

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>3/20/12</b>	<div style="display: flex; justify-content: space-between;"> <div> <b>Open Agenda</b>  <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No         </div> <div> <b>Special Order Request</b>  <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No         </div> </div>	Agenda Item Number <b>F-16</b>														
<b>TITLE:</b> Renewal of the Charter Agreement Between The School Board of Broward County, Florida (SBBC) and Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale - 5171) For One-Year with an Automatic Termination Clause																
<b>REQUESTED ACTION:</b> Approve a one-year renewal of the Charter Agreement between SBBC and Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale - 5171), which will include an automatic termination clause.																
<b>SUMMARY EXPLANATION AND BACKGROUND:</b> <p>The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school and The School Board of Broward County, Florida in a written contractual agreement that constitutes a school's charter. Pursuant to Section 1002.33(8)(b), Florida Statutes, a charter school agreement may be renewed subject to a program review and provided that none of the statutory grounds for non-renewal have been documented. The Superintendent's Charter School Review Committee reviewed and analyzed the renewal application from Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale - 5171) and it is recommended that renewal be permitted for one year upon certain special conditions.</p> <p>It is requested that SBBC approve a one-year Charter Agreement with Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale - 5171) that will include an automatic termination clause. Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale - 5171) agreed in Section 2.D.5, that the agreement would automatically terminate upon the occurrence of certain circumstances. An Executive Summary is attached which specifies the conditions and remedial measures for the one-year renewal of the Charter Agreement.</p> <p>A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: <a href="http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda">http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda</a></p> <p>This item has been approved as to form and legal content by the Office of the General Counsel.</p>																
<b>SCHOOL BOARD GOALS:</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><input checked="" type="checkbox"/> •Goal One:</td> <td>Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.</td> </tr> <tr> <td><input type="checkbox"/> •Goal Two:</td> <td>Improve the health and wellness of students and personnel.</td> </tr> <tr> <td><input type="checkbox"/> •Goal Three:</td> <td>Provide a safe and secure physical and technological environment for all students and employees.</td> </tr> <tr> <td><input checked="" type="checkbox"/> •Goal Four:</td> <td>Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.</td> </tr> <tr> <td><input type="checkbox"/> •Goal Five:</td> <td>Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.</td> </tr> <tr> <td><input type="checkbox"/> •Goal Six:</td> <td>Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.</td> </tr> <tr> <td><input type="checkbox"/> •Goal Seven:</td> <td>Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.</td> </tr> </table>			<input checked="" type="checkbox"/> •Goal One:	Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.	<input type="checkbox"/> •Goal Two:	Improve the health and wellness of students and personnel.	<input type="checkbox"/> •Goal Three:	Provide a safe and secure physical and technological environment for all students and employees.	<input checked="" type="checkbox"/> •Goal Four:	Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.	<input type="checkbox"/> •Goal Five:	Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.	<input type="checkbox"/> •Goal Six:	Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.	<input type="checkbox"/> •Goal Seven:	Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.
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<b>FINANCIAL IMPACT:</b> There is no financial impact to the district if this item is approved.																
<b>EXHIBITS: (List)</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;">           1. Executive Summary            2. Exhibit A - Charter Renewal Application            3. Exhibit B - New Charter School Agreement            4. Exhibit C - Correspondence from Superintendent Runcie dated February 17, 2012         </td> <td style="width:50%;"></td> </tr> </table>			1. Executive Summary 2. Exhibit A - Charter Renewal Application 3. Exhibit B - New Charter School Agreement 4. Exhibit C - Correspondence from Superintendent Runcie dated February 17, 2012													
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<b>BOARD ACTION:</b>  <div style="text-align: center; font-weight: bold; font-size: 1.2em;">APPROVED</div>	<b>SOURCE OF ADDITIONAL INFORMATION:</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Leslie Brown</td> <td style="width:40%; text-align: right;">754-321-2130</td> </tr> <tr> <td>Jody Perry</td> <td style="text-align: right;">754-321-2135</td> </tr> </table>		Leslie Brown	754-321-2130	Jody Perry	754-321-2135										
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(For Official School Board Records' Office Only)	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border-top: 1px solid black;">Name</td> <td style="width:50%; border-top: 1px solid black;">Phone</td> </tr> </table>		Name	Phone												
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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**JOANNE W. HARRISON, Ed. D., DEPUTY SUPERINTENDENT**  
**EDUCATIONAL PROGRAMS & STUDENT SUPPORT**

*Joanne W. Harrison*  
 Approved in Open Board Meeting on:

**MAR 20 2012**

By:

*Anna Murray*

School Board Chair

## Executive Summary

### Learning Excellence of East Broward, Inc.

#### Imagine at North Lauderdale - 5171

#### One-Year Renewal of Charter Agreement with an Automatic Termination Clause

School Name	Imagine at North Lauderdale -5171
Implementation Year	2001-2002
Termination Date of Current Charter Agreement	June 30, 2012
Address	1395 S. State Road 7 North Lauderdale, FL 33068
Grades	K-5
Enrollment	408
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2010-2011	F (353 points)
School Grade 2009-2010	D (413 points)
School Grade 2008-2009	D (418 points)
School Grade 2007-2008	F (394 points)

On June 19, 2001, The School Board of Broward County, Florida (SBBC) approved a Charter School Agreement authorizing Learning Excellence of East Broward, Inc. to open Imagine at North Lauderdale – 5171. The original contract was effective for a ten-year period, which concluded on June 30, 2011. During the last year of the contract, pursuant to Section 1002.33, Florida Statutes, the charter school received program reviews as required for charter contract renewal. The first program review, conducted in school year 2008-2009, demonstrated academic and programmatic deficiencies. This resulted in the school receiving a one-year charter contract, effective from July 1, 2009, to June 30, 2010. The district provided Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale – 5171) with support and recommendations for improvement.

Subsequently, a second program review was conducted at the end of the one-year contract, which demonstrated continued academic and programmatic deficiencies. Consequently, Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale – 5171) was granted another one-year contract, which will end on June 30, 2012. The current one-year contract clearly outlined remedial measures for curing such deficiencies by June 30, 2012 (Exhibit B). Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale – 5171) agreed to put in place district recommended remedial measures. Despite continued district support and assistance to remedy the identified deficiencies, the charter school continues to exhibit serious academic deficiencies.

Section 1002.33(7)(b)(1), Florida Statutes, states that, “a charter school may be renewed provided that a program review demonstrates that student achievement levels and prior rates of academic progress have been accomplished and that none of the grounds for non-renewal has been documented.”

Section 1002.33(8)(a), Florida Statutes, specifies the causes for non-renewal or termination of a charter. These are:

1. Failure to participate in the state’s education accountability system created in Section 1008.31, Florida Statutes or failure to meet the requirements for student performance stated in the charter.
2. Failure to meet generally accepted standards of fiscal management.
3. Violation of law.
4. Other good cause shown.

As part of its renewal process for charter schools, the District has conducted a review of the school's data and of the charter renewal application submitted by Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale - 5171), as required by Section 1002.33, Florida Statutes. The Superintendent is recommending to The School Board of Broward County, Florida, at its Regular School Board Meeting of March 20, 2012, that the charter contract with Learning Excellence of East Broward, Inc., (Imagine at North Lauderdale - 5171) be renewed for one-year with an automatic termination clause.

As an alternative to a non-renewal recommendation, the Charter Agreement will be renewed for one-year but will include an automatic termination clause that would allow for this year's FCAT results to determine whether the charter school reopens for the 2012-2013 school year. By agreeing to a renewal with an automatic termination clause, the Charter Agreement would be renewed for one year, but would immediately terminate should the Charter School's point allocation from the State's assessment program (FCAT), Section 1008.22, Florida Statutes, released the summer of 2012, equate to less than a "C" grade. Should FCAT points and school grade indicate an improvement to a "C" or better grade, the charter school would operate under the one-year Charter Agreement that would expire on July 30, 2013. Imagine at North Lauderdale - 5171 would implement the following remedial measures, as indicated in the charter.

#### **Remedial Measures:**

##### **Academic Accountability**

- The School must comply with all state and district Differentiated Accountability initiatives as they relate to charter schools.
- The School must not receive a grade or point allocation that would equate to less than a "C" grade.

##### **English Language Learners**

- The School will provide English Language Learners (ELL) with programs and services in accordance with federal, state, and local school district laws and policies. These programs and services must be available to students on the first day of school and throughout the academic year.
- The School will comply with the META Consent Decree and with the Sponsor's State Approved ELL Plan in identifying ELL students and for the provision of required ESOL services.
- The School will implement and monitor procedures to address the needs of ELLs, including, but not limited to, identification, appropriate placement, required accommodations, and equal access to remedial and enrichment programs.

##### **Organizational Accountability**

- The School is responsible to inform parents of the School's status in regard to potential closure and will provide the Sponsor with documentation that such notice has taken place.

The members of Learning Excellence Foundation of East Broward, Inc. reside in Broward County, Florida.

## **CHARTER SCHOOL AGREEMENT**

THIS CHARTER SCHOOL AGREEMENT is entered into as of the 20<sup>th</sup> day of March, 2012 by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**,  
a body corporate operating and existing under the laws of the State of Florida  
[hereinafter referred to as "Sponsor"],  
and having its principal place of business located at  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**LEARNING EXCELLENCE FOUNDATION OF EAST BROWARD, INC.**,  
a Florida not-for-profit organization [hereinafter referred to as "School"],  
and having its principal place of business located at  
1395 S. State Road 7  
North Lauderdale, Florida 33068

**WHEREAS**, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a charter elementary/middle/high school within the school district; and

**WHEREAS**, the School is a Florida not-for-profit organization, has operated a charter school within the school district since 2004 and desires to continue to operate a charter school within the school district for the purposes set forth in Section 1002.33, Florida Statutes, and in the School's Charter School Application which is attached hereto as Appendix 1 and incorporated herein by reference.

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

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

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

### **ARTICLE 1: RECITALS**

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

### **ARTICLE 2: GENERAL PROVISIONS**

IMAGINE ELEMENTARY AT NORTH LAUDERDALE CHARTER SCHOOL

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

Section 2.B: **Term of Charter:** Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this charter shall cover a term of 1 years commencing on July 1, 2012 and ending on July 30, 2013.

Section 2.B.1: **Effective Date:** This Charter shall become effective on July 1, 2012 or upon signing by both parties, whichever date is later.

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

Section 2.B.3: **Charter Modification:** This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. Alteration of the grade levels served will require approval of a subsequent or supplemental charter school application to serve those additional grades. Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

Section 2.B.3.a: **High Performing Charter School:** As per Section 1002.331 Florida Statutes, a State designated high-performing charter school may increase its student enrollment once per school year by up to 15 percent more than the capacity identified in the charter and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

Section 2.B.4: **Charter Renewal:** This Charter may be renewed pursuant to Section 1002.33(7)(b)(1), Florida Statutes, for such duration as may be established by mutual written agreement of the parties.

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

## IMAGINE ELEMENTARY AT NORTH LAUDERDALE CHARTER SCHOOL

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

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

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

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

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

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

(e) a failure by the School to achieve fifty (50%) of the goals and outcomes of any School Improvement Plan/Accountability Plan developed for the School;

(f) receipt by the School of a state-designated grade of "F" in any two (2) of four (4) years or the School is designated as "in need of improvement" for more than two (2) years [more than five (5) years of failure to make Adequate Yearly Progress (AYP)], in accordance with the provisions of the No Child Left Behind Act of 2001/2002 as provided in the State's Differentiated Accountability standards as set forth in §1008.33, Florida Statutes and Rule 6A-1.099811, F.A.C. as any of these laws or regulations may be amended from time to time.. A school "in need of improvement" is one that has failed to make Adequate Yearly Progress (AYP) for more than three (3) years in accordance with the provisions of the No Child Left Behind Act of 2001, The equivalent of an "F" grade is defined as the School receiving less than 395 points for elementary and middle schools and less than 790 for high schools on the Florida Grades issued by the Florida Department of Education. Schools who receive a school improvement designation of "Declining" will also be considered the equivalent to an "F" grade. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform with current state law or rules;

## IMAGINE ELEMENTARY AT NORTH LAUDERDALE CHARTER SCHOOL

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

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

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

(2) receipt by the School of a state-designated grade of “F” in any two (2) of four (4) years or the School is designated as “in need of improvement” for more than two (2) years [more than five (5) years of failure to make Adequate Yearly Progress (AYP)], in accordance with the provisions of the No Child Left Behind Act of 2001. A school “in need of improvement is one that has failed to make Adequate Yearly Progress (AYP) for more than three (3) years in accordance with the provisions of the No Child Left Behind Act of 2001 as provided in the State’s Differentiated Accountability standards as set forth in §1008.33, Florida Statutes and Rule 6A-1.099811, F.A.C. as any of these laws or regulations may be amended from time to time.. The equivalent of an “F” grade is defined as the School receiving less than 395 points for elementary and middle schools and less than 790 for high schools on the Florida Grades issued by the Florida Department of Education. Schools who receive a school improvement designation of “Declining” will also be considered the equivalent to an “F” grade. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform with current state law or rules;

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

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

(5) a failure by the School to pay payroll taxes to the Internal Revenue Service;

(6) the School’s filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable as determined pursuant to §218.503, Florida Statutes;

(7) failure of the School’s annual audit to comply with the requirements specified in this Charter or the School’s failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes, or by this Charter consistent with the Sponsor’s due dates communicated to the School, which is not cured after notice and a reasonable opportunity to cure;

## IMAGINE ELEMENTARY AT NORTH LAUDERDALE CHARTER SCHOOL

(8) the School's failure to meet generally accepted accounting principles;

(9) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable to charter schools;

(10) the School's failure to maintain insurance coverage as described in this Charter;

(11) the School's failure to provide the Sponsor with the required access to records;

(12) the School's violation of any court order, as determined by a court of competent jurisdiction;

(13) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School, if not cured by the Governing Board;

(14) the School's failure to submit to the Sponsor a Financial Recovery Plan with the appropriate supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to Section 218.503, Florida Statutes;

(15) the School's failure to implement any financial recovery plan approved by the Commissioner of Education pursuant to Section 218.503, Florida Statutes;

(16) a failure by the School to provide periodic progress reports as required by the financial recovery plan as determined by the Sponsor pursuant to the provisions of §218.503, Florida Statutes;

(17) the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years or more than once during any one fiscal year where the School has been afforded an opportunity to cure such financial position by adhering to a financial recovery plan, as may be modified pursuant to §218.503, Florida Statutes, and failed to evidence improvement in the School's financial status;

(18) the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic

## IMAGINE ELEMENTARY AT NORTH LAUDERDALE CHARTER SCHOOL

progress reports as required by any financial recovery plan issued pursuant to Section 218.503, Florida Statutes;

(19) a finding, by a court with competent jurisdiction, or by the School Board, after the School has received notice and an opportunity to be heard at a formal hearing, that the School or its representative has perpetrated a material fraud upon the Sponsor or made material intentional misrepresentations in the Application (Appendix 1);

(20) a failure by the School to comply with background screening, including the payment of all associated costs, and other requirements set forth in Section 1002.33(12)(g), Florida Statutes;

(21) the School's failure to achieve and maintain the minimum student enrollment set forth in the application or as mutually agreed upon by the parties and provided for within the School's approved budget, except as otherwise provided in Section 4.A herein below;

(22) any other good cause shown, which shall include, without limitation, any material breach or violation by the School, which is not cured after notice and a reasonable opportunity to cure, of the standards, requirements, or procedures of this Charter such as:

(a) the School's failure to timely submit monthly and quarterly financial reports;

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

(c) the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB);

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

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

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

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

## IMAGINE ELEMENTARY AT NORTH LAUDERDALE CHARTER SCHOOL

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

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

(j) if the School is a secondary charter school, its failure to comply with Section 1003.43, Florida Statutes, or to the student progression standards set forth in Section 1008.25, Florida Statutes;

(k) the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;

(l) the School's failure to provide Special Education (SPED) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local school district policies;

(m) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen (18) years of age or older;

(n) the School's failure to timely submit the annual financial audit as required by Section 218.39, Florida Statutes;

(o) the School's failure to comply with the Florida Building Code (including Chapter 553, Florida Statutes) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

(p) the School's failure to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA);

(q) the School's failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;

(r) the School's failure to maintain the required insurance at any time during the term of this Charter or provide evidence of that such insurance is in effect;

(s) the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, Florida Statutes, or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board;

(t) a failure by the School to achieve adequate student performance as defined in the State's Differentiated Accountability Rule 6A-1.099811 and in the No Child Left Behind Act of 2001, as set forth in Section 2.D.1.a.(2) herein above;

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

(v) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable; or

(w) the School's violation of any court order, as determined by a court of competent jurisdiction.

Section 2.D.1.b: **Notice of Renewal/Non-Renewal from the Sponsor; Appeal:** Except when exercising its authority for the immediate termination of a charter school, the Sponsor shall provide written notification to the governing body of the School of the proposed renewal or non-renewal of its Charter at least ninety (90) days in advance of the proposed action. In the event of a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for an informal hearing before the Sponsor. Said request must be made within fourteen (14) calendar days of receiving the notice. Within thirty (30) days of its receipt of a request from the School's governing body, the Sponsor shall conduct the informal hearing. Within thirty (30) days of its receipt of the Sponsor's decision to decline a renewal of the Charter, the School's governing body may appeal the Sponsor's decision to the State Board of Education pursuant to the procedure established in Section 1002.33(6), Florida Statutes.

Section 2.D.1.c **Notice of Renewal/Non-Renewal from the School:** The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Charter as to the School's intent to renew or not to renew.

Section 2.D.2 **90-Day Termination:** This Charter may be terminated upon ninety (90) calendar days' written notice pursuant to Section 1002.33 (8)(b) and (c), Florida Statutes, for any of the grounds listed in the foregoing Non-Renewal Section, Grounds for Good Cause Section, or ground specified elsewhere in this Charter or provided under applicable law. This Charter may also be terminated by the Sponsor before the expiration of its term if the Sponsor determines, after due notice and opportunity to be heard, that insufficient progress has been made by the School in attaining achievement objectives as established in Section 2.D.1.a. herein above and as agreed to by the parties hereto and contained in this Charter.

Section 2.D.2.a: **Notice from the Sponsor; Appeal:** Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) days in advance of the proposed action. The notice shall state in reasonable detail the grounds

for the proposed action. The notice shall state that the School's governing body may issue a request for an informal hearing before the Sponsor. Said request must be made within fourteen (14) calendar days of receiving the notice. Within thirty (30) days of its receipt of a request from the School's governing body, the Sponsor shall conduct the informal hearing. Within thirty (30) days of its receipt of the Sponsor's decision to terminate the Charter, the School's governing body may appeal the Sponsor's decision to the State Board of Education pursuant to the procedure established in Section 1002.33(6), Florida Statutes.

Section 2.D.3: **Immediate Termination**: This Charter may be terminated immediately by the Sponsor pursuant to Section 1002.33(8)(d), Florida Statutes, if it determines that there is exigent good cause or if the health, safety or welfare of the students is threatened. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination. The Sponsor shall notify in writing the School's governing body, the School's principal, and the Florida Department of Education if the Charter is immediately terminated. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate. The Sponsor shall further cooperate and afford the School immediate access to any and all records in Sponsor's possession and needed by the School in preparation of its appeal upon School's request, to the extent that such records were turned over to Sponsor pursuant to this section.

Section 2.D.3.a: **Immediate Termination – Operations During Appeal**: Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all of the keys to the School's facilities along with all security system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall turn over to the Sponsor all of the School's public property and public funds. If the School prevails in an appeal to the State Board of Education, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's governing board shall resume operation and oversight of the School.

Section 2.D.3.a.1: **Immediate Termination – Assets and Property During Appeal**: Any unencumbered public funds from the School, and district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

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Section 2.D.3.a.2: **Immediate Termination – School Debts and Term of Lease During Appeal:** However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction.

Section 2.D.3.a.3: **Immediate Termination – Correspondence During Appeal:** During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal:** Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) days notice or non-renewed in accordance with its terms during the pendency of an appeal in accordance with Section 1002.33(8), Florida Statutes.

Section 2.D.3.a.5: **Immediate Termination – Retrieval of Personal Items by School Personnel:** If the School appeals to the State Board of Education and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the school shall be dissolved pursuant to Section 1002.33(8)(e), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

Section 2.D.3.b: **Hearing Process:** Pursuant to Section 1002.33(8)(d), Florida Statutes, the Sponsor's determination to immediately terminate the Charter for good cause shown or if the health, safety, or welfare of the students is threatened is not subject to the provision of an informal hearing described in Section 1002.33(8)(b), Florida Statutes, or pursuant to Chapter 120, Florida Statutes. The School's governing body may, within thirty (30) days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to the procedure established in Section 1002.33(6), Florida Statutes.

Section 2.D.3.c: **Sponsor Operation of School Pending Appeal:** Unless the School has already ceased operations, the Sponsor shall, if feasible, assume operation of the School upon immediate termination and shall continue operating the School throughout any timely appeal by the School to the State Board of Education or, if no appeal is filed, until the time for filing an appeal has expired. The feasibility of continuing the School's operations is a matter within the sole judgment of the Sponsor. The Sponsor shall hold and conserve all School

property and assets, including cash and investments, in trust until the School has exhausted all appellate rights to the State Board of Education. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits.

Section 2.D.3.d: **School Employees After Immediate Termination:**

The School's instructional and operational employees may continue working in the charter school until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of enabling such employees to continue serving in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the charter school (after the Sponsor provides any required due process to such employees if they are not terminable at-will).

Section 2.D.4: **Post Termination Provisions:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, the disposition of financial and operational records, student records, property and assets, debts and leases shall be in accordance with the provisions of this Charter and applicable law.

Section 2.D.4.a: **Financial & Operational Records:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, all administrative, operational and financial records of the School shall be turned over to the Sponsor along with all security system access codes and access codes for all computers in the School's facilities on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.b: **Student Records:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, student records shall be turned over to Sponsor on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.c: **Property/Assets of the School:** The parties acknowledge that both the Sponsor and the School are public entities. In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor and except as otherwise provided by law; all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements, furnishings and equipment and any unencumbered public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances) following the School's exhaustion of its appellate remedies. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased directly with grants and funds provided by a governmental entity. Funds provided by the School and used by an education services provider ("ESP") company to purchase property and assets for the

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School are considered public funds. Any property and improvements, furnishings and equipment purchased without Article 12.0 funds for the School which have not been reimbursed by public funds shall be the property of the School should the Charter terminate or not be renewed. Any assets existing at the time of termination or non-renewal of this Charter School Agreement which have been funded by both Article 12.0 funds and non-public funds shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through Section 1002.33, Florida Statutes, or as specified in this Charter. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Charter School Agreement.

Section 2.D.4.d: **Debts of the School:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, the Governing Board of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor.

Section 2.D.4.e: **Leases of the School:** In the event that the Charter has expired or is terminated (other than immediate termination) or non-renewed by the Sponsor, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

Section 2.D.4.f: **Dissolution of the School:** Upon expiration, non-renewal or termination of the Charter and exhaustion of any rights to appeal, the School shall be dissolved under the provisions of the statute under which the School was organized.

Section 2.D.4.g: **Student Enrollment Upon Non-Renewal:** Any student enrolled in the School at the time of the termination, expiration or non-renewal of this Charter may apply to and be enrolled in a public school operated by Sponsor or another charter school in accordance with the Sponsor's or the recipient charter school's normal application and enrollment procedures.

Section 2.D.5: **Automatic Termination:** The School agrees that this Agreement shall automatically and immediately terminate upon the occurrence of any of the following circumstances: This sub provision supersedes and takes priority over the provisions of Section 2.D of this agreement

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Section 2.D.5.a: **Academic Accountability:** Should the School's point allocation from the State's assessment program (FCAT), Section 1008.22, Florida Statutes, released the summer of 2012 equate to less than a "C" grade.

Section 2.D.6: **Confirmation of Automatic Termination:** In the event that any of the circumstances specified in Section 2.D.5 should occur, the Sponsor's Superintendent of Schools or his/her designee will send a letter to the Chair of the School's governing board and to the School's principal confirming the automatic termination of the School's charter and initiating measures to coordinate the post-termination procedures of Section 2.D.4. of this Agreement.

Section 2.D.7: **Waiver of Notice Upon Automatic Termination:** The School agrees to waive the provision of the notice required by Section 1002.33(8)(b), Florida Statutes, in the event that automatic termination should occur in accordance with Section 2.D.5 of this Agreement. This sub provision supersedes and takes priority over the provisions of Section 2.D of this agreement

Section 2.D.8: **Waiver of Hearing Upon Automatic Termination:** The School agrees to waive the opportunity under Section 1002.33(8)(b), Florida Statutes, to request a hearing in the event that automatic termination should occur in accordance with Section 2.D.5 of this Agreement. This sub provision supersedes and takes priority over the provisions of Section 2.D of this agreement

Section 2.D.9: **Waiver of Appeal Upon Automatic Termination:** The School agrees to waive the opportunity under Section 1002.33(8)(c), Florida Statutes, to appeal an automatic termination should one occur in accordance with Section 2.D.5 of this Agreement. This sub provision supersedes and takes priority over the provisions of Section 2.D of this agreement

Section 2.E: **Non-Discrimination Policy:** The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Section 2.E.1: Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;

Section 2.E.2: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;

Section 2.E.3: Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender;

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Section 2.E.4: The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least forty (40) years of age;

Section 2.E.5: Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled;

Section 2.E.6: The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;

Section 2.E.7: The Family and Medical Leave Act of 1993 (FMLA) which required covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons;

Section 2.E.8: The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;

Section 2.E.9: The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State;

Section 2.E.10: Public Law 93-508 (Federal Law) and Section 295.07, Florida Statutes, which provide categorical preferences for employment and re-employment rights to veterans; and

Section 2.E.11: Sponsor’s School Board Policy which prohibits discrimination on the basis of sexual orientation.

Section 2.F: **Class Size:** To the extent applicable, the School will comply with Article IX, Section 1 of the Florida Constitution, and any applicable state law governing class size. If it is determined that the School was required to comply with Article IX, Section 1 of the Florida Constitution or any state law governing class size and failed to do so and such non-compliance adversely impacts Sponsor’s compliance with state law, such failure shall constitute good cause for the immediate termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by Sponsor as a result of the School’s non-compliance.

Section 2.G: **Additional Requirements:** The Sponsor reserves the right to require the School to adhere to School Board Policy 1163 and any additional requirements imposed upon charter schools by applicable law or rules or by the Florida Department of Education. The performance of the Sponsor of any of its obligations under this Charter shall be subject to and contingent upon the availability of moneys lawfully available for such purposes.

**ARTICLE 3: ACADEMIC ACCOUNTABILITY**

Section 3.A: **Student Performance:** Student performance shall be assessed and evaluated in accordance with the School's governing laws and rules, the assessment and evaluation provisions of the School's approved Application (Appendix 1) and the provisions of this Charter. In addition to evaluating the School's success in achieving the objectives stated in either the Application, the School Accountability Plan, or the School Improvement Plan, the School shall be held accountable for meeting federal and state student performance requirements, as provided in Sections 1001.02, 1008.33, and 1008.345, Florida Statutes. The School agrees to permit the Sponsor's personnel to observe the charter school's operations to assess student performance upon reasonable notice.

Section 3.A.1: **Assessment and Evaluation:** The School will implement its educational program during the school year as specified in the School's approved Application (Appendix 1) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading in the School shall be consistent with the Next Generation Sunshine State Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian. The School shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.1.a: **Initial Year Expected Outcomes:** In the initial year, the School agrees to implement the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon and identified in the School's Approved Application (Appendix 1), in this Charter, and as specified in the School's applicable laws and rules

Section 3.A.1.b: **Initial Year Methods of Measurement:** The School's expected outcomes will be measured in the initial year as described in the School's Approved Application (Appendix 1), in this Charter, and as specified in the School's applicable laws and rules.

Section 3.A.1.c: **Initial Year Assessments:** The parties agree that the methods set forth in Section 5e the School's approved Application (Appendix 1), in this Charter, and as specified in the School's applicable laws and rules shall be used to identify the educational strengths and needs of students and the educational goals and performance standards in the School's initial year. This accountability criteria shall be based upon the School's assessment system, as agreed, and on statewide assessment programs. All initial year

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assessments shall be conducted at the times specified in the School's approved Application (Appendix 1) unless another time is required by the state.

### Section 3.A.1.c.1: **State-Required Initial Year Assessments:**

Students attending the School in its initial year shall participate, at the School's expense, in the statewide assessment program and in all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in the initial year by its applicable school district staff and those services/support activities which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in the initial year using the same assessment instrument that the Sponsor uses in the spring. A different norm-referenced assessment must be used for this purpose.

Section 3.A.1.c.2: **Additional Assessments:** When the Sponsor requires the School to participate in any District-wide assessments school year, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2. **Annual Student Performance:** The School will annually implement its educational program as specified in the School's approved Application (Appendix 1), setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with the Next Generation Sunshine State Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian and shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.2.a **School Improvement Plan (SIP):** The School's Governing Board shall approve a School Improvement Plan ("SIP"), as applicable, in each year of this Charter, as required by s. 1002.33, Florida Statute.

Section 3.A.2.a.1: **Minimum Components of SIP:** During each year of the Charter, the School agrees to include in the School Improvement Plan all requirements outlined in the plan based on the school's status under school grades, NCLB, Differentiated Accountability, Title 1 status or other state or federal requirements. The School

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Improvement Plan shall also contain the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Accountability Plan submitted to the Sponsor. The School Improvement Plan must require the clear identification of source documentation for data and, where applicable, reliance upon state generated disaggregated data. The School Improvement Plan must require annual adequate progress toward Accountability Plan goals.

### Section 3.A.2.a.2: **Deadline for Governing Board Approval:**

The School's Governing Board shall approve a School Improvement Plan ("SIP") each year concurrent with the District's School Improvement Plan approval time frame.

### Section 3.A.2.a.3: **Monitoring the SIP:**

The School's Governing Board shall be responsible for monitoring the School's School Improvement Plan.

### Section 3.A.2.b: **Annual Assessments:**

The School's student performance will be annually assessed as described in Section 5e of the School's Approved Application (Appendix 1), in this Charter, and as specified in the School's applicable laws and rules. The School will annually implement its educational program as specified in the School's approved Application (Appendix 1) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in each year that reading is a primary focus of the curriculum and the necessary resources will provided to identify and provide specialized instruction for students who are reading below grade level. Further, the School's annual curriculum and instructional strategies for reading shall be consistent with the Next Generation Sunshine State Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian in the each year. The School shall ensure each year that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

### Section 3.A.2.b.1: **State-Required Annual Assessments:**

The School will annually administer all state-required assessments to its students, at the Sponsor's expense, within the State timeframe during each year of the term of the Charter. In each year, the School shall administer to its students, at the Sponsor's expense, the statewide assessment program and all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in any year using the same assessment instrument that the Sponsor uses in the spring of that year. A different norm-referenced assessment must be used for this purpose.

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Section 3.A.2.b.2: **Additional Annual Assessments:** The School will implement, at its own expense, any assessments specified in its approved Application (Appendix 1). When the Sponsor requires the School to participate in any district-wide assessments during the term of this Charter, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in district-wide assessments during the term of this Charter, the School shall bear the costs associated with district-wide assessments. The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

Section 3.B: **Student Promotion:** The School's students shall be promoted in accordance with the Sponsor's Policy 6000.1

Section 3.B.1: **Student Promotion Policy:** The School's student promotion policy shall be consistent with the provisions of the School's approved Application (Appendix 1), the provisions of this Charter, and the School's applicable governing laws and rules, and shall comply with the Sponsor's Policy 6000.1.

Section 3.B.2: **Graduation Requirements:** The School shall comply with the method described in Sections 1003.428 and 1008.25, Florida Statutes, and the Sponsor's policy for determining that a student has satisfied the requirements for graduation. Alternative Schools must comply with the requirements of Section 1003.435, Florida Statutes.

Section 3.B.3: **Other Assessment Tools:** In addition to those assessment tools identified in this Charter and in the School's governing laws and rules, the School will utilize all other assessment tools specified in the School's approved Application (Appendix 1).

Section 3.C: **Data Access and Use:** The School agrees to allow the Sponsor access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met as stated in the Charter, and as required by Sections 1008.31 and 1008.345, Florida Statutes. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade procedures that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g. staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for services other than the

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aforementioned services that are not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

Section 3.D: **Accreditation:** The School, if a high school, must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School.

Section 3.E: **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures.

Section 3.F: **State System of Grading Schools:** Florida's Differentiated Accountability ("DA") Program allows schools, districts and the state to target interventions based upon a combination of Florida's School Grades and No Child Left Behind's (NCLB) Adequate Yearly Progress (AYP) which aligns both the state and federal accountability systems. DA interventions increase as the percentage of AYP criteria met decreases and the school grades decline. DA interventions are designed to address the root causes of poor student performance and are tiered to address schools that have relatively few subgroups that are not achieving AYP and those schools with widespread student performance issues. Integral measures for school improvement and raising student achievement levels under DA include focusing school improvement efforts, increasing leadership and educator quality, targeting professional development to school needs, aligning and pacing curriculum, using data to drive instruction and continuous improvement, provision of education choice, tutoring and monitoring. Any school not achieving AYP for two (2) consecutive years or a subsequent third year will be designed as DA school. The School and the requisite intensity of any interventions for it shall be categorized based on school grade and AYP. The School shall not receive an "F" from the State's system of grading schools for two (2) years in a four (4) year period. If the School does receive an "F" for two years in a four-year period, such circumstances shall constitute a material breach of this Charter and good cause for its termination by the Sponsor. In addition, if the School receives an "F" or is designated as not making Adequate Yearly Progress (AYP) for any year, the SCHOOL agrees to participate in all Florida Department of Education assistance programs for SCHOOL improvement including, but not limited to, Florida's Differentiated Accountability ("DA") Model under Section 1008.33, Florida Statutes. If the FCAT performance of the School's students is equivalent to a grade of "F" in two (2) consecutive years, or in two (2) of four (4) consecutive years, such circumstances will constitute a material breach of this Charter and good cause for termination of this Charter by the Sponsor.

Section 3.F.1: **Student Achievement Deficiency Meetings:** In the event the School attains a school grade of "D" under Section 1008.34(2), Florida Statutes, the principal/director and a representative of the Governing Board of the School shall meet with the Sponsor's Accountability Department at least once per year to present information concerning the School's state-identified deficiencies in student achievement. The Sponsor's staff shall provide the School a written description of the monitoring and support resources that will be provided by the Sponsor to assist the School to cure its deficiencies.

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Section 3.F.2: **School Improvement Plans:** In the event the School receives a school grade issued under Section 1008.34(2), Florida Statutes, of “F” in any year or a school grade of “D” for two (2) consecutive years, the School’s director/principal and a representative of the School’s Governing Board shall submit to the Sponsor a school improvement plan that is approved by the School’s Governing Board and is aligned to Differentiated Accountability (“DA”) and is prepared to raise student achievement. The Sponsor shall have the authority to monitor the School’s implementation of any school improvement plan during the following school year. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any school improvement plan.

Section 3.F.2.a: **Corrective Actions:** If the School fails to improve its student performance from that of the year preceding implementation of a school improvement plan, the Sponsor shall require the School to take one or more of the corrective actions specified in this section. Such corrective actions shall remain in effect until the School improves its student performance from the year prior to the implementation of the school improvement plan. Correction actions required by the Sponsor may include:

Section 3.F.2.a.1: enter into one or more contracts for the provision of educational services with Education Services Providers (ESPs);

Section 3.F.2.a.2: reorganize the School at the end of the current school year under a new principal or director who is authorized to hire new staff and to implement a plan that addresses the causes of inadequate progress;

Section 3.F.2.a.3: reconstitute the charter school; or

Section 3.F.2.a.4: any other action permitted by applicable law, rules or this Charter including, without limitation, the termination of this Charter pursuant to Section 1002.33(8), Florida Statutes.

Section 3.F.2.b: **School Improvement Plan Implementation Meetings:** When a school improvement plan is under implementation, the School’s principal/director and a representative of the School’s Governing Board shall appear at a meeting with Sponsor’s staff at least once per year to present information regarding the corrective actions that are being implemented by the School in accordance with the school improvement plan. The Sponsor’s staff shall provide the School a written description of the monitoring and support resources that will be provided by the Sponsor to assist the School to cure its deficiencies.

Section 3.F.2.c: **Non-Compliance with Requirements:** Non-compliance by the School with any requirements of the DA Plan, interventions and/or supports may result in intervention by the Florida Board of Education in the School’s operations, the withholding of state funds, submission to the Florida Legislature of a report of the School’s non-compliance with recommended legislative action; a redirection of Title II, Part A funds; and/or the School’s designation to a more severe category (i.e., from Correct I to Correct II). If the School attains status as an Intervene School, it will be required to submit an Intervention Plan which will include reconstitution should the School fail to improve.

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Section 3.G: **State Student Performance Requirements:** The School will be accountable for meeting the state's student performance requirements as delineated in State Board of Education Rule 6A-1.09981, Florida Administrative Code - *Implementation of Florida's System of School Improvement and Accountability*, based on Sections 1001.02, 1008.33, and 1008.345, Florida Statutes.

Section 3.H: **Annual Accountability Report:** The School shall submit an annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33, Florida Statutes. The Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the Sponsor. This annual Accountability Report shall be prepared pursuant to statutory requirements which shall include, but not be limited to, comparative student performance data and information required by Section 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include at least the following information:

Section 3.H.1: The School's progress toward achieving the goals outlined in this Charter School Agreement;

Section 3.H.2: Student achievement performance data, including the information required for the annual school report and education accountability pursuant to Sections 1008.31 and 1008.345, Florida Statutes;

Section 3.H.3: Financial records of the School, including, but not limited to, revenues and expenditures, at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt, and audited financial statements;

Section 3.H.4: Documentation of facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; and

Section 3.H.5: Descriptive information about the charter school's personnel, including salary and benefit levels of the SCHOOL employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

Section 3.I: **Sponsor's Charter School Analysis:** Pursuant to law and upon verification of the School's Annual Accountability Report, the Sponsor will provide to the Florida Commissioner of Education an analysis and comparison of the overall performance of the School's students. The parties agree that the Sponsor will utilize results from the state and

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district required assessment programs referenced in this Charter and the data elements to be included in the aforementioned Annual Accountability Report required by law from the School.

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternate FLDOE-approved core reading plan. The School shall provide to the Sponsor any alternate FLDOE-approved core reading plan, in its entirety.

### **ARTICLE 4: STUDENTS**

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor through its approval of this Agreement or of the Section 2A of the School's Application (Appendix 1). The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The parties agree that the approved school enrollment capacity is the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment capacity by twenty percent (20%) as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

Section 4.A.1: **School Community:** The parties agree that the community to be served by the School is described in the School's Application (Appendix 1). However, in no event shall any eligible student as defined by Section 1002.33(10), Florida Statutes, be denied enrollment unless the School has attained its maximum school enrollment capacity.

Section 4.B: **Grades Served:** The School shall enroll students in those grades specified in its approved Application (Appendix 1). A state designated high-performing charter school may expand grade levels as outlined in Section 1002.331 Florida Statutes.

Section 4.C: **Class Size:** To the extent that such provisions and laws are legally applicable to charter schools, the School shall comply with the requirements pertaining to what is

commonly referred to as the “Class Size Amendment,” which is presently codified at Section 1, Article IX of the Florida Constitution and at Section 1003.03, Florida Statutes, together with other related and applicable statutes and administrative regulations issued by the Florida Department of Education, FLDOE, all as may be amended from time to time. Noncompliance with this provision shall constitute good cause for the immediate termination of this Charter and the School shall immediately indemnify the Sponsor for any penalties imposed upon the Sponsor as a result of the School’s noncompliance with this provision.

Section 4.D: **Annual Projected Enrollment:** The School shall provide to the Sponsor its projected FTE enrollment for the next school year by no later than March 31<sup>st</sup> of the current school year during the term of this Charter.

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

Section 4.F: **Admissions and Enrollment Plan:** The School will be responsible for its enrollment process and shall admit and enroll students residing in the school district in accordance with Section 13C of the School’s Application (Appendix 1) and Section 1002.33(10), Florida Statutes. Students who are at-risk of academic failure, as defined in Florida Statutes, shall not be excluded from enrollment on such basis and shall be afforded equal access to the School. Informational meetings will be held by the School to inform interested parents/guardians of the mission of the School, the registration process, and required contractual obligations. The School will provide this information to parents/guardians in English as well as in other languages (e.g., Spanish, Haitian-Creole).

Section 4.F.1: **Student Eligibility and Enrollment Preferences:** The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceed the stated capacity of the School, class, grade, level or building as agreed to in Appendix 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process. In future years, the time frame for accepting applications shall be mutually agreed to by the Sponsor and the School. Any eligible student shall be allowed inter-district transfer to attend a charter school when based on good cause. The School’s

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enrollment plan shall be in compliance with the following eligibility and enrollment considerations:

Section 4.F.1.a: **Equal Enrollment Opportunities:** Students requiring services from an Exceptional Student Education program as well as students requiring services from English for Speakers of Other Languages (ESOL) programs shall have equal opportunities of being selected for enrollment in the School. The School agrees to enroll any eligible student who submits a timely and completed application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with Florida law and all applicable desegregation court orders, and/or settlement stipulations, Sponsor assignment plan/policies, voluntary school choice plans, and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located;

Section 4.F.1.b: **Enrollment for Conversion Schools:** In the event the School is operating as a conversion charter school, the School agrees to give enrollment preference in accordance with Section 1002.33 (10)(c), Florida Statutes to students who would have otherwise attended that public school, however, parents or students may request non-participation and receive assignment to another public school through the Sponsor;

Section 4.F.1.c: **Community Diversity:** The School agrees that it will implement the strategies contained in Appendix 1 to achieve and maintain a student population reflective of the diversity of the community the School serves, as defined above;

Section 4.F.1.d: **Enrollment Preferences - Siblings and Employees' Children:** The School acknowledges that it may give enrollment preference to eligible siblings of students enrolled in the School, to the child of an employee of the School, to the child of a member of the governing board of the School or to any other student as authorized by Florida law; and

Section 4.F.1.e: **Enrollment Preferences – Same Household:** The School acknowledges that it may give enrollment preference to students living in the same household with an accepted/attending student (i.e., foster home, foreign exchange student) subject to the provision of appropriate documentation to support such student eligibility.

Section 4.G: **Maintenance of Student Records:** The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including IEPs for Exceptional Students. The School shall maintain both active and archival records for current and former students in accordance with Florida Statutes. The School will maintain both active and archival records for current/former students in accordance with applicable federal and state laws. The Sponsor will assist the School in establishing appropriate record formats.

Section 4.G.1: **Cumulative Folders/Permanent Records:** All cumulative folders and permanent records of students leaving the School to attend a district school will be forwarded to the receiving school immediately upon request. The School shall not delay the transfer of records due to a pending parent/student exit conference;

Section 4.G.2: **Records Upon Out-of-District Transfer:** All cumulative folders and permanent records of students leaving the School to attend a school other than a district school will be copied and forwarded to the receiving school. The original cumulative folder and permanent record of the student will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law;

Section 4.G.3: **Records Upon Other Transfers:** All cumulative folders and permanent records of students leaving the School for any reason, other than above, will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law;

Section 4.G.4: **Records Transfer to Sponsor:** All permanent (identified as "Category A" by the Florida Division of Library and Information Services) records of students leaving the School, whether by graduation, transfer to Sponsor's district schools, or withdrawal to attend another school, will be transferred to the Sponsor in accordance with applicable law. All records of student progress (identified as "Category B" by the Florida Division of Library and Information Services) will be immediately transferred to the appropriate recipient school, without exception, if a student withdraws to return to one of Sponsor's district schools or to another school system. The School may retain copies of the academic records created during a departing student's attendance at the School.

Section 4.G.5: **Inactive Student Records:** All inactive student records will be forwarded annually to the Sponsor. These records shall be forwarded each year prior to September 30 for any student withdrawing prior to June 30 of the previous year. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

Section 4.G.6: **Annual Report of Student Records:** A report from the School will be forwarded to the Sponsor's Charter Schools Support Department prior to July 1 of each year of the term of the Charter listing all students enrolled during the school year, and the disposition of each student's cumulative folder and permanent record, i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate.

Section 4.G.7: **Confidentiality of Student Records:** The School shall ensure that all student records are kept confidential as required by applicable federal and state laws. The Sponsor has the right with reasonable notice, if it has a legitimate educational interest, to review any and all student records maintained by the School including, without limitation, records pertaining to students in the Exceptional Student Education or English for Speakers of Other Languages (ESOL) programs at the School.

Section 4.H **Exceptional Student Education:** Students enrolled in the School who are eligible to receive Exceptional Student Education services shall be provided a free appropriate public education by the School in accordance with this Charter, applicable federal and state laws and applicable administrative rules adopted by the Florida Board of Education. Students with disabilities will be educated in the least restrictive environment as outlined in Appendix 4, Special Programs and Procedures for Exceptional Students.

Section 4.H.1: **Non-Discriminatory Policy:** The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School shall guarantee that its admissions policies shall be nonsectarian. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School.

Section 4.H.2: **Sponsor's Responsibilities:** The Sponsor will have the responsibility of conducting the evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform all evaluations of students initially referred for placement within exceptional student education and any subsequent re-evaluation of such students. These evaluations are covered by the administrative fee collected pursuant to Section 1002.33(20), Florida Statutes. The School may obtain independent evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district.

Section 4.H.3: **The School's Responsibilities:** The School shall make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(l), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Programs and Procedures for Exceptional Students.

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The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

Section 4.H.3.a: **IEP Meetings.** The School will develop an Individual Education Plan (IEP) and conduct an IEP meeting with the student's family for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in all IEP meetings (including initial staffing and annual IEP review meetings) at the School and will provide the Sponsor at least two (2) weeks prior notice of such meetings accompanied by a copy of the Parent Participation Form, by mail or given in person. The Sponsor will provide a Staffing Specialist to serve as the Local Education Agency (LEA) when the IEP meeting is considering an initial placement, a change in placement, a dismissal from a program or a change in personnel assignments or reassignments. The Sponsor will be responsible for the review of the Matrix of Services form following the completion or revision of an IEP. The Sponsor will make final determinations of the Matrix of Services scores. If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the School will take steps to secure another placement for the student in accordance with federal and state mandates. The School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

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

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

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

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

Section 4.H.4: **Due Process Hearings:** The School shall be liable for all damages, costs and attorney's fees incurred by the Sponsor in any actions related to an alleged violation by the School of federal and state laws related to the education of students with disabilities. In the event there is a Due Process hearing, mediation, or court action, in accordance with Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 involving the provision of education and related services to a student with disabilities at the School, the School shall bear all the costs of the hearing, mediation, or court action including legal representation provided by the Sponsor's in-house or outside counsel. The School will assist the Sponsor in any legal or quasi-legal activity regarding the educational program or placement afforded an ESE student attending or admitted to the School, such as a due process hearing request or formal complaint. All expenses, costs and attorney's fees incurred by the Sponsor in the defense of a due process hearing request of formal complaint pertaining to the education of an exceptional student enrolled at the School shall be reimbursed by the School within thirty (30) days of the submission of a written invoice to School by the Sponsor. Selection of counsel shall be accomplished in consultation with the Sponsor. The School shall be responsible for all expenses, costs, attorney's fees and compensatory services awarded in a due process hearing, civil suit or appellate proceeding pertaining to the education of an exceptional student enrolled at the School.

Section 4.H.5: **English Language Learners:** Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL provided by the school district in compliance with the *LULAC, et al. v. State Board of Education* Consent Decree. The School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's ELL plan in identifying ELL students and for the provision of ESOL services.

Section 4.I: **Dismissal Policies and Procedures:** The School agrees to dismiss students as described in Sponsor's School Board Policy 1163, within this Charter, and in the appropriate Section of the School's Application (Appendix 1). The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and will adopt and follow the Sponsor's Code of Student Conduct, as may be modified by the Sponsor from time to time, for the School's students of the same grades promulgated by Sponsor. Any policies developed by the School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Administration Rules, federal and state laws and regulations, and federal and state court decisions. The School's board of directors shall recommend expulsions to the Sponsor. However, the Sponsor has the ultimate authority in cases of student expulsion. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from the Sponsor's district, School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned to an alternative school only through the process established by the Sponsor's Board Policy, and will be expelled from the Sponsor's district only if approved by the Sponsor's School Board. Students with disabilities will be disciplined only in accordance with requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act and the Sponsor's Special Programs and Procedures for Exceptional Students as Appendix 4. If a student has been recommended for expulsion for commission of an expellable act as defined by the Sponsor's policy and the student is withdrawn from the School by a parent/guardian, the student may be denied enrollment in a district school by Sponsor or may be assigned to an appropriate expulsion abeyance program in accordance with Sponsor's policies. The School may not withdraw or transfer a student involuntarily unless the withdrawal or transfer is accomplished through established procedures mutually agreed upon in this Charter or through the Sponsor's applicable policies for student withdrawal.

Section 4.I.1: **Corporal Punishment:** The School agrees that it will not engage in the corporal punishment of its students.

Section 4.J: **Extracurricular Student Activities:** Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirement for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the FHSAA, unless such activity is provided at the School, so long as the School's student meets the requirements of 1006.15, Florida Statutes. All such students will be assigned to a district school for extracurricular activities through the Sponsor's student assignment office. The Sponsor agrees to support the School in its efforts to recognize student accomplishments. Such support shall include, but not

be limited to, district competitions, district recognition programs and district scholarship programs. If there are any costs not paid for or reimbursed by the State, then the School shall pay its pro rata share of the costs of such recognition programs.

Section 4.K: **Enrollment - Health, Safety & Welfare:** Enrollment at the School is subject to compliance with the provisions of Section 1002.33, Florida Statutes, concerning School entry health examinations and immunizations. The School agrees to comply with the Federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety and welfare of students.

## **ARTICLE 5: FINANCIAL ACCOUNTABILITY**

Section 5.A. **Revenue - Basis for Student Funding:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage funds, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School, less the administrative fee as provided in Section 1002.33(20)(a)(2), Florida Statutes. The School shall receive one hundred percent (100%) of the Merit Award Program funds awarded to the School pursuant to Section 1012.225, Florida Statutes.

Section 5.A.1: **Student Reporting:** The School agrees to report to the Sponsor its student enrollment as provided in Section 1011.62, Florida Statutes, and, in accordance with the definitions contained in Section 1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. The Sponsor will also provide training for the School's personnel in the use of designated district applications necessary to respond to the legislative requirements of Section 1008.345, Florida Statutes, including the annual report and the state required assessment program.

Section 5.A.2: **Distribution of Funds Schedule:** The Sponsor shall disperse the funds specified in this Article to the School in a timely and efficient manner. Timely Distribution of funds to the School shall begin in July 2012 on a monthly basis based upon the number of FTE students in membership during the FTE survey periods. The Sponsor shall pay the School one-twelfth of the available funds less the administrative fee as defined in Section 1002.33(20)(a) Florida Statutes within ten (10) working days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) day period until such time as the payment is made.

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Section 5.A.2.a: **Disbursement at Start of New Charter School:** In instances involving the start of a new charter school, the Sponsor may distribute funds to the School for up to three (3) months based on projected enrollment, provided that the School has submitted the projected full-time equivalent student membership of the School to the Sponsor by March 31<sup>st</sup> of the calendar year in which the School will open. Thereafter, the results of student enrollment counts and FTE student membership surveys must be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor will determine the School's actual state fundable FTE using Florida Department of Education FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis.

Section 5.A.3: **Adjustments:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the *actual* unweighted and weighted FTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible, provided that the Sponsor having received notice from the State of such inaccuracy, has sent notice to the School of alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 5.A.4: **Millage Levy:** In accordance with the provisions of Section 1002.33(9)(l), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues. However, nothing in this provision shall preclude a municipality from levying municipal taxes during a period in which the municipality is operating a charter school.

Section 5.A.5: **Holdback/Proration:** In the event of a state holdback or a proration which reduces district funding, the School's funding will be reduced proportionately. In the event that the Sponsor's district exceeds the state cap for WFTE for any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the Sponsor's district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE and the School's funding will be reduced to reflect its proportionate share of any unfunded WFTE. In addition, should the Sponsor receive notice of an FTE funding adjustment which is attributable to error or substantial noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due the School, provided that the Sponsor, having received notice from the State of such inaccuracy, has sent notice to the School of alleged errors so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide

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prompt notice to the School which shall refund to the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) days from the date of notice of such assessment.

Section 5.A.6: **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of the categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, less the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within thirty (30) days of notice of such expenditures.

Section 5.A.7: **Reading Allocation:** If the School does not comply with the core reading plan requirements specified in this Charter, the funds that would have been allocated to the School, by the State and/or sponsor for reading, shall remain with the Sponsor to serve low performing district schools pursuant to the K-12 Comprehensive Research-Based Reading Plan Guidelines.

Section 5.A.8: **Federal Funding:** In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g. approved free-and-reduced price meal applications) from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

Section 5.A.8.a: **Title I:** Pursuant to provisions of 20 U.S.C. 8061 Section 10306, the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title I funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement the reading/language arts and mathematics services for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) the Title I funds budget must be spent in support of parental involvement activities. The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.8.b: **IDEA:** The IDEA discretionary portion of the IDEA appropriation will remain with the Sponsor to provide training as required by IDEA guidelines. The School may participate in discretionary IDEA training offered by the Sponsor at no cost. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.8.c: **Federal or Other Grants:** The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the Schools competition for grants and other monetary awards, including but not limited to Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines. If the Sponsor develops a district-wide grant, the School may be included in the district proposal, if mutually agreed to by the School and the Sponsor. The Sponsor shall not agree to such participation unless the School specifically agrees to all terms, conditions, and requirements of the grant. If the School fails in any material respect to comply with said terms, conditions, and requirements, the School shall be solely responsible and liable for any consequences. When the School elects to participate in a district-wide grant prepared by the Sponsor's staff or when grant proposals are developed by district staff using student or School counts that include the students of the School, dollars and/or services distributed via grant funds will be provided to the School in the same manner as traditional public schools.

Section 5.A.9: **Other Funding Sources:** The Charter School may secure funding from private foundations, corporations, businesses and/or individuals.

Section 5.A.10: **Charter School Capital Outlay Funds:** Any Capital Outlay plan must be submitted by the School to the Sponsor's finance officer for approval. Each Capital Outlay plan must contain a written list specifically enumerating the proposed capital expenditures. Sales contracts, construction contracts, purchase orders, leases, lease-purchase agreements, rental agreements or bills of sale will be accepted by the Sponsor to document the School's expenditure of capital outlay funds. A copy of the previous year's annual audited financials must be submitted with a Capital Outlay plan as well as any other supporting documentation that verifies that the School qualifies for capital outlay funds. Conversion charter schools are ineligible for capital outlay funding allocations. After the Sponsor's certification of a Capital Outlay plan submitted by the School, the Sponsor shall deliver any public capital outlay funds [hereafter "CO Funds"] that are allocated and prorated to the School by the Commissioner of Education within ten (10) days of the delivery of such funds to the Sponsor by the Commissioner of Education. The property and/or improvements purchased by the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to the Sponsor

pursuant to Sections 1002.33(8)(e) and 1013.62(3), Florida Statutes, and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of this Charter, or (b) the material breach of this Charter by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the School which have not been reimbursed by CO Funds or public funds shall be property of the School should the Charter terminate or not be renewed. However, ownership of an asset shall revert to the Sponsor in the event of termination or non-renewal of this Charter if the School's accounting records fail to clearly establish whether a particular asset was purchased with CO Funds or public funds or from another funding source. Except as otherwise provided herein and except for any interest conferred upon the Sponsor by applicable law or this Charter and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. The Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this section shall constitute a material breach of this Charter and good cause for its termination. The School shall provide Sponsor's Accounting Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Accounting Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

Section 5.A.11: **Information:** The Sponsor shall be entitled to inspection of the School's financial and student records upon request and reasonable notice. The School agrees that it will submit in a timely manner to the Sponsor all information pertaining to the School that is necessary for Sponsor to comply with Section 1010.20, Florida Statutes.

Section 5.A.12: **General Fixed Assets and Tangible Personal Property:** The School shall comply with all the requirements set forth in Florida Statutes and in the Florida Commissioner of Education's publication entitled *Financial and Program Cost Accounting and Reporting for Florida Schools* pertaining to general fixed assets and tangible personal property.

Section 5.A.13: **Access to Inventory:** The School agrees to allow the Sponsor reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of asset, cost of asset, funding source and current location of item.

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Section 5.B: **Sponsor Administrative Fee:** The administrative fee calculated by the Sponsor shall be as defined in Section 1002.33(20)(a), Florida Statutes, not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. The Sponsor shall not withhold an administrative fee from federal or state grants unless explicitly authorized by law. Funds from the reimbursement of any portion of the administrative fee to the school shall be used only for capital outlay purposes as specified in Section 1013.62(2), Florida Statute. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by Florida law. The Sponsor shall provide those administrative and educational services specified in Section 1002.33(20)(a), Florida Statutes, to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration services, services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the school district at the request of the School; test administration services, including payment of the costs of state-required or district required student assessments; processing of teacher certificate data services, and information services, including equal access to student information systems that are used by public schools in the district in which the School is located as provided in Section 1002.33(20)(a), Florida Statutes. Access by the School to other services not required in Section 1002.33(20)(a), Florida Statutes, but available through the Sponsor, may be negotiated separately by the parties. Services requiring separately negotiated contract with Sponsor are unique to each charter and must be negotiated between the School and the Sponsor. Charges for such services under those contracts will be assessed upon reasonable notice at the following rate:

*Hourly rate + proportional benefits of the Sponsor's personnel performing the service, times the number of actual hours beyond services that are regularly regarded as district level administrative services.*

The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

Section 5.C: **Restriction on Charging Tuition:** In accordance with the provisions of Section 1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.

Section 5.D: **Allowable Student Fees:** The School further agrees that it shall not charge fees except for those fees normally charged by other public schools.

Section 5.E: **Annual Budget:** The School shall provide the Sponsor with annual preliminary and official budgets in the format prescribed by the Sponsor. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget.

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Section 5.E.1: **Governing Board Approval Required:** Pursuant to Section 1002.33(9)(h), Florida Statutes, the School's Governing Board shall annually adopt and maintain an operating budget.

Section 5.E.2: **Date to Submit Budget to Sponsor:** During each year of this Charter, the tentative budget must be submitted to the School's Governing Board during the preceding school year. The official approved budget is to be submitted to the Sponsor by month-end March of the preceding school year.

Section 5.E.3: **Amended Budget:** In the event that the School's Governing Board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) days of its approval by the School's Governing Board.

Section 5.F: **Financial Records, Reports and Monitoring:** The School shall utilize the standard state codification of accounts as contained in the most recent issue of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools" (the "Red Book") as a means of codifying all transactions pertaining to its operations.

Section 5.F.1: **Access to Financial Records:** Upon reasonable request, the School will provide access to inspect and copy any and all financial records and supporting documentation including, but not limited to, the following items: monthly financial reports, cash receipts journals, cash disbursement journals, bank reconciliations, payroll records, general ledger account summaries and adjusting journal entries.

Section 5.F.2: **Fiscal Monitoring:** The parties agree that the Sponsor, upon ten (10) days notice, may request at any time and the School shall provide, documents, including releases to third parties, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's Governing Board or such other board member as may be appropriate.

Section 5.G: **Maintenance of Funds:** Federal, state, and local funds shall be maintained by the School according to existing federal and state mandates and practices including, without limitation, any FEFP Guidelines pursuant to 1011.62, Florida Statutes. Separate funds and bank accounts shall be maintained where required for federal funds and state and local funds.

Section 5.H: **Monthly Financial Reports:** Pursuant to Section 1002.33(5)(b)(1)b, Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25<sup>th</sup> day of the following month. Section 1002.33(5)(c)) and (d), Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form

prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the Florida Department of Education publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools*, the "Red Book." The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 691-73.002, Florida Statutes, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

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

Section 5.I: **Monthly Financial Data:** The School shall implement monthly reconciliation procedures of all bank accounts. A copy of each entire bank statement, detailed general ledger cash accounts and supporting documentation shall be available to the Sponsor for audit review, upon request. If the monthly financial records are so erroneous, deficient, inadequate, incomplete or lacking in information that the missing data may only be obtained from review of the cancelled checks from the School's account, the Sponsor may request, and the School shall provide at the School's expense, those cancelled checks as requested by the Sponsor. If the Sponsor requests the School's cancelled checks for any other purpose or the information is otherwise available through other means (e.g., monthly bank statements), the School shall provide them only at the Sponsor's expense.

Section 5.I.1: **High Performing Schools:** the School shall provide a monthly financial statement to the Sponsor unless the School is designated as a high performing-charter school pursuant to Section 1002.331 Florida Statutes, in which case the high- performing School may provide a quarterly financial statement.

Section 5.J: **Quarterly Financial Reports:** The School shall provide quarterly financial reports to the Sponsor within thirty (30) days after the close of each quarter, which schedules shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with Generally Accepted Accounting Principles. For the purposes of this section, the quarterly reporting periods will be

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July/August/September;    October/November/December;    January/February/March;    and  
April/May/June.

Section 5.K:            **Quarterly Reports:**    The School agrees to provide quarterly reports on school operations and student performances. The School agrees to utilize data within its annual progress report provided through its participation with the Sponsor pertaining to admissions, registration and student records.

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

Section 5.M:            **Annual and Monthly Property Inventories:**    The School's monthly financial reports submitted to the Sponsor shall include a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant, and any other public-generated funds). If designated as a high performing school such reports shall be submitted quarterly. A cumulative listing of all property valued at more than \$1,000 purchased with private funds will be submitted to the Sponsor by the School annually along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

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

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

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Chapters 10.800 and 10.850, Rules of the Auditor General, as applicable. The independent financial auditor shall report on the expenditure of the categorical funds. The School must comply with all provisions related to the submission of its audit report to the Auditor General including the response/rebuttal and corrective actions.

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

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

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

Section 5.O.4: **Unaudited Annual Financial Reports:** The School agrees to complete Florida Department of Education Form ESE 145 using its unaudited financial statements for the year ending June 30<sup>th</sup> of each year of the term of this Charter. Form ESE 145 shall be provided to the Sponsor no later than August 15<sup>th</sup> of each year.

Section 5.P: **School's Fiscal Year:** The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

Section 5.R: **State of Financial Emergency:** Financial audits that reveal a state of financial emergency as defined in Section 218.503, Florida Statutes, and are conducted by a certified public accountant or auditor in accordance with Section 218.39, Florida Statutes, shall be provided to the Governing Body of the School within seven (7) working days after finding that a state of financial emergency exists. The School shall comply with the requirements of Section 218.501, Florida Statutes, regarding fiscal responsibility. The School's auditor shall report such findings in the form of an exit interview to the Chief Administrator/Principal of the School, and the Chair of the Governing Board, the Sponsor's Office of the Chief Auditor, and the Sponsor's Charter School Support Department within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to Section 1002.33(7)(a)(10), Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview.

Section 5.R.1: **Financial Recovery Plans:** If the School is notified by the Commissioner of Education that a financial recover is required, the School must file a detailed Financial Recovery Plan with the Sponsor and the Commissioner of Education within thirty (30) days after receipt of such notice. Failure to timely submit a Financial Recovery Plan within a reasonable time following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor and the Commissioner of Education in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the Florida Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's governing board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Financial Recovery Plan within one (1) year or if the School exhibits one (1) or more financial emergency conditions for two (2) consecutive years. If any Financial Recovery Plan submitted by the School is not properly implemented, subsequent to notice an an opportunity to cure, such improper implementation or failure to comply with the terms of the Financial Recovery Plan as determined by the Commissioner of Education shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

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Section 5.S: **Deteriorating Financial Condition:** In the event the School is identified as having a deteriorating financial condition as defined by Section 1002.345, Florida Statutes, the Sponsor shall conduct an expedited review of the School and the School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with Section 1002.345, Florida Statutes.

Section 5.S.1: **Corrective Action Plans:** The Governing Board of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan.

Section 5.T: **Financial Management of School:** The School shall conduct fiscal management of the School's operations in accordance with the School's governing laws and rules, the provisions of this Charter, and Sections 18a – d of the School's approved Application (Appendix 1).

Section 5.U: **Description of Internal Audit Procedures:** The School shall implement the internal audit procedures described in the School's governing laws and rules, the provisions of this Charter, and all applicable Sections of the School's approved Application (Appendix 1).

Section 5.V: **Other Government Reports:** The School shall provide the Sponsor with copies of all reports required to be filed with the Government of the United States and the State of Florida no later than one month after the due dates for such reports. Such reports shall include, but are not limited to, all payroll tax returns and any required filing related to the School's nonprofit status.

### **ARTICLE 6: FACILITIES**

Section 6.A: **Facility Notification and Inspection:** The School shall comply with the provisions of this section governing facility notification and inspection.

Section 6.A.1: **Facility Location:** The School will located at: 1395 South State Road 7, North Lauderdale, FL 33068. In the alternative, the School may submit a written request to Sponsor no less than sixty (60) days before the initial opening day of classes to elect to use Year One (1) of this Charter as a planning year. If the first year of this Charter is used as a planning year, notification of location must take place no less than 60 days prior to the first day of classes of the second year of this Charter.

Section 6.A.2: **Deadline to Submit Zoning Approvals and Certificate of Occupancy:** The School will present proof of the appropriate facility certification (including all certificates of occupancy and/or certificates of use that are required by applicable building codes) to the Sponsor no less than thirty (30) days before the initial opening day of classes. If the School does not have the appropriate certification by that time, this Charter shall terminate

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without the necessity of notice from or action by the Sponsor. In the alternative, the School may submit a written request to Sponsor no less than sixty (60) days before the initial opening day of classes to elect to use Year One (1) of this Charter as a planning year.

Section 6.A.3: **District Inspection of Facility:** The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include, without limitation: the Department of Children and Family Services to do inspections of the kitchens and related spaces; the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections at least ten (10) days prior to the first day of each year of operation.

Section 6.B: **Compliance with Building and Zoning Requirements:** The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

Section 6.B.1: **Florida Building Code:** The School agrees to use facilities that comply with the Florida Building Code pursuant to Section 1013.37, Florida Statutes, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, except as otherwise provided for under the requirements of the State Requirements for Educational Facilities (SREF).

Section 6.B.2: **Florida Fire Prevention Code:** The School agrees to use facilities that comply with the state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located, including reference documents, applicable state and federal laws and rules.

Section 6.B.3: **Applicable Laws, Ordinances and Codes of Federal, State and Local Governance:** See Section 5.B.

Section 6.B.4: **Capacity of Facility:** At no time will the enrollment exceed the number of students approved in this Charter, the School's Application (Appendix 1) or permitted by zoning capacity and all applicable laws and regulations. The School shall not be entitled to monthly payments for students in excess of the School's enrollment capacity and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid. In the event that the required county and/or

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municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

Section 6.C: **Location:** The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessor) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease before the initial opening day of class. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Section 196.1983, Florida Statutes, regarding charter school exemption from *ad valorem* taxes. Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with Section 286.23, Florida Statutes.

Section 6.C.1: **School's Street Address:** The charter school is located at 1395 South State Road 7, North Lauderdale, FL 33426.

Section 6.C.2: **Temporary Facility:** The School may only use a temporary facility when the facilities approved within this agreement are temporarily not suitable for student use under all applicable laws, ordinances, and codes of federal, state, and local governance. Approved use of a temporary facility for a period of more than sixty calendar (60) days will require the amendment of this Charter by the parties.

Section 6.C.3: **Relocation:** The School shall notify the Sponsor no less than ninety (90) days prior to any relocation. Any such relocation must be mutually agreed upon by both parties through the amendment of this Charter.

Section 6.C.4: **Additional Campuses:** The development by the School of additional campuses on a non-contiguous site shall not be permitted under this Agreement. In the event that the School desires to construct and develop any additional campuses, the School shall be required to apply for and obtain a separate charter from Sponsor for each such new campus.

Section 6.C.5: **Shared Use of a Facility with Other Entities:** The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. Shared use of a facility by two or more charter Schools for more than 60 (sixty) calendar days shall require an amendment to the charter agreements of all co-located Schools.

Section 6.D: **Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or About the Facility:** The School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

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Section 6.E: **Specific Requirements for Conversion Charter Schools or Schools Using a District-Owned Facility:** This Section is not applicable to this Charter.

Section 6.F: **Additions, Changes & Renovations:** The School must provide notice to the Sponsor any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and [if applicable] written approval obtained from the Broward County Traffic Engineering Department as to traffic control and pedestrian travel associated with said facilities. A “material addition, change or renovation” is defined as any improvement to real property that alters the square footage of the educational facility.

Section 6.G: **Surplus District Facilities:** If a facility or property of the Sponsor is available because it is surplus, marked for disposal, or is otherwise unused, it shall be provided for the School’s use on the same basis as it is made available to other public schools in the district pursuant to Section 1002.33(18), Florida Statutes. If the School receives a surplus facility or surplus property from the Sponsor, the School may not sell or dispose of same without written permission of the Sponsor. The School’s organizers agree to take reasonable measures to maintain any surplus facility or property in a manner similar to standards employed by the Sponsor.

Section 6.H: **Disaster Preparedness Plan:** The School shall adopt the Sponsor’s Disaster Preparedness Plan or submit the School’s plan to the Sponsor for approval.

### **ARTICLE 7: TRANSPORTATION**

Section 7.A: **Provision of Transportation by the School:** Transportation is the responsibility of the School and must be provided according to the district, state, and federal rules and regulations. The School agrees to provide for transportation of the School’s students consistent with the requirements of Chapter 1006, Florida Statutes. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School’s students. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

Section 7.B: **Cooperation between Sponsor and School:** The School agrees that transportation shall not be a barrier to equal access for any student in the attendance zone established by the Sponsor from time to time residing within a reasonable distance of the School as determined by the School’s transportation plan. The School may contract with the Sponsor for student transportation services or with a Sponsor-approved private transportation firm. If the

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School contracts with a Sponsor-approved private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.

Section 7.C: **Reasonable Distance:** The School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside two or more miles from the School and are within a reasonable distance of the School, or who otherwise are entitled to transportation by law. The term "reasonable distance" shall be defined in accordance with Chapters 1000 through 1013, Florida Statutes, as amended from time to time and the standards and guidelines provided by the State Department of Education.

Section 7.D: **Transportation Safety Compliance:** The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial drivers licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the Transportation Department, with a copy to the Charter School Support Department, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.

Section 7.E: **Failure to Comply:** Failure to comply with any local, state or federal rule or regulation concerning school transportation shall constitute good cause for termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible, provided that the Sponsor having received notice from the State of such inaccuracy, has sent notice to the School of alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

### **ARTICLE 8: INSURANCE & INDEMNIFICATION**

Section 8.A: **Indemnification of Sponsor by School:** Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

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Section 8.A.1: the negligence, intentional wrongful act, misconduct or culpability of the School or of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.A.2: the School's material breach of this Charter or applicable federal or state law;

Section 8.A.3: any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

Section 8.A.4: any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;

Section 8.A.5: the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;

Section 8.A.6: any professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or by the School's governing board; or

Section 8.A.7: any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.

Section 8.A.8: However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

Section 8.B: **Defense of Claims against the Sponsor:** The School agrees to defend any and all such action using competent counsel, selected by the School, subject to Sponsor's approval, which shall not be unreasonably withheld.

Section 8.C: **Indemnity for Professional Liability:** The School's duty to indemnify the Sponsor for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding

the expiration, non-renewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

Section 8.D: **Indemnity for Certain Specified Claims**: The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the state's public records or open meetings laws.

Section 8.E: **Indemnification of School by Sponsor**: Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the Sponsor agrees to indemnify, defend and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.E.1: the negligence, intentional wrongful act, misconduct or culpability of the Sponsor or of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.E.2: The Sponsor's material breach of this Charter or applicable federal or state law;

Section 8.E.3: any failure by the Sponsor to pay its suppliers or any subcontractors;

Section 8.E.4: the failure of the Sponsor's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the

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negligence of the School, the School's governing board members, officers, employees, subcontractors or others acting on the School's behalf; or

Section 8.E.5: any professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or School Board Members.

Section 8.F: **Defense of Claims against the School:** The Sponsor agrees to defend any and all such action using competent counsel, selected by the Sponsor, subject to School's approval, which shall not be unreasonably withheld.

Section 8.G: **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

Section 8.H: **Sovereign Immunity:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes. Nothing herein shall be deemed to be a waiver of rights or limits to liability existing under Section 768.28, Florida Statutes.

Section 8.I: **Acceptable Insurers:** Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:

Section 8.I.1: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in Section 163.01 of the Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, within the last thirty (30) days of certificate issuance; and

Section 8.I.2: If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately

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notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

Section 8.J: **Commercial and General Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

Section 8.J.1: **Liabilities Covered:** The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

Section 8.J.2: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) annual aggregate.

Section 8.J.3: **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention unless the School is governed by a municipality. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention of One Thousand dollars (\$1,000) per occurrence. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's). The municipality governing this school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.J.4: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.

Section 8.J.5: **Additional Insureds:** The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insureds" on the required Liability Insurance. The coverage afforded for such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insureds using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as Additional Insureds [reference Additional Insured form number]."

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Section 8.K: **Automobile Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

Section 8.K.1: **Liabilities covered:** The School's insurance shall cover the School for Automobile Liability which would be no less restrictive than the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 001), which includes coverage for Contractual Liability, as filed for Sponsor in the State of Florida by the Insurance Services Office. Coverage shall be included on all Owned, Non-Owned and Hired automobiles, buses and other vehicles used in connection with this Charter. In the event the School does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the School indicating the following:

*The School does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, the School agrees to provide proof of "Owned Auto" coverage effective date of acquisition.*

If School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing the School will be responsible for any outstanding deductibles/SIR if the school is unable to meet its financial obligations.

Section 8.K.2: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.

Section 8.K.3: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Three Million Dollars (\$3,000,000) annual aggregate.

Section 8.K.4: **Coverage Form:** Such coverage shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01.

Section 8.L: **Workers Compensation/Employer's Liability:** The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation and Employer's Liability Insurance which shall conform to the following requirements:

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Section 8.L.1: **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.

Section 8.L.2: **Minimum Limits:** Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars (\$2,000,000) annual aggregate. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions(SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.

Section 8.M: **School Leader's Errors and Omissions Insurance:** Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

Section 8.M.1: **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance maintained by the School shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance for claims arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.

Section 8.M.2: **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed twenty-five thousand dollars (\$25,000) per claim and the

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School shall be held responsible for any loss payments within the deductible. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.

Section 8.M.3: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on a claims made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination or non-renewal of this Contract.

Section 8.N: **Employees Dishonesty/Crime Insurance or Fidelity Bond:** The School shall purchase Employees Dishonesty /Crime Insurance for all governing board members and employees including Faithful Performance coverage for the School's administrators/principal and governing board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars (\$1,000,000) per occurrence/claim. In lieu of Employee Dishonesty /Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

Section 8.O: **Property Insurance:** The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five percent (5%) of the Total Insured Value (TIV). If the School is governed by a municipality, the Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR.

Section 8.P: **Applicable to Other Coverages:** The following provisions are applicable to all insurance coverages required under this Charter:

Section 8.P.1: **Other Coverages:** The insurance required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Sponsor and indicated on such Certificate of Insurance., Any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

Section 8.P.2: **Deductibles/Retention:** Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice

from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this charter school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.P.3: **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

Section 8.P.4: **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors. However, the Sponsor will rely on the School to monitor and notify its subcontractors and their sub-subcontractors to confirm coverage is in force for the duration of the subcontractor/sub-subcontractor contract and have certificates of insurance on file to provide historical documentation should a claim occur that has not yet been reported to the School.

Section 8.P.5: **Provision for Cure:** The School shall cure any non-compliance with this Article 8 of the Charter within ninety (90) days of the School's receipt from the Sponsor of written notice of the non-compliance.

Section 8.P.6: **Default upon Non-Compliance:** The School shall be in default of this Charter should it fail to procure, maintain and keep in effect the insurance coverages required by this Charter. Lapse of insurance coverage as described in this Charter will be considered good cause for recommendation of termination of this Charter.

Section 8.P.7: **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

Section 8.P.8: **Combined Services Coverage:** Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.

Section 8.P.9: **Default upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

Section 8.P.10: **Changes in Insurance Coverage:** The School must notify Sponsor of any contemplated material changes in insurance coverage.

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Section 8.Q: **Evidence of Insurance:** Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

Section 8.Q.1: **Time to Submit:** The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverages. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated. Evidence of insurance shall be provided by the School to the Sponsor before the initial opening day of classes. The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks prior to the initial opening day of classes for each school year. The certificates shall name the Sponsor as an Additional Insured if required by specific provisions of this contract addressing that form of insurance.

Section 8.Q.2: **Notice of Cancellation:** Each certificate of insurance shall contain a provision for written notification to the Sponsor in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available provide a minimum of 30-days notice of material changes or cancellation to Sponsor.

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

Section 8.Q.4: **Pre-Charter Submission of Evidence:** Notwithstanding any other provision contained herein, the School may submit evidence of insurance prior to approval of this charter substantially similar to the insurance provisions set forth in this section and subject to Sponsor's approval.

### **ARTICLE 9: GOVERNANCE**

Section 9.A: **Public or Private Employer:** Pursuant to Section 1002.33(12)(i), Florida Statutes, the School is operating as a private employer. The employees have contracted

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their services directly to the School or its governing body or through an education services provider (“ESP”) company, and as such, are not public employees.

Section 9.B: **Governing Board Responsibilities:** The School’s governing body shall be made up of its Governing Board. The Governing Board of the School shall be responsible for all fiduciary, legal and regulatory compliance issues and shall perform all duties set forth in the School’s approved Application (Appendix 1) and the following duties and responsibilities:

Section 9.B.1: annually adopt and maintain an operating budget and submit its approved budget to the SPONSOR by July 1 of each year along with a copy of the minutes of the meeting showing approval of the budget by the Governing Board;

Section 9.B.2: retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the Governing Board;

Section 9.B.3: review and approve the audit report, including audit findings and recommendations for the financial recovery plan;

Section 9.B.4: monitor a financial recovery plan in order to ensure compliance, if applicable;

Section 9.B.5: establish, define, refine and oversee the School’s educational philosophy, operational policies and procedures, academic accountability procedures, and financial accountability procedures and ensure that the School’s student performance standards are met or exceeded;

Section 9.B.6: exercise continuing oversight of the School’s operations;

Section 9.B.7: report its progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports, in accordance with Section 1002.33(9)(k), Florida Statutes;

Section 9.B.8: participate in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility;

Section 9.B.9: make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)18, Florida Statutes;

Section 9.B.10: adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)3, Florida Statutes;

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Section 9.B.11: make all required financial disclosure if the school is operated by a municipal corporation or other public entity under Section 112.3144, Florida Statutes;

Section 9.B.12: comply with the standards of conduct set out in Sections 112.313(2), (3), (7), and (12), and 112.3143(3), Florida Statutes;

Section 9.B.13: avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;

Section 9.B.14: demonstrate financial competence and adequate professional experience;

Section 9.B.15: recommend student expulsions to the Sponsor;

Section 9.B.16: determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School;

Section 9.B.17: be held accountable to the School's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida's charter school laws;

Section 9.B.18: be responsible for the over-all policy decision making of the School, in consultations with the School's staff, including the approval of the curriculum and the annual budget;

Section 9.B.19: serve as the fiscal agent for the School and be involved from the School's inception in all policy matters pursuant to the provisions of the corporation's bylaws; and

Section 9.B.20: comply with State Board Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements.

Section 9.B.21: appoint a representative (liaison) to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Liaison information shall be kept current at all times, and necessary changes shall be reported to the Sponsor immediately.

Section 9.C: **Public Records:** The School will comply with Section 1002.33(16)(b)(2), Florida Statutes, relating to public records. The public shall be provided reasonable access to the School's records in accordance with the provisions of this Charter and Section 119.07, Florida Statutes.

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Section 9.D: **Reasonable Access to Records by Sponsor:** The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law. Failure to provide such access will constitute a material breach of this Charter and good cause for its termination.

Section 9.E: **The Sunshine Law:** To ensure that parents/guardians will have ready access to the governance of the School, meetings of the Governing Board will be open to the public in accordance with Section 286.011, Florida Statutes, unless confidentiality is required by law. The Governing Board will provide reasonable public notice of the date, time, and place of its meetings and will maintain at the School's site detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. The School's Governing Board will publish a calendar on its website that contains a schedule of all Governing Board meetings for the school year, including the date and time of the meetings and the locations. The School agrees to hold meetings of its Governing Board within Broward County, Florida and at least once a semester during the school year. The School shall provide the parents in writing the process for placing an item on the agenda for the meetings of the School's Governing Board. A signed copy of the minutes will be on file at the School's site for review and a copy will be forwarded to the Sponsor.

Section 9.F: **Reasonable Notice to Sponsor of Governing Board Meetings:** The Governing Board will provide the Sponsor with reasonable notice of the date, time, and place of its meetings. The School will provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings of its Governing Board, to the extent practical. The School will provide the Sponsor with minutes of each meeting of The Schools Governing Board within ten (10) days of each such meeting.

Section 9.G: **Identification of Governing Board Members:** The selection of the School's Governing Board Members and officers shall be as set forth in the School's approved Application (Appendix 1) or in School's by-laws if such are adopted subsequent to the submission of Appendix 1. The School's Governing Board will include local representatives, which may include parents/guardians and professionals qualified to support the educational and moral development of the School's students. No employee of the School, employee of one of the School's education services provider (ESP) companies, or family member of an employee of one of the School's ESP companies may serve as a Member of the School's Governing Board. The Governing Board cannot delegate its responsibility to the Sponsor to any other agency, education services provider ("ESP") company or other contracted service provider. The School shall provide the parents in writing the names of the members of the School's Governing Board and a means by which they may be contacted.

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal must be held current at all times and the Sponsor shall be notified immediately of any changes. The procedures for the replacement of Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to

ensure continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator shall also be fingerprinted at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes, within ten (10) days of their appointment and, if initial members of the Governing Board, prior to approval of this Charter. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of fingerprints are the sole responsibility of the School. The School agrees that new Governing Board Members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential Governing Board Members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint Governing Board Members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person to serve on its Governing Board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

Section 9.J: **Non-Profit Organization:** As stated in the School's Application (Appendix 1) and as required by Section 1002.33(12)(i), Florida Statutes, the School has been organized as a Florida non-profit organization, and shall seek or maintain status as a Section 501(c) 3 status under the Internal Revenue Code. Voting shall control the non-profit organization, and only the School's Governing Board shall vote. The School shall at all times operate as a non-profit corporation and shall annually provide proof to the Sponsor of the School's status as a non-profit organization. Such status shall not be permitted to lapse, be revoked or terminate. Failure to comply with this section will constitute a material violation of the Charter and good cause for its termination by the Sponsor.

Section 9.K: **Compliance with Applicable Ethical Requirements:** To the extent applicable, the officers and directors of the School will comply with Part III, Section 112, Florida Statutes (the Code of Ethics for Public Officers and Employees). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors. Members of the School's Governing Board cannot be employees of the School. Members of the School's Governing Board shall not receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. This restriction shall not include the reimbursement of out of pocket expenses incurred by the Governing Board member on behalf of their duties as a member of the School's Governing Board and substantiated with receipts or similar documentation. A violation of this provision shall constitute a material breach of the Charter. All members of the School's Governing Board shall comply with Sections 112.313(2),

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(3), (7) and (12), and 112.3143, Florida Statutes, and other applicable portion of the Code of Ethics for Public Officers and Employees. The Governing Board Chair shall annually provide to the District a statement confirming that:

Section 9.K.1: No Member of the School's Governing Board, acting in his/her private capacity, has sold services directly or indirectly to the School;

Section 9.K.2: No spouse, parent, child, stepchild, sibling, or employee of any Board Member serves as a member of the School's Governing Board;

Section 9.K.3: No Member of the School's Governing Board is an employee of the School or of the education services provider ("ESP") company operating the School; and

Section 9.K.4: No member of the School's Governing Board has received compensation, directly or indirectly from the School's operations, other than reimbursement of out of pocket expenses and substantiated with receipts or similar documentation. .

Section 9.K.5: A violation of any of the foregoing provisions shall constitute a material breach of this Charter and good cause for its termination.

Section 9.L: **Bonding of School Personnel:** The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds shall run to the School, the not-for-profit organization, and the Sponsor and shall be on file for inspection at all times.

Section 9.M: **School's Chief Administrator/Principal:** The duties of the School's Chief Administrator/Principal shall be as set forth in the School's approved Application (Appendix I.) The teachers, support, and contractual staff of the School will be directly supervised by the Principal or other on-site administrator.

Section 9.N: **Notification of Proper Authorities:** If after adopting the budget, a Member of the Governing Board in his/her obligated diligence believes that any other member of the Governing Board or any vendor, vendor's employee, education service provider ("ESP") company, or ESP company agent or employee is directly responsible or wrongfully advises the members of the Governing Board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that Governing Board Member should immediately notify the Sponsor, the Florida Department of Education, and if deemed proper, the Attorney General, or any other proper authority.

Section 9.O: **Volunteer Advisory Committee:** The School shall have a Charter School Advisory Committee whose selection and duties shall be as set forth in the School's approved Application (Appendix 1).

**ARTICLE 10: EDUCATION SERVICES PROVIDERS**

Section 10.A: **Education Services Provider Agreement:** An educational services provider (ESP) is an individual or organization that provides services to a charter school for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor prior to the approval of this Charter. In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. The School will submit written documentation demonstrating due diligence in the selection process of any ESP upon entering into a contract after the date of this Charter and must demonstrate a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. Any default or breach of the terms of this Charter by the ESP company shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

Section 10.B: **ESP Company Added After Charter:** If the School desires to contract with an ESP company subsequent to the execution of this Charter, the proposed contract between the ESP company and the School shall be submitted to the Sponsor for review prior to its execution by the School and any finalized ESP contract shall be provided by the School to the Sponsor within five (5) business days of its execution.

Section 10.C: **Amendments:** A copy of any amended ESP services agreement shall be provided to the Sponsor within five (5) days of its execution.

Section 10.D: **ESP Contract Amendments that Result in Material Change to Charter:** Any proposed amendment within an ESP contract that would necessitate a material change to this Charter shall require a prior modification of this Charter.

Section 10.E: **Change of ESP Provider:** Unless exigent circumstances exist, the School shall give the Sponsor not less than thirty (30) days notice prior to the

termination of any ESP contract. In the event of an immediate termination of an ESP contract, the School will provide immediate notice to Sponsor of its decision.

#### **ARTICLE 11: HUMAN RESOURCES**

Section 11.A: **Hiring Practices:** The Parties to this Charter agree that the School shall select its own employees. The School agrees to implement the practices and procedures for hiring and dismissal, policies governing salaries, contracts, and benefit packages, and targeted staff size, staffing plan, and projected student-teacher ratio as described in the School's Application (Appendix 1). The School must use thorough, consistent, and even-handed termination procedures. The School's governing board will determine salaries, benefits, and Position/Title classification, provided that the School's governing board may establish any additional positions it deems necessary.

Section 11.B: **Reporting Staffing Changes:** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days of any new hires, leaves of absence, transfers and terminations. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

Section 11.C: **Non-Discriminatory Employment Practices:** The School shall be responsible for promoting diversity in its staff and agrees that its employment practices shall be nonsectarian and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes ("The Florida Education Equity Act").

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. Criteria developed by the School for hiring all other staff (administrative and support staff) shall be in accordance with their educational and/or experiential backgrounds that correspond to the job responsibilities they will be expected to perform. If the School receives Title I funds, it will employ highly qualified staff. In compliance with those requirements, the School's teachers shall be certified and teaching infield and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with NCLB requirements, all teachers in core academic areas must be certified/qualified based on Florida Statutes and highly qualified as required by NCLB. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School.

Section 11.D.1: **Remedy for Not Meeting Highly Qualified:** If the School fails to meet applicable requirements to employ certified and highly qualified staff, the

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School shall be responsible for reimbursement of any funding lost or other costs attributable as a result of the School's non-compliance.

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

Section 11.F: **Employment Practices:** The School's employment practices shall be in compliance with its Application (Appendix 1) and the following requirements:

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

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

Section 11.I: **Codes and Principles of Conduct:** The School agrees that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

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

Section 11.K: **Collective Bargaining:** Pursuant to §1002.33(12)(b), Florida Statute, the School's employees shall have the option to bargain collectively and may

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collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the School

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

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

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

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

Section 11.P: **Statutory Prohibitions and Restriction on Employment of Relatives:** The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the School in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed promoted, or advanced in or to a position in the School if such appointment, employment, promotion, or advancement has been advocated by School personnel who exercise jurisdiction or control over the School and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:

Section 11.P.1: **"Charter school personnel"** means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

Section 11.P.2: **"Relative"** means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-

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law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

Section 11.R: **Training of Employees:** The School's teachers may participate in training conducted by the Sponsor and the Sponsor's teachers may participate in training conducted by the School.

Section 11.R.1: **Participation and Cost for Training Activities:** Training activities shall be made available by the Sponsor to School's employees on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees. Training activities shall be made available by the School to Sponsor's employees on a space available basis and, except in instances of federally funded training, the Sponsor shall pay all of the additional costs associated with the participation of the Sponsor's employees in such training activities at the same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

Section 11.R.2: **Participation in Federally Funded Training:** Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees. Training activities that are federally funded that are provided by the School shall be made available to Sponsor's employees on a space available basis without any charge to the Sponsor other than any charges that are also incurred by the School for the participation of the School's employees.

### **ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS**

Section 12.A: **Required Reports and Documents:** The School will provide all documents required of it pursuant to the approved Application (Appendix 1), this Charter, or the School's governing laws and rules on the date(s) that the reports and documents are due to the Sponsor.

### **ARTICLE 13: SCHOOL FOOD SERVICE**

Section 13.A: **School Food Services; Extended Day Programs:** The provision of student food service at the School is the responsibility of the School and shall be provided according to applicable district, state and federal rules and regulations. The School shall make lunch available to all students. Breakfast shall be provided when required by applicable state and federal guidelines. Cafeteria services and extended day programs provided by the School shall be self-supporting. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. If applicable, the School shall distribute Free and Reduced Price Meal application forms to students and shall certify student eligibility for such programs using required federal rules and procedures.

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Section 13.B: **Meal Service Options and Definitions:** The School shall provide food service to the School by one of the following means:

Section 13.B.1: Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the charter school; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Education;

Section 13.B.2: Enter into an agreement with a third party vendor to have food service provided either to the site of the School or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Education;

Section 13.B.3: Enter into a separate agreement with the Sponsor to have food service provided to the School. Under such an agreement, the Sponsor would define and provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system (satellite or pick-up); the Sponsor would establish the per meal charges to the School and, if applicable, establish the delivery charges to the School; the Sponsor would provide Free and Reduced Price Meal applications to the School for distribution by the School to students for completion after the School's representatives attend a required application approval training program; the School would provide to Sponsor, and keep current, a master list of students and their eligibility status for free, reduced or full paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the Sponsor would provide types of meal service at cost and by a delivery or pick-up system as agreed upon by the parties; the Sponsor would complete and submit reimbursement claims to the Florida Department of Education; and the School would pay the Sponsor's Food Service Department for meals served on a monthly basis by the fifth day of each month; or

Section 13.B.4: Enter into an agreement with a third party vendor to have food service provided either to the site of the School or by pick-up, to determine if the meals are to be hot or cold, bulk serving or individually packed, and to provide any legally mandated breakfast and lunch assistance programs without participating in any government subsidized school breakfast and lunch programs.

Section 13.C: **Applicable Regulations:** The School shall comply with all USDA and FLDOE regulations that are applicable to its child nutrition program.

### **ARTICLE 14: MISCELLANEOUS PROVISIONS**

Section 14.A: **Impossibility:** Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond

either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

Section 14.B: **Drug-Free Workplace:** The School is a Drug-Free Work Place. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Work Place policy and any amendments thereto.

Section 14.C: **Entire Agreement:** This Charter and the appendices hereto shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Charter School Agreement shall require approval of both parties.

Section 14.D: **No Assignment without Consent:** This Charter shall not be assigned by either Party without the prior written consent of the other party, provided that the School may enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative without the consent of the Sponsor.

Section 14.E: **No Waiver:** No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

Section 14.F: **Default:** Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, notice of a default of a material provision of this Charter will be furnished to the defaulting party by the non-defaulting party. Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter or when a shorter period of time to effect compliance is required by applicable law or rules, the defaulting party will be permitted twenty (20) calendar days to remedy the identified default.

Section 14.G: **Survival Including Post-Termination of Charter:** All representations and warranties made herein, indemnification obligations, obligations to reimburse the Sponsor, obligations to maintain and allow inspection and audit of records and property, reporting requirements and obligations to return public funds or property purchased with public funds shall survive the termination of this Charter.

Section 14.H: **Severability:** If any provision or any section of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Charter and all such remaining provisions shall continue in full force and effect, notwithstanding.

Section 14.I: **Third Party Beneficiary:** This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.

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Section 14.J: **Choice of Laws and Venue:** This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Broward County, Florida. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. This Charter shall be interpreted and construed according to the laws of the State of Florida. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.

Section 14.K: **Notice Provision:** All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the address set forth below:

THE SPONSOR: Superintendent of Schools  
The School Board of Broward County, Florida  
Kathleen C. Wright Administrative Building  
600 Southeast Third Avenue - 10th Floor  
Fort Lauderdale, Florida 33301

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

THE SCHOOL: Learning Excellence Foundation of East Broward, Inc. d/b/a  
Imagine Charter School at North Lauderdale Elementary  
ATTN: Governing Board Chair  
1395 South State Road 7  
North Lauderdale, FL 33068

With copy to: Imagine Schools, Inc.  
ATTN: Jacquelyn Vernon, Region Director  
13790 NW 4<sup>th</sup> Street, No. 108  
Sunrise, FL 33325

Julie F. Klahr, Governing Board General Counsel  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, FL 33308

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By giving the other party at least fifteen (15) days written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

Section 14.L: **Authority:** Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party for whom he or she signs and to bind and obligate such party with respect to all provisions contained in this Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

Section 14.M: **Conflict:** In the event of any conflict between the provisions of this Charter and any Appendix, this Charter shall prevail.

Section 14.N: **Dispute Resolution:** Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

Section 14.N.1: The following dispute resolution process, not otherwise pre-empted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute.

Section 14.N.2: Notwithstanding this provision, either party may seek any and all legal remedies available to it including, without limitation, mediation through the Florida Department of Education or those additional remedies set forth in Section 1002.33(6)(i), Florida Statutes.

Section 14.N.3: The dispute resolution procedure is as follows:

**STEP 1:** As a first step, informal discussion between representatives of the School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step One, either party may elect to forward the issue(s) to the next step.

**STEP 2:** Written notice by the Sponsor or the School outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

**STEP 3:** Meeting between the governing board of the School and the Sponsor's staff or representative to discuss the issue(s) and attempt resolution of same, and propose modifications

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or amendments to the terms and conditions of the Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

**STEP 4:** An item will be placed upon the agenda of the Sponsor's regular school board meeting to enable the Sponsor to render a final decision regarding the issue(s) which are in dispute.

Section 14.O: **Citations:** All Florida Statutes, State Board of Education Rules, or School Board Policies cited herein shall refer to the edition in effect when this Charter is executed or extended, subject to subsequent amendment of such statutes.

Section 14.P: **Headings:** The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

Section 14.Q: **Advice of Counsel:** The School and the Sponsor both state that they have been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

Section 14.R: **Counterparts:** This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

Section 14.S **Remedial Measures:** The school will implement the following remedial measures:

14.S.1: The School must comply with all state and district Differentiated Accountability initiatives as they relate to charter schools.

14.S.2: The School must not receive a grade or point allocation that would equate to less than a "C" grade.

14.S.3: The School will provide English Language Learners (ELL) with programs and services in accordance with federal, state, and local school district laws and policies. These programs and services must be available to students on the first day of school and throughout the academic year.

14.S.4: The School will comply with the META Consent Decree and with the Sponsor's State Approved ELL Plan in identifying ELL students and for the provision of required ESOL services.

14.S.5: The School will implement and monitor procedures to address the needs of ELLs, including, but not limited to, identification, appropriate placement, required accommodations, and equal access to remedial and enrichment programs.

14.S.6: The School is responsible to inform parents of the School's status in regard to potential closure and will provide the Sponsor with documentation that such notice has taken place.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Charter School Agreement as of the day and year first above written.

IMAGINE ELEMENTARY AT NORTH LAUDERDALE CHARTER SCHOOL

FOR THE SCHOOL

(Corporate Seal)

Broward, Inc.

Learning Excellence Foundation of East

Attest: \_\_\_\_\_

Secretary

- or -

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

by: \_\_\_\_\_

Name and Title

*Joyce C. Ferguson*  
Governing Board Member

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 24 day of Feb, 2012 by

Joyce Ferguson

Name of Person on behalf of  
the Governing Entity

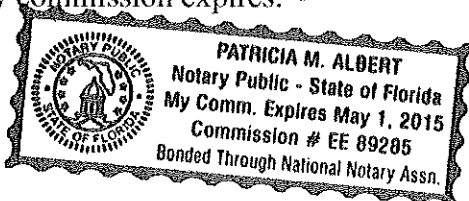
of Learning Excellence Foundation of East Broward  
Name of Governing Entity (Not for Profit) Inc

He/She took an oath and is personally known to me or has produced driver license as  
identification.

My commission expires:

(SEAL)

My commission expires: 5-1-2015



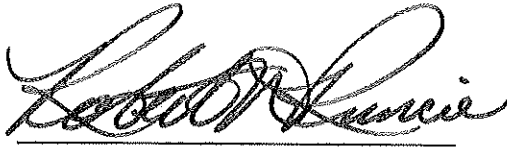
Patricia M. Albert  
Signature -- Notary Public

Patricia M. Albert  
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

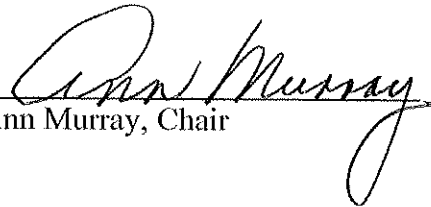
ATTEST:



Robert W. Runcie  
Superintendent of Schools


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

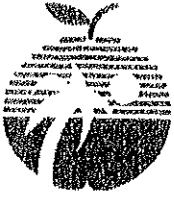
By



Ann Murray, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
600 SOUTHEAST THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301 •

ROBERT W. RUNCIE  
Superintendent of Schools

**SCHOOL BOARD**

Chair ANN MURRAY  
Vice Chair LAURIE RICH LEVINSON

ROBIN BARTLEMAN  
MAUREEN S. DINNEN  
PATRICIA GOOD  
DONNA P. KORN  
KATHERINE M. LEACH  
NORA RUPERT  
BENJAMIN J. WILLIAMS

February 17, 2012

Fay Douglas, Chair  
Learning Excellence of East Broward, Inc.  
Imagine at North Lauderdale - 5171  
12877 S.W. 49<sup>th</sup> Court  
Miramar, FL 33027

**RE: NOTICE OF PROPOSED NON-RENEWAL OF CHARTER SCHOOL AGREEMENT**

Dear Ms Douglas:

Pursuant to Section 1002.33(8)(b), Florida Statutes, the Sponsor shall notify the governing body of a charter school of the proposed non-renewal of its charter at least 90 days prior to such non-renewal.

As part of its renewal process for charter schools, the District has conducted a review of the school's data and of the charter renewal application submitted by **Learning Excellence of East Broward, Inc. (Imagine at North Lauderdale - 5171)**, as required by Section 1002.33, Florida Statutes. Due to the deficiencies outlined below, I am considering a recommendation to The School Board of Broward County, Florida, at its Regular School Board Meeting of March 20, 2012, that the charter contract with Learning Excellence of East Broward, Inc. (Imagine at North Lauderdale - 5171) not be renewed, if your charter school does not accept the special condition for a one-year renewal discussed herein. Following are the anticipated grounds for non-renewal:

**A. FAILURE TO MEET STATUTORY REQUIREMENTS FOR RENEWAL**

In accordance with Section 1002.33 (8)(a)(1), Florida Statutes, "The sponsor may choose not to renew or may terminate the charter for any of the following grounds:

1. Failure to participate in the state's education accountability system created in Section 1008.31, Florida Statutes as required in this section, or failure to meet the requirements for student performance stated in the charter."

**Finding:**

- Imagine at North Lauderdale - 5171 has failed to meet the following requirements for student performance stated in the charter:

\* \* \*

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

(a) Failure to participate in the state's education accountability system created in Section 1008.31, Florida Statutes as required in this section, or failure to meet the requirements for student performance stated in the charter.

\* \* \*

(f) Receipt by the School of a designated grade of "F" in any Two (2) of Four (4) years or the School is designated as "a school in need of improvement" for more than Two (2) years [more than 5 years of failure to make Adequate Yearly Progress (AYP)], in accordance with the provisions of the No Child Left Behind Act of 2001 as provided in the State's Differentiated Accountability standards as set forth in Section 1008.33, Florida Statutes and Rule 6A-1.099811, Florida Administrative Code as any of these laws or regulations may be amended from time to time. A "school in need of improvement" is one that has failed to Make Adequate Yearly Progress (AYP) for more than Five (5) years in accordance with the provisions of the No Child Left Behind Act of 2001. The equivalent of an "F" grade is defined as the School receiving less than 395 points for elementary and middle schools and less than 790 for high schools on the Florida Grades issued by the Florida Department of Education. Schools that receive a school improvement designation of "Declining" will also be considered the equivalent to an "F" grade. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

- Imagine at North Lauderdale – 5171 has failed to make AYP in accordance with the provisions of NCLB for Six (6) consecutive years, as evidenced by the Florida School Grades Report
- During the 2007-2008 academic year, Imagine at North Lauderdale – 5171 obtained 394 points and received an "F" grade on the School's FLDOE School Accountability Report
- During the 2008-2009 academic year, Imagine at North Lauderdale – 5171 obtained 418 points and received a "D" grade on the School's FLDOE School Accountability Report
- During the 2009-2010 academic year, Imagine at North Lauderdale – 5171 obtained 413 points and received an "D" grade on the School's FLDOE School Accountability Report
- During the 2010-2011 academic year, Imagine at North Lauderdale – 5171 obtained 353 points and received an "F" grade on the School's FLDOE School Accountability Report

**B. FAILURE TO MEET CURRENT CHARTER AGREEMENT REQUIREMENTS**

The Charter School's Agreement with the Sponsor provides as follows:

**ARTICLE 2 – GENERAL PROVISIONS**

\* \* \*

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

\* \* \*

(b) Failure to participate in the state's education accountability system created in Section 1008.31, Florida Statutes as required in this section, or failure to meet the requirements for student performance stated in the charter.

\* \* \*

(f) Receipt by the School of a designated grade of "F" in any Two (2) of Four (4) years or the School is designated as "a school in need of improvement" for more than Two (2) years [more than 5 years of failure to make Adequate Yearly Progress (AYP)], in accordance with the provisions of the No Child Left Behind Act (NCLB) of 2001 as provided in the State's Differentiated Accountability standards as set forth in Section 1008.33, Florida Statutes and Rule 6A-1.099811, F.A.C. as any of these laws or regulations may be amended from time to time. A "school in need of improvement" is one that has failed to Make Adequate Yearly Progress (AYP) for more than Five (5) years in accordance with the provisions of the No Child Left Behind Act of 2001. The equivalent of an "F" grade is defined as

the School receiving less than 395 points for elementary and middle schools and less than 790 for high schools on the Florida Grades issued by the Florida Department of Education. Schools that receive a school improvement designation of "Declining" will also be considered the equivalent to an "F" grade. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

**Findings:**

- Imagine at North Lauderdale – 5171 has failed to make AYP in accordance with the provisions of NCLB for Six (6) consecutive years, as evidenced by the Florida School Grades Report
- During the 2007-2008 academic year, Imagine at North Lauderdale – 5171 obtained 394 points and received an "F" grade on the School's FLDOE School Accountability Report
- During the 2008-2009 academic year, Imagine at North Lauderdale – 5171 obtained 418 points and received a "D" grade on the School's FLDOE School Accountability Report
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- During the 2010-2011 academic year, Imagine at North Lauderdale – 5171 obtained 353 points and received an "F" grade on the School's FLDOE School Accountability Report

In addition, the Charter School's Agreement with the Sponsor provides as follows:

\* \* \*

**Section 2.D.1.a - Grounds for Good Cause:** "Good Cause" for termination or nonrenewal shall include, but not be limited to, the following:

\* \* \*

(2) Receipt by the School of a designated grade of "F" in any Two (2) of Four (4) years or the School is designated as "a school in need of improvement" for more than Two (2) years [more than 5 years of failure to make Adequate Yearly Progress (AYP)], in accordance with the provisions of the No Child Left Behind Act of 2001 as provided in the State's Differentiated Accountability standards as set forth in Section 1008.33, Florida Statutes and Rule 6A-1.099811, F.A.C. as any of these laws or regulations may be amended from time to time. A "school in need of improvement" is one that has failed to Make Adequate Yearly Progress (AYP) for more than Five (5) years in accordance with the provisions of the No Child Left Behind Act of 2001. The equivalent of an "F" grade is defined as the School receiving less than 395 points for elementary and middle schools and less than 790 for high schools on the Florida Grades issued by the Florida Department of Education. Schools that receive a school improvement designation of "Declining" will also be considered the equivalent to an "F" grade. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

\* \* \*

(22) Any other good cause shown, which shall include, without limitation, any material breach or violation by the School of the standards, requirements, or procedures of this Charter such as:

\* \* \*

(1) The School's failure to provide Special Education (SPED) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local school district policies;

**Findings:**

- Imagine at North Lauderdale – 5171 has failed to make AYP in accordance with the provisions of NCLB for Six (6) consecutive years, as evidenced by the Florida School Grades Report
- During the 2007-2008 academic year, Imagine at North Lauderdale – 5171 received an “F” grade on the School’s FLDOE School Accountability Report
- During the 2008-2009 academic year, Imagine at North Lauderdale – 5171 received a “D” grade on the School’s FLDOE School Accountability Report
- During the 2009-2010 academic year, Imagine at North Lauderdale – 5171 received an “D” grade on the School’s FLDOE School Accountability Report
- During the 2010-2011 academic year, Imagine at North Lauderdale – 5171 received an “F” grade on the School’s FLDOE School Accountability Report
- Imagine at North Lauderdale – 5171 did not implement all required procedures, as mandated by the Multicultural Education Training and Advocacy (META) Consent Decree, to address the needs of ELLs. Areas of deficiency identified during the October 13 and 14, 2011, ESOL Onsite Analysis visit included: programmatic assessment, accurate recordkeeping, monitoring, accommodations, home/school communication, ELL Committee Meetings, and personnel meeting English for Speakers of Other Languages (ESOL) training requirements, as evidenced by correspondence from the ESOL Services Department dated November 10, 2011.
- Following are specific areas of deficiency identified during the October 13 and 14, 2011, ESOL Onsite Analysis Visit that directly affect the weighted Full Time Equivalent (FTE) funding received by the charter school for providing mandated services to ELLs:
  - Missing and incomplete English Language Learners Student Education Plan (ELLSEP) folders
  - Failure to keep accurate records including signatures, assessment information, accommodations, etc.
  - Failure to ensure that data reported to the state (TERMS) is aligned to student documentation
  - Failure to follow established procedures for conducting ELL Committee meetings
  - Failure to exit students that met exit criteria
  - Failure to provide personnel dedicated and available to provide home language assistance
- A follow-up Onsite Analysis Visit was completed on January 23, 2012. Although some of the previous areas of deficiency appear to be improving, curriculum deficiencies were not addressed at the time of the visit and teacher certification deficiencies remain an issue. Additionally, Imagine at North Lauderdale – 5171 has, for the past two years, been found to be noncompliant with the statutory requirements set forth by the META Consent Decree. ELL students were deprived of ESOL services for a substantial portion of time, and the academic progress that they could have achieved, cannot be recovered.

In addition, the Charter School’s Agreement with the Sponsor provides as follows:

**ARTICLE 3: ACADEMIC ACCOUNTABILITY**

\* \* \*

**Section 3.F.: State System of Grading Schools:** Florida’s Differentiated Accountability (“DA”) Program allows schools, districts and the state to target interventions based upon a combination of Florida’s School Grades and No Child Left Behind’s (NCLB) Adequate Yearly Progress (AYP) which aligns both the state and federal accountability systems. DA interventions increase as the percentage of AYP criteria is met and school grades decline. DA interventions are designed to address the root causes of poor student performance and are tiered to address schools that have relatively few subgroups that are not achieving AYP and those schools with widespread student performance issues. Integral measures for school improvement and raising student achievement levels under DA include focusing school improvement efforts, increasing leadership and educator quality, targeting professional development to school needs, aligning and pacing curriculum, using data to drive instruction and continuous improvement, provision of education choice, tutoring and monitoring. Any school not achieving AYP for two (2) consecutive years or a subsequent third year will be designed as DA school. The School and the requisite intensity of any interventions for it shall be categorized based on school grade and AYP. The School shall

not receive an "F" from the State's system of grading schools for two (2) years in a four (4) year period. If the School does receive an "F" for two years in a four-year period, such circumstances shall constitute a material breach of this Charter and good cause for its termination by the Sponsor. In addition, if the School receives an "F" or is designated as not making Adequate Yearly Progress (AYP) for any year, the SCHOOL agrees to participate in all Florida Department of Education assistance programs for SCHOOL improvement including, but not limited to, Florida's Differentiated Accountability ("DA") Model under Section 1008.33, Florida Statutes. If the FCAT performance of the School's students is equivalent to a grade of "F" in two (2) consecutive years, or in two (2) of four (4) consecutive years, such circumstances will constitute a material breach of this Charter and good cause for termination of this Charter by the Sponsor.

**Findings:**

- Imagine at North Lauderdale – 5171 has failed to make AYP in accordance with the provisions of NCLB for Six (6) consecutive years, as evidenced by the Florida School Grades Report
- During the 2007-2008 academic year, Imagine at North Lauderdale – 5171 received an "F" grade on the School's FLDOE School Accountability Report
- During the 2008-2009 academic year, Imagine at North Lauderdale – 5171 received a "D" grade on the School's FLDOE School Accountability Report
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- During the 2010-2011 academic year, Imagine at North Lauderdale – 5171 received an "F" grade on the School's FLDOE School Accountability Report

In addition, the Charter School's Agreement with the Sponsor provides as follows:

**ARTICLE 4: STUDENTS**

\* \* \*

**Section 4.H.6: English Language Learners:** Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL (a minimum of 60 hours each school year assigned to teach an ELL until the ESOL endorsement is added) provided by the school district in compliance with the LULAC, et al. v. State Board of Education Consent Decree. The School will meet the requirements of the Consent Decree entered in LULAC, et al. v. State Board of Education and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's ELL plan in identifying ELL students and for the provision of ESOL services.

**Findings:**

- Imagine at North Lauderdale – 5171 has failed to implement all required procedures, as stipulated by the Multicultural Education Training and Advocacy (META) Consent Decree, to address the needs of ELLs. Areas of deficiency identified during the October 13 and 14, 2011, ESOL Onsite Analysis visit included: programmatic assessment, accurate recordkeeping, monitoring, accommodations, home/school communication, ELL Committee Meetings, and personnel meeting ESOL training requirements, as evidenced by correspondence from the ESOL Services Department dated November 10, 2011.

- Following are specific areas of deficiency identified during the October 13 and 14, 2011, ESOL Onsite Analysis visit that directly affect the weighted Full Time Equivalent (FTE) funding received by the charter school for providing mandated services to ELLs:
  - Missing and incomplete ELLSEP folders
  - Failure to keep accurate records including signatures, assessment information, accommodations, etc.
  - Failure to ensure that data reported to the state (TERMS) is aligned to student documentation
  - Failure to follow established procedures for conducting ELL Committee meetings
  - Failure to exit students that met exit criteria
  - Failure to provide personnel dedicated and available to provide home language assistance
- A follow-up Onsite Analysis Visit was completed on January 23, 2012. Although some of the previous areas of deficiency appear to be improving, curriculum deficiencies were not addressed at the time of the visit and teacher certification deficiencies remain an issue. Additionally, Imagine at North Lauderdale -- 5171 has, for the past two years, been found to be noncompliant with the statutory requirements set forth by the META Consent Decree. ELL students were deprived of ESOL services for a substantial portion of time, and the academic progress that they could have achieved, cannot be recovered.

Although the Florida Legislature has permitted charter schools to be exempt from various portions of the Florida School Code, this state exemption does not extend to federal requirements nor does it excuse a charter school from certain specified state requirements. For example, Section 1002.33(16)(a)(4), Florida Statutes, requires charter schools to be in compliance with those statutes in Chapters 1000-1013 that pertain to civil rights. Charter schools are obligated by Section 1002.33(16)(a)(4), Florida Statutes, to comply with statutes relating to civil rights including Section 1003.56, Florida Statutes and its implementing rules, which ensure equal access for ELL students. Section 1002.33(16)(a)(4), Florida Statutes, makes it clear that charter schools serving ELL students in Broward County must be in compliance with those statutes pertaining to civil rights, including Section 1000.05, Florida Statutes relating to discrimination.

On August 14, 1990, an order was rendered by the United States District Court for the Southern District of Florida in the matter of League of United Latin American Citizens (LULAC) et al. v. Florida Board of Education, et al, Case No. 90-1913, "embodying actions and policies to be undertaken regarding... children's rights to equal educational opportunities." That court order has become known as the META (Multicultural Education and Training Advocacy) Consent Decree. The Florida Board of Education, the Florida Department of Education and the Commissioner of Education were parties to the LULAC case and agreed to the META Consent Decree. While no school districts or charter schools were parties to the LULAC case, all public schools are required to comply with the META Consent Decree which states that it is "binding upon the organizational entities on both sides of this matter, their successors in office, agents, employees, and all persons in active consent or participation with them."

Public schools in Florida include both district and charter schools. Section 1001.32(1), Florida Statutes, provides that the "district school system shall be considered as a part of the state system of public education." Similarly, Section 1002.33(1), Florida Statutes, provides that "[c]harter schools shall be part of the state's program of public education." As parts of the state system or program of public education, both district schools and charter schools are in "active consent or participation" with the State Board of Education, State Department of Education and the Commissioner of Education and are subject to the META Consent Decree.

In addition, the Charter School's Agreement with the Sponsor provides as follows:

**ARTICLE 14: MISCELLANEOUS PROVISIONS -- REMEDIAL MEASURES:**

\* \* \*

**Section 14.8: The School will implement and monitor procedures to address the needs of English Language Learners (ELL), including but not**

**limited to, identification, appropriate placement, required accommodations, and equal access to remedial and enrichment plans.**

**Findings:**

- Imagine at North Lauderdale – 5171 has failed to implement all required procedures, as stipulated by the META Consent Decree, to address the needs of ELLs. Areas of deficiency identified during the October 13 and 14, 2011, ESOL Onsite Analysis visit included: programmatic assessment, accurate recordkeeping, monitoring, accommodations, home/school communication, ELL Committee Meetings, and personnel meeting ESOL training requirements, as evidenced by correspondence from the ESOL Services Department dated November 10, 2011.
- A follow-up Onsite Analysis Visit was completed on January 23, 2012. Although some of the previous areas of deficiency appear to be improving, curriculum deficiencies were not addressed at the time of the visit and teacher certification deficiencies remain an issue. Additionally, Imagine at North Lauderdale – 5171 has, for the past two years, been found to be noncompliant with the statutory requirements set forth by the META Consent Decree. ELL students were deprived of ESOL services for a substantial portion of time, and the academic progress that they could have achieved, cannot be recovered.

**C. DEFICIENCY FOUND IN THE CHARTER RENEWAL APPLICATION**

The Superintendent's Charter School Review Committee has reviewed the Charter Renewal Application submitted by Learning Excellence of East Broward, Inc. (Imagine at North Lauderdale – 5171) and has determined that it does not meet the renewal criteria. Following is the documented Charter Renewal Application deficiency, which serves as a ground for non-renewal:

**EDUCATIONAL PERFORMANCE**

**Deficiency – State Accountability**

- The percent of students meeting high standards in reading, math, writing, and science is lower than both the state and district percentages.

	Imagine EI	District	State
Reading	39	67	62
Math	41	76	68
Writing	73	88	79*
Science	12	48	46*

\* Aggregate Writing and Science are not reported for the state, these numbers represent the average of tested grade levels.

- The percent of students making learning gains in reading and math is lower than the district percentage. Learning gains are not reported for the state.

	Imagine EI	District
Reading	50	61
Math	35	69

- The number of school grade points earned has decreased from 2008-2009 to 2009-2010 and from 2009-2010 to 2010-2011.

	Imagine EI
2011	353 (F)
2010	413 (D)
2009	418 (D)

**D. ALTERNATIVE TO RECOMMENDATION OF NON-RENEWAL**

As an alternative to a non-renewal recommendation, the Charter Agreement will be extended for one-year but will include an automatic termination clause that would allow for this year's FCAT results to determine whether the charter school reopens for the 2012-2013 school year. By agreeing to a one-year renewal with an automatic termination clause, your contract would be renewed for one year, but would automatically terminate should the Charter School's point allocation from the State's assessment program (FCAT), Section 1008.22, Florida Statutes, released the summer of 2012, equate to less than a "C" grade. Should your FCAT points and school grade indicate an improvement to a "C" or better grade, the school would operate under the one-year charter extension. Please note that it is the school's responsibility to inform the parents of the school's status in regard to potential closure and to provide the Sponsor with documentation that such notice has taken place.

Attached is a copy of the proposed Charter Agreement, which includes the automatic termination clause (see Article 2.D.5). If your charter school accepts these terms for renewal, please provide two executed copies of the Charter Agreement to Jody Perry, Director, Charter Schools Support, **no later than Wednesday, February 29, 2012**. The Charter Agreement will be placed on the agenda for The Board's approval at its March 20, 2012, RSBM. Should the District not receive your signed Charter Agreements by **Wednesday, February 29, 2012**, I will instead place the recommendation for non-renewal on the March 20, 2012, RSBM.

If you need additional information, please contact Jody Perry, Director, Charter Schools Support, at 754-321-2135.

Sincerely,



Robert W. Runcie  
Superintendent of Schools

RWR/JWH/LB/JP/MR: jc  
Attachments

- c: Dr. Joanne W. Harrison, Deputy Superintendent, Educational Programs & Student Support  
J. Paul Carland II, General Counsel  
Robert Paul Vignola, Deputy General Counsel  
Leslie M. Brown, Executive Director, Educational Programs  
Jody Perry, Director, Charter Schools Support  
Dr. Maria de L. Rodriguez, Coordinator, Charter Schools Support  
Governing Board Members, Learning Excellence of East Broward, Inc.  
Dave Gordon, Principal, Imagine North Lauderdale - 5171