Fiscal Year :** The School's fiscal year shall be from July 1 through June 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 is deemed unacceptable by the Sponsor or 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

1 deficiencies noted in the corrective action plan within 1 year after being
2 notified of the deficiencies or exhibits one or more financial emergency
3 conditions specified in Section 218.503, F.S., for 2 consecutive years.

4 **6) Submission Process:** The School shall submit all required financial statements to
5 the Sponsor in the timeline and format prescribed by the Sponsor and/or state.
6 Failure of the School to comply with the timely submission of all financial
7 statements in the required format specified by the Sponsor shall constitute a
8 material breach of this Contract and may result in the Sponsor's withholding of
9 subsequent payments to the School without penalty of interest and/or termination
10 of this Contract.

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

15 **H) Financial Management of Schools**

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

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

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

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

27 **5) Utilization of the Sponsor:** The School shall not suggest or represent to third
28 parties, including, but not limited to, vendors, creditors, other business entities or
29 their representatives, governmental entities, or other individuals, that the Sponsor
30 will guarantee payment for any purchases made or debts incurred by the School,

1 nor shall the School represent that the Sponsor will guarantee payment for any
2 loans secured by the School, or that the Sponsor will lend its good faith and credit
3 in order for the School to obtain a loan or other forms of credit.

4 **6) Bank Transfer Information:** The School shall submit a bank information form
5 which will provide all necessary information for the School's bank account where
6 payments from the Sponsor will be deposited. The bank account must be in the
7 same legal name of the School, and the bank information form must be signed by
8 the active Governing Board chair of the school. The Sponsor shall not send
9 payments to a trust account or to any bank account other than one held and
10 controlled by the School.

11 **I) Description of Internal Audit Procedure** The School shall implement the financial
12 controls and audit procedure described in the School's governing laws and rules, the
13 provisions of this Contract, and the School's approved Application.

14 SECTION 5: FACILITIES

15 A) Prior Notification

16 **1) Deadline to Secure Facility:** The School shall provide the Sponsor with
17 documentation regarding the School's property interest (owner or lessee) in the
18 property and facility where the School will operate. If the School does not own
19 the property and facility, the School shall provide a fully executed lease at least
20 sixty (60) calendar days before the initial opening day of classes. For leased
21 properties, the School shall obtain from the landlord, and provide to the Sponsor,
22 an affidavit indicating the method by which the landlord is complying with the
23 requirements of Section 196.1983, F.S. regarding charter school exemption from
24 ad valorem taxes.

25 **2) Deadline to submit zoning approvals and Certificate of Occupancy:** The
26 School shall annually obtain all permanent and temporary licenses, permits, use
27 approval, facility certification, and any other approvals required by the local
28 government or any other governmental bodies having jurisdiction by at least two
29 (2) weeks prior to the opening day of classes. In the event of the School's failure
30

1 to provide evidence of at least temporary approvals, or if approvals are not
2 reasonably immanent and assured to occur prior to the first day of classes, the
3 contract shall be automatically deferred for one (1) year, and the term shall
4 commence on the first day of the 2014-2015 school year and end on June 30,
5 2018. In the event that the Contract term has been previously deferred, the
6 Contract shall automatically terminate and be of no further force or effect, and the
7 School may make a new application to the Sponsor.

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

13 **4) District Inspection of Facility**

- 14 a) The School shall deliver to the Sponsor written documentation of required
15 inspections and certificates of occupancy by at least thirty (30) days prior
16 to the opening day of classes every year.
- 17 b) The Sponsor may inspect the School facilities at any time during the
18 school year to ensure compliance with all applicable state laws and
19 building and zoning requirements.

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

- 21 **1) Florida Building Code:** The School shall use facilities that comply with the
22 Florida Building Code, pursuant to Chapter 553, except for State Requirements
23 for Educational Facilities (SREF).
- 24 **2) Florida Fire Prevention Code:** The School agrees to use facilities which comply
25 with state minimum fire protection codes pursuant to Section 633.025, F.S., as
26 adopted by the authority in whose jurisdiction the facility is located. The facility
27 shall also comply with the Florida Fire Prevention Code and the St. Lucie County
28 Fire Prevention Code.

1 **3) Applicable Laws**

- 2 a) The School shall comply with all applicable laws, ordinances, and codes
3 of federal, state, and local governance, including the IDEA, the ADA, and
4 section 504 of the Rehabilitation Act. The School agrees to operate in
5 compliance with Sponsor policies 8.14 and 8.15. All inspections (Health,
6 Fire and Certificates of Occupancy) and a Disaster Preparedness Plan shall
7 be delivered to the Sponsor no later than thirty (30) days immediately
8 preceding the opening of school. School is responsible to make all
9 contacts with, and requests of, local governments responsible for
10 establishing safety measures and devices at the school, including but not
11 limited to, school speed zones, school crosswalks, sidewalks, crossing-
12 guards and traffic lights.
- 13 b) The School's operation shall be subject to necessary local government
14 approvals including site plan approval pursuant to Fla. Stat. § 1013.33 and
15 if applicable, review of traffic studies/analysis. The School may also be
16 required by the local government to provide amenities to ensure safe
17 access to children/pedestrians walking to the School. Zoning or other land
18 use development orders approving the School use, if issued by the local
19 government entity having jurisdiction over the area where the School
20 property is located, shall satisfy the review requirements of Section
21 1013.33, F.S..
- 22 c) The School shall be responsible for all costs for, or associated with,
23 complying with local ordinances, securing licenses, permits, zoning, use
24 approval, facility certification, and other approvals, including, but not
25 limited to, application fees, advertising costs, surveyor costs, plan review
26 fees, permit costs and licensing costs, traffic analyses/studies, and any
27 other additional charges or surcharges by the local government or other
28 governmental agencies.
- 29 d) At all times, the School shall display a valid and current Certificate of
30 Occupancy, and other certificates required by building and fire

1 enforcement authorities, health and sanitation enforcement authorities and
2 all other applicable enforcement agencies.

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

12 **4) Capacity of Facilities**

13 a) The School shall not allow the enrollment at any time to exceed the
14 number of students permitted by zoning capacity, certificates of use and/or
15 occupancy, applicable laws and regulations.

16 b) Any change to the official capacity should be reported, in writing with
17 appropriate supporting documentation, within 30 days of change.

18 **5) Leased facilities:** If the School operates in leased facilities, the lease shall be for
19 the term of this Contract, or in lieu thereof, the School shall present a lease with a
20 plan to ensure a facility for the duration of the Contract. The lease shall be signed
21 by a properly authorized member of the governing board, or its designee, as
22 documented in corresponding official governing board meeting minutes. It is
23 expressly understood that the use of church owned facilities shall not be
24 considered acceptable if the Sponsor has reason to believe the School is
25 functioning as a parochial school in that facility. This should not be interpreted as
26 approving of the establishment of a parochial school in any secular facilities.
27 Failure to comply with this provision shall be considered good cause for
28 termination or nonrenewal of this charter.

29 **6) Emergencies:** In unforeseen circumstances or emergencies, if the facility is
30 damaged or unable to safely house students/personnel, the School must notify the

1 Sponsor, immediately, and secure an alternative location to ensure no interruption
2 in instruction. The alternative location shall be subject to all facility requirements
3 indicated in this section.

4 **C) Location**

5 **1) School's Street Address:** The School will be located at 10900 SW Tradition
6 Pkwy, Port St. Lucie, FL

7 **2) Temporary Facility (if applicable):** Not applicable.

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

12 **D) Prohibition to Affix Religious Symbols:** The School shall not display any religious or
13 partisan political symbols, statues, artifacts, etc., on or about the property and facilities
14 where the School will operate.

15
16 **SECTION 6: TRANSPORTATION**

17 **A) Cooperation Between Sponsor and School:** The School shall provide transportation to
18 the School's students consistent with the requirements of Part I. E. of Chapter 1006, and
19 Section 1012.45, F.S. The School may contract with the Sponsor to provide transportation
20 service.

21 **B) Reasonable Distance:** Transportation will not be a barrier to equal access for all students
22 residing within the District, and the School shall provide transportation to all students
23 residing in the District subject to the limitations in this Section 6.B. Students residing
24 within two miles of the school will be expected to furnish their own transportation,
25 except that certain students, as specified in Section 1006.21, F.S., for example students
26 with disabilities and elementary grade students who are subject to specified hazardous
27 walking conditions, must be provided transportation, regardless of the distance from the
28 school. For students who are geographically isolated, or who are unable to be transported
29 on a school bus due to disabilities, the School will offer reimbursement to eligible parents
30 residing within the District. This parental reimbursement shall be equivalent to the

1 monies provided by the Sponsor to the School for transportation of the student. At the
2 time of student application for enrollment, the School shall be responsible for informing
3 parents of the transportation options available, including the reimbursement amount
4 available in lieu of provided transportation to qualifying students.

5 **C) Compliance with Safety Requirements:** The School shall demonstrate compliance with
6 all applicable transportation safety requirements. Unless it contracts with the Sponsor for
7 the provision of student transportation, the School is required to ensure that each school
8 bus transporting the School’s students meets applicable federal motor vehicle safety
9 standards and other specifications. The School agrees to monitor the status of the
10 commercial drivers licenses of each school bus driver employed or hired by the School
11 (hereafter “School Bus Drivers”) unless it contracts with Sponsor to provide such
12 services. The School will provide the Sponsor, via the Charter Schools Support
13 Department, an updated list each quarter of all School Bus Drivers providing commercial
14 driver’s license numbers, current license status and license expiration dates.

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

18 **E) Private Transportation Agreement:** In the event the School will be contracting with a
19 third party to provide transportation to its students, the School shall provide a copy of the
20 transportation contract to the Sponsor at least sixty (60) days prior to the initial day of
21 classes.

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

25
26 **SECTION 7: FOOD SERVICES**

27 **A) Food Services.** The School shall be solely responsible for providing food services and
28 complying with state and federal reporting requirements. The School shall make lunch
29 available to all students. Breakfast shall be provided when required by applicable state
30 and federal guidelines. If applicable, the School shall distribute Free and Reduced Price

1 Meal application forms to students and shall certify student eligibility for such programs
2 using required federal rules and procedures. The School shall comply with all USDA and
3 FDOE regulations that are applicable to its child nutrition program. The School may
4 contract with the Sponsor to provide food service.
5

6 **SECTION 8: HEALTH SERVICES**

7 **A) Health Services.** Pursuant to Section 1002.33(9)(e), F.S., the School is
8 responsible for providing health care services to its students in compliance with all state
9 and local health requirements. Pursuant to Section 381.0056(5)(a), F.S., and Fla. Admin.
10 Code Rule 64F-6.002, the School is required to have a school health services plan. The
11 School may adopt its own health services plan or it may choose to utilize the District's
12 plan. In either event, the School is solely responsible for the provision of services under its
13 adopted health services plan. The School will not use the Sponsor's health service plan.
14 The School's adopted health services plan is attached as Appendix C. The School may
15 contract with the Sponsor to provide health care services to its students. In the event that
16 the School will be contracting with a third party to provide health care services to its
17 students, the School shall provide a copy of the health care services contract to the Sponsor
18 no later than thirty (30) days prior to the initial day of classes.
19

20 **SECTION 9: INSURANCE AND INDEMNIFICATION**

21 **A) Indemnification of Sponsor**

22 The School, to the extent immunity may be waived pursuant to 768.28, F.S., agrees to
23 indemnify, defend with competent counsel, selected by the School, with Sponsor's
24 reasonable approval, and agrees to hold the Sponsor, its members, officers, employees
25 and agents, harmless from any and all claims, actions, costs, expenses, damages, and
26 liabilities, including reasonable attorney's fees, arising out of, connected with or resulting
27 from: (i) the negligence, intentional wrongful act, misconduct or culpability of the
28 School's employees or other agents in connection with and arising out of their services
29 within the scope of this Charter; (ii) the School's material breach of this Charter or
30 violation of law; (iii) any failure by the School to pay its employees, contractors,

1 suppliers, subcontractors, or any other creditors; (iv) the failure of the School’s officers,
2 directors or employees to comply with any laws, statutes, ordinances or regulations of any
3 governmental authority or subdivision that apply to the operation of the School or the
4 providing of educational services set forth in this Charter. However the School shall not
5 be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to
6 the extent these may result from the negligence of the Sponsor, its members, officers,
7 employees, subcontractors or others acting on its behalf; and (v) Professional errors or
8 omissions, or claims of errors or omissions, by the School employees, agents, or
9 Governing Board.

10 **1) Indemnification for Professional Liability:** The duty to indemnify for
11 professional liability as insured by the School Leaders Errors and Omissions
12 Liability Policy described in this Contract will continue in full force and effect
13 notwithstanding the expiration or early termination of this Contract with respect to
14 any claims based on facts or conditions which occurred prior to termination. In no
15 way shall the School Leader’s Errors and Omissions Liability Policy’s limitation
16 on post-termination claims of professional liability impair the Sponsor’s claims to
17 indemnification with respect to a claim for which the School is insured or for
18 which the School should have been insured under Commercial General Liability
19 Insurance, Automobile Liability Insurance, or Employer’s Liability Insurance. In
20 addition, the School shall indemnify, defend, and protect and hold the Sponsor
21 harmless against all claims and actions brought against the Sponsor by reason of
22 any actual or alleged infringement of patent or other proprietary rights in any
23 material, process, software, machine or appliance used by the School, any failure
24 of School to comply with provisions of the Americans with Disabilities Act
25 (ADA), Section 504 of the Rehabilitation Act, and the Individuals with
26 Disabilities Education Act (IDEA), including failure to provide a Free
27 Appropriate Public Education to an enrolled student or failure to furnish services
28 provided for in a student’s individual education plan, and any violation by School
29 of the Florida public records or open meetings laws.

1 **2) Notification of Third Party Claim, Demand, or Other Action:** Any contract
2 entered into between the School and a third party must provide that the third party
3 is not entering into a contract with the Sponsor. The School and the Sponsor shall
4 notify each other of the existence of any third party claim, demand or other action
5 giving rise to a claim for indemnification under this provision (a “Third Party
6 Claim”) and shall give each other a reasonable opportunity to defend the same at
7 its own expense and with its own counsel, provided that if the School or Sponsor
8 shall fail to undertake or to so defend, the other party shall have the right, but not
9 the obligation, to defend and to compromise or settle (exercising reasonable
10 business judgment) the Third Party Claim for the account and at the risk and
11 expense of the School or Sponsor, which they agree to assume. The School and
12 Sponsor shall make available to each other, at their expense, such information and
13 assistance as each shall request in connection with the defense of a Third Party
14 Claim.

15 **3) Indemnity Obligations:** The School’s indemnity obligations under this provision
16 and elsewhere in the Contract shall survive the expiration or termination of this
17 Contract.

18 **B) Indemnification of School**

19 The Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor
20 with the School’s reasonable approval and agrees to hold the School, its members,
21 officers, employees and agents harmless from any and all claims, actions, costs, expenses,
22 damages and liabilities, including reasonable attorney’s fees, arising out of, connected
23 with or resulting from: (i) the negligence, intentional wrongful act, misconduct or
24 culpability of the Sponsor’s employees or other agents in connection with and arising out
25 of their services within the scope of this Charter; (ii) the Sponsor’s material breach of this
26 Charter or law; and (iii) any failure by the Sponsor to pay its suppliers or any
27 subcontractors.

28 **C) Sovereign Immunity**

29 Notwithstanding anything herein to the contrary, neither party waives any of its sovereign
30 immunity, and any obligation of one party to indemnify, defend or hold harmless the

1 other party as stated above shall extend only to the limits, if any, permitted by Florida
2 law, and shall be subject to the monetary limitations established by Section 768.28, F.S.
3 Nothing herein shall be deemed to be a waiver of rights or limits to liability existing
4 under Section 768.28, F.S.

5 **D) Acceptable Insurers**

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

12 **2) Insurance Provider Compliance:** If, during this period when an insurer is
13 providing the insurance as required by this Contract, an insurer fails to comply
14 with the foregoing minimum requirements, as soon as the School has knowledge
15 of any such failure the School shall immediately notify the Sponsor and promptly
16 replace the insurance with insurance provided by another insurer meeting the
17 requirements. Such replacement insurance coverage must be obtained within
18 twenty (20) days of cancellation or lapse of coverage.

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

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

1 for Property Damage Liability may be subject to a maximum deductible of \$1,000
2 per occurrence.

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

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

16 **F) Automobile Liability Insurance**

17 **1) Coverage:** The School shall, at its sole expense, procure, maintain, and keep in
18 force Commercial Automobile Liability Insurance on a primary basis including
19 coverage for Any Auto (All Owned, Hired, and Non-Owned Autos). The School’s
20 insurance shall cover the School for those sources of liability which would be
21 covered by the latest edition of the standard Business Auto Policy (ISO Form CA
22 0001), including coverage for liability contractually assumed, as filed for use in
23 the State of Florida by the Insurance Services Office. A waiver of subrogation
24 endorsement must be provided. The Sponsor shall be listed as an additional
25 insured.

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

29 **G) Workers’ Compensation/Employers’ Liability Insurance**

30 The School shall, at its sole expense, provide, maintain, and keep in force Worker's

1 Compensation/Employer's Liability Insurance which shall conform to the following
2 requirements:

3 **1) Coverage:** The School's insurance shall cover the School (and to the extent its
4 subcontractors and its sub-subcontractors are not otherwise insured, its
5 subcontractors and sub subcontractors) for those sources of liability that would be
6 covered by the latest edition of the Standard Worker's Compensation P policy, as
7 filed for use in Florida by the National Council on Compensation Insurance,
8 without restrictive endorsements. A waiver of subrogation endorsement shall be
9 provided. Coverage shall apply on a primary basis. Should the scope of work
10 performed by a contractor qualify its employees for benefits under the federal
11 workers compensation statute, proof of appropriate federal act coverage shall be
12 provided.

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

19 **H) School Leader's Errors and Omissions Liability Insurance**

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

23 **1) Form of coverage:** The School Leader's Errors and Omissions Liability Insurance
24 shall be on a form acceptable to the Sponsor and shall cover the School for those
25 sources of liability arising out of the rendering of or failure to render professional
26 services in the performance of this Charter, including all provisions of
27 indemnification which are part of this Charter. Coverage shall not contain
28 exclusionary language for claims or allegations arising out of computer network
29 security and privacy liability breaches, corporal punishment, sexual misconduct,

1 or student based discrimination or harassment. Coverage for employment
2 practices liability shall be included.

3 **2) Coverage Limits:** The insurance shall be subject to a maximum deductible not to
4 exceed \$25,000 per claim. The minimum limits to be maintained by the School
5 shall be \$3,000,000 per claim, \$3,000,000 annual aggregate.

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

13 **I) Property Insurance**

14 The School shall maintain all risk commercial property insurance on buildings,
15 business personal property, and equipment that is owned, leased, or otherwise
16 contractually required during the term of this Charter. The School shall accept all risk
17 of loss for such property and shall provide proof of such insurance and its renewals at
18 limits equal to the full replacement cost of the buildings, personal property, and
19 equipment. The proof of coverage shall list the Sponsor as loss payee where its
20 interest may exist.

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

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

1 **K) Fidelity Bond**

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

6 **L) Applicable to All Coverage**

7 The following provisions are applicable to all insurance coverages required under this
8 Charter:

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

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

16 **3) Liability and Remedies:** Compliance with the insurance requirements of this
17 Contract shall not limit the liability of the School, its subcontractors, its
18 sub-subcontractors, its employees or its agents to the Sponsor or others. Any
19 remedy provided to the Sponsor or its members, officers, employees or agents by
20 the insurance shall be in addition to and not in lieu of any other remedy available
21 under the Contract or otherwise.

22 **4) Subcontractors:** The school shall require its subcontractors and its sub-
23 subcontractors to maintain any and all insurance required by law. Except to the
24 extent required by law, this Charter does not establish minimum insurance
25 requirements for subcontractors or sub-subcontractors.

26 **5) Combined Services Coverage.** Combined services coverage under this Charter
27 shall be permitted subject to approval by the Sponsor's Insurance and Benefits
28 Department.

29 **6) Default Upon Non-Compliance:** Neither approval by the Sponsor nor failure to
30 disapprove the insurance furnished by the School shall relieve the School of the

1 School's full responsibility to provide the insurance as required by this Charter.
2 Failure to comply with this section or to maintain the requisite insurance coverage
3 shall constitute a material breach of this Contract and constitute good cause for
4 termination.

5
6 **SECTION 10: GOVERNANCE**

7 **A) Public or Private Employer:** The School shall be a private employer. If the School
8 elects to be a public employer, the School may participate in the Florida Retirement
9 System upon application and approval as a "covered group" under Section 121.021(34),
10 F.S. If a charter school participates in the Florida Retirement System, the charter school
11 employees shall be compulsory members of the Florida Retirement System. Teachers and
12 other staff on approved charter school leave from the Sponsor will be considered
13 employees of the School. The School's governing board members and employees shall
14 comply with Section 112.061, F.S., relating to reimbursement of expenses; and Part III of
15 Chapter 112, F.S.

16 **B) Governing Board Responsibilities**

17 **1) Non-Profit Status:** The School shall organize and be operated by a stand-alone,
18 Florida non-membership, nonprofit corporation, pursuant to Chapter 617 Fla.
19 Stat., at all times throughout the term of this Contract. A limited liability
20 corporation does not qualify as a non-profit organization for purposes of this
21 Contract. If the School has been granted tax-exempt status, the School shall
22 provide the Sponsor with a copy of correspondence from the Internal Revenue
23 Service (IRS) granting tax-exempt status as a section 501(c)(3) organization. The
24 School also will annually provide the Sponsor a copy of its Form 990, Return of
25 Organization Exempt from Income Tax, and all schedules and attachments, within
26 fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to
27 be filed, the School will provide the Sponsor with written confirmation from the
28 IRS of such non-requirement. Notwithstanding anything set forth in this Contract,
29 the Sponsor does not covenant to extend or pledge its own tax-exempt status in
30 any way for the use and benefit of the School.

- 1 **2) Organizational Plan:** The School shall implement the organizational plan as
2 described in the Application. The School shall provide Sponsor an organizational
3 chart delineating titles of all staff with address, phone number and e-mail of each
4 staff member and each staff member's certification.
- 5 **3) Organizational Composition:** As stated in the By-Laws and the Articles of
6 Incorporation attached as appendices to the Application, the Corporation shall be
7 a non-membership organization, and a board of directors shall manage its
8 activities and affairs. Voting shall control the Corporation, and only directors shall
9 vote. The officers shall consist of a president, a vice president, a treasurer, and a
10 secretary. The Corporation's board of directors shall, according to their by-laws,
11 initially select the governing board of the School. Members of the board of
12 directors may serve on the governing board. Violation of the provisions in the by-
13 laws shall be good cause for non-renewal or termination.
- 14 **4) School Operations:** The School's governing board shall be solely responsible for
15 the operation of the school and exercise continuing oversight over the School's
16 operations. The School's governing board will define and refine policies
17 regarding educational philosophy, and oversee assessment and accountability
18 procedures to assure that the School's student performance standards are met or
19 exceeded.
- 20 **5) Accountability:** The School's governing board will be held accountable to its
21 students, parents/guardians, and the community at large, through a continuous
22 cycle of planning, evaluation, and reporting as required by law.
- 23 **6) School Policy and Decision Making:** The School's governing board, in
24 consultation with School staff, shall be responsible for all policy decision making
25 of the School, including creating/adjusting the curriculum and developing and
26 adopting an annual budget.
- 27 **7) School Employee Supervision:** The teachers, support staff, and contractual staff
28 will be directly supervised by the Principal.
- 29 **8) School Advisory Council:** The School shall establish a School Advisory Council
30 (SAC) pursuant to state law. The School shall establish SAC by-laws; define the

1 membership; develop election procedures; and post all meeting agendas and
2 minutes pursuant to Fla. Stat. § 286.011 (Sunshine Law). Notices of all SAC
3 meetings must be posted at the School, at the location of the meeting, and on the
4 School’s website (if applicable) at least five (5) days prior to the meeting.

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

- 7 a) organizing group members may serve as board members for staggered
8 terms;
- 9 b) organizing group members who are not on the governing board and not on
10 the Corporation’s Board of Directors, may serve on the SAC.

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

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

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

21 **13) School/Parent Contract:** The School agrees to submit any Parent Contracts to
22 the Sponsor for approval. Any amendments to the Parental Contract shall be
23 submitted in advance to the Sponsor for approval. The School shall not use the
24 Parent Contract to discriminate, involuntarily withdraw, or create a financial
25 burden or any other barrier to enrollment. At a minimum, all communication to
26 parents, including Parent Contracts, shall be provided in English, Spanish and
27 Haitian-Creole, as appropriate. If applicable, the School’s Parent Contract is
28 attached, as Appendix D.

29 **14) Governing Board Reporting:** The Governing Board shall periodically report the
30 School’s academic progress to all stakeholders.

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

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

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

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

27 **17) Other Governing Board Duties:** The Governing Board of the School shall be
28 responsible for all fiduciary, legal and regulatory compliance issues and shall
29 perform all duties set forth in the School’s approved Application and set forth in
30 this Charter. The following are duties and responsibilities of the Governing Board:

- 1 **a)** annually adopt and maintain an operating budget and submit its approved
2 budget to the Sponsor by March 31 of each year along with a copy of the
3 minutes of the meeting showing approval of the budget by the Governing
4 Board;
- 5 **b)** retain the services of a certified public accountant or auditor for the annual
6 financial audit, who shall submit the report to the Governing Board;
- 7 **c)** review and approve the audit report, including audit findings and
8 recommendations for the financial recovery plan;
- 9 **d)** monitor a financial recovery plan in order to ensure compliance, if
10 applicable;
- 11 **e)** establish, define, refine and oversee the School’s educational philosophy,
12 operational policies and procedures, academic accountability procedures,
13 and financial accountability procedures and ensure that the School’s student
14 performance standards are met or exceeded;
- 15 **f)** report its progress annually to the Sponsor, which shall forward the report to
16 the Commissioner of Education at the same time as other school
17 accountability reports, in accordance with Section 1002.33(9)(k), F.S.;
- 18 **g)** make full disclosure of the identity of all relatives employed by the School
19 in accordance with Section 1002.33(7)(a)18, F.S.;
- 20 **h)** adopt policies establishing standards of ethical conduct for instructional
21 personnel and School administrator in accordance with Section
22 1002.33(12)(g)3, F.S.;
- 23 **i)** make all required financial disclosure if the school is operated by a
24 municipal corporation or other public entity under Section 112.3144, F.S.;
- 25 **j)** comply with the standards of conduct set out in Sections 112.313(2), (3), (7),
26 and (12), and 112.3143(3), F.S.;
- 27 **k)** avoid all conflicts of interest, including, but not limited to, being employed
28 by, owning, or serving on the Governing Board of any entity which contracts
29 with the School;
- 30 **l)** demonstrate financial competence and adequate professional experience;

- m) recommend student expulsions to the Sponsor; and
- n) determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School.

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

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

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

F) **Public Meetings:** All meetings of the School's governing board and School Advisory Council, and advisory committees to the governing board shall take place locally and in a physical location and facility that is easily accessible to the School's parents, students and employees, be publicized in advance to the school community and be open to the public pursuant to Section 286.011, F.S. (the "Sunshine Law"). Parents/guardians shall be encouraged to attend. Notification shall be available in languages other than English, where appropriate, e.g., Spanish, and Haitian-Creole. Notices of all governing board meetings must be posted at the School and at the location of the meeting at least five (5) days prior to the meeting. The School's parental involvement representative and principal

1 (or his/her equivalent) must be physically present at each governing board meeting. As to
2 all meetings of the School for which minutes are required pursuant to Florida law, a copy
3 of such minutes shall be provided by the School to the Sponsor upon request.

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

5 1) **Notice of Governing Board Meetings:** The governing board shall publish on the
6 School's website a schedule of all governing board meetings for the school year
7 including the date, time and location of meetings. By July 15 annually, the School
8 shall provide the Sponsor the annual schedule of governing board meetings. The
9 school shall provide reasonable notice to the Sponsor of any changes or
10 cancellation of scheduled meetings.

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

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

18 1) **Parent Membership:** The School's Governing Board shall be diverse, and
19 Governing Board members shall possess special skills, talents, and expertise that
20 will support the educational and moral development of the School's students. The
21 School shall allow parents to apply to become members of the Governing Board,
22 and shall disburse information to parents on how to apply to become Governing
23 Board members. At a minimum, the School shall post on its website information
24 for parents on how to apply to become a Governing Board Member.

25 2) **Governing Board Member Eligibility and Clearance:** The School's Governing
26 Board members shall be fingerprinted by the Sponsor prior to the approval of the
27 School's Contract. Board members appointed to the governing board after the
28 approval of the School's Contract must be fingerprinted within thirty (30) days of
29 their appointment. The cost of fingerprinting shall be borne by the School or the
30 governing board member. The governing board agrees to dismiss governing

1 board members whose fingerprint check results reveal non-compliance with
2 standards of good moral character. Any change in governing board membership
3 must be reported to the Sponsor in writing within 48 hours of the change. Any
4 violation of this provision will result in the withholding of FTE payments, without
5 penalty of interest, until the violation is cured and constitutes good cause for
6 termination.

8 SECTION 11: EDUCATION SERVICE PROVIDER

9 A) Education Service Provider Agreement

10 1) School Use of ESP Services

- 11 a) If a management company and/or education service provider (ESP) will be
12 operating the School, the contract between the School and the ESP shall
13 require that the ESP operate the School in accordance with the terms
14 stipulated in this Contract and all applicable laws, ordinances, rules, and
15 regulations. The contract between the School and the ESP shall allow the
16 School the ability to terminate the contract with the ESP.
- 17 b) Neither employees of the ESP nor relatives of the ESP's employees, as
18 defined in Section 112.3135(1)(d), F.S., shall sit on the School's
19 governing board or serve as officers of the Corporation.
- 20 c) The Principal shall be evaluated by the School's Governing Board. The
21 Principal shall not own, operate, or serve as an officer of the management
22 company that serves the School.
- 23 d) The contract between the ESP and the School's governing board shall
24 ensure that an "arms-length," performance-based relationship exists
25 between the governing board and the ESP.
- 26 e) The contract between the School and the ESP shall require that the ESP
27 disclose to the School and the Sponsor, any affiliations with individuals or
28 entities (e.g. lessors, vendors, consultants, etc.) doing business with the
29 School.
- 30 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 Contract
4 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 shall be submitted in advance to the Sponsor for
10 review. A copy of the amended ESP agreement shall be provided to the Sponsor
11 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 the
26 School will use to recruit, hire, train, and retain qualified staff. The School agrees that its
27 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 employees within fifteen (15) days of the
30 first day of school each year. The School shall provide the Sponsor copies of

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

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

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

1 order to comply with NCLB requirements, all teachers in core academic areas
2 must be certified/qualified based on Florida Statutes and highly qualified as
3 required by NCLB. The School agrees to disclose to the parents of its student the
4 qualifications of instructional personnel hired by the School. Staff
5 resumes/biographies shall be available to parents/guardians and community
6 members upon request. The School shall provide continuing professional
7 development programs for its teachers.

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

14 **b)** The School shall not employ an individual who has resigned in lieu of
15 disciplinary action or who has been dismissed by any school district.

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

20 **4) Fingerprinting and Background Screening**

21 **a)** Pursuant to Sections 1012.32(2)(a), 1012.465, 1012.56(9), and 435.04,
22 F.S., and the Jessica Lunsford Act, the School shall fingerprint for level 2
23 screening of all applicants, for instructional and non-instructional
24 positions, that the School is interested in employing. Additionally, the
25 School agrees that each of its employees, representatives, agents,
26 subcontractors, or suppliers who are permitted access on school grounds
27 when students are present, who have direct contact with students or who
28 have access to or control of school funds must meet level 2 screening
29 requirements as described in Sections 1012.32, 1012.465, 1012.56(9), and
30 435.04, 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 may result in withholding of FTE payments, without
20 penalty of interest, and shall constitute good cause to terminate this
21 contract.
- 22 **d)** The School will establish and maintain an alcohol and drug-free
23 workplace, pursuant to the Drug-Free Workplace Act of 1988, 41 USC §
24 701 et seq. and rules at 34 CFR Part 85 Sub-Part F. In addition, the School
25 will comply with applicable Sponsor policy regarding drug and alcohol
26 testing. The School shall conduct general drug screening on all applicants
27 for instructional and non-instructional positions with the School, including
28 contracted personnel. A negative drug screening result shall be a
29 requirement and prerequisite for employment. The cost of drug screening
30 shall be borne by the School or the applicant. If the School employs

1 persons to operate commercial motor vehicles, it will comply with the
2 requirements of the Omnibus Transportation Employee Testing Act of
3 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382
4 and Section 1012.45, Florida Statutes.

5 **B) Employment Practices**

- 6 1) **Statutory Prohibition and Required Disclosure regarding Hiring of**
7 **Relatives:** The School and its employees shall comply with state law prohibiting
8 the employment of relatives which prohibits the appointment, employment,
9 promotion, or advancement, or the advocacy for appointment, employment,
10 promotion, or advancement in or to a position in the charter school in which the
11 personnel are serving or over which the personnel exercises jurisdiction or control
12 of an individual who is a relative.
- 13 2) **Self-Reporting of Arrests:** The School shall require all instructional employees
14 who hold Department of Education teaching certificates to self-report within 48
15 hours to appropriate authorities any arrest and final dispositions of such arrest
16 other than minor traffic violations.
- 17 3) **Code of Ethics:** The School shall require that its employees abide by the
18 guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education
19 Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct
20 for the Education Profession in Florida. The School shall adopt policies
21 establishing standards of ethical conduct for instructional personnel and school
22 administrators that comply with the requirements of the Ethics in Education Act.
23 The School shall be responsible for the investigation and discipline of any School
24 employee who may be in violation of these regulations. Knowing failure to
25 comply with the provisions of the Ethics in Education Act shall terminate this
26 Charter.
- 27 4) **Personnel Policy:** Attached is the School's policy for selecting and employing
28 personnel as Appendix E.
- 29 5) **Collective Bargaining:** School employees shall have the option to bargain
30 collectively and may collectively bargain as a separate unit or as part of the

1 existing School District collective bargaining unit as determined by the structure
2 of the School.

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

6 7) **Employee Discipline:** The School shall discipline its employees pursuant to state
7 law and rules and any applicable federal laws. The School shall apply thorough,
8 consistent, and even-handed procedures in disciplinary actions. Terminated
9 employees are entitled to receive compensation for the time they have been
10 employed.

11 8) **Employee Evaluation:** The School shall annually evaluate all instructional
12 employees pursuant to state law.

13 9) **Personnel Files:** The School shall maintain personnel files for all persons
14 employed by the School. Such files shall be maintained by the School at a readily
15 accessible location in St. Lucie County, Florida and shall be open to public
16 inspection as provided by law. All School employees will be evaluated by the
17 School.

18 10) **Substitute Teachers:** The School has the option of using substitute teachers from
19 the Sponsor's substitute teacher list, if agreed to by Sponsor and School. If the
20 School exercises this option, it must pay the same rate as the Sponsor, and pay all
21 wages directly to the substitute teacher.

22 11) **Complaints against Employees:** The School shall promptly undertake a
23 preliminary investigation of any complaint against a School employee to
24 determine whether there is probable cause to proceed further. The School shall
25 provide to the Sponsor a copy of each complaint against any employee and shall
26 provide to the Sponsor a copy of the report of the preliminary investigation of
27 such complaint within three (3) business days of completion of the preliminary
28 investigation. As required by Section 1012.796, F.S.:

29 a) If allegations against a School employee who is certified under Section
30 1012.56, Florida Statutes, and who is employed in an educator-certified

1 position show that a violation occurred as provided in Section 1012.795,
2 F.S., and defined by rule of the State Board of Education, the School shall
3 file in writing with the FDOE a legally sufficient complaint and shall
4 provide a copy to the Sponsor. Such filing shall be made within 30 days
5 after the date on which the subject matter of the complaint came to the
6 attention of the School. The School shall include with its filing all known
7 information relating to the complaint.

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

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

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

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

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

1 federally funded training, the Sponsor shall pay all of the additional costs
2 associated with the participation of the Sponsor's employees in such
3 training activities at the same rates and reimbursement methodologies
4 currently charged to the School for the participation of the School's
5 employees.
6

7 **SECTION 13: REQUIRED REPORTS/DOCUMENTS**

8 **A) Required Reports/Documents.** The School shall provide the Sponsor all required
9 reports and documents as set forth in this Charter. The Sponsor may require the School to
10 provide additional reports and/or documents if necessary. The parties agree that the
11 Sponsor, with reasonable notice, may request at any time and the School shall within a
12 reasonable amount of time provide, reports on the School's operations and student
13 performance. Such reports shall be in addition to those required elsewhere in this
14 Charter. In addition, the School shall be responsible for providing updated
15 reports/documents whenever material changes are made thereto, including, but not
16 limited to its:

- 17 1) Policies and Procedures;
- 18 2) Dismissal Policies and Procedures;
- 19 3) Disaster Preparedness Plan;
- 20 4) Employee Handbook;
- 21 5) Current List of Governing Board Members;
- 22 6) Bylaws;
- 23 7) Articles of Incorporation;
- 24 8) Parental Contract;
- 25 9) Facility Lease or Proof of Ownership; and
- 26 10) Facility Certifications.

27 **SECTION 14: MISCELLANEOUS PROVISIONS**

28 **A) Impossibility:** Neither party shall be considered in default of this Contract if the
29 performance of any section or all of this Contract is prevented, delayed, hindered or
30 otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot,

1 fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond
2 either party's control, and which cannot be overcome by reasonable diligence and without
3 extraordinary expense.

4 **B) Notice of Claim**

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

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

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

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

17 **D) Entire Agreement:** This Contract shall constitute the full, entire, and complete
18 agreement between the parties. All prior representations, understandings, and agreements
19 whether written or oral are superseded and replaced by this Contract. This Contract may
20 be altered, changed, added to, deleted from, or modified only through the voluntary,
21 mutual consent of the parties in writing. Any amendment to this Contract shall be agreed
22 to in writing and executed by both parties. No amendment may alter the grade levels
23 served by the School or alter eligibility for enrollment.

24 **E) No Assignment:** This Contract shall not be assigned by either party. The School may,
25 without the consent of the Sponsor, enter into contracts for services with an individual or
26 group of individuals organized as a partnership or cooperative so long as the School
27 remains ultimately responsible for those services as set forth in this Contract.

28 **F) No Waiver:** No waiver of any provision of this Contract shall be deemed or shall
29 constitute a waiver of any other provision unless expressly stated. The failure of either
30 party to insist in any one or more instances upon the strict performance of any one or

1 more of the provisions of this Contract shall not be construed as a waiver or
2 relinquishment of the term or provision, and the same shall continue in full force and
3 effect. No waiver or relinquishment to any provision of this Contract shall be deemed to
4 have been made by either party unless in writing and signed by the parties.

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

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

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

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

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

27 **L) Notice:** All notices to be given hereunder shall be in writing, and all payments to be made
28 hereunder shall be by check, and may be served by hand delivery, express delivery or by
29 depositing the same in the United States mail addressed to the party to be notified,
30 postpaid, and certified with return receipt requested. Notice given in any manner shall be

1 effective only if and when received by the party to be notified. All notices to be given to
2 the parties hereto shall be sent to or delivered at the addresses set forth below:

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

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

17
18 If to School: Renaissance Charter School, Inc.
19 Governing Board Chairperson
20 6245 North Federal Highway,
21 Ft. Lauderdale, Florida 33308

22
23 With copy to: Renaissance Charter School at Tradition
24 Principal/School Director
25 10900 SW Tradition Pkwy
26 St. Lucie, FL

27
28 By giving the other party at least fifteen (15) days written notice thereof, each party shall
29 have the right to change its address and specify as its new address for the purpose hereof
30 any other address in the United States.

1 **M) Authority:** Each of the persons executing this Contract represent and warrant that they
2 have the full power and authority to execute the Contract on behalf of the party for whom
3 he or she signs and that he or she enters into this Contract of his or her own free will and
4 accord and with his or her own judgment, and after consulting with anyone of his or her
5 own choosing, including but not limited to his or her attorney. The School and the
6 Sponsor both represent that they have been represented in connection with the negotiation
7 and execution of this Contract and they are satisfied with the representation.

8 **N) Conflict/Dispute Resolution**

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

21 **a)** Informal discussion shall commence between representatives of the School
22 and the Sponsor regarding the particular issue(s) in question. If the matter
23 is not resolved, either party may elect to forward the issue(s) to the next
24 step.

25 **b)** Written notice by the School or Sponsor outlining the nature of an
26 identified problem in performance or operations not being met or
27 completed to the satisfaction of either party. If the matter is not resolved at
28 this step, either party may elect to forward the issue to the next step.

29 **c)** A publicly noticed meeting open to the public between the governing
30 board of the School and the Sponsor's representatives to discuss the

1 issue(s) and resolution of same, and any proposed modification or
2 amendments to the terms and conditions of this Charter. If the matter is
3 not resolved at this step, either party may elect to forward the issue(s) to
4 the next step.

5 **d)** An item will be placed upon the agenda of the Sponsor’s regular meeting
6 to enable the Sponsor to render a final decision regarding the issue(s) that
7 are in dispute.

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

10 **2) School Stakeholder Conflicts:** All conflicts between the School and the
11 parents/legal guardians of the students enrolled at the School shall be handled by
12 the School. Parents/legal guardians shall have the right to be heard by the
13 School’s governing board if the conflict is not resolved by the School. Evidence
14 of each parent’s/guardian’s acknowledgement of the School’s Parent Conflict
15 Resolution Process shall be available for review upon request by the Sponsor.

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

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

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

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

- 1 **R) Counterparts.** This Charter may be executed in any number of counterparts, each of
2 which shall be an original, but all of which together shall constitute one Charter.
- 3 **S) Authorization.** Each of the persons executing this Charter has the full power and
4 authority to execute the Charter on behalf of the party for whom he or she signs.
- 5 **T) Binding Effect.** Each and all of the covenants, terms, provisions and charter shall be
6 binding upon the inure to the benefit of the parties hereto and their respective assigns,
7 successors, subsidiaries, affiliates, holding companies and legal representatives, as
8 allowed in the charter.
- 9 **U) Legal Representation.** The parties acknowledge that each has been represented by legal
10 counsel in connection with the negotiation and execution of this Charter and each is
11 satisfied with the legal representation it received.
- 12 **V) No Partnership.** It is understood and agreed that nothing contained in the charter shall
13 be deemed or construed as creating a partnership or joint venture between the Board and
14 charter or any other party, or cause either party to be responsible in any way for the debts
15 and obligations of the other party.
- 16 **W) Employee Status.** Any contract entered into by the charter school and a third-party must
17 provide that the third party is not a public employee and is not entering into a contract
18 with the Sponsor.
- 19 **X) Gender, etc.** Unless the context clearly indicates to the contrary, words singular or plural
20 in number shall be deemed to include the other, and pronouns having a neuter, masculine,
21 or feminine gender shall be deemed to include the others.
- 22 **Y) Cumulative Rights.** All rights, powers, remedies, benefits, and privileges available
23 under any provision of this Charter to any party hereunder is in addition to any
24 cumulative of any and all rights, powers, remedies, benefits, and privileges available to
25 such party under all other provisions of this Charter, at law or in equity.
- 26 **Z) No Construction Against Drafter.** Each of the parties hereto has been represented by
27 legal counsel who have had ample opportunity to, and have, participated in the drafting of
28 this Charter. Therefore, this Charter shall not be construed more favorably or unfavorably
29 against any party.

- 1 **AA) Waiver of Jury Trial.** The parties waive trial by jury in the event of any litigation
2 between the parties regarding any matter related to this Charter or the School.
- 3 **BB) Mediation.** Any conflict arising out of this Charter may proceed to non-binding
4 mediation. If an agreement is not reached through mediation, the issue may proceed to the
5 appropriate judicial forum.
- 6 **CC) Attorneys' Fees.** In the event of any conflict, each party shall bear the costs of its own
7 attorneys' fees.
- 8 **DD) Incorporation of Application and Policy.** This Charter incorporates by reference all
9 representations made in the Application and amendments thereto and all requirements in
10 set forth in the Sponsor's Policy 3.90. The School agrees to meet all such representations
11 in its Application and fulfill all requirements of Policy 3.90.
- 12 **EE) Action Regarding the Status of the Charter.** The Sponsor shall have sole
13 responsibility to take any action to enforce this Charter or affect the status of the Charter.

14 [The rest of this page is left blank intentionally.]
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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:

RENAISSANCE CHARTER SCHOOL, INC., on behalf of
RENAISSANCE CHARTER SCHOOL AT TRADITION

By: _____
Signature of Secretary Date

By: _____
Signature of Board Chair Date

Name: _____
Secretary

Name: _____
Board Chair

ATTEST:

THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA

By: _____
MICHAEL J. LANNON,
Superintendent and Ex-Officio
Secretary Date

By: _____
DEBBIE HAWLEY, Chair Date

LIST OF APPENDICES

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- 5 Appendix B – Reading Plan
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- 7 Appendix C – School Health Service Plan
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- 11 Appendix E – School’s Personnel Policy
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