

CHARTER SCHOOL CONTRACT
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

THIS CHARTER entered into as of the ____ day of _____, 20__
by and between

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,
a body corporate operating and existing under the Laws of the State of Florida

and

PINEAPPLE COVE CLASSICAL ACADEMY AT LOCKMAR, INC.

DBA Pineapple Cove Classical Academy at Lockmar

720 Emerson Dr. NE, Palm Bay, Florida 32907

a non-profit organization

History:

Application Approved On: K-8 School – April 23, 2019

Original Charter Approved On: K-8 School – _____

Table of Contents

Definitions.....9

SECTION 1: GENERAL PROVISIONS10

 A. Application is Approved10

 B. Term of Charter.....10

 1. Effective Date10

 2. Term.....10

 3. Start-Up Date10

 4. Deadline for Submission of Pre-Opening Checklist Items.....11

 5. Charter Modification11

 6. High Performing Charter School11

 7. Charter Renewal11

 8. Periodic Review and Evaluation.....12

 9. School Calendar.....12

 C. Education Program and Curriculum12

 1. Material Changes12

 2. Implementation12

 3. Reading Primary Focus13

 4. ELL Plan.....13

 5. Baseline Standards of Achievement13

 6. K-12 Reading Plan.....13

 D. Renewal/Non-Renewal/ Termination13

 1. Non-Renewal/Termination of this Charter13

 3. Immediate Termination16

 4. School Elects to Terminate/Non-Renew16

 5. Removal of Property in Termination/Non-Renewal17

 6. Funding in Termination/Non-Renewal.....17

 E. Post Termination Provisions17

 1. School Debt17

 2. Lease Cancellation.....17

 3. Student Records.....17

 4. Final Audit.....18

 F. General Statutory Requirements18

 1. Nondiscrimination18

 2. Federal and State Laws.....18

SECTION 2: ACADEMIC ACCOUNTABILITY18

 A. Annual Objectives.....18

 1. Academic Student Performance Data.....18

2.	Student Academic Progress	18
3.	Academic Achievement Goals – First Year of this Contract	19
4.	Academic Achievement Goals – Remaining Years of Contract	19
5.	Sponsor Review of Goals	19
6.	School Reporting	20
7.	Amendments	20
8.	Methods of Measurement	20
9.	School Improvement Plans	20
B.	Assessments	21
1.	State Required Assessments	21
2.	Additional Assessments.....	21
3.	Student Accommodations.....	21
4.	Assessment Administration	21
5.	Reports.....	22
6.	Technology Infrastructure	22
7.	Termination Based on School Grade or Rating.....	22
8.	Records and Grades Procedures	22
9.	Textbook Inventory	23
C.	Student Promotion/Graduation	23
D.	Data Access and Use Pursuant to Statute	23
SECTION 3: STUDENTS		23
A.	Grades Served	23
B.	Racial/Ethnical Balance.....	24
C.	Recruitment.....	24
D.	Eligible Students	25
1.	Student Applications.....	25
2.	Lottery	25
3.	Expelled Students	25
4.	Enrollment	25
5.	Non-Renewal/Termination	25
6.	Withdraw	25
7.	Interscholastic Extracurricular Activity.....	26
E.	Class Size.....	26
F.	Projected Enrollment	26
G.	Annual Enrollment.....	26
1.	Preliminary Projection.....	26
2.	Annual Enrollment Capacity	26
3.	Final Enrollment Projection.....	26

H. Maintenance of Student Records as Required by Statute	27
1. Record Confidentiality	27
2. Student Active Records	27
3. Category A Records.....	27
4. Category B Records.....	27
5. FERPA.....	27
6. Termination/Closure.....	27
7. Record Retention	28
8. Record Transfer	28
9. Disposition of Application/Lottery.....	28
I. Exception Student Education.....	28
1. Non-Discrimination	28
2. FAPE	28
3. Individual Educational Plans	28
4. Due Process Hearing	29
J. ESE Administrative Services.....	30
K. English for Speakers of Other Languages	30
L. Dismissal Policies and Procedures.....	31
M. Student Code of Conduct, Suspension and Expulsion.....	31
N. School/Parent Contract	32
SECTION 4: FINANCIAL ACCOUNTABILITY	32
A. Revenue/State and Local	32
1. Basis for Funding: Student Reporting	32
2. Millage Levy or Sales Tax.....	33
3. Fees to be Charged to the School by the District	34
4. Distribution of Funds Schedule	34
B. Federal Funding	36
1. Projected Annual Allocation	36
2. School Plan.....	36
3. Invoices.....	37
4. Reimbursement.....	37
5. Services.....	37
6. Title I Funds.....	37
7. Capital Outlay Purchased with Title I	37
8. Employees of Title I Schools.....	37
9. Parent Involvement Allocation for Title I Schools.....	37
10. Support for Title I Schools	37
11. Medicaid School Match Program Participation.....	38

C. Federal & State Grants.....	38
1. Facilitate	38
2. Reporting	38
3. Public Charter School Program Grants	38
D. Charter School Capital Outlay Funds	38
1. Application	38
2. Distribution.....	38
E. Restriction on Charging Tuition	39
F. Budget.....	39
1. Annual Budget.....	39
2. Amended Budget	39
G. Financial Records, Reports and Monitoring	39
1. Maintenance of Financial Records.....	39
2. Financial and Program Cost Accounting and Reporting for Florida Schools	39
3. Financial Reports.....	40
4. Fiscal Year	41
5. Financial Deficit Position	41
6. Final Annual Audit	41
7. Section 1002.345, Florida Statutes.....	41
8. Additional Monitoring.....	42
H. Financial Management of School	42
1. Operational and Fiscal Management	42
2. Adhere to Financial Requirements	42
3. Sponsor Non Guarantees	42
4. Letters of Credit.....	43
5. Bank Information.....	43
I. Description of Operating Procedures.....	43
SECTION 5: FACILITIES	43
A. Physical Address	43
B. Facility Requirements	44
C. School Dissolved/Terminated.....	44
D. Conversion School.....	44
E. Display of Religious/Partisan Political Symbols	44
F. Facilities Shared by Charter School.....	44
SECTION 6: TRANSPORTATION	45
A. Transportation	45

B. Reasonable Distance	45
C. District Transportation Services	45
D. Transportation Safety Requirements.....	45
E. FTE Funding for Transportation.....	45
SECTION 7: FOOD SERVICES	46
SECTION 8: INSURANCE & INDEMNIFICATION	46
A. Proof of Insurance.....	46
1. Error and Omissions	46
2. General Liability.....	46
3. Automobile Coverage.....	46
B. Property Insurance – Building and Contents	46
C. Property Insurance – Personal and District Owned Property	47
D. Workers Compensation.....	47
E. Fidelity Bond/Crime Insurance Coverage	47
F. Submit to District.....	47
G. Failure to Secure/Maintain Insurance	47
H. Indemnify and Hold Harmless	47
I. Applicable to All Coverages the School Procures	48
1. Other Coverage.....	48
2. Deductibles/Retention	48
3. Liability and Remedies.....	48
4. Subcontractors	48
5. Waiver of Subrogation.....	48
6. Defense Outside the Limits	48
J. Indemnification	49
K. Sovereign Immunity.....	49
L. Notification of Third-Party Claim, Demand, or Other Action.....	49
M. Notice of Claims	50
1. Time to Submit	50
2. Notice of Cancellation	50
3. Renewal/Replacement	50
SECTION 9: GOVERNANCE	50
A. Governance of School	50
B. Nonprofit Organization.....	51

C. Oversight.....	51
1. Accountability	51
2. Policy Decision Making	51
3. Fingerprinting	52
4. Certified Public Accountant	52
5. Audit Report	52
6. Duties.....	52
7. Compensation	52
8. Changes to Governing Board	52
D. Access to Facility and Records	53
E. Management Organization/ESP	53
1. Employees of Management Company.....	53
2. Independent of Management Company.....	53
3. Contact.....	53
4. Equipment/Furnishings.....	53
5. Loans	54
6. Copy of Contract to District	54
7. Compliance.....	54
F. Default of Breach of Charter.....	54
SECTION 10: HUMAN RESOURCES.....	54
A. Personnel.....	54
B. Nonsectarian	54
C. Teacher Certification	54
D. Professional Development	54
E. Certification/Licensure Suspended/Revoked.....	55
F. Disclosure	55
G. Hiring	55
H. Disclosure of Teacher Qualifications.....	55
I. Background Screening	55
J. Fingerprinting	55
K. Anti-Discrimination Provisions	56
SECTION 11: REQUIRED REPORTS/DOCUMENTS	56
A. Pre-Opening	56
B. Monthly.....	57
C. Quarterly	57

D. Annual.....57

E. Additional Requests.....58

F. Third Parties.....58

SECTION 12: MISCELLANEOUS PROVISIONS.....59

A. Impossibility59

B. Drug Free Workplace.....59

C. Entire Agreement59

D. No Assignment without Consent59

E. No Waiver.....59

F. Default Including Opportunity to Cure.....59

G. Survival Including Post Termination of Charter.....59

H. Severability59

I. Third Party Beneficiary.....60

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial60

K. Notice.....60

L. Conflict between Charter and Florida Law.....61

M. Conflict/Dispute Resolution.....61

N. Citations62

O. Interpretations62

APPENDICES62

1 **Definitions**

2 Definitions: The following terms shall have the following meanings herein unless the context
3 clearly requires otherwise:

4 *Application* shall mean the School’s application for a K-8 Charter (including amendments)
5 as submitted to and approved by the Sponsor.

6 *Governing Board* shall mean the governing board or body of the School.

7 *Charter, Charter Contract* or *Contract* shall mean this charter entered into between the
8 School and the Sponsor.

9 *County* shall mean Brevard County, Florida.

10 *District* shall mean the school district for the County as referenced in Art. IX, Section 4,
11 Florida Constitution.

12 *FDOE* shall mean the Florida Department of Education.

13 *High-Stakes Review* shall mean an in-depth sponsor review of important charter school
14 performance data utilizing the agreed upon goals and objectives referenced in this Charter.
15 This review differs from routine annual reports in terms of depth and comprehensiveness
16 of the data reviewed.

17 *School or Charter School* shall mean Pineapple Cove Classical Academy at Lockmar, Inc.
18 DBA Pineapple Cove Classical Academy at Lockmar.

19 *Sponsor* shall mean the school board of the District as referenced in Art. IX, Section 4,
20 Florida Constitution.

21 *State* shall mean the State of Florida.

22 *Superintendent* shall mean the superintendent of schools for the District as referenced in
23 Art. IX, Section 4, Florida Constitution.

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SECTION 1: GENERAL PROVISIONS

A. Application is Approved

The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter

1. Effective Date

This Charter shall become effective on the date it is approved by both parties.

2. Term

The term of this Charter shall be 5 years commencing on July 1, 2020 and ending on June 30, 2025 unless terminated sooner as provided herein or extended pursuant to Section 1.B.3., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge shall have powers pursuant to section 1002.33(7)(b), Florida Statutes, or any other applicable section of the law.

3. Start-Up Date

Pursuant to law, the School may defer the opening for up to three years to provide time for adequate facility planning. The School must provide written notice of such intent to the Sponsor and the parents of enrolled students at least 30 calendar days before the first day of school. The written notice to the Sponsor shall indicate (1) the deferral status as provided by law, and (2) the first proposed day of the School. Additionally, in order to appropriately plan for the opening of schools and correctly project student enrollment for the upcoming school year, any School with an approved application or contract that indicates that they will defer opening will provide the Sponsor with a status report by March 1 of the year they were approved to open. This informational status report shall include a timeline that will include all key operational items and benchmarks. The applicant shall be required to continue to provide periodic status reports and make allowances for site visits, when applicable, during all deferral years as allowable by law. The first two planning year(s) will extend the term of this Contract. Failure to open the School after all available deferral years is good cause for termination of this Charter. This contract shall expire if the applicant does not open on: (1) the first day of school of the year indicated in this Charter, or (2) the first day of the school year indicated in the School's deferral notice, subject also to the facility

64 documentation deadlines required in this Charter and law. The Sponsor shall provide
65 notice of expiration to the School.

66 4. Deadline for Submission of Pre-Opening Checklist Items

67 The School cannot open absent submission of all required Pre-Opening documents as
68 specified in Section 11 of this Charter. If the School cannot submit the required
69 documents, or the documents are not acceptable to the Sponsor, the School may defer
70 the opening of the school’s operations for up to three years to provide time for adequate
71 facility planning. No later than fifteen (15) days prior to the initial use of a facility by
72 the School, the School shall have an approved Charter and provide evidence of all
73 necessary permits, licensing, zoning, use approval, facility certification and other
74 approvals required by the local government.

75 5. Charter Modification

76 This Charter may be modified during its initial term or any renewal term only upon
77 approval of both parties. No such modification shall be enforceable unless it is in
78 writing and approved by both the Governing Board and the Sponsor. If the
79 modification involves changes to the grade levels, except as provided by law for high-
80 performing charter schools, the School must provide information acceptable to the
81 Sponsor relating to operational capacity, curriculum, budget, facilities, and staff, in
82 writing, sixty (60) days prior to the beginning of the school year.

83 6. High Performing Charter School

84 The high-performing charter school shall notify the Sponsor in writing by March 1 if it
85 tends to increase enrollment or expand grade levels the following school year. The
86 written notice shall specify the amount of the enrollment increase and the grade levels
87 that will be added, as applicable. If the modification involves changes to grade levels,
88 the School must provide information acceptable to the Sponsor relating to curriculum,
89 budget, facilities, and staff sixty (60) days prior to the beginning of the school year.

90 7. Charter Renewal

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

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8. Periodic Review and Evaluation

The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.

9. School Calendar

- i. The School’s calendar shall be consistent with the beginning of the Sponsor’s school calendar unless mutually agreed to by the Parties.
- ii. The School shall provide instruction for at least the number of days and the minimum number of instructional minutes required by law for other public schools and may provide instruction for additional days in accordance with 1002.33(9)(m), Florida Statutes.
- iii. The School will notify the Sponsor if it intends to provide instructional days beyond the minimal number of days required by law.
- iv. The School will provide its school calendar to the Sponsor by June 1 of each year for the purpose of verifying instructional/seat time pursuant to Florida laws. The School will provide notice of any amendments to its school calendar to the Sponsor prior to two weeks before the start of school.
- v. The Sponsor reserves the right not to enter into separate agreements regarding the provision of food service, transportation, and other services if the School elects to implement an instructional calendar that differs from the Sponsor’s instructional calendar.

C. Education Program and Curriculum

1. Material Changes

Any material changes to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. Implementation

The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter, including the School’s curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.

139 3. Reading Primary Focus
140 The School shall make reading a primary focus of the curriculum and provide sufficient
141 resources to identify and provide specialized instruction for students who are reading
142 below grade level. The reading curriculum and instructional strategies shall be
143 consistent with Florida Standards and grounded in scientifically-based reading research.
144 Updates, revisions, and/or changes to the curriculum programs described in the
145 Application and as requested by the Sponsor as a condition of the Application’s
146 approval are incorporated as part of the approved Application included as Appendix A.
147 Any request to change the School’s curriculum must be submitted to the Sponsor in
148 writing, comply with all applicable laws and be approved by the Sponsor before
149 changes are implemented.

150 4. ELL Plan
151 The School shall adopt the District’s plan for English Language Learners.

152 5. Baseline Standards of Achievement
153 The School will establish the current incoming baseline standard of student academic
154 achievement, the outcomes to be achieved, and the method of measurement that will be
155 used, as described in the approved Application or otherwise described in this Charter.

156 6. K-12 Reading Plan
157 The School will be provided the opportunity to participate in the Sponsor’s K-12
158 Comprehensive Research-Based Reading Plan (CRRP) but may opt to not participate
159 pursuant with 6A-6.053. The School will submit annually to the Sponsor its intention to
160 opt in/out of the CRRP. If the School chooses to participate in the plan it must: meet the
161 requirements outline in the CRRP; however, it may meet these requirements through
162 methods that differ from those requirements outlined in the Sponsor’s plan; agree to
163 implement the plan with fidelity; agree to be monitored by the Sponsor for fidelity to
164 the plan. Notwithstanding the foregoing, the School will be provided a proportionate
165 share of the research-based reading allocation received by the Sponsor in accordance
166 with Section 1002.33(17), Florida Statutes. If applicable, the School’s adopted
167 research-based core reading plan will be attached as an Appendix and incorporated to
168 the Charter.

169 **D. Renewal/Non-Renewal/ Termination**

170 1. Non-Renewal/Termination of this Charter
171 The Sponsor shall make student academic achievement for all students the most
172 important factor when determining whether to renew or terminate this Charter. The
173 Sponsor may choose not to renew or terminate this Charter if it finds that any of the
174 following grounds below exist by clear and convincing evidence, as set forth in section
175 1002.33(8), Florida Statutes.

- 176 i. Failure to participate in Florida’s education accountability system created in
177 section 1008.31, Florida Statutes, as required in this section, or failure to meet
178 the requirements for student performance stated in the Charter.
- 179 ii. Failure to meet generally accepted standards of fiscal management.
- 180 iii. Material violation of law.
- 181 iv. Other good cause shown or as defined in this Charter, which may include, but
182 is not limited to, any of the following:
- 183 a. Failure to cure a material breach of any term or condition of this
184 Charter after written notice of noncompliance;
- 185 b. Failure to implement a reading curriculum that is consistent with
186 effective reading strategies grounded in scientifically based reading
187 research, and approved by the Florida Department of Education
188 (FLDOE), if not timely cured after written notice;
- 189 c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of
190 insolvency, or other state of financial impairment by the School such
191 that the School can no longer operate or is no longer financially
192 viable;
- 193 d. Failure by the School to provide the District with access to records as
194 required by law or this Charter;
- 195 e. Failure of the School to maintain minimum insurance coverage as
196 described in this Charter if not timely cured after written notice;
- 197 f. Violation by the School of any court order pertaining to the operation
198 of the School;
- 199 g. A criminal conviction upon matters involving the School against
200 either the Governing Board, its members (collectively or individually),
201 or the management company where the Board knew or should have
202 known of the conduct underlying the conviction and failed to take
203 corrective action;
- 204 h. Failure by the School to timely submit to the District a financial
205 corrective action plan or financial recovery plan and required
206 supporting documents following a notification from the District,
207 Auditor General, or FDOE, that such a plan is required;
- 208 i. Failure by the School to implement any financial corrective action
209 plan or financial recovery plan approved by the Florida Commissioner
210 of Education pursuant to section 218.503, Florida Statutes;
- 211 j. Failure to provide periodic progress reports as required by the
212 financial recovery plan if not timely cured after written notice;
- 213

- 214 k. Perpetration of a material fraud upon the District or material
215 intentional misrepresentation in the Application;
- 216 l. Failure to comply with background screening and other requirements
217 set forth in section 1002.33, Florida Statutes;
- 218 m. Failure by the School to comply with all applicable laws, ordinances
219 and codes of federal, state and local governance including, without
220 limitation, the Individuals with Disabilities Education Act (IDEA) and
221 applicable laws relating to English Language Learners (ELL).
- 222 n. Failure to make sufficient progress in attaining the student
223 achievement objectives of the Charter and a showing that it is not
224 likely that such objectives can be achieved before the end of the
225 Charter term;
- 226 o. Willfully or recklessly failing to manage public funds in accordance
227 with the law;
- 228 p. Any action by the School that is detrimental to the health, safety, or
229 welfare of its students that is not timely cured after written notice;
- 230 q. Failure to maintain the minimum number of governing board
231 members, as stated in the School's Bylaws, for more than 30 days;

232 2. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval,
233 facility certifications, and any other approval required by the local government or
234 any other governmental authorities having jurisdiction at any time during the term of
235 this Charter. 90-Day Notice

236 The Sponsor shall notify the Governing Board in writing at least ninety (90) days prior
237 to renewing, non-renewing, or terminating this Charter, following the procedures set
238 forth in section 1002.33(8), Florida Statutes.

- 239 i. If the Sponsor issues a notice of non-renewal or termination, the notice shall
240 state in reasonable detail the grounds for the proposed action and stipulate that
241 the Governing Board may, within 14 calendar days of receipt of the notice,
242 request a hearing, which will be conducted in accordance with section
243 1002.33(8), Florida Statutes.
- 244 ii. A request for a hearing must be authorized by a vote of the Governing
245 Board and be submitted pursuant to the Notice provisions of this
246 Contract.

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3. Immediate Termination

The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.

- i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School’s facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School’s facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in section 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney’s fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School’s facility. In that case, the School’s Governing Board shall resume operation and oversight of the School.
- ii. The School’s instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor’s option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School’s employees.

4. School Elects to Terminate/Non-Renew

If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

289 5. Removal of Property in Termination/Non-Renewal
290 Upon notice of termination or non-renewal the School shall not remove any public
291 property from the premises.

292 6. Funding in Termination/Non-Renewal
293 Upon initial notification of nonrenewal, closure or termination of the Charter, the
294 School's expenditures shall be limited as set forth in section 1002.33(9)(o), Florida
295 Statutes. The Sponsor is not required to use its own funding resources to operate the
296 school.

297 **E. Post Termination Provisions**

298 1. School Debt
299 If this Charter is not renewed or is terminated, the School shall be responsible for all the
300 debts of the School. The District shall not assume the debt from any contract for
301 services including lease or rental agreements, made between the School and a third
302 party, except for a debt previously detailed and agreed upon, in writing, by both the
303 Sponsor and the Governing Board and that may not reasonably be assumed to have
304 been satisfied by the Sponsor.

305 2. Lease Cancellation
306 In the event of termination or non-renewal of this charter, any and all leases existing
307 between the District and the School shall be automatically cancelled, unless the lease
308 provides otherwise. In no event shall the District be responsible under any assignment
309 of a lease for any debts or obligations of the School incurred prior to such assignment.

310 3. Student Records
311 In the event of termination or non-renewal any students enrolled at the School may be
312 enrolled at their home District school, or any another school, consistent with the
313 District's student transfer procedures including transfer of all student records to the
314 receiving school. All assets of the School purchased with public funds, including
315 supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject
316 to any lawful liens or encumbrances) or as otherwise provided by law. Any
317 unencumbered public funds from the charter school, district school board property and
318 improvements, furnishings, and equipment purchased with public funds, or financial or
319 other records pertaining to the School, in the possession of any person, entity, or
320 holding company, other than the charter school, shall be held in trust upon the Sponsor's
321 request, until any appeal is resolved. If the School's accounting records fail to clearly
322 establish whether a particular asset was purchased with public funds, then it shall be
323 presumed public funds were utilized and ownership of the asset shall automatically
324 revert to the Sponsor.

325

326 4. Final Audit
327 Pursuant to section 1002.33, Florida Statutes, upon notice of non- renewal, closure, or
328 termination, an independent audit shall be completed within 30 days to account for all
329 public funds and assets. During the fiscal year in which the termination or non-renewal
330 occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or
331 interest, an amount necessary to cover the costs for a final financial audit of the School.
332 The audit shall be conducted by an independent certified public accountant.

333 **F. General Statutory Requirements**

334 1. Nondiscrimination
335 The School shall not discriminate in educational programs/activities or employment
336 and shall provide equal opportunity for all as required by Federal, State, and local law,
337 rule, regulation, and court order.

338 2. Federal and State Laws
339 Additionally, the School shall comply with those statutes that specifically apply to
340 charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and
341 other applicable State laws. The School agrees that it will abide by all Federal and
342 State laws, statutes, rules, and regulations applicable to charter schools and also abide
343 by the terms and conditions of the Charter.

344 **SECTION 2: ACADEMIC ACCOUNTABILITY**

345 Student academic achievement for all students shall be the most important factor when
346 considering whether to renew, non-renew, or terminate this Charter.

347 **A. Annual Objectives**

348 1. Academic Student Performance Data
349 By September 15th of each year (or by a date applicable to when state releases testing
350 data) the Sponsor shall provide the School with academic student performance data on
351 state required assessments for each student attending the School that was enrolled the
352 prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The
353 Sponsor may fulfill this requirement by providing the School access to the data or by
354 providing the data in the same manner provided to other public schools in the District.

355 2. Student Academic Progress
356 By September 15th of each year (or by a date applicable to when state releases testing
357 data) the Sponsor shall provide the School the rates of academic progress for the prior
358 year for comparable student populations in the district school system. The Sponsor may

359 fulfill this requirement by providing the School access to the data or by providing the
360 data in the same manner provided to other public schools in the district. The data shall
361 include proficiency and growth on state assessments for English Language Arts and
362 Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups
363 (or such other data groupings as established and provided by the FDOE, if different):

- 364 i. Students scoring a level 1 on prior year assessment
- 365 ii. Students scoring a level 2 on prior year assessment
- 366 iii. Students scoring a level 3 or higher on prior year assessments
- 367 iv. Students with disabilities
- 368 v. English Language Learners

369 3. Academic Achievement Goals – First Year of this Contract

370 By October 15th of the first year of this Contract (or if the data is released later by the
371 State, within a reasonable time thereafter), the School shall provide its proposed
372 academic achievement goals for the grades being serviced in the current year to the
373 Sponsor. The academic achievement goals shall include, at a minimum, growth and
374 proficiency on state assessments, and may include performance on additional
375 assessments included in the approved charter application. If the School will not serve
376 students in grades that participate in the statewide assessments the academic
377 achievement goals shall be based on the assessments included in the approved
378 application, and at least one assessment administered in traditional public schools in the
379 District.

380 The Sponsor shall review the proposed academic achievement goals within 30 days of
381 receipt. If the Sponsor does not accept the proposed academic achievement goals it shall
382 provide the School a written explanation.

- 383 i. If the School and Sponsor cannot agree on academic achievement goals either
384 party may request mediation pursuant to section 1002.33(6), Florida Statutes. If
385 the Sponsor does not provide written notification within 30 days of receipt, the
386 goals shall be deemed accepted by the Sponsor.

387 4. Academic Achievement Goals – Remaining Years of Contract

388 Annually, by October 15th (or if the data is released later by the State, within a
389 reasonable time thereafter) the School shall provide the Sponsor with its proposed
390 academic achievement goals for the grades it will be serving in of the current year, using
391 the same parameters and testing set forth in Section 2.A.3, above.

392 5. Sponsor Review of Goals

393 The Sponsor shall review the proposed academic achievement goals within 30 days of
394 receipt. If the Sponsor does not accept the academic achievement goals it shall provide
395 the School a written explanation. If the Sponsor does not respond within 30 days of

396 receipt the academic achievement goals are deemed accepted. If the School and
397 Sponsor cannot agree on academic achievement goals either party may request
398 mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at
399 any time upon mutual written consent of both parties.

400 6. School Reporting

401 Annually, the School shall report its performance against the academic goals. If the
402 School falls short of the academic achievement goals set forth under the provisions of
403 this contract the Sponsor shall report such shortcomings to the FDOE.

404 7. Amendments

405 The School and Sponsor may agree to adjust the goals through a contract amendment or
406 addendum.

407 8. Methods of Measurement

408 The methods used to identify the educational strengths and needs of students are set
409 forth in the approved Application.

410 9. School Improvement Plans

411 Annually, the School shall develop and submit a School Improvement Plan (SIP) to the
412 Sponsor within the timelines specified by the Sponsor and/or the FLDOE. The School
413 will provide the Sponsor a SIP that is based on the goals and objectives required by
414 federal and state law and complies with the guidelines provided by the Sponsor. The
415 SIP shall contain the School's measurable objectives for the subsequent school year.
416 The School agrees to the baseline standard of achievement, the outcomes to be
417 achieved, and the methods of measurement that have been mutually agreed upon in the
418 SIP. The governing board of the School shall review and approve the SIP prior to its
419 final submission. Minutes documenting SIP approval must be taken and posted. The
420 School's governing board shall develop and monitor the implementation of the SIP.

421 If the School earns three (3) consecutive grades below a "C" under the State's school
422 grading system the governing board shall choose and implement a School
423 Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable
424 State Board of Education Rules or applicable federal law.

425 The School may use the annual SIP to satisfy Sections 2A3 and/or 2A5 of this Charter if
426 the SIP includes the outlined requirements and student groups.

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B. Assessments

Students shall participate in assessment programs as described in the approved Application.

1. State Required Assessments

All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments

Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida’s Item Bank and Test Platform

3. Student Accommodations

If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. Assessment Administration

All School personnel involved with any aspect of the testing process must abide by State and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results and shall cooperate with any investigation involving the School. The School shall comply with the applicable employee screening process as described in this Charter regarding all individuals who will serve as test administrators, proctors, and other support personnel required for accountability testing. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor’s staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The designated School testing coordinator must hold a valid teaching certificate and is required to attend all training sessions and informational meetings required by the Sponsor. The School shall immediately notify the Sponsor upon any change in the designated testing coordinator. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School’s test administration if the Sponsor deems it necessary.

- 466 5. Reports
- 467 The District shall provide the School with reports on District and State assessments in
- 468 the same manner and at the same time as for all public schools in the District.
- 469 6. Technology Infrastructure
- 470 The School shall, at its expense, provide adequate technological infrastructure to
- 471 support all required online test administration.
- 472 7. Termination Based on School Grade or Rating
- 473 The Charter shall be terminated if the School receives a state-designated grade of “F” or
- 474 a rating of declining in (1) any two consecutive years, or (2) two of any three years and
- 475 fails to choose and implement one of the corrective actions in Section 1002.33(9)(n)(2).
- 476 The Charter may be non-renewed or terminated if the School fails to make adequate
- 477 academic progress in accordance with state and federal laws. This provision does not
- 478 preclude the Sponsor from terminating the Charter for failure to meet academic
- 479 standards within the first or any subsequent school year. In addition to evaluating the
- 480 School’s success in achieving the objectives stated in the SIP and/or the School’s goals
- 481 and performance objectives, the School shall meet the state’s student performance
- 482 requirements in accordance with State Board of Education Rule 6A-1.09981,
- 483 *Implementation of Florida’s System of School Improvement and Accountability*, and
- 484 based on Section 1001.02, 1008.33, and 1008.345, F.S. This accountability criterion
- 485 shall be based upon the assessment system of the School, the Sponsor and the State.
- 486 8. Records and Grades Procedures
- 487 The School shall use records and grade procedures that adequately provide the
- 488 information required by the State and Sponsor. The School may elect to use the same
- 489 grading system as the Sponsor, at the School’s expense, or the School may use an
- 490 alternative grading and recording system, but the system must comply with the State’s
- 491 reporting guidelines. If the School chooses to use an application other than the system
- 492 in use by the Sponsor, it will be responsible for data entry directly into the Sponsor’s
- 493 student information system for daily attendance and all required grades. Schools that
- 494 use an alternative grade book system will be required to have a documented procedure
- 495 in place for communicating attendance and grades to the data entry clerk for entry into
- 496 the Sponsor’s student information system, prior to the opening of schools. Schools that
- 497 opt to use an alternative grade book system will be required to provide some form of
- 498 prior year(s) electronic audit trail.
- 499 The School shall follow the Sponsor’s authorized course codes, as appropriate. If
- 500 required pursuant to Section 1006.40(2) F.S., the School shall provide each student with
- 501 a current state adopted textbook or other current instructional materials in each core
- 502 course, including, but not limited to, mathematics, language arts, science, social studies,
- 503 reading, and literature. These materials must be provided within the first 2 years of the
- 504 effective date of the State’s textbook adoption cycle.

505 9. Textbook Inventory
506 The School will maintain, and have available for review, a current textbook or digital
507 textbook inventory for core courses which shall include title, date of adoption cycle,
508 and number of texts and/or licenses available and in use. The School shall provide
509 adequate technology infrastructure to support and deliver all digital instructional
510 materials.

511 **C. Student Promotion/Graduation**

512 The School's student promotion policy shall be consistent with the provisions of the
513 Application. The School will adopt the Sponsor's student progression plan.

514 The School's policy for determining that a student has satisfied the requirements for
515 graduation shall be consistent with the provisions of the Application, and Florida Law.

516 Schools that serve students in grade 12 shall annually notify parents in writing the
517 accreditation status of the school and the implications of non-accreditation, if applicable.
518 The notification may be provided in the parent handbook.

519 **D. Data Access and Use Pursuant to Statute**

520 The School agrees to allow the District reasonable access to review data sources in order
521 to assist the District in making a valid determination about the degree to which student
522 performance requirements, as stated in this Charter, have been met.

523 The School shall adopt student and employee computer and privacy policies and
524 standards that comply with all applicable state and federal laws. The District agrees this
525 may be accomplished by the School adopting the Sponsor's applicable policy. All
526 charter school employees agree to be bound by all the Sponsor's computer policies and
527 standards regarding data privacy and system security. As such, the School shall submit
528 the Sponsor's Acceptable Use Agreement and/or subsequent agreements to the district
529 when requested. The School shall not access any of the Sponsor's student information
530 unless and until the student enrolls in the School. Violation of this provision constitutes
531 good cause for termination.

532 **SECTION 3: STUDENTS**

533 **A. Grades Served**

534 The School is authorized to serve students in grades K through 8.

535 The School may provide enrollment preferences as allowed for in section 1002.33(10),
536 Florida Statutes. Further, the School may limit the enrollment process to target specific
537 student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described
538 in the approved Application.

539 The School will accept all eligible students in accordance with federal and state anti-
540 discrimination laws and in accordance with the Florida Educational Equity Act, section

541 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race,
542 gender, ethnicity, religion, national or ethnic origin or disability in the admission of
543 students. The School may not request prior to enrollment, through the application or
544 otherwise, information regarding the student’s prior academic performance. Pursuant to
545 section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a
546 student’s academic performance.

547 The School shall be non-sectarian in its programs, admissions policies, employment
548 practices and operations. The School will meet all applicable state and local health, safety,
549 and civil rights requirements. The School will comply with all applicable provisions of the
550 Marjory Stoneman Douglas High School Public Safety Act, including the following:

- 551 1. Section 1006.12, relating to safe-school officers;
- 552 2. Section 1006.07(7), relating to threat assessment teams;
- 553 3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
- 554 4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
- 555 5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
- 556 6. Section 1012.584, relating to youth mental health awareness and assistance training.

557 The School will not participate in its Sponsor’s plan for the mental health assistance
558 allocation. If the School develops its own plan, it must submit that plan to its Governing
559 Board for approval. After the plan is approved by the Governing Board, it must be provided
560 to the School’s Sponsor.

561 **B. Racial/Ethnic Balance**

562 The School shall make reasonable efforts, in accordance with federal law, to achieve a
563 racial/ethnic balance reflective of the community it serves or within the racial/ethnic range
564 of other public schools in the District and shall not discriminate against students with
565 disabilities who are served in Exceptional Student Education programs (ESE) and students
566 who are served as English Language Learners (ELL).

567 If the District is operating under a federal order or other resolution or settlement agreement,
568 the School shall comply with those requirements applicable to charter schools that are not
569 considered a local education agency (LEA). The Charter School is not required to comply
570 with federal requirements applicable to charter schools also considered to be an LEA.

571 **C. Recruitment**

572 The School will recruit throughout all segments of the community. This may include direct
573 mailings, public advertisement utilizing the local and community press and informational
574 meetings at a variety of locations using both English and other languages where
575 appropriate.

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D. Eligible Students

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1. Student Applications

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Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

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2. Lottery

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If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the School will utilize.

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3. Expelled Students

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Students who are currently expelled by the Sponsor may not enroll in the School during the term of their expulsion.

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4. Enrollment

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Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

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5. Non-Renewal/Termination

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If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

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6. Withdraw

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A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

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611 7. Interscholastic Extracurricular Activity
612 Students at the School are eligible to participate in an interscholastic extracurricular
613 activity at the public school to which the student would be otherwise assigned to attend
614 pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

615 **E. Class Size**

616 The School shall be in compliance with Florida Constitutional Class Size Requirements, as
617 applicable to charter schools.

618 **F. Projected Enrollment**

619 No later than November 1 of each year, the School shall provide to the Sponsor the
620 School's projected enrollment for the following school year. The projected enrollment shall
621 not constitute a cap on the School's enrollment for the following school year.

622 **G. Annual Enrollment**

623 1. Preliminary Projection

624 No later than November 1 of each year, the School shall provide to the Sponsor the
625 School's preliminary projected enrollment for the following school year. The projected
626 enrollment shall not constitute a cap on the School's enrollment for the following
627 school year.

628 2. Annual Enrollment Capacity

629 The enrollment capacity shall be annually determined by the Governing Board in
630 conjunction with the Sponsor based on the factors set forth in section 1002.33(10),
631 Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of
632 this contract, the proposed enrollment capacity for the subsequent school year.

633 3. Final Enrollment Projection

634 No later than June 1 of each year, the School shall provide to the Sponsor the School's
635 final enrollment projection for the upcoming school year. For purposes of this contract,
636 final enrollment projection is not annual capacity, but is the School's projection for how
637 many students will be enrolled when the school year begins as will serve as the basis
638 for initial FEFP payments.

639 Disagreements between the Sponsor and the School relating to enrollment capacity
640 will be resolved using the dispute resolution provisions in this Charter and section
641 1002.33, Florida Statutes. The School shall not enroll students in excess of the
642 physical capacity of the building, unless the School operates multiple sessions, in
643 which case, the physical capacity of the School shall not be exceeded during any
644 session.

645 The enrollment capacity of a School that is designated as High-Performing pursuant to
646 section 1002.331, Florida Statutes, shall be determined by the governing board.

647 **H. Maintenance of Student Records as Required by Statute**

648 1. Record Confidentiality

649 The School shall maintain confidentiality of student records as required by federal and
650 state law.

651 2. Student Active Records

652 The School will maintain active records for current students in accordance with
653 applicable Florida Statutes and State Board of Education rules.

654 3. Category A Records

655 All permanent (Category A) records of students leaving the School, whether by
656 graduation, transfer to another public school, or withdrawal to attend another school,
657 will be transferred to the District in accordance with Florida Statutes. Records will be
658 transmitted to the District's records retention department.

659 4. Category B Records

660 Records of student progress (Category B) will be transferred to the appropriate school if
661 a student withdraws to attend another public school or any other school. The School
662 may retain copies of the departing student's academic records created during the
663 student's attendance at the School.

664 5. FERPA

665 Upon the withdrawal of a student from the School, the School will retain the student's
666 original records, except that such records will be transferred within 10 business days to
667 another District school when requested by that school. Requests for student records
668 from public or private schools outside of the County and private schools within the
669 County must be made in writing. Only copies of requested records may be provided.
670 Copies only of student records may be provided to parents upon their request unless the
671 student is considered an eligible student under FERPA. The School will retain the
672 student's record for three (3) years after student withdrawal or until requested by
673 another District public school in this County, whichever comes first. At the end of the
674 third year all inactive student records will be returned to the District's records retention
675 department.

676 6. Termination/Closure

677 Upon termination or closure of the School, all student education records and
678 administrative records shall be transferred within 10 business days to the Sponsor's
679 records retention office for processing and maintenance.

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681 7. Record Retention
682 The School will comply with all other public record retention requirements for non-
683 student related records in a manner consistent with applicable Florida law. The School
684 shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other
685 applicable statutes pertaining to public records.

686 8. Record Transfer
687 The Sponsor and School agree that all student records will be provided within 10
688 business days to the district or charter school upon request and upon enrollment of
689 students.

690 9. Disposition of Application/Lottery
691 The School must maintain a record of all the students who apply to the School, whether
692 or not they are eventually enrolled. The information shall be made available to the
693 Sponsor upon written request. However, such requests may not be made until after the
694 October survey period. The School shall maintain documentation of each enrollment
695 lottery conducted. Such documentation shall provide sufficient detail to allow the
696 Sponsor to verify that the random selection process utilized by the School was
697 conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be
698 maintained in accordance with applicable record retention laws.

699 **I. Exception Student Education**

700 Exceptional students shall be provided with programs implemented in accordance with
701 applicable Federal, state and local policies and procedures; and, specifically, the
702 Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act
703 of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of
704 the Florida Administrative Code. This includes, but is not limited to:

705 1. Non-Discrimination
706 A non-discriminatory policy regarding placement, assessment, identification, and
707 selection.

708 2. FAPE
709 Free appropriate public education (FAPE).

710 3. Individual Educational Plans
711 Individual Educational Plans (IEP's), to include an annual IEP meeting with the
712 student's family.

713 Students with disabilities will be educated in the least restrictive environment and will
714 be segregated only if the nature and severity of the disability is such that education in
715 regular classes with the use of supplementary aids and services cannot be achieved
716 satisfactorily.

717 Those students, whose needs cannot be adequately addressed at the School, as
718 determined by the IEP team, will be referred to an appropriate placement within the
719 District. Parents of students with disabilities will be afforded procedural safeguards in
720 their native language, consistent with the manner that those safeguards are provided in
721 the District's traditional schools or using the District's materials. Unless the School is
722 specifically for students with disabilities, the School shall not request through the
723 School's application a student's IEP or other information regarding a student's special
724 needs, nor shall the school access such information prior to the enrollment lottery.

725 Upon enrollment, or notice of acceptance sent to the student, the School may request
726 from the District information related to the student's program and needs, including the
727 student's most recent IEP, which shall be provided within 10 days. Similarly, upon a
728 student's enrollment in another public school in the District and receipt of request for
729 records, the School shall provide the records to the requesting school within 10 days.
730 If the School believes, upon review of the IEP, that the student's needs cannot be met
731 at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be
732 invited to and may attend the meeting, at which time the IEP team shall determine
733 whether the School is an appropriate placement for the student.

734 A representative of the Sponsor shall be invited to participate in all IEP meetings and
735 will serve as the LEA representative. The Sponsor retains the right to determine
736 whether or not to send a representative to such meetings. However, if no representative
737 of the Sponsor will attend an IEP meeting, the School must designate which individual
738 or employment position at the School will serve as LEA representative. The Sponsor
739 will provide such individual with training required to serve as LEA representative upon
740 the request of the School.

741 4. Due Process Hearing

742 i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting
743 that they wish to file for a due process hearing or State Complaint
744 pursuant to State law and rules shall be given the appropriate forms by
745 the School. These forms shall also be provided upon request at any other
746 time.

747 ii. Due process hearing requests shall be forwarded to the Sponsor's ESE
748 Director and the District's General Counsel within one (1) school day of
749 receipt.

750 iii. The Sponsor will select and assign an attorney in consultation with the
751 School. The School may also hire an attorney at its cost to consult and
752 cooperate with the Sponsor. Final decisions on legal strategies shall be
753 made by the Sponsor's attorney in consultation with the School.

754 iv. In cooperation with the assigned attorney, the School is responsible for
755 scheduling resolution and mediation meetings as required under State and
756 Federal law.

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- 758 v. The Sponsor shall ensure that:
- 759 (a) The due process hearing is conducted pursuant to applicable State
- 760 laws and rules;
- 761 (b) A final decision is reached; and
- 762 (c) A copy of the decision is mailed to the parties.
- 763 vi. The School shall bear all the costs associated with the administrative due
- 764 process hearing, legal representation, discovery, court reporter, and
- 765 interpreter. In the event that the student, parents, or guardians prevail,
- 766 either through a hearing or settlement, the School shall pay any and all
- 767 attorneys' fees, reimbursements, compensatory education and any other
- 768 costs incurred, agreed upon or awarded; however, the District shall
- 769 assume and/or reimburse the costs of the defense attributable to,
- 770 caused by or through the fault of the District, if any. Costs and fees
- 771 incurred will be automatically reduced from the FTE funds passed
- 772 through the Sponsor to the School, without any penalty of interest,
- 773 although the School may request and the parties agree to a payment plan.

774 If the School receives a complaint filed or becomes aware of an investigation with the

775 Office of Civil Rights or any other governmental entity and the complaint or investigation

776 relates to the School and could involve the Sponsor, the School shall within one (1) school

777 day notify the Sponsor and provide the Sponsor any documentation from the agency. The

778 School shall fully cooperate with the Sponsor during the investigation and proceeding and

779 provide the Sponsor any relevant information. The School shall bear all costs associated

780 with the investigation. However, the Sponsor shall assume and/or reimburse the costs

781 attributable to, caused by, or through the fault of the Sponsor, if any.

782 **J. ESE Administrative Services**

783 ESE administrative services covered by the administrative fee, pursuant to section

784 1002.33(20), Florida Statutes, includes professional development related to IEP

785 development; access to any electronic IEP system or forms; initial evaluation for ESE

786 placement and other supports and services as agreed to by the School and the District.

787 **K. English for Speakers of Other Languages**

788 Students at the School who are English Language Learners will be served by English to

789 Speakers of Other Languages (ESOL) certified personnel who will follow the District's

790 Plan for English Language Learners (ELLs. The School shall be invited to attend the

791 District's ESOL Procedures Training(s) and shall comply with applicable rules and

792 regulations.

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L. Dismissal Policies and Procedures

795 The School shall implement the dismissal policies as described in the approved
796 Application, described within this Contract, or subsequently submitted to and approved by
797 the Sponsor. If the School materially revises the dismissal policies, it shall provide the
798 Sponsor the revised policies within 30 days of adoption by the Governing Board. If the
799 Sponsor determines that the revised dismissal policies violate applicable law it shall provide
800 the School with written notice within 30 days. The School shall submit legally compliant
801 dismissal policies within 30 days of receipt of the notice.

802 Upon the School’s decision to implement dismissal, the School shall refer the student to the
803 District for appropriate placement with the District. Dismissal procedures shall be clearly
804 defined in writing and included in any Parent Contract, shared with students and parents
805 annually and provided to the District no later than two weeks prior to the opening of school
806 each year. In each instance where dismissal is initiated, the parents will receive written
807 notice of the dismissal including the reasons for dismissal and a summary of the actions
808 taken to assist the student prior to dismissal. The District shall be provided a copy of the
809 dismissal notice on the same day as the parent. The School shall work in conjunction with
810 the parent(s) and the receiving school to assure that, to the greatest extent possible, such
811 dismissals occur at logical transition points in the school year (e.g. grading periods or
812 semester break(s) that minimize impact on the student grades and academic achievement.

813 The School may withdraw a student involuntarily for failure to maintain eligibility, such as
814 District residency requirements, or for violation of the School's Student Conduct Code,
815 which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the
816 American with Disabilities Act (ADA) for students with disabilities.

817 The School shall notify the Sponsor prior to the involuntary withdrawal of any student. The
818 School may not withdraw a student involuntarily for poor academic performance or for a
819 minor infraction of the School’s Code of Conduct. If there is disciplinary action against a
820 disabled student, the School shall not withdraw such student unless the behavior that led to
821 the discipline was not manifestation of that student’s disability, there has been a
822 determination by an IEP team that the School is not the appropriate placement for the
823 student, or as otherwise allowed or required by law. The School will ensure that no
824 pressure, coercion, negotiation or other inappropriate inducement may be used to attempt
825 to have parents/guardians withdraw students from the School. If the Sponsor determines that
826 the School’s dismissal of a student is in violation of this Charter or state and/or federal law,
827 the School shall be required to work collaboratively with the Sponsor to facilitate the
828 student’s prompt reenrollment.

829 **M. Student Code of Conduct, Suspension and Expulsion**

830 The School will maintain a safe learning environment at all times. The School shall adopt a
831 Code of Student Conduct as described in the approved Application. The School will report
832 each month to the District the number of violations of the Code, by offense, to be included
833 in the District’s discipline reporting, as required by law. The School agrees that it will not
834 engage in the corporal punishment of students. The School agrees to follow the Sponsor’s

835 guidelines and procedures regarding a recommendation for expulsion of a student, and
836 students recommended for expulsion or placement in an alternative school will be referred
837 to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a
838 manifestation determination if required by the Individual with Disabilities Education Act.

839 If a student commits an expellable offense under the Sponsor’s Code of Student Conduct,
840 the School will not withdraw the student from the School until the discipline procedures
841 related to the recommended expulsion are completed.

842 **N. School/Parent Contract**

843 The School agrees to submit any proposed Parent Contracts, including amendments, to the
844 Sponsor for review by March 1 annually, if materially revised. The Sponsor shall approve
845 the proposed parent contract or reject it if it does not comply with applicable law, within 30
846 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its
847 reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School
848 to resubmit a revised draft. The School shall submit the revised draft 30 days after receipt
849 of the notice. If the School or Sponsor elects to resolve any dispute through the dispute
850 resolution procedures, then the deadline for approving the parent contract will be extended
851 through the conclusion of that dispute resolution process. The school may not accept
852 monetary donations in lieu of volunteer hours.

853 **SECTION 4: FINANCIAL ACCOUNTABILITY**

854 **A. Revenue/State and Local**

855 **1. Basis for Funding: Student Reporting**

856 i. School will report the daily attendance of each student to the District to meet
857 District attendance reporting requirements, as required by law.

858 ii. The School agrees to report its student enrollment to the District as provided in
859 section 1011.62, Florida Statutes, and in accordance with the definitions in
860 section 1011.61, Florida Statutes, at the agreed upon intervals and using the
861 method used by the District when recording and reporting cost data by program.
862 The District shall include the School’s enrollment when recording and reporting
863 cost data by program. The District shall include the School’s enrollment in the
864 District’s report of student enrollment. The School shall use the Sponsor's
865 electronic data processing software system and procedures for the processing of
866 student enrollment, attendance, FTE collection, assessment information, IEP's,
867 ELL plans, 504 plans, and any other required individual student plan. The
868 Sponsor will offer training to the School and invite the School to any subsequent
869 training for District staff, in the use of such system and procedures at no cost to
870 the School. A representative of the School shall attend such training. The
871 Sponsor shall provide the School with equal access to the Sponsor's student
872 information systems that are used by traditional public schools in the District.

- 873 iii. The School will make provisions, at their expense, to ensure network
874 communications between the parties. This will allow the School to access and
875 use pertinent communication and data resources or student and business systems
876 as required by Florida Statute. The School accepts responsibility and will
877 purchase appropriate hardware and software to integrate with the Sponsor’s
878 network administration systems.
- 879 iv. If the School submits data relevant to FTE, Federal, or grant funding that is later
880 determined through the audit procedure to be inaccurate, the School shall be
881 responsible for any reimbursement to the State, the United States Department of
882 Education or the District for any errors or omissions in data that the School
883 submitted provided that the District has timely sent notice to the School of
884 alleged errors discovered through such audit(s) so that the School, on its own, or
885 through the sponsor, at the School’s expense may participate in any proceedings
886 to challenge or appeal such audit findings. The District shall deduct any such
887 adjustments from the School’s subsequent revenue disbursements evenly over
888 the remaining months of the fiscal year or according to an agreed upon payment
889 plan.
- 890 v. The District agrees to fund the School for the students enrolled as if they are in a
891 basic program or a special program in a District school in a manner fully
892 consistent with Florida law. The basis of the funding shall be the sum of the
893 District’s operating funds from the Florida Education Finance Program (FEFP)
894 as provided in section 1011.62, Florida Statutes, and the General Appropriations
895 Act, including gross state and local funds, discretionary lottery funds and funds
896 from the District’s current operating discretionary millage levy, divided by the
897 total funded weighted full-time equivalent students (WFTE) in the District;
898 multiplied by the weighted full-time equivalent students for the School.
- 899 vi. If the School’s students or programs meet the eligibility criteria in law, the
900 School shall be entitled to its proportionate share of categorical program funds
901 included in the total funds available in the FEFP by the Legislature, including
902 transportation, the research-based reading allocation, and the Florida digital
903 classroom allocation.
- 904 vii. Total funding for the School shall be recalculated during the year to reflect the
905 revised calculations under the Florida Education Finance Program by the state
906 and the actual weighted full-time equivalent students reported by the School
907 during the full-time equivalent student survey periods designated by the
908 Commissioner of Education.

909 2. Millage Levy or Sales Tax

910 The District shall provide additional funding to the School via any applicable capital
911 outlay or operating millage levied by the Sponsor as required by law.

912 The School agrees that it will submit all reasonably required documentation related to
913 the Sales Tax allocation as required by the Sponsor.

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3. Fees to be Charged to the School by the District

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

- i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15. The Sponsor may not delay payment to the School of any portion of the funds provided in Section 4.A.1. based on the timing of receipt of local funds by the Sponsor.
- ii. For the first two years of this Contract, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the Charter School for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. For new schools in the second and following years of the Contract, or for all existing Schools, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by

- 954 the first day of the current month. Otherwise, the Sponsor shall fund the
955 School based on the number of students actually registered as of the first
956 day of the month.
- 957 b. Thereafter, the results of full-time equivalent student membership surveys
958 shall be used in adjusting the amount of funds distributed monthly to the
959 Charter School for the remainder of the fiscal year.
- 960 c. Payments will be adjusted retroactively for prior period adjustments.
- 961 iv. Payment shall not be made, without penalty of interest, for students in
962 excess of the School facility's valid capacity as determined by the School's
963 Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the
964 annual enrollment capacity for the school year (whichever is less). In the
965 event that the required county and/or municipality facility permits do not
966 indicate a facility capacity, the School must submit a letter from the architect of
967 record certifying the capacity of the facility.
- 968 v. The Sponsor may withhold monthly payments, without penalty of interest, if
969 the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has
970 expired or has otherwise become invalid. The School shall notify the Sponsor
971 immediately if any of the aforementioned documents has expired or become
972 invalid. The Sponsor shall release, in full, all funds withheld under this
973 provision when the School has cured the deficiency. Payments will not be
974 withheld pending receipt of the School's Certificate of Occupancy,
975 Certificate of Use or Fire Permit for its initial location or any subsequent
976 location, so long as the School has met applicable statutory deadlines for
977 obtaining such approvals.
- 978 Additionally, funding for the School shall be adjusted during the year as
979 follows:
- 980 a. In the event of a state holdback or a proration, which reduces District
981 funding, the School's funding will be reduced proportionately to the extent
982 required by law.
- 983 b. In the event that the District exceeds the state cap for WFTE for Group 2
984 programs established by the Legislature resulting in unfunded WFTE for the
985 District, then the School's funding shall be reduced to reflect its proportional
986 share of any unfunded WFTE.
- 987 vi. The District shall make every effort to ensure that the School receives timely
988 and efficient reimbursement of funds. Other than those payments provided for in
989 this Contract, for which other requirements for timely payments have been
990 made, the payment shall be issued no later than ten (10) working days after the
991 District receives a distribution of state or federal funds. If a warrant for payment
992 is not issued within ten (10) working days after the receipt of funding by the
993 District, or the due date set forth in this Charter, the District shall pay to the
994 School, in addition to the amount of the scheduled disbursement, interest at a

995 rate of one percent (1%) per month calculated on a daily basis on the unpaid
996 balance from the expiration of the ten (10) day period until such time as the
997 warrant is issued.

998 Payment shall be made to the account in a state approved depository specified
999 and approved by the Governing Board at a public meeting. Nothing herein shall
1000 prevent the Governing Board from directing the deposit of payments with a
1001 trustee or other agent in connection with any financing or extension of credit.

1002 Notwithstanding the foregoing, distribution of FTE funds may be withheld,
1003 upon written notice by the Sponsor, if any of the following required documents
1004 are more than thirty (30) day overdue:

1005 a. The school's monthly/quarterly financial statement as required by State
1006 Board of Education Rule 6A-1.0081, F.A.C.

1007 b. The School's annual financial audit as required by section 218.39, Florida
1008 Statute and this Contract.

1009 The Sponsor shall release, in full, funds withheld under this provision within 10
1010 days of receipt of the documents that resulted in the withholding of funds.

1011 **B. Federal Funding**

1012 Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by
1013 the School and Sponsor, and consistent with state and federal rules and regulations
1014 governing the use and disbursement of federal funds, the Sponsor shall reimburse the
1015 charter school on a monthly basis for all invoices submitted by the charter school for
1016 federal funds available to the Sponsor for the benefit of the charter school, the charter
1017 school's students, and the charter school's students as public students in the school district.
1018 If the School elects to receive funds in lieu of services, the following provisions apply:

1019 1. Projected Annual Allocation

1020 The Sponsor shall provide to the School by August 15 of each year a projected annual
1021 allocation for all federal funds, as described above, that the School may draw as
1022 reimbursement for services provided. The projected annual allocation shall be based
1023 upon the School's final projected enrollment as provided for in 3.G. of this Contract.

1024 2. School Plan

1025 The School shall provide to the Sponsor a plan that describes how the funds will be
1026 used in accordance with applicable federal requirements as required by law. The plan
1027 must include sufficient detail to allow review of the plan for compliance with
1028 applicable federal regulations. The Sponsor shall have 30 days to review and approve
1029 the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the
1030 School with written notice detailing the deficiencies and provide an opportunity to cure.

- 1031 3. Invoices
- 1032 The School shall submit invoices by the 15th of each month to receive reimbursement
1033 for allowable expenses incurred during the prior month. The School shall maintain
1034 documentation of all expenditures in accordance with applicable law and provide to the
1035 Sponsor upon request. Expenditures shall be included in required monthly/quarterly
1036 financial statements.
- 1037 4. Reimbursement
- 1038 The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the
1039 Sponsor determines that the invoice is insufficient, it shall provide written notice to the
1040 School within ten (10) days of receipt.
- 1041 5. Services
- 1042 If the School and Sponsor mutually agree that the School will receive services funded
1043 through federal funds in lieu of the funds, such services will be provided to the School
1044 in the same manner as such services are provided to school district schools and to the
1045 students enrolled at school district schools.
- 1046 6. Title I Funds
- 1047 The per pupil allocation of Title I funds will be determined annually in accordance with
1048 federal and state Title I regulations by the District for that purpose. The allocation of
1049 Title I Funds shall be made in accordance with the Public Charter Extension Act of
1050 1998 and all corresponding guidance and regulations and applicable Florida law.
- 1051 7. Capital Outlay Purchased with Title I
- 1052 Any capital outlay item purchased with Title I must be identified and labeled for Title I
1053 property audits. The property must be returned to the District if the School is no longer
1054 eligible for Title I funding.
- 1055 8. Employees of Title I Schools
- 1056 Should the School receive Title I funds it will employ highly qualified staff: teachers
1057 that are certified and teaching infield; Para-educators with two years of college, an AA
1058 degree, or that have passed an equivalent exam.
- 1059 9. Parent Involvement Allocation for Title I Schools
- 1060 If the School accepts Title I funds, the School will receive a separate parent
1061 involvement allocation that must be spent in support of parental involvement activities
1062 and the School will implement a parent involvement program subject to the provisions
1063 of Title I federal law, currently section 1118 of NCLB.
- 1064 10. Support for Title I Schools
- 1065 The District and regional Title I staff will provide technical assistance and support in

1066 order to ensure that Title I guidelines are being followed at the School and that students
1067 are meeting high content and performance standards.

1068 11. Medicaid School Match Program Participation

1069 Under the Medicaid Certified School Match Program, the School may be eligible to
1070 seek reimbursement for certain services provided to Medicaid-eligible students who
1071 qualify for services under the IDEA part B or C. In order to seek reimbursements, the
1072 School shall follow the procedures established by the Agency for Health Care
1073 Administration for Medicaid-reimbursable services to eligible students in the School.

1074 **C. Federal & State Grants**

1075 The School agrees to comply with the District's rules, policies and procedures for federal
1076 and state Grants Management for grants submitted through the District, which include, but
1077 are not limited to:

1078 1. Facilitate

1079 Working with the appropriate District staff to facilitate District's approval for all
1080 federal and state grant applications developed by the School for which the District will
1081 serve as fiscal agent

1082 2. Reporting

1083 Submitting a grant application executive summary and grant description for each such
1084 grant processed and submitting an annual end-of-the-year Grant Final Report.

1085 3. Public Charter School Program Grants

1086 Ensuring that all grant indirect costs are appropriated, if allowed, to the District for
1087 applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor.
1088 For purposes of the Public Charter School Program Grant, authorized under Title V,
1089 Part B, of the Elementary and Secondary Education Act, no indirect costs may be
1090 appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

1091 **D. Charter School Capital Outlay Funds**

1092 1. Application

1093 If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the
1094 School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

1095 2. Distribution

1096 Should the School receive a Capital Outlay allocation, the District shall distribute such
1097 funds to the School within 10 days of receipt of such funds from the FDOE.

1098 **E. Restriction on Charging Tuition**

1099 The School shall not charge tuition or fees, except those fees allowable by statute that are
1100 normally charged by other public schools in the District. If the School intends to charge
1101 fees, it shall submit its proposed fee schedule to the District for review no later than March
1102 1 prior to the School Year in which the fees are intended to be charged, or within 30 days
1103 of contract execution for the initial school year. If the District believes that the proposed fee
1104 schedule does not meet the requirements of this subsection or applicable law, it will submit
1105 comments to the School and request additional information no later than thirty (30) days
1106 following receipt of the proposed fee schedule. If the parties are unable to resolve such
1107 issues, the matter will be submitted for alternative dispute resolution as set forth herein and
1108 Florida law. Fees shall not be a barrier to enrollment.

1109 **F. Budget**

1110 1. Annual Budget

1111 The School shall provide reasonable proof of the ability to fund the on-going
1112 operation of the School. The School shall annually prepare an operating budget for
1113 the School. Each budget shall include projected sources of revenue, both public and
1114 private, and planned expenditures covering the entire school year. The budget shall
1115 be formally adopted by the Governing Board at a scheduled public meeting. The
1116 adopted budget shall be documented in the minutes of the meeting. The School shall
1117 provide to the Sponsor a copy of the approved budget and a copy of the minutes of
1118 the Governing Board meeting documenting adoption of the budget, no later than
1119 September 1, for the fiscal year.

1120 2. Amended Budget

1121 Any amendments to the adopted budget shall be approved by the Governing Board at a
1122 scheduled meeting thereof and a copy provided to the District within 10 business days
1123 of the meeting at which the budget was amended.

1124 **G. Financial Records, Reports and Monitoring**

1125 1. Maintenance of Financial Records

1126 The School shall use the standard format contained in the Financial and Program Cost
1127 Accounting and Reporting for Florida Schools (The Red Book) for all financial
1128 transactions and maintenance of financial records.

1129 2. Financial and Program Cost Accounting and Reporting for Florida Schools

1130 The School agrees to do an annual cost accounting in a form and manner consistent with
1131 generally accepted governmental accounting standards in Florida. The financial
1132 statements are to be prepared in accordance with the provisions of section 1002.33(9),
1133 Florida Statute.

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3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, upon the designated August due date as set forth by the district.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide six (6) copies of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than August 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

1174 No later than April 30 of each year, the School shall formally notify the
1175 Sponsor in writing the name, address and phone number of the auditor
1176 engaged to perform the year-end audit and documentation of the auditor's
1177 current peer review.

1178 If the School ceases operation, the audited financial statements are due 30
1179 days after the date of closure.

1180 v. Grant Reporting

1181 The School shall submit Project Disbursement Reports for each grant to the
1182 Sponsor, supported by appropriate documents, including copies of invoices,
1183 timesheets, receipts, etc., to determine that grant funds are used and
1184 programs are operated in accordance with applicable federal and state
1185 statutes, rules and regulations.

1186 vi. Form 990, if applicable

1187 A Charter School shall organize as, or be operated by, a nonprofit
1188 organization. If the School has obtained federal tax exempt status as a
1189 501(c) (3) organization, the School shall provide the Sponsor copies of any
1190 correspondence from the Internal Revenue Service (IRS) confirming the
1191 School's 501(c)(3) status and will provide to the Sponsor a copy of its
1192 annual Form 990 within 15 business days after filing it with the IRS.
1193 Notwithstanding anything set forth in this Contract, the Sponsor does not
1194 covenant to extend or pledge its own tax-exempt status in any way for the
1195 use and benefit of the School.

1196 vii. The School shall provide all required financial documents noted herein in a
1197 timely manner consistent with the terms of this Charter.

1198 4. Fiscal Year

1199 The School's Fiscal year shall be July 1 – June 30.

1200 5. Financial Deficit Position

1201 If the School's annual financial audit reveals a deficit financial position, the auditors are
1202 required to notify the School's Governing Board, the Sponsor and the FDOE in writing.
1203 The auditor shall report such findings in the form of an exit interview to the principal or
1204 the principal administrator of the School and the chair of the Governing Board within
1205 seven (7) business days after finding the deficit position.

1206 6. Final Annual Audit

1207 A final annual financial audit report shall be provided to the entire Governing Board,
1208 the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

1209 7. Section 1002.345, Florida Statutes

1210 Section 1002.345, Florida Statutes. If the School experiences one of the financial

1211 conditions included in section 1002.345, Florida Statutes, it shall address such findings
1212 as required by law. Financial Recovery/Corrective Plan. If the School is found to be in
1213 a state of deteriorating financial condition or meets one or more of the conditions in
1214 Section 218.503, F.S., *Determination of Financial Emergency*, the School's governing
1215 board, with support from the Sponsor shall develop a corrective action plan in
1216 accordance with Florida Administrative Code 6A-1.0081, in a format prescribed by the
1217 Sponsor, and file the plan with the Commissioner of Education within 30 business days
1218 after notification is received in accordance with Section 1002.345, F.S. If the
1219 governing board and the Sponsor are unable to agree on a corrective action plan, the
1220 Commissioner of Education shall determine the components of the plan. The governing
1221 board shall implement the approved plan. Failure on the part of the School to propose a
1222 good faith corrective action plan shall constitute a material breach of this Charter and
1223 may result in the Sponsor's withholding of subsequent payments to the School without
1224 penalty of interest until the breach is cured. The Sponsor may also terminate the
1225 Charter. As stated in Section 1002.345, F.S., the Sponsor may decide not to renew or
1226 may terminate a charter if the charter school or charter technical career center fails to
1227 correct the deficiencies noted in the corrective action plan within one (1) year after
1228 notification of the deficiencies or exhibits one or more financial emergency conditions
1229 as specified in Section 218.503, F.S., for two (2) consecutive years.

1230 8. Additional Monitoring

1231 The Sponsor reserves the right to perform additional audits and investigations at its
1232 expense, as part of the Sponsor's financial monitoring responsibilities, as it deems
1233 necessary. The School shall be responsible for reimbursement and/or recovery of any
1234 unauthorized or misappropriate funds.

1235 **H. Financial Management of School**

1236 1. Operational and Fiscal Management

1237 The Governing Board shall be responsible for the operation and fiscal management of
1238 the School. The fiscal management of the School shall be conducted in a manner
1239 consistent with the provisions of the Application.

1240 2. Adhere to Financial Requirements

1241 The School shall adhere to any additional applicable financial requirements mandated
1242 by the State and/or Federal laws and regulations.

1243 3. Sponsor Non Guarantees

1244 Notwithstanding anything else herein to the contrary, the Sponsor shall not

1245 i. Guarantee payment for any purchases made by the School;

1246 ii. Guarantee payment for any debts incurred by the School;

1247 iii. Guarantee payment for any loans taken out by the School.

1248 iv. Lend its good faith and credit in order for the School to obtain a loan or other
1249 forms of credit.

1250 The School shall not suggest or represent to third parties, including, but not limited to,
1251 lenders, vendors, creditors, other business entities or their representatives, governmental
1252 entities, or other individuals anything to the contrary of the immediately preceding
1253 sentences.

1254 4. Letters of Credit

1255 The School agrees to provide to the District, proof of sufficient funds or a letter of
1256 credit to assure prompt payment of operating expenses associated with the School,
1257 including but not limited to, the amount of any lease payments, teacher and other staff
1258 salaries and benefits, transportation cost, etc. The parties stipulate that provision of a
1259 financially feasible, adopted budget, shall be sufficient for meeting this requirement.

1260 5. Bank Information

1261 The Sponsor shall remit charter school payments only to depository accounts in the
1262 same name as the legal entity and the name of the School. The School shall submit a
1263 Bank Information form providing all necessary bank account information and with an
1264 original signature of the current governing board chair of the School and a copy of the
1265 School's W-9 Form. The bank account must be in the same legal name of the School,
1266 and the bank information form must be signed by the active governing board chair of
1267 the School. The Sponsor shall not send payments to any entity other than the
1268 contracted entity in the Charter, to a trust account, any account not held and completely
1269 controlled by the School, or to any account that is part of any financial arrangements or
1270 debt security.

1271 **I. Description of Operating Procedures**

1272 The School shall develop and implement sufficient internal operating procedures as
1273 described in the approved Application to ensure sound financial management.

1274 **SECTION 5: FACILITIES**

1275 **A. Physical Address**

1276 The School shall be located at 720 Emerson Drive NE, Palm Bay, Florida 32907. The
1277 School must provide to the Sponsor a copy of the lease agreement, use agreement, or
1278 ownership documents and certificate of occupancy or temporary certificate of occupancy,
1279 and health/fire inspections documenting compliance with all applicable codes no later than
1280 fifteen (15) days prior to the School's initial opening day of classes. The health/fire
1281 inspections will be provided annually thereafter. The School shall make facilities accessible
1282 to Sponsor for safety inspection purposes. A facility for students to utilize during the class
1283 day is a material requirement of this Contract. If the facility is sub-leased, the School shall
1284 provide, upon request, documentation verifying the owner of the facility has approved the
1285 School's use of the facility.

1286 Any proposed change in location must be requested in writing to the Sponsor, and any new
1287 location must meet the same standards contained herein and applicable law. If the proposed
1288 location will not result in a substantial change to the student population or burden to the
1289 currently enrolled students and their families and does not alter the school's mission,
1290 approval shall not be unreasonably withheld. The School shall not change locations without
1291 prior written approval from the Sponsor, Superintendent or Superintendent's designee.

1292 Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the
1293 facility is damaged or unable to safely house students/staff, the School must notify the
1294 Sponsor, immediately, and secure an alternative location to ensure no interruption in
1295 instruction. The alternative location shall be subject to all facility requirements indicated in
1296 this section and applicable law. If the circumstances result in limited interruption of
1297 instruction the School shall ensure that the required number of instructional hours is
1298 provided.

1299 **B. Facility Requirements**

1300 The School shall use facilities that comply with the requirements in section 1002.33(18),
1301 Florida Statutes. The School shall provide the District with a list of the facilities to be used
1302 and their location. The School agrees to periodic health and safety inspections conducted
1303 by District safety staff.

1304 **C. School Dissolved/Terminated**

1305 In the event a charter school is dissolved or is otherwise terminated, all district school
1306 board property and improvements, furnishings, and equipment purchased with public funds
1307 shall automatically revert to full ownership by the district school board, subject to complete
1308 satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the
1309 charter school, district school board property and improvements, furnishings, and equipment
1310 purchased with public funds, or financial or other records pertaining to the charter school,
1311 in the possession of any person, entity, or holding company, other than the charter school,
1312 shall be held in trust upon the district school board's request, until any appeal status is
1313 resolved.

1314 **D. Conversion School**

1315 If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the
1316 Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

1317 **E. Display of Religious/Partisan Political Symbols**

1318 The School shall not display any religious or partisan political symbols, statues or artifacts,
1319 on the property and facilities where the School will operate.

1320 **F. Facilities Shared by Charter School**

1321 If the School moves out of a facility that is shared with another charter school having a
1322 separate Master School Identification Number, the School must provide for an audit of all
1323 equipment, educational materials and supplies, curriculum materials, and other items

1324 purchased or developed with federal charter school grant funds, and such items must be
1325 transferred to the School’s new location. The audit report must be submitted to the Sponsor
1326 within sixty (60) days after completion.

1327 **SECTION 6: TRANSPORTATION**

1328 **A. Transportation**

1329 The School shall provide transportation to the School’s students consistent with the
1330 requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section
1331 1002.33(20)(c), Florida Statutes. The School may provide transportation through an
1332 agreement or contract with the Sponsor, a private provider, and/or parents.

1333 **B. Reasonable Distance**

1334 Reasonable Distance [for purposes of this contract]: The School and Sponsor shall
1335 cooperate in making arrangements that ensure that transportation is not a barrier to equal
1336 access for all students residing within 2-4 miles of the school.

1337 **C. District Transportation Services**

1338 The parties may agree for the District to provide transportation to and from the School. If
1339 such agreement is reached it shall be the subject of a separate contract. If agreement is
1340 reached with the Sponsor the School may utilize, at the School’s expense, the District’s
1341 transportation services for extracurricular events, field trips, and other activities on the
1342 same basis and terms as other District schools.

1343 **D. Transportation Safety Requirements**

1344 The School shall comply with all applicable transportation safety requirements. Should the
1345 School choose to implement its own transportation plan rather than contract with the
1346 District for transportation services, it shall submit a transportation plan to the District for
1347 review. The School shall provide the District the name of the private transportation
1348 provider and a copy of the signed contract no later than 10 business days prior to the use of
1349 the service.

1350 **E. FTE Funding for Transportation**

1351 If the School submits data relevant to FTE funding for transportation that is later
1352 determined through the audit procedure to be inaccurate, the School shall be responsible for
1353 any reimbursement to the Sponsor and/or State arising as a result of any errors or
1354 omissions, misrepresentations or inaccurate projections for which the School is responsible.
1355 Any transportation FTE adjustment, which is attributable to error or substantial non-
1356 compliance by the School, the Sponsor shall deduct such assessed amount from the next
1357 available payment otherwise due to the School, without penalty of interest. Any deficit
1358 incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor
1359 shall have no liability for the same.

1360

SECTION 7: FOOD SERVICES

1361 The School shall provide food services to its students consistent with applicable Florida
1362 Statutes. If the School elects to participate in the National School Lunch Program it shall
1363 follow all applicable federal rules and regulations.

1364

SECTION 8: INSURANCE & INDEMNIFICATION

1365

A. Proof of Insurance

1366

The School agrees to provide the following proof of insurance:

1367

1. Errors and Omissions

1368

Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and
1369 employment discrimination, breach of contract, insured versus insured, consultants and
1370 independent contractors and with minimum policy limits of \$1,000,000.00 per
1371 occurrence and an aggregate limit of \$2,000,000.00. The insurance shall be subject to a
1372 maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-
1373 made basis, the School shall maintain, without interruption, the Professional Liability
1374 Insurance until three (3) years after termination of this Contract;

1375

2. General Liability

1376

General liability coverage written on an occurrence form with minimum policy limits of
1377 \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00, with a
1378 deductible of \$25,000.00;

1379

3. Automobile Coverage

1380

If the School owns or uses school vehicles to transport students and/or staff, automobile
1381 coverage with the same limits as general liability.

1382

B. Property Insurance – Building and Contents

1383

Property insurance shall be secured for buildings and contents. Property Insurance coverage
1384 for the “Building” includes the structure, including permanently installed fixtures,
1385 machinery and equipment, outdoor fixtures, and personal property to service the premises.
1386 If the Building is under construction, the School shall provide evidence of property
1387 insurance for the additions under construction and alterations, repairs, including materials,
1388 equipment, supplies, and temporary structures within 100 feet of the premises.

1389

If the School leases the site location, then the School shall provide on a form acceptable to
1390 the Sponsor evidence of business personal property insurance, to include furniture, fixtures,
1391 equipment, and machinery used in the School.

1392 **C. Property Insurance – Personal and District Owned Property**

1393 The School further agrees to secure and maintain property insurance for the School’s
1394 personal property, and to insure all of the District’s owned property, if any, to be used by
1395 the School to its full fair market value with the Sponsor named as loss payee. The insurance
1396 must be sufficient to provide for replacement of property.

1397 **D. Workers Compensation**

1398 The School agrees to provide adequate Workers’ Compensation insurance coverage as
1399 required by Chapter 440, Florida Statutes.

1400 **E. Fidelity Bond/Crime Insurance Coverage**

1401 The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board
1402 members and employees, including Faithful Performance of duty coverage for the School’s
1403 administrators/principal and Governing Board with an insurance carrier authorized to do
1404 business in the State of Florida and coverage shall be in the amount of no less than one
1405 million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate,
1406 with a deductible of \$25,000.00. In lieu of Employee Dishonesty/Crime Insurance,
1407 Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

1408 **F. Submit to District**

1409 No later than 30 days prior to the opening of school, the School shall furnish the District
1410 with fully completed certificates of all insurance policies, signed by an authorized
1411 representative of the insurer(s) confirming the coverage begins by July 1. The certificates
1412 shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such
1413 time as the insurance is no longer required to be maintained by the School, the School shall
1414 provide the School Board evidence of the renewal or replacement of the insurance no less
1415 than thirty (30) days before expiration or termination of the required insurance for which
1416 evidence was provided. Should any of the above described policies (A-E) be cancelled
1417 before the expiration date, written notice to the Sponsor shall be delivered in accordance
1418 with the policy provisions or within 10 days of cancellation, whichever is sooner.

1419 **G. Failure to Secure/Maintain Insurance**

1420 Failure to secure and continuously maintain all insurance listed in items A-E without cure
1421 after written notice above may constitute grounds for termination of this charter.

1422 **H. Indemnify and Hold Harmless**

1423 The School agrees to indemnify and hold harmless the Sponsor, its members, officers,
1424 employees and agents, harmless from any and all claims, actions, costs, expenses, damages,
1425 and liabilities, including reasonable attorney’s fees, arising out of, connected with or
1426 resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of
1427 the School’s members, officers, or employees or other agents in connection with and
1428 arising out of any services within the scope of this Charter; (b) the School’s material breach
1429 of this Charter or law; (c) any failure by the School to pay its suppliers or any

1430 subcontractors. In addition, the School shall indemnify, protect and hold the District
1431 harmless against all claims and actions brought against the District by reason of any actual
1432 or alleged infringement of patent or other proprietary rights in any material, process,
1433 machine or appliance used by the School, except when Sponsor supplied, or required
1434 School to use that material, process, machine, or appliance, and any claims or actions
1435 related to violation of any state or Federal statutes or regulations including those referenced
1436 in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct
1437 of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

1438 **I. Applicable to All Coverages the School Procures**

1439 1. Other Coverage

1440 The insurance provided by the School shall apply on a primary basis and any other
1441 insurance or self-insurance maintained by the Sponsor or its members, officers,
1442 employees, or agents, shall be in excess of the insurance provided by or on behalf of
1443 the School.

1444 2. Deductibles/Retention

1445 Except as otherwise specified, the insurance maintained by the School shall apply on
1446 a first-dollar basis without application of deductible or self-insurance retention.

1447 3. Liability and Remedies

1448 Compliance with the insurance requirements of this Contract shall not limit the
1449 liability of the School, its subcontractors, its sub-subcontractors, its employees or its
1450 agents to the Sponsor or others. Any remedy provided to the Sponsor or its
1451 members, officers, employees, or agents by the insurance shall be in addition to
1452 and not in lieu of any other remedy available under the Contract or otherwise.

1453 4. Subcontractors

1454 The School shall require its subcontractors and its sub-subcontractors to maintain any
1455 and all insurance required by law.

1456 5. Waiver of Subrogation

1457 All policies will be endorsed for waiver of subrogation in favor of the Sponsor.

1458 6. Defense Outside the Limits

1459 Whenever possible, coverage for School Leader’s Errors and Omission and Sexual
1460 Abuse Liability policies should be written with “Defense Costs outside the limits”.
1461 This term ensures that limits are available to pay claims rather having attorney’s fees
1462 erode the available claim dollars.

1463

J. Indemnification

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The District agrees to indemnify and hold harmless 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 District’s members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District’s material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

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K. Sovereign Immunity

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Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, neither the District nor the School waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

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L. Notification of Third-Party Claim, Demand, or Other Action

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The School and 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 the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to 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. The School or the 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.

1500 **M. Notice of Claims**

1501 1. Time to Submit

1502 The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F)
1503 of this Contract.

1504 2. Notice of Cancellation

1505 The evidence of insurance shall provide that the District be given no less than sixty (60)
1506 days written notice prior to cancellation.

1507 3. Renewal/Replacement

1508 Until such time as the insurance is no longer required to be maintained by the School,
1509 the School shall provide the District with evidence of the renewal or replacement of the
1510 insurance no less than thirty (30) days before expiration or termination of the required
1511 insurance for which evidence was provided.

1512 **SECTION 9: GOVERNANCE**

1513 **A. Governance of School**

1514 Governance of the School will be in accordance with the Bylaws or other organizational
1515 documents of the School and as described in the Application. The School shall provide the
1516 Sponsor with copies of these documents if/when materially changed. The general direction
1517 and management of the affairs of the School shall be vested in the Governing Board with a
1518 minimum of 3 members. A majority of the voting members of the Governing Board shall
1519 constitute a quorum. Such attendance may be achieved through means of communication
1520 media technology used in accordance with rules adopted by the Administration
1521 Commission under Florida Statute Section 120.54(5) or otherwise provided by law. The
1522 Governing Board's primary role will be to set policy, provide financial oversight, annually
1523 adopt and maintain an operating budget, exercise continuing oversight over the School's
1524 operations, and communicate the vision of the School to community members. It shall be
1525 the duty of the Governing Board to keep a complete record of all its actions and corporate
1526 affairs and supervise all officers and agents of the School and to see that their duties are
1527 properly performed. Annually, the School shall provide the Sponsor the names and contract
1528 information of all governing board members if materially changed.

1529 The Governing Board must appoint a representative to facilitate parental involvement,
1530 provide access to information, assist parents and others with questions and concerns, and
1531 resolve disputes. The representative must reside in the school district in which the charter
1532 school is located and may be a Governing Board member, charter school employee, or
1533 individual contracted to represent the governing board. If the Governing Board oversees
1534 multiple charter schools in the same school district, the Governing Board must appoint a
1535 separate individual representative for each charter school in the district. The

1536 representative’s contact information must be provided annually, in writing, to parents and
1537 the Sponsor, and posted prominently on the charter school’s website.

1538 All meetings and communications involving members of the Governing Board shall be held
1539 in compliance with Florida’s Sunshine Law.

1540 The Board shall have at least four (4) public meetings per school year, with a minimum of
1541 two (2) within Brevard County. By August 15 annually, the School shall provide the
1542 Sponsor the annual schedule of governing board meetings. The School shall provide
1543 reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings. The
1544 meetings must be noticed, open, and accessible to the public, and attendees must be
1545 provided an opportunity to receive information and provide input regarding the charter
1546 school’s operations. The appointed representative and charter school principal or director,
1547 or his or her equivalent, must be physically present at each meeting. The School will
1548 provide the Sponsor with copies of the approved meeting minutes.

1549 All members of the Governing Board will be required to attend Governance training and
1550 refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784,
1551 Florida Administrative Code.

1552 The Governing Board will serve as the sole responsible fiscal agent for setting the policies
1553 guiding finance and operation. School policies are decided by the Governing Board, and
1554 the Principal ensures that those policies are implemented.

1555 The School will be a private employer and will not participate in the Florida Retirement
1556 System.

1557 **B. Nonprofit Organization**

1558 The School shall be organized as a Florida nonprofit organization.

1559 **C. Oversight**

1560 The Bylaws or other organizational documents of the School shall establish the procedures
1561 by which members of the Governing Board are appointed and removed and the election of
1562 officers. The Governing Board will develop and implement policies regarding educational
1563 philosophy, program, and financial procedures. The Governing Board will oversee
1564 assessment and accountability procedures to assure that the School’s student performance
1565 standards are met or exceeded.

1566 1. Accountability

1567 The Governing Board shall exercise continuing oversight over Charter School
1568 operations and will be held accountable to its students, parents/guardians, and the
1569 community at large, through a continuous cycle of planning, evaluation, and reporting as
1570 set forth in section 1002.33, Florida Statutes.

1571 2. Policy Decision Making

1572 The Governing Board will be responsible for the over-all policy decision making of the

- 1573 School, including the annual approval of the budget.
- 1574 3. Fingerprinting
- 1575 Upon nomination and prior to appointment to the Governing Board, a member shall be
1576 fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the
1577 fingerprinting is the responsibility of the School or Governing Board member.
1578 Prospective Governing Board members whose fingerprint check results warrant
1579 disqualification under the Statute shall not be appointed to the board.
- 1580 4. Certified Public Accountant
- 1581 Governing Board shall ensure that the School has retained the services of a certified
1582 public accountant or auditor for the annual financial audit, pursuant to section
1583 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
- 1584 5. Audit Report
- 1585 The Governing Board shall review and approve the audit report, including any audit
1586 findings and recommendations for the financial recovery plan.
- 1587 6. Duties
- 1588 The Governing Board shall perform the duties set forth in section 1002.345, Florida
1589 Statutes, including monitoring any financial corrective action plan or financial recovery
1590 plan.
- 1591 7. Compensation
- 1592 No member of the Governing Board or their immediate family will receive
1593 compensation, directly or indirectly from the School or the School's operations. No
1594 School or management company employee, or his/her spouse, shall be a member of the
1595 Governing Board. Violation of this provision or any violation of sections
1596 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the
1597 Board, shall constitute a material breach of this Charter. The School will submit to the
1598 Sponsor the state approved Disclosure Form (as found in the state model application) for
1599 all new governing board members and any new School employee who has equivalent
1600 decision-making authority in order to provide the disclosure required by s.
1601 1002.33(7)(a)(18), Florida Statutes.
- 1602 8. Changes to Governing Board
- 1603 Any change in Governing Board membership must be reported to Sponsor in writing
1604 within 5 business days of the change.
- 1605

1606 **D. Access to Facility and Records**

1607 The School shall allow reasonable access to its facilities and records to duly authorized
1608 representatives of the District. Conversely, the District shall allow reasonable access to its
1609 records to duly authorized representatives of the School to the extent allowable by law.

1610 To the extent the School is provided access to Sponsor's data systems, all School
1611 employees and students will be bound by Sponsor's computer policies and standards
1612 regarding data privacy and system security.

1613 **E. Management Organization/ESP**

1614 If an organization (management organization), including but not limited to: 1) a
1615 management company, 2) an educational service provider, or 3) a parent organization, will
1616 be managing or providing significant services to the School, the contract for services
1617 between the management organization and the Governing Board shall be provided to the
1618 Sponsor and attached as an appendix to this Charter. Any contract between the management
1619 organization and the School must ensure that:

1620 1. Employees of Management Company

1621 Members of the Governing Board or their spouses will not be employees of the
1622 management organization, nor should they be compensated for their service on the
1623 Board or selected to serve on the Board by the management organization.

1624 2. Independent of Management Company

1625 The Governing Board retains the right to hire an independent attorney, accountant, and
1626 audit firm representing and working for, or on behalf of, the School. Notwithstanding,
1627 the Governing Board and the management organization may contract for such services
1628 as determined by the management agreement and as otherwise allowed by law. The
1629 Governing Board shall use an audit firm that is independent from the management
1630 organization for the purposes of completing the annual financial audit required under
1631 section 218.39, Florida Statutes.

1632 3. Contract

1633 The contract will clearly define each party's rights and responsibilities including
1634 specific services provided by the management organization and the fees for those
1635 services and specifies reasonable and feasible terms under which either party may
1636 terminate the contract.

1637 4. Equipment/Furnishings

1638 All equipment and furnishings that are purchased with public funds will be the property
1639 of the School, not the management organization and any fund balance remaining at the
1640 end of each fiscal year will belong to the School, not the management organization.

1641 5. Loans
1642 All loans from the management organization to the School, such as facility loans or
1643 loans for cash flow, will be appropriately documented and will be repaid at a rate no
1644 higher than market rates at the time of the loan.

1645 6. Copy of Contract to District
1646 A copy of any material changes to the contract between the management organization
1647 and the Governing Board shall be submitted to the District within five (5) days of
1648 execution. The Sponsor shall have 30 days to review the material changes. If the
1649 changes violate the terms of this Contract or applicable law the Sponsor shall provide
1650 written notice to the School which shall include a description of the violations. The
1651 School may address the concerns or initiate the dispute resolution process included in
1652 this Charter.

1653 7. Compliance
1654 The management organization will perform its duties in compliance with this Charter.

1655 **F. Default or Breach of Charter**

1656 Any default or breach of the terms of this Charter by the management company shall
1657 constitute a default or breach under the terms of this Charter by the School unless the
1658 School cures such breach after written notice.

1659 **SECTION 10: HUMAN RESOURCES**

1660 **A. Personnel**

1661 The School shall select its own personnel.

1662 **B. Nonsectarian**

1663 The School's employment practices shall be nonsectarian.

1664 **C. Teacher Certification**

1665 The teachers employed by or under contract to the School shall be certified as required
1666 by Chapter 1012.

1667 **D. Professional Development**

1668 Employees of the School may participate in professional development activities offered
1669 by the District. Any costs associated with professional development for which there is an
1670 additional fee, and for which no Federal funding has been provided for such purposes to
1671 the Sponsor, will be the responsibility of the School or individual School employee.

- 1672 **E. Certification/Licensure Suspended/Revoked**
- 1673 The School may not knowingly employ an individual to provide instructional services
- 1674 or to serve as a teacher’s aide if the individual’s certification or licensure as an educator
- 1675 is suspended or revoked by this or any other state.
- 1676 **F. Disclosure**
- 1677 This Contract makes the following full disclosure of the identity of all relatives
- 1678 employed by the School who are related to the School owner, president, chairperson of
- 1679 the governing board of directors, superintendent, governing board member, principal,
- 1680 assistant principal, or any other person employed by the School who has equivalent
- 1681 decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):
- 1682 NONE
- 1683 If the relative is employed after execution of this Contract, the School shall disclose to
- 1684 the District, within 10 business days, the employment of any person who is a relative as
- 1685 defined in section 1002.33(7)(a)18., Florida Statutes.
- 1686 The School shall comply with the restriction on employment of relatives, provisions
- 1687 included in section 1002.33(24), Florida Statutes.
- 1688 **G. Hiring**
- 1689 The School may not knowingly employ an individual who has resigned from a school or
- 1690 school district in lieu of disciplinary action with respect to child welfare or safety or who
- 1691 has been dismissed for just cause by any school or school district with respect to child
- 1692 welfare or safety or who is under current suspension from any school or school district.
- 1693 **H. Disclosure of Teacher Qualifications**
- 1694 The School shall disclose to the parents and the Sponsor the qualifications of its teachers
- 1695 (including out-of-field information) in the manner required by law. The School shall
- 1696 provide to the District, prior to the opening day of school, the qualifications and
- 1697 assignments of all staff members using the Sponsor’s designated database. Teaching
- 1698 assignments must match the State’s course code directory numbers. Changes will be
- 1699 provided to the District within 3 work days of hiring, granting leaves of absence, and/or
- 1700 terminating teachers and staff. The School agrees to verify the accuracy of its employee
- 1701 database monthly.
- 1702 **I. Background Screening**
- 1703 The School shall implement policies and procedures for background screening of all
- 1704 prospective employees, volunteers, and mentors.
- 1705 **J. Fingerprinting**
- 1706 The School shall require all employees and the members of the Governing Board to be
- 1707 fingerprinted by an authorized law enforcement agency or an employee of the School or

1708 Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida
1709 Statutes. The cost of fingerprinting shall be borne by the School or the individual being
1710 fingerprinted. The results of all such background investigations and fingerprinting will
1711 be reported in writing to the Superintendent of Schools or his/her designee. No School
1712 employee or member of the Governing Board may be on campus with students until
1713 his/her fingerprints are processed and cleared. The School shall ensure that it complies
1714 with all fingerprinting and background check requirements, including those relating to
1715 vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida
1716 Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and
1717 background check requirements of volunteers. The School shall notify the District's
1718 Human Resource Department when a staff member is no longer employed at the School.

1719 The School shall require all employees and Board members to self-report within 48
1720 hours to appropriate authorities any arrest and final disposition of such arrest other than
1721 minor traffic violations. The School shall then take appropriate action relating to the
1722 employment of that individual.

1723 **K. Anti-Discrimination Provisions**

1724 The School shall not violate the anti-discrimination provisions of section 1000.05,
1725 Florida Statutes, and the Florida Education Equity Act.

1726 **SECTION 11: REQUIRED REPORTS/DOCUMENTS**

1727 The School shall agree to use the identified document management system for the required
1728 reports/documents as set forth by the Sponsor, consistent with this Contract and federal/state laws.
1729 Any dispute regarding the document management system that cannot be rectified between the
1730 parties may be resolved pursuant to section 1002.33(6)(h), Florida Statute.

1731 **A. Pre-Opening**

- 1732 1. Policies and Procedures Manual
- 1733 2. List of members of the Governing Board and Principal, including current contact
1734 information.
- 1735 3. Facility [zoning, certificate of occupancy, fire inspection, health inspection, etc.]
- 1736 4. Other
 - 1737 a. Current lease or ownership documents
 - 1738 b. Copy of current insurance certificates or policies for all types of insurance
1739 required by the charter
 - 1740 c. Enter current staff member information including certifications and teaching
1741 assignments for teachers and other data required by the FDOE

- 1742 d. Documentation of fingerprinting of all staff and Governing Board members
- 1743 e. Student Code of Conduct
- 1744 f. Updated list of currently registered students
- 1745 g. Contract for transportation rates and services or transportation plan, if
- 1746 applicable.
- 1747 h. Letter specifying that the School will adopt/not adopt the district reading plan
- 1748 i. Tentative dates and times of the meetings of the Governing Board for the first year
- 1749 j. Crisis Response Plan
- 1750 k. Dismissal policies and procedures
- 1751 l. School's parental contract, if applicable
- 1752 5. Other Pre-Opening documents/information outlined in this Contract.

1753 **B. Monthly**

- 1754 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated
- 1755 High-Performing pursuant to section 1002.331, Florida Statute.)
- 1756 2. Attestations of School Staff (AS400 Staff Database)

1757 **C. Quarterly**

- 1758 1. Published Governing Board meeting approved minutes

1759 **D. Annual**

- 1760 1. Annual Student Achievement Report
- 1761 2. Annual Florida Department of Education Accountability Report, to be filed with
- 1762 3. FDOE
- 1763 4. Annual Financial Audit
- 1764 5. Engagement Letter of Certified Public Accountant to Conduct Financial Audit
- 1765 6. Program Cost Report
- 1766 7. Approved Budget
- 1767 8. Annual Inventory Report [capital purchases with public funds]
- 1768 9. Policies and Procedures of the School [if materially revised]
- 1769 10. School Based Student Code of Conduct [if materially revised]
- 1770 11. Dismissal Policies and Procedures [if materially revised]
- 1771 12. Crisis Response Plan [if materially revised]
- 1772 13. Health Inspections

- 1773 14. Employee Handbook [if materially revised]
- 1774 15. Current List of members of the Governing Board, Parent Representative and Principal,
- 1775 including current contract information [if materially revised]
- 1776 16. School’s Parental Contract [if materially revised]
- 1777 17. Projected Enrollment [for subsequent school year]
- 1778 18. Capacity [for subsequent school year]
- 1779 19. School Calendar [for subsequent school year] if different than the District
- 1780 20. Certificate of Occupancy (if changes or newly issued)
- 1781 21. Evidence of Insurance
- 1782 22. Management Organization Agreement [if materially revised]
- 1783 23. Student Progression Plan [if materially revised]
- 1784 24. Disposition of Student Records
- 1785 25. Facility [zoning, certificate of occupancy, fire inspection, health inspection, etc.] (if
- 1786 reissued or materially revised)
- 1787 26. Federal Impact Forms
- 1788 27. Crisis Response Plan (if materially revised)
- 1789 28. School Improvement Plan (SIP)
- 1790 29. Grants and Special Funding Documentation
- 1791 30. Other documents/information outlined in this Contract or required by law.

1792 **E. Additional Requests**

1793 The Sponsor may request additional reports if the request is provided in writing and
 1794 provides reasonable and specific justification.

1795 **F. Third Parties**

1796 In connection with its oversight responsibilities, the District may provide information, upon
 1797 request, to third parties, including creditors and other parties doing business with the
 1798 School, regarding (i) the School’s compliance with its reporting obligations and other
 1799 obligations hereunder or under applicable law, (ii) the status of the School’s charter, and (iii)
 1800 any disciplinary action that has been taken, including the existence of any Corrective
 1801 Action Plan and the School’s compliance with the requirements thereof.

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SECTION 12: MISCELLANEOUS PROVISIONS

1804

A. Impossibility

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Neither party shall be in default of this Charter, if the performance of any 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 or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

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B. Drug Free Workplace

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The School shall be a drug-free workplace, as provided by State and Federal law.

1812

C. Entire Agreement

1813

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

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D. No Assignment without Consent

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This Charter shall not be assigned by either party without mutual written consent.

1821

E. No Waiver

1822

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

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F. Default Including Opportunity to Cure

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In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

1831

1832

1833

G. Survival Including Post Termination of Charter

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

1835

H. Severability

1836

If any provision or any part of this Charter is determined to be unlawful, void, or invalid,

1837 that determination shall not affect any other provision or any part of any other provision of
1838 this Charter and all such provisions shall remain in full force and effect.

1839 **I. Third Party Beneficiary**

1840 This Charter is not intended to create any rights in a third party beneficiary.

1841 **J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial**

1842 This Charter is made and entered into in the County and shall be interpreted according to
1843 the laws of the State. The exclusive jurisdiction and venue for any litigation between the
1844 parties arising out of or related to this Charter, shall be the Circuit Court, the County Court
1845 in and for the County, or the appropriate appellate or federal court. The parties forever
1846 waive the right to trial by jury for any and all litigation between the parties arising out of or
1847 related to this Charter. The parties agree to have any such dispute settled by a judge alone,
1848 without a jury.

1849 **K. Notice**

1850 Official correspondence between the School and the District shall be in writing, and signed
1851 by an officer of the Governing Board or the Principal of the School, and sent postage
1852 prepaid by United States mail or as otherwise indicated below, directed to the other party at
1853 its address hereinafter provided or such other address as either party may designate by notice
1854 from time to time. Every notice, approval, consent or other communication authorized or
1855 required by this Charter shall not be effective unless same shall be in writing and sent
1856 postage prepaid by United States mail, directed to the other party at its address hereinafter
1857 provided or such other address as either party may designate by notice from time to time in
1858 accordance herewith:

1859 Other Accepted Methods of Correspondence: Electronic Mail between the School and the
1860 Sponsor, and/or BPS Courier Service between the School and the Sponsor.

1861 As to the Sponsor:

1862 Brevard Public Schools
1863 Attention: Leading and Learning – Open Enrollment
1864 2700 Judge Fran Jamieson Way
1865 Viera, FL 32940

1866 As to the School:

1867 Pineapple Cove Classical Academy at Lockmar, Inc.
1868 Attn: Governing Board President
1869 3455 Norfolk Parkway W.
1870 Melbourne, Florida 32904
1871

1872 Upon Notice of Deficiency or Default:
1873 Arnold Law Firm
1874 Attn: Melissa Gross-Arnold, Esq., B.C.S.
1875 6279 Dupont Station Court
1876 Jacksonville, FL 32217

1877 With a copy via email, for informational purposes only to the School Leader.

1878 Each of the persons executing this Charter represents and warrants that he/she has the full
1879 power and authority to execute the Charter on behalf of the party for whom he or she
1880 signs and that he or she enters into this Charter of his or her own free will and accord and
1881 in accordance with his or her own judgment, and after consulting with anyone of his or
1882 her own choosing, including but not limited to his or her attorney.

1883 **L. Conflict between Charter and Florida Law**

1884 In any case where this charter conflicts with Florida law, the terms of the applicable Florida
1885 Statute, State Board Rule, or case law will control over the Charter.

1886 **M. Conflict/Dispute Resolution**

1887 Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from
1888 time to time, all disagreements and disputes relating to or arising out of this Charter which
1889 the parties are unable to resolve informally, may be resolved according to the following
1890 dispute resolution process, unless otherwise directed or provided for in the aforementioned
1891 statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately
1892 terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is
1893 anticipated that a continuing policy of open communication between the Sponsor and the
1894 School will prevent the need for implementing a conflict/dispute resolution procedure.

1895 The following dispute resolution process, not otherwise pre-empted by section 1002.33,
1896 Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a
1897 dispute. All disagreements and disputes relating to or arising out of this Charter which the
1898 parties are unable to resolve informally, may be resolved according to the following dispute
1899 resolution process:

1900 Step 1 -- The persons having responsibility for implementing this Charter for the grieving
1901 party will write to the other party to identify the problem, propose action to correct the
1902 problem and explain reasons for the proposed action.

1903 Step 2 -- The person having responsibility for implementing this Charter for the other party
1904 will respond in writing within fifteen (15) calendar days, accepting the proposed action or
1905 offering alternative solution(s) to the problem. A meeting of representatives of the parties
1906 may be held to reach agreement on the solution and subsequent action.

1907 Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will
1908 develop a joint written explanation indicating the resolution. This document will be
1909 retained with this Charter. If an amendment to the Charter is necessary, the amendment will
1910 be submitted for action by both parties.

1911 Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may
1912 have recourse to their available legal remedies, including, without limitation, mediation
1913 through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida
1914 Statutes.

1915 **N. Citations**

1916 Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter,
1917 it shall be construed to mean the statute or rule in effect on the effective date of this
1918 Charter, and as it is amended from time to time.

1919 School Board policies will not control this Charter or be incorporated herein absent written
1920 consent of the Governing Board, as provided by Florida law, unless the School agreed to
1921 such policies in the approved Application or otherwise agreed to by the Governing Board in
1922 writing.

1923 If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the
1924 policy in effect at the time of the execution of the charter, or any subsequent modification
1925 thereof, shall remain in effect and the Sponsor may not hold the charter school responsible
1926 for any provision of a newly revised policy unless the revised policy is mutually agreed
1927 upon.

1928 Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall
1929 provide written notification to the School and Governing Board. The written notification
1930 shall include the revised policy and shall allow the Governing Board 45 days to reject the
1931 revised policy. If the Governing Board does not provide written notice of its rejection of
1932 the policy, the revised policy is deemed accepted by the Governing Board. If the Governing
1933 Board rejects the revised policy it shall remain bound by the policy as it existed at the time
1934 the Governing Board agreed to it.

1935 **O. Interpretations**

1936 The headings in the Charter are for convenience and reference only and in no way define,
1937 limit or describe the scope of the Charter and shall not be considered in the interpretation of
1938 the Charter or any provision hereof. This Charter is the product of negotiation between the
1939 parties and therefore the terms of this Charter shall not be construed against either party as
1940 the drafter.

1941

1942 **APPENDICES**

- 1943 1. The Application
1944 2. Governance Documents
1945 3. Management Contract (if applicable)

1946

1947

1948 IN WITNESS WHEREOF, the parties have caused this Charter School Charter to be executed by
1949 their duly authorized agents, the day and year first above written:

1950 **PINEAPPLE COVE CLASSICAL ACADEMY AT LOCKMAR, INC.**

1951 By: _____,
1952 Paris Koblitz, Board President

1953 ATTESTED:

1954 By: _____,
1955 _____, Secretary

1956 **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

1957 By: _____
1958 Misty Belford, Governing Board Chairperson

1959

1960 ATTESTED:

1961 By: _____
1962 Dr. Mark Mullins, Superintendent