

**CHARTER SCHOOL CONTRACT**

**BETWEEN**

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

**And**

**COLLEGE PREPARATORY ACADEMY OF THE TREASURE COAST, INC.**

**FOR**

**COLLEGE PREPARATORY ACADEMY OF THE TREASURE COAST**

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THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA  
CHARTER SCHOOL AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida (“Sponsor”), and College Preparatory Academy of the Treasure Coast, Inc., a Florida nonprofit corporation (“School”).

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a non-profit organization a charter to operate a charter school within the school district; and

WHEREAS, the School is organized as a nonprofit organization, and desires to operate a charter school within the Sponsor’s school district for the purposes set forth in the School’s charter school application which is attached hereto as Attachment 1 and incorporated herein by reference; and

WHEREAS, the School shall be nonsectarian and nondiscriminatory in its programs, admissions policies, employment practices, and operations; be accountable to the Sponsor for its performance; not charge tuition or fees for state funded programs; meet all applicable Federal, State and local health, safety, and civil rights requirements; and be subject to an annual financial audit in a manner which is similar to that of the Sponsor; and

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

WHEREAS, it is the intent of the parties that this Charter School Agreement shall serve as the Charter for the operation of the School.

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

## ARTICLE 1.0 – GENERAL PROVISIONS

**1.1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**1.2. Application.** The School’s approved application submitted August 2, 1010, as revised March 9, 2011, to operate a charter school is appended hereto as Attachment 1 and is incorporated herein by reference. If any provision of this Charter is inconsistent with Attachment 1, the provision of this Charter shall prevail. The initial budget of the School is attached in Attachment 1. Hereafter, the School shall annually adopt and maintain a budget, and provide a copy to the Sponsor upon request. The School shall provide its plan for the financial and administrative management of the School, including a reasonable demonstration of the professional experience or competence of those individuals or organizations applying to operate the School, or hired or retained to perform such professional services.

### **1.3. Term**

**1.3.1. Effective Date:** This Charter shall become effective upon the signing by both parties (“Effective Date”) and shall cover a term of five (5) years commencing on the Effective Date, and ending on June 30, 2016.

(a) If the School does not commence operations at the beginning of the 2011-2012 school year, as provided in 1.3.2, the School may file with the Sponsor, in accordance with Policy 3.90(12)(g), a written request to defer the opening until the 2012-2013 school year.

(b) If the School does not open and commence operations by the beginning of the 2012-2013 school year, approval of the School’s application shall be void and this Charter shall terminate and be of no further force or effect.

**1.3.2. Start-Up Date:** The initial start-up of the School shall be consistent with the beginning of the Sponsor’s public school calendar for each school year. The School shall provide instruction for at least the number of days required by law for other public schools, and may provide instruction for additional days. At least two weeks prior to each school year after the initial start-up year, the School shall provide its school calendar for the subsequent year to the Sponsor. In order to operate its Charter School for the 2011-2012 school year, the School shall have made final arrangements for a facility site no later than two weeks before the first day of school, and the School shall, by that date, have approval from the authority in whose jurisdiction the facility is located, pursuant to Section 1002.33 (18), Florida Statutes. Operation of the School for the 2011-2012 school year shall be contingent on facility approval by two weeks before the first day of school. If the School has not secured site approval by that date, then the School’s first year under this Charter shall be solely for planning and development, and the School shall not enroll any students or receive any funding from the Sponsor for 2011-2012, except as available for planning purposes via the U.S. Department of Education Public Schools Charter Program (PSCP).

**1.3.3. Renewal:** After the initial term of this Charter pursuant to 1.3.1, the Charter may be re-

newed in increments of five (5) years by mutual written agreement of the parties, pursuant to Florida law. If approved for renewal, if either party desires changes in the terms of this agreement, the party will notify of such desire within ninety (90) days before expiration. If no such notification occurs, the Charter will renew under the terms of this agreement for a term of five (5) years. Notwithstanding any other term or provision of this Charter, the Charter shall be renewed for a term of fifteen (15) years if the School demonstrates that it has received a school grade of “A” or “B” pursuant to Section 1008.34, Florida Statutes, in three of the past four years and is not in a state of financial emergency or deficit. Such long term charter is subject to annual review and may be terminated during the term of the Charter pursuant to 1.5 below.

**1.4. Amendments.** The Charter may be amended during its term by mutual agreement of the parties, provided such amendment is agreed to in writing and executed by both parties. No amendment may alter the grade levels served by the charter school or alter eligibility for enrollment.

**1.5. Causes for Non-Renewal and Termination.** The Sponsor may choose to terminate the Charter during its term or to not renew the Charter at the end of its term for any of the following reasons:

- (a) A failure by the School to meet the requirements for student performance stated in this Charter; or failure to accomplish the purposes of a charter school stated in Section 1002.33, Florida Statutes.
- (b) A failure to participate in the State’s education accountability system created in Section 1008.31, Florida Statutes.
- (c) A failure by the School to meet generally accepted standards of fiscal management, which includes but is not limited to, a negative unreserved fund balance for three consecutive months (not including the first three months of operation) in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report, which is not the subject of an approved, viable Corrective Action Plan or Financial Recovery Plan; failure to meet generally accepted accounting principals; failure to timely provide an annual audit or for the annual audit to comply with the requirements specified in this Charter or Sponsor Policy 3.90; failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) days; spending in excess of approved appropriations; failure by the School to make payments on its obligations in the School’s contracts; and the School’s willful or reckless failure to manage public funds in accordance with the law;
- (d) A violation of federal, state, or local law or Sponsor Policy 3.90 by the School; or
- (e) Any other good cause shown, including but not limited to any action by the School that is detrimental to the health, safety, or welfare of the School students and any material breach of this Charter.

**1.5.1. Good Cause.** “Good cause” for purposes non-renewal or termination includes, but is not limited to, the following:

- (a) receipt by the School of a state-designated grade of “F” in any two (2) of four (4) years;
- (b) a failure by the School to pay payroll taxes to the Internal Revenue Service;
- (c) the School’s filing for voluntary bankruptcy, adjudication of bankruptcy, or state of financial impairment such that the School can no longer operate or is no longer economically viable;
- (d) the School’s failure to comply with maximum class size requirements;
- (e) an action by the School resulting in a charge, loss, or penalty to the Sponsor that is not promptly compensated by the School;
- (f) the School’s violation of any court order;
- (g) a criminal conviction upon matters involving the School against either the School’s Governing Board, its members (collectively or individually), or by the management company, if any, contracted by the School;
- (h) failure by the School to submit and comply with a corrective action plan, required by statute;
- (i) the School’s failure to submit to the Sponsor a financial recovery plan or corrective action plan with the appropriate supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to Section 218.503, Florida Statutes, or notification of a deteriorating financial condition, pursuant to Section 1002.345, Florida Statutes, as applicable; or failure to implement any financial recovery plan or corrective action plan approved by the Commissioner of Education pursuant to Section 218.503, Florida Statutes, or Section 1002.345, Florida Statutes, as applicable; or failure by the School to provide periodic progress reports as required by the financial recovery plan or corrective action plan as determined by the Sponsor;
- (j) the School’s receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years or more than once during any one fiscal year;
- (k) a finding that the School or its representative have perpetrated a material fraud upon the Sponsor or made material intentional misrepresentations in the Application (Attachment 1);



- (l) the School's failure to comply with the education goals established by Section 1000.03(5), Florida Statutes, pertaining to assistance to transitioning students from military families;
- (m) if the School is a secondary charter school, its failure to comply with Section 1003.43, Florida Statutes, or to the student progression standards set forth in Section 1008.25, Florida Statutes;
- (n) 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 in any two (2) of four (4) years; or
- (o) violation of the Family Educational Rights and Privacy Act (FERPA), located at 20 U.S.C. § 1232g; 34 C.F.R. Part 99;

**1.5.2. Additional Good Cause.** "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 (Attachment 1).
- (c) insufficient progress by the School in attaining achievement objectives contained in this Charter, including Attachment 1;
- (d) failure to timely submit reports/documents required by this Charter or by applicable statute, rule or policy;
- (e) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen (18) years of age or older;
- (f) the School's failure to achieve and maintain the minimum student enrollment set forth in the Application as provided in Section 2.9.1, shall trigger a notice of emergent default from the Sponsor in accordance with Section 1.6 below, and the School shall have thirty (30) days to provide a revised minimum student enrollment that is supported by a revised viable budget approved by the School;
- (g) the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB);
- (h) the School's failure to timely submit the School Improvement Plan to the Sponsor, as required herein and by State law;

- (i) the School’s failure to participate in all state assessment programs;
- (j) the School’s failure to use records and grade procedures that adequately provide the information required by the Sponsor;
- (k) the School’s failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- (l) the School’s failure to provide exceptional student education (“ESE”) students and English Language Learners (ELL) with programs and services in accordance with the provisions of this Charter and federal and state laws;
- (m) the School’s failure to comply with the Florida Building Code (including Chapter 533, Florida Statutes) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;
- (n) the School’s failure to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA);
- (o) the School’s failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;
- (p) a failure by the School to comply with background screening, including the payment of all associated costs, and other requirements set forth herein and in Section 1002.33(12)(g), Florida Statutes;
- (q) failure to comply with the School’s ethics policy as provided herein;
- (r) material violation of the School’s corporate by-laws; or
- (s) material violation of the School’s security procedures that effects the health, safety, or welfare of the students or staff.

**1.6. Non-renewal/90 Day Termination:** This Charter may be terminated or non-renewed for any of the reasons set forth in 1.5, 1.5.1, or 1.5.2 above in accordance with the process and notice provisions required by Section 1002.33, Florida Statutes. The Sponsor shall give written notice by facsimile transmission, hand delivery, or U.S. Certified Mail, Return Receipt Requested (in its option) of any such emergent default and the School shall have thirty (30) calendar days to cure such emergent default, which period may be extended at the sole discretion of the Sponsor if reasonable progress is being made by the School to cure. Except when terminated immediately pursuant to paragraph 1.6.1, the Sponsor shall provide written notification to the School of a proposed non-renewal or termination of this Charter at least ninety (90) days prior to the proposed action. The notice shall state in reasonable detail the grounds for the proposed action and provide

that the School's governing body may, within fourteen (14) calendar days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within thirty (30) days of receiving a written request from the School's governing body. If a charter is not renewed or is terminated, the Sponsor shall, within ten (10) calendar days, articulate in writing the specific reasons for its nonrenewal or termination of the charter and must provide the letter of nonrenewal or termination and documentation supporting the reasons to the School's governing body, its principal, and the Florida Department of Education. The School's governing body may, within thirty (30) calendar days after receiving the Sponsor's decision to either terminate or to not renew the Charter, appeal the decision to the State Board of Education pursuant to the procedure established in Section 1002.33(6)(e) and (8)(c), Florida Statutes. The School's governing board shall continue to operate the School during the pendency of any appeal to the State Board of Education. In that event, all provisions of this Charter shall remain in effect.

**1.6.1 Immediate Termination of Charter.** This Charter may be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety or welfare of the students is threatened or impaired. The Sponsor shall give written notice by facsimile transmission or hand delivery (in its option) of any such emergent default and the School shall have five (5) business days to cure such emergent default. During the five (5) day cure period and thereafter, the Sponsor may take such action as is reasonably necessary, including taking over operation of the School, to protect the health, safety, or welfare of the students and the School agrees that it shall not impede the Sponsor as it takes such action. The Sponsor shall provide the basis for termination in written findings reasonably detailing the basis for termination and such findings shall be made concurrently with termination. The School may appeal any decision of the Sponsor to terminate this Charter immediately pursuant to the procedure established in 1002.33(8)(d), Florida Statutes. The Sponsor shall assume the operation of the School under these circumstances, for a period of time as determined solely and exclusively by the Sponsor. During any time the Sponsor operates the School, the Sponsor shall only disburse charter school funds in order to pay normal expenses of the School as they accrue in the ordinary course of school business. The Sponsor is not required to use its own funding resources to operate the School. The School's instructional and operational employees may continue working in the school during any time the Sponsor operates the School but will not be considered Sponsor employees. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees while operating the School. The Sponsor assuming operation of the School under these circumstances shall require, and be contingent on, full cooperation by the School, including but not limited to the following:

- (a) the School immediately providing Sponsor all keys to the School facilities, all security system access codes and access codes for all computers; all student, education and administrative records of the School; access to the School's bank accounts and public funds; access to the School's storage facilities; all records, information, receipts, and documentation for all expenditures of public funds, including but not limited to federal grants such as Title 1 and charter school grants and all public property;
- (b) the School not removing any funds or property purchased with either public or private funds until the Sponsor has had reasonable opportunity to determine whether the funds are public or private and whether the property was purchased with public or

private funds.

**1.6.2. Notice of Non-renewal or Termination from School:** If the School intends not to renew, the School shall notify the Sponsor in writing by March 1. The School also agrees to notify the Sponsor ninety (90) days in advance of any intent to terminate or not renew.

**1.6.3. Records:** Upon termination or expiration of this Charter, the School agrees to deliver all school records and student records to the Sponsor's Student Services Division immediately and without delay.

**1.6.4. Debts:** If this Charter is not renewed or is terminated, the Charter School shall be responsible for all the debts of the School, including any debts related to real property acquisition or lease. The Sponsor will not assume the debt from any contracts for services made between the governing body of the School and third party, except for a debt that is previously detailed and agreed-upon by both the Sponsor and the Governing body of the School.

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

**1.7.1. 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.

**1.7.2. Public Meetings:** All meetings of the School's Governing Body and School Advisory Council, and advisory committees to the Governing Board, shall be open to the public and properly noticed pursuant to Section 286.011, Florida Statutes, relating to public meetings. As to all meetings of the School for which minutes are required pursuant to Florida law, a copy of such minutes shall be provided by the School to the Sponsor upon request.

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

- (a) Title VI of the Civil Rights Acts of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;

- (b) Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin;
- (c) Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of gender;
- (d) The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least 40;
- (e) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against the disabled;
- (f) The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;
- (g) The Family and Medical Leave Act of 1993 (FMLA) which required covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons;
- (h) The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;
- (i) The Florida Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State;
- (j) P.L. 93-508 (Federal Law) and Section 295.07, Florida Statutes, which provide categorical preferences for employment and re-employment rights to veterans; and
- (k) Applicable Sponsor rules.

**1.7.4. Private Employer:** Notwithstanding the foregoing, it is anticipated that the School, in accordance with the Charter, shall function as a private employer as permitted by Section 1002.33(12)(i), Florida Statutes, as amended from time to time. The School’s board members and employees shall comply with Section 112.061, Florida Statutes, relating to reimbursement of expenses; and Part III of Chapter 112, Florida Statutes.

**1.8. Dispute Resolution.** Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of the Charter which the Parties are unable to resolve informally, may be resolved according to the following Dispute Resolution process, unless otherwise directed or provided for in the aforementioned statute. It is anticipated that a continuing policy of open communication between the

Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure. The Sponsor and the School agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute. The Dispute Resolution procedure is as follows:

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

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

**1.8.3.** A publicly noticed meeting open to the public between the Governing Board of the School and the Sponsor's representatives to discuss the issue(s) and resolution of same, and any proposed modification or amendments to the terms and conditions of this Charter. If the matter is not resolved at this step, either party may elect to forward the issue(s) to the next step.

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

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

**1.9. Required Reports/Documents.** The School shall provide the Sponsor all required reports and documents as set forth in this Charter. In addition, the School shall be responsible for providing updated reports/documents whenever material changes are made thereto, including, but not limited to its:

- (a) Policies and Procedures;
- (b) Dismissal Policies and Procedures;
- (c) Disaster Preparedness Plan;
- (d) Employee Handbook;
- (e) Current List of Governing Board Members;
- (f) Bylaws;
- (g) Articles of Incorporation;
- (h) Parental Contract;

- (i) Facility Lease or Proof of Ownership; and
- (j) Facility Certifications.

## **ARTICLE 2.0 STUDENTS**

**2.1. Community.** The community to be served by this Charter is defined as St. Lucie County. The parties agree that the School shall serve any eligible student residing in St. Lucie County. The capacity of the school shall be determined annually by the School, in conjunction with the Sponsor, in consideration of the factors identified in Section 1002.33. The School shall notify the Sponsor of its proposed enrollment at least thirty days prior to the start of school. The student enrollment capacity shall be the maximum number of students the School may serve and shall not exceed the maximum enrollment set forth herein; the occupancy limits set forth in the School's certificate of occupancy, certificate of use, and fire permit; and maximum class size reduction numbers ("Enrollment Capacity"). Monthly payments shall be withheld, without penalty of interest, for students in excess of the Enrollment Capacity.

**2.2. Racial/Ethnic Balance.** The School agrees that it shall develop and implement strategies to achieve a diverse racial/ethnic balance reflective of the "community" it serves. The School shall comply with any provisions of the Sponsor's student assignment plan concerning racial/ethnic, socioeconomic, or academic achievement diversity.

**2.3. Non-Discrimination.** The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and it shall not violate the antidiscrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School agrees it shall not discriminate in employment or any educational program or activity based on race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, disability if otherwise qualified or any other unlawful factor.

**2.4. Non-Sectarian.** The School shall guarantee that its admissions policies are nonsectarian.

**2.5. Students with Disabilities.** Students with disabilities who are enrolled in the School shall be provided with programs implemented in accordance with federal and state laws and local policies and procedures, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973; Sections 1000.05 and 1001.42(4)(1), Florida Statutes; Chapter 6A-6 of the Florida Administrative Code; the Sponsor's Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students documents, Sponsor's policies relating to, "Least Restrictive Environment," "Nondiscrimination on Basis of Disability," and sections of the Sponsor's Student Progression Plan and Code of Student Conduct dealing with students with disabilities. Failure to comply with the laws and regulations regarding rights of disabled students will be considered a breach of this Charter and good cause to terminate. The Sponsor will have the responsibility of conducting the evaluation of students referred for potential ESE placement in accordance with federal and state mandates. The School agrees that the Sponsor will perform all evaluations of students initially referred for ESE placement. The School will not be billed for these services. The School may obtain independent edu-

cational evaluations of students at their expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by Sponsor district personnel in a manner and timeframe consistent with that of all other schools in the district. The School will be responsible for the delivery of all educational and related services indicated on the student's individualized education program (IEP). Related services e.g., speech/language therapy, occupational therapy, physical therapy, and counseling must be provided by the School staff or paid for through a separate contract. The School will access training opportunities provided by the Sponsor at the Sponsor's expense to ensure compliance with the IDEA.

**2.5.1. Non-Discrimination:** The School shall adopt and implement a non-discriminatory policy regarding the eligibility determination, IEP development, and placement processes.

**2.5.2. Free Appropriate Public Education (FAPE):** The School shall provide a FAPE to each exceptional student enrolled in the School.

**2.5.3. Individualized Education Programs (IEPs):** The School will utilize all of the Sponsor's forms and procedures related to monitoring and documenting response to instruction and intervention activities, evaluation (when appropriate) and re-evaluation for ESE eligibility, IEP development, and placement. The School will schedule and conduct an IEP meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School. The School will make available the amount of regular education and special education and related services listed on each student's IEP. Also, the School will make available appropriate least restrictive environments as may be stated on the student's IEP.

**2.5.4. Local Education Agency (LEA):** The School will designate an LEA. The School's LEA will participate in District LEA training and ESE Department Chair meetings. The School will serve as the LEA at all IEP meetings for all students. The Sponsor will serve as the LEA at all eligibility staffings, until such time as the School-designated LEA is determined to have met the District's requirements for a LEA. The Sponsor will provide a Staff Person to serve as the LEA when the IEP meeting is considering an initial placement, a change in placement, a dismissal from special education, a change in assignments, or a discontinuation of services until such time as the School-designated LEA is determined to have met the District's requirements for a LEA. The Sponsor may participate in IEP meetings at the School and may serve as the LEA Representative when attending. If an IEP may result in the removal of a student with a disability from the School, the Sponsor must be provided notice to participate in the meeting at a mutually agreed time.

**2.5.5. Least Restrictive Environment:** The School will make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aides and services cannot be achieved satisfactorily. School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. In order to ensure the delivery of FAPE, the School shall offer a continuum of placements, including, at a minimum, consultation, support facilitation, and resource classes. Those students whose needs can-



not be adequately addressed at the School as determined by an IEP committee will be referred for appropriate placement based on the IEP designated services; and the School staff will work together with the Sponsor's personnel to ensure that the needs of these students are met.

**2.5.6. Cooperation:** The School will assist and cooperate with the Sponsor in any legal or quasi-legal activity in connection with an ESE student attending or admitted to the School, such as a due process hearing request, formal complaint, or mediation. The School will provide legal representation selected after consultation with the Sponsor in any legal or quasi-legal activity regarding the educational program or placement afforded ESE students attending or admitted to the School, such as mediation, due process hearings, appeals, other court action, or a formal complaint. In the event there is a Due Process Hearing in accordance with the IDEA and/or Section 1003.57(1)(b), Florida Statutes, involving the provision of education and related services to a student with disabilities or a student who is gifted in the School, the School shall bear all the costs of the hearing, including legal representation. In the event that the party representing the parents or guardians is prevailing, any and all attorneys fees awarded to the prevailing party will be paid by the School.

**2.5.7. Procedural Safeguards:** Parents of exceptional students shall be afforded notice of procedural safeguards in their native language, as provided by the Florida Department of Education. Procedural safeguards shall be posted on the School's website and upon request shall be provided to parents electronically.

**2.5.8. ESOL Students:** Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement; or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, has been approved by the School's Board of Directors to teach in this capacity, and who completed the required in-service training in ESOL (a minimum of 60 hours each school year assigned to teach an LEP student until the ESOL endorsement is added) as provided by the District in compliance with the LULAC, et al. v. State Board of Education Consent Decree. The School will meet the requirements of the Consent Decree entered in LULAC, et al. v. State Board of Education.

**2.5.9. 504 Students:** The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such student to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students, who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations. The School will assist and cooperate with the Sponsor in any legal or quasi-legal activity in connection with an ESE student attending or admitted to the School, such as a due process hearing request, formal complaint, or mediation, in connection with a student identified with a 504 accommodation.

**2.5.10. Parental Rights:** Parents of students identified with a 504 accommodation shall be afforded notice of their parental rights, as provided by the Florida Department of Education.

**2.5.11 Federal and State Reports:** Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this charter.

**2.6. Enrollment Process.** The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceeds the School's Enrollment Capacity or the capacity of a program, class, or grade level, as set forth in Attachment 1. The School shall obtain proof of consent to enroll each eligible student from the student's parent/guardian or from the student if eighteen or older. The School shall verify that each student seeking enrollment meets the School's minimum grade point average requirement of 2.0 prior to enrollment. All qualified applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings of students enrolled in the School, the child of a member of the Governing Board of the School, a child of an employee of the School, students of any charter school with which the School develops a Sponsor-approved articulation agreement, and students residing within a two mile radius of the School. Enrollment to the School shall be open to all students residing in St. Lucie County that meet the School's minimum grade point average requirements. 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 educational program for disciplinary reasons.

**2.7. Enrollment—Health, Safety and Welfare.** Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations. The School agrees to comply with the Federal gun Free School Act of 1994, the state's Zero Tolerance for School Related Violent Crime regulations, Florida Administrative Code Rule 6A-1.0404; and any other applicable state and/or federal law pertaining to the health, safety and welfare of students.

**2.8. Discipline.** The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and the Code of Student Conduct as developed by the School's Governing Board and outlined within the School's Parent/Student Handbook, attached to the School's Application. The School may not dismiss, withdrawal, or transfer an otherwise qualified student from attendance except for causes for expulsion as contained in the Sponsor's Code of Student Conduct and in accordance with the School's dismissal process. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention in writing and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from St. Lucie County Public Schools, the School will cooperate in providing information and testimony needed in any legal proceeding. The School's Board of Directors shall recommend expulsions to the Sponsor, and the Sponsor has the ultimate authority in cases of student expulsion. Only the Sponsor may expel a student. Students with disabilities will be disciplined only in accordance with requirements of the Individuals with Disabilities Education Act and Rehabilitation Act. The School may not adopt any rules less restrictive than the Sponsor's Code of Conduct. To the extent that the School adopts any student conduct rules more stringent than the Sponsor's Student Code of Conduct, the School will provide copies of such regulations to the Sponsor prior

to adoption, which may not conflict with the provisions herein. The School agrees that it will not engage in the corporal punishment of its students. Notwithstanding anything herein to the contrary, a student may also be dismissed from the School for the student's failure to maintain the minimum grade point requirement of 2.0, and the parent/guardian's failure to comply with the School's rules governing parent volunteer hours. However, parents/guardians shall be relieved from parent volunteer hours if they can demonstrate good cause, including but not limited to, disability.

**2.9. Number of Students and Grades Served.** The School shall serve the number of students as set forth in Attachment 1 and subsequent amendments to this Charter. The School shall comply with maximum class size requirements as established in Art. IX, Section 1 of the Florida Constitution and Section 1003.03, Florida Statutes. If Section 1003.33(16)(b)3, Florida Statutes, 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 Florida Department of Education on the Sponsor.

**2.9.1. Minimum Enrollment Requirements.** The School's minimum enrollment is the minimum enrollment set forth for each year of operation in Attachment 1. The parties agree that this minimum enrollment will support the School's operations under the School's budget set forth in Attachment 1. Operation of the School for the 2011-2012 school year shall be contingent on meeting minimum enrollment requirements for year 1 by two weeks before the first day of school, or enrollment numbers sufficiently close to the minimum enrollment such that the budget set forth in Attachment 1 is still viable and maintains a 2.5% unreserved fund balance at the end of the school year, or such other minimum enrollment as mutually agreed by the parties which is supported by a revised viable budget approved by the School. If the School has not achieved minimum enrollment by that date, or enrollment numbers sufficiently close to the minimum enrollment such that the budget set forth in Attachment 1 is still viable and maintains a 2.5% unreserved fund balance at the end of the school year, or such other minimum enrollment as mutually agreed by the parties which is supported by a revised viable budget approved by the School, then the School's first year under this Charter shall be solely for planning and development and the School shall not receive any funding for 2011-2012 except as available for planning purposes via the U.S. Department of Education Public Schools Charter Program (PSCP). Failure to maintain minimum enrollment, or enrollment numbers sufficiently close to the minimum enrollment such that the budget set forth in Attachment 1 is still viable and maintains a 2.5% unreserved fund balance at the end of the school year, or such other minimum enrollment as mutually agreed by the parties which is supported by a revised viable budget approved by the School, for the October and February FTE reporting periods each year of operation shall be good cause for termination or nonrenewal. A budget to support minimum enrollment is attached in Attachment 1.

**2.10. Extracurricular Activity.** Students at the School will be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the District to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirement for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the

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

**2.11. Records.** The School shall maintain both active and archival records for current and former students in accordance with Florida Statutes. The School will ensure that all student records are kept confidential as required by applicable federal and state law. The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the School.

**2.12. Graduation Requirements.** The School shall follow the procedures described in Attachment 1 to determine whether an enrolled student has met the requirements for graduation. The School shall not graduate nor issue a high school diploma to any student who has not met the graduation requirements of Sections 1003.43 and 1008.25, Florida Statutes.

**2.13. Withdrawal or Transfer of Students.** The School may not withdraw or transfer a student involuntarily, unless the transfer is accomplished through existing administrative procedures in the Sponsor's Board Rules and/or Policies. A student may voluntarily withdrawal or transfer from the School at any time.

### **ARTICLE 3.0 ACADEMIC ACCOUNTABILITY**

**3.1. Educational Program Goals.** The School agrees to implement its educational and related programs as specified in Attachment 1, the School's approved application, setting forth the School's curriculum, the instructional methods, and any distinctive instructional techniques to be used and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School ensures that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. Further the curriculum and instructional strategies for reading are consistent with the Sunshine State Standards, are grounded in scientifically- based reading research and are consistent with the State's K-12 reading initiative. The School shall meet the following objectives as required by Section 1002.33, Florida Statutes:

- (a) Improve student learning and academic achievement.
- (b) Increase learning opportunities for all students with a special emphasis on low performing students and reading.

- (c) Encourage the use of innovative learning methods.
- (d) Require the measurement of learning outcomes. The School further agrees that its programs and operations shall be nonsectarian. The Sponsor shall ensure that the School is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes. The School will adopt the Sponsor's school year calendar to provide instruction for at least the number of days required by law for other public schools.

**3.1.1. Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Reading Plan unless it has chosen to "opt-out" and use an alternate Florida Department of Education-approved core reading plan. The School shall provide to the Sponsor any alternate Florida Department of Education-approved core reading plan, in its entirety at least thirty (30) days prior to the first day of school.

**3.2. School Improvement Plan.** The School's Governing Board shall approve a School Improvement Plan ("SIP"), as applicable, in each year of this Charter, as required by Section 1002.33, Florida Statutes. During each year of the Charter, the School agrees to include in the School Improvement Plan all requirements outlined in the plan based on the School's status under school grades, NCLB, Differentiated Accountability, Title I status or other state or federal requirements. The School Improvement Plan shall also contain the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Accountability Plan submitted to the Sponsor. The School Improvement Plan must require the clear identification of source documents for data, and where applicable, reliance upon the state generated disaggregated data.

**3.3 Achievement Measurement.** The School agrees to implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been identified in Attachment 1, or as otherwise provided by state law. The School agrees to document to the Sponsor the current baseline standard of student achievement of its students, the outcome to be achieved, and the method of measurement, which will be mutually agreed upon and identified in the School's Curriculum. This shall include a detailed description of how the baseline student achievement levels and prior rates of academic progress will be established, how these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School and, to the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations. The Sponsor shall provide academic student performance data to the School for each of their students coming from the district school system, as well as rates of academic progress of comparable student populations in the district school system.

**3.4. Student Assessment.** The methods to be used to identify educational strengths and needs of students and the educational goals and performance standards are set forth in Attachment 1. Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.

**3.4.1. Assessment Programs.** All students in the School will participate in all state assessment

programs in which the district students in comparable grades/schools participate. The School shall be responsible for administering required statewide tests. The Sponsor shall bear the costs of such assessments, as provided in Section 1002.33. Additionally, the Sponsor will provide consultation by its applicable district staff and those services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the tests to its students and adhering to procedures published for each test. The School shall be responsible for providing adequate technological infrastructure to support all required online tests. Furthermore, the School agrees to administer all statewide assessments according to the schedule approved for the other public schools in the District. The School may use other assessment tools in its discretion that are educationally relevant and sound, and consistent with this Charter and The School Curriculum.

**3.4.2. Sponsor Access to Data:** The School agrees to allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met.

**3.5. Records and Grading Procedures.** Based on the assumption that at some point in their academic careers some of the students involved at the School will return to the regular public school system, the School shall utilize a records and grading procedure that is consistent with the Sponsor's current records and grading system.

- (a) The School shall maintain both active and archival records for current/former students in accordance with Section 1002.22, Florida Statutes.
- (b) All permanent (Category A) records of students leaving the School, whether by graduation, transfer to the public school system, or withdrawing to attend another school, shall be promptly transferred and delivered by the School to the Sponsor's Student Records Center, 4204 Okeechobee Road, Fort Pierce, Florida 34947. A copy may be maintained by the School.
- (c) Records of student progress (Category B) shall be immediately transferred and delivered by the School to the appropriate school if a student withdraws to return to the Sponsor's school system or to another school system. The School may retain copies of the departing student's academic records created during the student's attendance at the School. The School will submit an annual report prior to July 1 of each year to the Sponsor, listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor, or other disposition if appropriate).

**3.6. Student Progression Requirements.** The School shall comply with the method for determining that a student has satisfied the requirements for student progression pursuant to 1008.25 Florida Statutes. The School shall adopt a Student Progression Plan ("SPP") that is at least as stringent as the Sponsor's and meets all requirements of law and shall provide a copy to the Sponsor thirty (30) days prior to the initial day of classes. To the extent that the School's SPP

fails to address an issue, the Sponsor's SPP shall be deemed to apply.

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

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

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

**3.7.2. Accountability:** The School shall participate in the State education accountability system.

## **ARTICLE 4.0 FINANCIAL ACCOUNTABILITY**

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

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

**4.1.1.1. Distributions:** The annual projection and the results of the full-time equivalent student membership surveys will be used in determining the amount of funds distributed to the school.

**4.1.1.2. Enrollment Reporting.** The School shall report its student enrollment to the Sponsor as required by Section 1011.62, Florida Statutes, and the definitions set forth in Section 1011.61 Florida Statutes, in a manner consistent with District and State reporting requirements. Both parties agree to explore the possibility of the School uploading this information electronically to the Sponsor's student database to increase efficiency.

**4.1.1.3. Administrative Fee:** The Sponsor shall provide certain administrative and educational services consistent with Section 1002.33(20)(a), Florida Statutes, which services shall include contract management services; full-time equivalent and data reporting services and the same on-site access to data systems as used by other public schools including hardware, software, and connectivity; exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the Sponsor at the request of the School; test administration services, including payment of the costs of state-required or district-



required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the Sponsor's school district. Student performance data for each student in a charter school, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner as provided to its other schools. The Sponsor shall receive an administrative fee for such services in accordance with Section 1002.33(20)(a), Florida Statutes, and shall withhold the five percent administrative fee for enrollment up to and including 250 students, unless otherwise prescribed by law.

**4.2. Cost Accounting:** The School agrees that it will submit to the Sponsor in a timely manner, the information specified in Section 1010.20, Florida Statutes. The School shall comply with all the requirements set forth in the Florida Commissioner of Education's publication entitled Financial and Program Cost Accounting and Reporting for Florida Schools, as the means of codifying all transactions pertaining to its operations, pertaining to general fixed assets and tangible personal property. At least sixty (60) days before the initial day of classes, the School shall submit to the Sponsor a description of the internal audit procedures and controls adopted by the School to ensure that financial resources are properly managed. Federal, state, and local funds shall be maintained according to existing mandates and practices, i.e., separate funds and bank accounts for federal funds and state and local funds.

**4.3. Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation in the form of the annual financial report, that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within 30 days of notice of such expenditures.

**4.4. Funding Calculation Revisions.** Total funding for the School shall be recalculated during the year to reflect the revised calculations under FEFP by the State and the actual WFTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:

**4.4.1. Holdback/Proration:** In the event of a statewide holdback or proration which reduces the Sponsor's district funding, the School's funding will be reduced proportionately in accordance with Section 1002.33(17), Florida Statutes.

**4.4.2. Exceeding State Cap:** In the event the Sponsor's district exceeds the state cap for WFTE in any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE.

**4.5. Federal Funding and Grants.** In any programs or services provided by the Sponsor which

are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g. approved free-and-reduced price meal applications) from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds. Pursuant to provisions of 20 U.S.C. 8061 Section 10306, the District will always provide all federal funding for which the School is otherwise eligible, including Title I funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement students greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Schools receiving Title I funds will employ highly qualified staff: teachers that are certified and teaching infield; support staff with two years of college or that have passed an equivalent exam. If the School accepts Title I funds, at least one percent of the Title I funds budget must be spent in support of parental involvement activities. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The IDEA discretionary portion of the IDEA appropriation will remain with the Sponsor to provide training as required by IDEA guidelines. The School may participate in discretionary IDEA training offered by the Sponsor at no cost. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Contract. The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the Schools competition for grants and other monetary awards, including but not limited to Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines. If the Sponsor develops a district-wide grant, the School shall be included in the district proposal, if mutually agreed to by the School and the Sponsor.

**4.6. Capital Outlay Funds.** The Sponsor will cooperate and assist the School, as required by Florida Statutes, to obtain capital outlay funding for which the School may be eligible. The School agrees to use procedures for submitting and approving requests for funding under 1013.62, Florida Statute. After Sponsor's approval of a Capital Outlay plan submitted by the School, the Sponsor shall deliver public capital outlay funds allocated and prorated to the School by the Commissioner of Education within ten (10) days of the delivery of such funds to the Sponsor by the Commissioner of Education.

**4.7. Funding Adjustment for Noncompliance.** If the Sponsor receives notice of an FTE or other funding adjustment which is attributable to noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice to the School, which shall within thirty (30) days refund the amount of the assessment. If the School fails to open, through no fault

of the Sponsor, the School shall reimburse the full amount of any funding provided by the Sponsor. The School shall reimburse the full amount to the Sponsor within thirty (30) days. The School will be responsible for an additional fee of 1% per month on the unpaid balance after 30 days from the date of notice of such assessment.

**4.8. Annual Audit.** The School agrees to obtain an annual audit in compliance with the Governmental Accounting Standards Board (GASB), federal, state and school district regulations showing all revenues received, from all sources, and all expenditures for the period July 1 through June 30 of that year. The audit shall be conducted by an accountant certified under the laws of the State of Florida and paid for by the School. Prior to inception of the annual audit, the School shall provide to the auditor the materials identified in the Sponsor's Policy 3.90(15)(b). The audit shall address the matters set forth in the Sponsor's Policy 3.90(15)(c).

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

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

(c) At a minimum, the independent CPA should examine the level of unreserved fund balance within the general fund in relation to general fund revenues. Such level should be 2.5% or higher. The Florida Office of the Auditor General has identified this percentage as indicating a minimum level of resources to be available for emergencies and unforeseen situations.

(d) If financial statements show a negative unreserved fund balance for three (3) consecutive months, not including the first three months of operation, such shall be considered failure by the school to meet generally accepted standards of fiscal management and therefore good cause for nonrenewal or termination of this Charter pursuant to Section 1.5.

(e) The Sponsor reserves the right to perform additional audits or reviews as part of the Sponsor's financial monitoring responsibilities as it deems necessary, at the Sponsor's expense. The Sponsor will notify the School of this procedure in a timely manner. Such audits may be performed at any time after approval of this contract. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this charter.

(f) School will also establish internal audit procedures and controls sufficient to ensure financial resources are properly managed. If a charter school internal audit reveals a deficit financial position, the auditors are required to notify the Charter School Governing Board, the Sponsor, and the Florida Department of Education. The internal auditor shall report such findings in the form of an exit interview to the principal administrator of the Charter School and the Chair of the Governing Board within seven (7) working days after finding the deficit position. A

final report shall be provided to the entire Governing Board, the Sponsor and the Florida Department of Education within fourteen (14) working days after the exit interview.

- (g) The School shall annually adopt and maintain an operating budget.

**4.9. Fiscal Monitoring.** Section 1002.33(5)(b)2, Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the school. The School will provide a monthly financial report to the Sponsor, to be delivered to the Sponsor no later than the twentieth (20th) day of the following month. These financial reports shall be cumulative and in the format prescribed by the Sponsor's finance department. The report shall include revenue and expenditure information in detail commensurate with the original budget. As such, it shall have individual columns for

- (a) the budget,
- (b) revenues and expenditures, month-to-date;
- (c) revenues and expenditures, year-to-date;
- (d) the budget balance (excess or deficiency of budgeted to actual);
- (e) The School shall provide the Sponsor with annual financial reports.

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

**4.9.1. Reports:** The parties agree that the Sponsor, with reasonable notice, may request at any time and the School shall within a reasonable amount of time provide, reports on the School's operations and student performance. Such reports shall be in addition to those required elsewhere in this charter.

**4.9.2. Inventory:** School shall annually take an inventory of its tangible property. School will forward an annual report of all tangible property purchased with public funds to Sponsor by August 20.

**4.10. Reversion Upon Non-renewal or Termination.** The parties acknowledge that both the Sponsor and the School are public entities.

- (a) In the event the School ceases operation or is dissolved, or this Charter is not renewed or is otherwise terminated, any public unencumbered funds of the School shall revert to the Sponsor except for capital outlay funds. Capital outlay funds shall revert to the Florida Department of Education. The School will not be required to reimburse Federal Public Charter School Program funds received from the Florida Department of Education to the Sponsor.

- (b) The School shall keep a detailed inventory of all assets purchased wholly with, or

in part with, public funds in accordance with Section 4.9.2. of this Charter. The parties agree that any property and improvements, furnishings and equipment purchased by, or on behalf of, the School with public funds shall be delivered to the Sponsor and automatically revert to full ownership by the Sponsor, regardless whether they were purchased by the School or by an educational service provider for the School. The School shall not enter into any contract that would interfere with the right of the Sponsor to assert title on its own behalf or on behalf of the State of Florida in the event of termination of the Charter for any reason.

(c) The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvement, furnishings and equipment purchased for the School, and the appropriate record keeping of same, during the term hereof or any extensions of the Charter School Contract. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.

**4.11. Fiscal Year.** The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

## **ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT**

**5.1. Proof of Start-Up Funding.** Not later than July 5<sup>th</sup> of 2011, if the school commences operations for the 2011-2012 school year, or June 15<sup>th</sup> of 2012, if the School uses the 2011-2012 year for planning and commences operations for the 2012-2013 school year, the School agrees to provide to the Sponsor proof of sufficient funds, including a letter of commitment which states that the only remaining condition to receipt of a line of credit is an executed charter agreement and specifying the availability and amount of the line of credit and including the date of availability of the line of credit, or a line of credit, for start-up costs to assure prompt payment of operation expenses associated with the opening of school, including, but not limited to the amount of any teacher and other staff salaries and benefits, and other operational expenses from the beginning of the school year through October of such year. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this charter.

**5.2. Tuition or Fees.** The School further agrees that it shall not charge tuition or fees, except those fees normally charged by the other public schools, or as allowed by Florida law.

**5.3. Reporting of Students.** The School agrees to use data provided through its participation with the Sponsor in electronic data processing systems pertaining to admissions, registration, and student records. The School will accurately report its student enrollment to the Sponsor as required in Section 1011.62, Florida Statutes, and in accordance with the definitions in Section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools. School agrees to complete initial enrollment and provide a report of enrolled students by July 18<sup>th</sup> of 2011, if the school commences operations for the 2011-2012 school year, or by May 27<sup>th</sup> of 2012, if the school uses the 2011-2012 school year for planning

and commences operation for the 2012-2013 school year, and by May 27<sup>th</sup> of each year thereafter. In the months of July and August, such reports shall be provided weekly by submission each Monday of the month until such time as the school year begins. The reports required by this paragraph shall include each student's name, grade, student identification number and date of birth. Both parties agree to explore the possibility of the School uploading this information electronically to the Sponsor's student database increase efficiency. School will, by July 1 of the year in which the School shall commence operations, designate a staff member who will attend all FTE and data training workshops offered by Sponsor in order to facilitate the registration process.

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

- (a) ESE data;
- (b) Grade level assignment;
- (c) Required health information;
- (d) Required discipline codes/incident data;
- (e) Daily attendance;
- (f) Transportation;
- (g) Student schedules;
- (h) Teacher demographics;
- (i) Master schedule;

- (j) ESOL/migrant codes;
- (k) Grades/grading period/grading scale;
- (l) ERW (entry, re-entry, withdrawal) information;
- (m) Test scores;
- (n) Demographic information
- (o) Academic history and transcripts;
- (p) 504 data; and
- (q) Student lunch information as required.

**5.3.2. Confidentiality of Records:** The School shall ensure that all student records are kept confidential in accordance with applicable state and federal law.

**5.4. School Food Service.** Food service to the School is the responsibility of the School. The School may contract with the District to provide food service.

**5.5. Facilities.** The School agrees to use facilities which comply with the Florida Building Code and state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located. The facility shall also comply with the Florida Fire Prevention Code and the St. Lucie County Fire Prevention Code. The School agrees to operate in compliance with Sponsor policies 8.14 and 8.15. The School agrees that its facility will be open to inspection by the Sponsor, and that all state, federal and local facility inspection requirements will be timely completed. All inspections (Health, Fire and Certificates of Occupancy) and a Disaster Preparedness Plan shall be delivered to the Sponsor no later than two weeks immediately preceding the opening of school. School is responsible to make all contacts with, and requests of, local governments responsible for establishing safety measures and devices at the school, including but not limited to, school speed zones, school crosswalks, sidewalks, crossing-guards and traffic lights.

**5.5.1. Lease or Ownership:** The lease or proof of ownership of the facilities that will house the School will be provided forty-five (45) days prior to the first day of school if the School commences operation for the 2011-2012 school year, or sixty (60) days before the first day of school if the School uses the 2011-2012 year for planning and commences operation for the 2012-2013 school year. It is expressly understood that the use of church owned facilities shall not be considered acceptable if the Sponsor has reason to believe the School is functioning as a parochial school in that facility. This should not be interpreted as approving of the establishment of a parochial school in any secular facilities. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this charter.

**5.5.2. Certification:** The School will show proof of the appropriate facility certification, includ-

ing all certificates that are required by the applicable building codes, two weeks before the initial opening day of classes. If the School does not have the appropriate certification, this Charter shall terminate. Any lack of compliance with the requirements of this section shall be good cause to terminate this Charter. Notwithstanding the foregoing, the School may file with the Sponsor, in accordance with Policy 3.90(12)(g), a written request to defer the opening of the School until the 2012-2013 school year, in which case, if approved, the Charter shall not terminate for failure to provide appropriate facility certification two weeks prior to the initial day of classes for the 2011-12 school year, the first year under this Charter shall be used for planning purposes only, and the applicant shall not be required to submit a new application (but shall be required to reaffirm its application and to provide a detailed explanation of any revisions pursuant to Policy 3.90).

## **5.6. Human Resources.**

**5.6.1. Employees:** The parties to this Charter agree that the School shall select its own employees. The School's adopted strategies in order to recruit, hire, train, and retain qualified staff are outlined in the School's Application in Attachment 1 and will be implemented in accordance with Attachment 1.

- (a) The School agrees that its employment practices shall be nonsectarian and non-discriminatory.
- (b) The School agrees its employees should have the option to bargain collectively in accordance with Section 1002.33(12)(b), Florida Statutes.
- (c) The School shall not violate the antidiscrimination provisions of Section 1000.05, Florida Statutes, the Florida Educational Equity Act.
- (d) The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Attachment 1. Modifications to these elements shall be in accordance to Section 1.4 of this Charter.
- (e) The School agrees to provide reasonable demonstration of the professional experience or competency of those individuals or organizations employed or retained to provide professional services. The School shall provide a current listing of such person(s) or organization(s) upon request by the Sponsor.
- (f) The School agrees to provide to Sponsor a list of all employees' names and social security numbers within fifteen (15) days of the first day of school each year.

**5.6.2 Private Employees:** The School will be a private employer. Under this arrangement, the teachers would be private employees. Employees of the Sponsor may take leave without pay to accept employment with the School upon the approval of the Sponsor. While employed by the School and on leave that is approved by the Sponsor, the employee may retain seniority accrued



with the Sponsor. This paragraph shall not prohibit the Sponsor from approving alternative leave arrangements consistent with Chapter 1012, Florida Statutes.

**5.6.3. Teacher Certification:** Teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Florida Statutes. The School governing board may employ or contract with skilled selected noncertified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012, Florida Statutes, and as provided by State Board of Education rule for charter school governing boards. The School may not employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School may not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety.

**5.6.4. Qualifications Disclosure:** The School agrees to disclose to the parents of its students and to the Sponsor the qualifications of its teachers. Pursuant to the requirements and definitions of the No Child Left Behind Act of 2001, P.L. 107-110, all teachers of core academic subjects will be highly qualified. In the event that the School receives ESEA Title I, Part A funding, then the School shall comply with all applicable requirements as described in Title I of that law, including but not limited to credential requirements for teachers and education paraprofessionals.

**5.6.5. Fingerprinting:** The School shall require all employees, including contracted employees, its Board of Directors, and contractual personnel who are permitted access to the school grounds when students are present, who have direct contact with students or who have access to or control of school funds to comply with the fingerprinting and background screening requirements of Sections 1012.32, 1012.465, and 1012.56(9), Florida Statutes. The Sponsor shall check the backgrounds of all employees in accordance with applicable Sponsor policy. The School shall be responsible for all costs associated with background checks of School employees, including but not limited to annually recurring costs to retain fingerprints of employees on file with the Florida Department of Law Enforcement. School shall ensure volunteers are screened as required by Section 943.04351 Florida Statutes. The School shall disqualify instructional personnel and school administrators, as defined in Section 1012.01, Florida Statutes, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under Section 1012.315, Florida Statutes.

**5.6.6. Ethics Policy:** The School shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators that comply with the requirements of the Ethics in Education Act. Knowing failure to comply with the provisions of the Ethics in Education Act shall terminate this Charter.

**5.6.7. Drug-Free:** The School will establish and maintain an alcohol and drug-free workplace, pursuant to the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq. and rules at 34 CFR Part 85 Sub-Part F. In addition, the School will comply with applicable Sponsor policy regarding drug and alcohol testing. If the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991

(Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and Section 1012.45, Florida Statutes.

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

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

**5.6.10. Complaints Against Employees:** The School shall promptly undertake a preliminary investigation of any complaint against a School employee to determine whether there is probable cause to proceed further. The School shall provide to the Sponsor a copy of each complaint against any employee and shall provide to the Sponsor a copy of the report of the preliminary investigation of such complaint within three (3) business days of completion of the preliminary investigation. As required by Section 1012.796, Florida Statutes:

(a) If allegations against a School employee who is certified under Section 1012.56, Florida Statutes, and who is employed in an educator-certified position show that a violation occurred as provided in Section 1012.795, Florida Statutes, and defined by rule of the State Board of Education, the School shall file in writing with the Florida Department of Education a legally sufficient complaint and shall provide a copy to the Sponsor. Such filing shall be made within 30 days after the date on which the subject matter of the complaint came to the attention of the School. The School shall include with its filing all known information relating to the complaint.

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

**5.7. Transportation.** The School will provide transportation to its eligible students consistent with the requirements of Chapter 1006, Part I E., and Section 1012.45, Florida Statutes, and any student assignment system adopted by the Sponsor. Transportation will not be a barrier to equal access for all students residing within the District. Students residing within two miles of the school will be expected to furnish their own transportation, except that certain students, as specified in Section 1006.21, Florida Statutes, for example students with disabilities, must be provided transportation, regardless of the distance from the school. The Sponsor will provide the School its share of the Transportation FTE funding or such other designated funding for transportation for all eligible students as reported to FDOE during the October and February Transportation Survey periods. For students who are geographically isolated, or who are unable to be transported on a school bus due to disabilities, the School will offer reimbursement to eligible parents residing within the District. This parental reimbursement shall be equivalent to the monies provided by the Sponsor to the School for transportation of the student. At the time of student application for enrollment, the School shall be responsible for informing parents of the transporta-

tion options available, including the reimbursement amount available in lieu of provided transportation to qualifying students. The School may contract with the Sponsor to provide transportation service. In the event the School will be contracting with a third party to provide transportation to its students, the School shall provide a copy of the transportation contract to the Sponsor at least thirty (30) days prior to the initial day of classes if the School commences operation in the 2011-2012 school year, or at least sixty (60) days prior to the initial day of classes if the School uses the 2011-2012 school year for planning and commences operations in the 2012-2013 school year.

**5.8. Health Services.** Pursuant to Section 1002.33(9)(e), Florida Statutes, the School is responsible for providing health care services to its students in compliance with all state and local health requirements. Pursuant to Section 381.0056(5)(a), Florida Statutes, and Fla. Admin. Code Rule 64F-6.002, the School is required to have a school health services plan. The School may adopt its own health services plan or it may choose to utilize the District's plan. In either event, the School is solely responsible for the provision of services under its adopted health services plan. The School shall provide a copy of its health care services plan to the Sponsor no later than thirty (30) days prior to the initial day of classes if the School commences operation in the 2011-2012 school year, or at least sixty (60) days prior to the initial day of classes if the School uses the 2011-2012 school year for planning and commences operations in the 2012-2013 school year. The School may contract with the Sponsor to provide health care services to its students. In the event that the School will be contracting with a third party to provide health care services to its students, the School shall provide a copy of the health care services contract to the Sponsor no later than thirty (30) days prior to the initial day of classes if the School commences operation in the 2011-2012 school year, or at least sixty (60) days prior to the initial day of classes if the School uses the 2011-2012 school year for planning and commences operations in the 2012-2013 school year.

**5.9. Additional Sponsor Services.** The Sponsor allows the School to purchase negotiated services at cost. The parties agree that the School may use the services of the Sponsor in specialized areas such as ESE testing and LEA for eligibility meetings. Unless otherwise agreed, the Sponsor will charge the School for any services beyond those required services as defined in Section 4.1.1.3 of the Charter Agreement, at the following rates which represent Sponsor cost:

*For staff time: hourly rate plus benefits*

*For copies of documents: 15 cents/page*

All such services shall be requested through and coordinated by the Sponsor's business office. The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. If payment is not received by the Sponsor within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Charter. The Sponsor shall then deduct the amount due from the next available payment otherwise due the School. The Sponsor is

under no obligation to provide any services to the School outside of those required by Florida Statute.

**5.10. Background Information.** School represents it will provide background information on every individual who will be involved in the organization and operation of the proposed charter school, to be in compliance with Section 1012.465, Florida Statutes, as amended by the 2005 Legislature, Jessica Lunsford Act. School will submit for each said person a complete set of fingerprints taken by an employee of the District who is trained to take fingerprints. School agrees to update this information and fingerprints as the leadership of the School changes. These fingerprints shall be submitted by the District to the appropriate state and federal law enforcement agencies for processing with the cost borne by the School and its governing body members. School agrees to pay such costs.

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

**5.12. Organizational Chart.** School shall provide Sponsor an organizational chart delineating titles of all staff with address, phone number and e-mail of each staff member and each staff member's certification.

## **ARTICLE 6.0 INDEMNIFICATION AND INSURANCE**

**6.1. Indemnification of Sponsor.** The School, to the extent immunity may be waived pursuant to 768.28, Florida Statute, agrees to indemnify, defend with competent counsel, selected by the School, with Sponsor's reasonable approval, and agrees to hold the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

- (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;
- (b) the School's material breach of this Charter or violation of law;
- (c) any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

- (d) the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf.
- (e) Professional errors or omissions, or claims of errors or omissions, by the school employees, agents, or Board of Directors.

**6.1.1.** The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, nonrenewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination.

**6.1.2.** In no way shall the School's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

**6.1.3.** The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the Florida public records or open meetings laws.

**6.2. Indemnification of School.** The Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor with the School's reasonable approval and agrees to hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

- (a) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;
- (b) the Sponsor's material breach of this Charter or law; and
- (c) any failure by the Sponsor to pay its suppliers or any subcontractors.

**6.3. Sovereign Immunity.** Notwithstanding anything herein to the contrary, neither party

waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.

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

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

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

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

**6.5.3. Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than sixty (60) days before the expiration or termination of the required insurance for which evidence was provided.

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

**6.6.1.** Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best’s Rating of “A-“ or better and a Financial Size Category of “IX” or better according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company.

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

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

**6.7.1. Coverage:** The School’s insurance shall cover on a primary and noncontributory basis bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability, and medical expense coverage. A waiver of subrogation endorsement shall be provided. Contractual liability shall be included to cover the hold harmless agreement set forth in this Charter. Coverage shall extend independent contractors and fellow employees. Coverage shall include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause as per the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

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

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

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

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

**6.8. Automobile Liability Insurance.** The School shall, at its sole expense, procure, maintain, and keep in force Commercial Automobile Liability Insurance on a primary basis including cov-

erage for Any Auto (All Owned, Hired, and Non-Owned Autos) with limits of not less than \$3,000,000 Combined Single Limit (inclusive of any amount provided by an umbrella or excess liability policy). The School's insurance shall cover the School for those sources of liability which would be covered by the latest edition of the standard Business Auto Policy (ISO Form CA 0001), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. A waiver of subrogation endorsement must be provided. The Sponsor shall be listed as an additional insured.

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

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

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

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

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

**6.11.1. Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter. Coverage shall not contain exclusionary language for claims or allegations arising out of computer network



security and privacy liability breaches, corporal punishment, sexual misconduct, or student based discrimination or harassment. Coverage for employment practices liability shall be included.

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

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

**6.11.4. Fidelity Bond:** The School shall bond all officers, directors and employees of the School who have authority to receive, expend or handle in any manner School funds or property. The bonds shall be in the same amount as officers, directors and employees of the Sponsor.

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

**6.13. Applicable to All Coverages.** The following provisions are applicable to all insurance coverages required under this Charter:

**6.13.1. Other Coverages:** The insurance provided by the School shall apply on a primary basis, and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

**6.13.2. Deductibles/Retention:** Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.

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

**6.13.4. Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

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

**6.13.6.** Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.

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

## ARTICLE 7 GOVERNANCE STRUCTURE

**7.1. Not-for-Profit Corporation.** As indicated in Attachment 1, the School is organized as a not-for-profit corporation. Voting shall control the corporation, and only the governing board shall vote. It will operate as a private employer. The School shall apply for tax-exempt status.

**7.2. Governing Body.** The School's Governing Board will define and refine policies regarding educational philosophy, and oversee assessment and accountability procedures to assure that the School's student performance standards are met. No members of the School's Governing Body will receive financial benefit from the School's operations.

**7.3. Selection of Directors/Officers.** The selection of the School's directors and officers shall be as set forth in Attachment 1.

**7.4. Duties of Directors.** The School will be governed and operated under the direction and control of its Board of Directors, as set forth in Attachment 1. At least sixty (60) days before the initial day of classes, the School shall submit to the Sponsor a description of clearly delineated responsibilities, and a copy of the adopted policies regarding the effective management of the Charter School.

**7.5. Public Meetings/Minutes.** The governing body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings. The governing board shall publish on the School's website a schedule of all governing board meetings for the school year including the date, time, and location of the meetings. By July 15 annually, the School shall provide the Sponsor with the annual schedule of governing board meetings. The School shall provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings. Such meetings will be open to the public in accordance with Section 286.011, Florida Statutes, and the minutes shall be available for public review.

**7.6. Conflict of Interest.** The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods, or services from any director, officer, or employee of the School or the spouse, parent, child, step child or sibling of any director officer or employee, or from any business in which any officers or employee has an interest nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity.

**7.7. Principal.** The teachers, support, and contractual staff will be directly supervised by the Principal.

**7.8 Management Companies/Educational Service Providers.** If a management company and/or education service provider will be operating the School, the contract between the management company and/or education service provider and the Governing Board of the School shall be submitted to the Sponsor prior to the School entering into the contract. All amendments to the contract between the management company and/or education service provider and the School's Governing Board shall be submitted to the Sponsor within five (5) business days of execution. The contract between the Governing Board of the School and the management company and/or education service provider shall require that the management company and/or education service provider operate the School in accordance with the terms stipulated in this Charter and all applicable laws, ordinances, rules, and regulations. No employee or staff member of the management company and/or education service provider shall become a member of the School's Governing Board. Any default or breach of the terms of this Charter by the management company and/or education service provider shall constitute the School's default or breach under the terms of this Charter.

## **ARTICLE 8 MISCELLANEOUS**

**8.1. Titles.** Any and all titles to Articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Charter, and shall not be considered in the interpretation of the Charter or any provision hereof.

**8.2. Interference with Performance.** Neither party shall be in default of this Charter if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

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

**8.4. Assignment.** This Charter shall not be assigned by either party without the prior written consent of the other party, provided that the School may, without the consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.

**8.5. Waiver.** No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated. No consent or waiver, express or implied, by either party to the charter or any breach or default by another in the performance of any obligations hereunder shall be deemed or construed to be consent or waiver to or of any oth-

er breach or default by such party hereunder. Except as otherwise provided herein, failure on the part of any party hereto to complain of any act or failure to act by the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

**8.6. Warranties.** All representations and warranties made herein shall survive termination of this Charter.

**8.7. Partial Invalidity.** If any provision or part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or part of any other provision of this Charter, and all such provisions shall remain in full force and effect. In the event any provision of the charter is determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised and the remainder of the charter will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate the charter in its entirety.

**8.8. Third-Party Beneficiary.** This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student of the School. The charter shall be made and entered into for the sole protection and benefit of the parties and their respective successors and no other person or entity shall have any right or action under the charter.

**8.9. Applicable Law and Venue.** This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that state. St. Lucie County, Florida, shall be the proper venue for any litigation arising under this Charter. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.

**8.10. Exemption from Statutes.** The School shall operate in accordance with this Charter and be exempt from all statutes in Chapters 1000-1013. However the School shall be in compliance with the following statutes in Chapters 1000-1013:

- (a) Those statutes specifically applying to charter schools.
- (b) Those statutes pertaining to the student assessment program and school grading system.
- (c) Those statutes pertaining to the provision of services to students with disabilities.
- (d) Those statutes pertaining to civil rights, including s. 1000.05, relating to discrimination.
- (e) Those statutes pertaining to student health, safety, and welfare.

**8.11. Notices.** All notices to be given hereunder shall be in writing, and all payments to be

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

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

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

If to School: Erika Rains, Principal  
College Preparatory Academy of the Treasure Coast  
2303 SW Chestnut Lane  
Port St. Lucie, Florida 34953  
Telephone: (772) 323-3747  
Facsimile: (772) 621-2148

With copy to: Name: Mark H. Gotz  
College Preparatory Academy of the Treasure Coast  
154 NW Magnolia Lakes Blvd  
Port St. Lucie, Florida 34986  
Telephone: (954) 494-7433  
Facsimile: (772) 621-2148

Correspondences that are not notices subject to this provision may be sent via electronic correspondence to Erika Rains for the School at [rains.erika@prepacadtc.org](mailto:rains.erika@prepacadtc.org) and to Dr. Kathleen McGinn for the Sponsor at [Kathy.McGinn@stlucieschools.org](mailto:Kathy.McGinn@stlucieschools.org) or may be sent in any other manner as the sending party deems appropriate.

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

**8.13. Law, Rule, or Regulation, as Amended.** Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended. The parties agree to work together to amend this Charter in the

event the Charter School Legislation is amended.

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

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

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

**8.17. Authority.** Each party warrants and represents, with respect to itself, that neither the execution of the charter nor performance of the obligations contemplated hereby, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it or by which it is bound, or require any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party covenants that it has and will continue to have throughout the term of the charter full right and authority to enter into the charter and to perform its obligations hereunder, and each party agrees to supply to the other party, upon request, evidence of such right and authority.

**8.18. Default.** It shall be an event of default hereunder if any party fails to perform its obligation hereunder or fails to abide by any of its promises and covenants hereunder.

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

**8.20. Legal Representation.** Each of the parties executing this Charter represent and warrant that they have the full power and authority to execute this Charter on behalf of the party for whom he or she signs and to bind and obligate such party with respect to all provisions contained in the Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

**8.21. No Partnership.** It is understood and agreed that nothing contained in the charter shall be deemed or construed as creating a partnership or joint venture between the Board and charter or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

**8.22. Employee Status.** Any contract entered into by the charter school and a third-party must provide that the third party is not a public employee and is not entering into a contract with the Sponsor.

**8.23. Gender, etc.** Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other, and pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

**8.24. Cumulative Rights.** All rights, powers, remedies, benefits, and privileges available under any provision of this Charter to any party hereunder is in addition to any cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Charter, at law or in equity.

**8.25. No Construction Against Drafter.** Each of the parties hereto has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Charter. Therefore, this Charter shall not be construed more favorably or unfavorably against any party.

**8.26. Waiver of Jury Trial.** The parties waive trial by jury in the event of any litigation between the parties regarding any matter related to this Charter or the School.

**8.27. Mediation.** Any conflict arising out of this Charter may proceed to non-binding mediation. If an agreement is not reached through mediation, the issue may proceed to the appropriate judicial forum.

**8.28. Attorneys' Fees.** In the event of any conflict, each party shall bear the costs of its own attorneys' fees.

**8.29. Incorporation of Application and Policy.** This Charter incorporates by reference all representations made in the Application and amendments thereto and all requirements in set forth in the Sponsor's Policy 3.90. The School agrees to meet all such representations in its Application and fulfill all requirements of Policy 3.90.

**8.30. Action Regarding the Status of the Charter.** The Sponsor shall have sole responsibility to take any action to enforce this Charter or affect the status of the Charter.

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Charter School Contract to be executed, by their duly authorized agents, as of the day and year first above written.

SPONSOR:

THE SCHOOL BOARD OF  
ST. LUCIE COUNTY, FLORIDA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair

SCHOOL:

COLLEGE PREPARATORY ACADEMY  
OF THE TREASURE COAST, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_