

**FLORIDA SOUTHWESTERN COLLEGIATE HIGH SCHOOL, LEE
CHARTER SCHOOL CONTRACT**

Contents

SECTION 1: GENERAL PROVISIONS

- A) Approved Application
- B) Term of Contract
 - 1) Effective Date
 - 2) Term
 - 3) Startup Date/Instructional Calendar
 - 4) Deadline to Submit Items from Pre-Opening Checklist
 - 5) Charter Modification
 - 6) Charter Renewal
- C) Educational Program and Curriculum
- D) Non-Renewal/Cancellation Termination by Sponsor
- E) Non-Renewal/Cancellation Termination by School

SECTION 2: ACADEMIC ACCOUNTABILITY

- A) Student Performance
- B) Student Promotion
 - 1) School Student Promotion Policy
 - 2) Graduation Requirements
 - 3) Other Assessment Tools
- C) Data Access
- D) Records and Grading Procedure
- E) Student Assessment Data Reporting
- F) Progress Monitoring
- G) Accountability
- H) School Website

SECTION 3: STUDENTS

- A) Eligible Students
- B) Grades Served
- C) Class Size
- D) Annual Projected Enrollment
- E) Annual Capacity Determination
- F) Admissions and Enrollment Plan
 - 1) Racial/Ethnic Balance
 - 2) Non-Discrimination
 - 3) Non-Sectarian
- G) Maintenance of Student Records
- H) Exceptional Student Education/Students with Disabilities/
ESOL Students
 - 1) Non Discrimination Policy
 - 2) Sponsor's Responsibilities
 - 3) School's Responsibilities

- a) Free Appropriate Public Education (FAPE)
- b) Individual Education Plans (IEP's)
- c) Local Education Agency (LEA)
- d) Least Restrictive Environment
- e) Procedural Safeguards
- f) Federal and State Reports
- g) 504 Students
- 4) Services Covered by the Administrative Fee
- 5) Due Process Hearing
- 6) ESOL Students
- I) Dismissal Policies and Procedures
- J) Extracurricular Activities

SECTION 4: FINANCIAL ACCOUNTABILITY

- A) Revenue
 - 1) Basis for Student Funding
 - a) Student Reporting
 - b) Distribution of Funds Schedule
 - c) Adjustments
 - d) Millage Levy
 - e) Holdback/Proration
 - f) Categorical Funding
 - g) Summer School
 - 2) Federal Funding
 - a) Title I
 - b) IDEA
 - c) Federal Grants
 - 3) Charter School Capital Outlay Funds
- B) Sponsor Administrative Fee
- C) Restriction of Charging Tuition
- D) Allowable Student Fees
- E) Budget
 - 1) Annual Budget
 - 2) Amended Budget
 - 3) Proof of Start Up Funding
- F) Financial Records, Reports and Monitoring
 - 1) Maintenance of Financial Records
 - 2) Financial and Program Cost Accounting and Reporting for Florida Schools
 - 3) Financial Reports
 - a) Monthly Financial Reports
 - b) Annual Property Inventory
 - c) Program Cost Report
 - d) Annual Financial Audit
 - e) Reports
 - 4) School's Fiscal Year

- 5) Financial Recovery Plan and Corrective Action Plan Required by Statute and State Board of Education Rule
- 6) Expedited Review
- 7) Expedited Review Requirements
- G) Financial Management of School
- H) Description of Internal Audit Procedures
- I) Automated Data System
- J) Purchasing
- K) Food Service

SECTION 5: FACILITIES

- A) Prior Notification
 - 1) Deadline to Secure Facility
 - 2) Deadline to Submit Zoning Approvals and Certificate of Occupancy
 - 3) District Inspection of Facility
- B) Compliance with Building and Zoning Requirements
 - 1) Florida Building Code
 - 2) Florida Fire Prevention Code
 - 3) Applicable Laws, Ordinances and Codes of Federal, State and Local Government
 - 4) Capacity of Facility
- C) Location
- D) Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or about the Facility

SECTION 6: TRANSPORTATION

- A) Cooperation between Sponsor and School
- B) Reasonable Distance
- C) Transportation Compliance

SECTION 7: INSURANCE INDEMNIFICATION

- A) Indemnification of Sponsor
- B) Indemnification of School
- C) Sovereign Immunity
- D) Acceptable Insurers
- E) Commercial and General Liability Insurance
- F) Automobile Liability Insurance
- G) Workers Compensation/Employer's Liability
- H) School Leaders Errors and Omissions Insurance
- I) Property Insurance
- J) Applicable to all Coverages
 - 1) Other Coverages
 - 2) Deductibles/Retention
 - 3) Liability Remedies
 - 4) Subcontractors

- 5) Provision(s) for Cure
- 6) Default upon Non-Compliance
- 7) Approval by Sponsor
- 8) Combined Services Coverage
- K) Evidence of Insurance
 - 1) Time to Submit
 - 2) Notice of Cancellation
 - 3) Renewal/Replacement
 - 4) Excess/Umbrella Insurance
- L) Notice of Claims

SECTION 8: GOVERNANCE

- A) Not-For-Profit Corporation/Public or Private Employer
- B) Governing Board Responsibilities
- C) Public Records
- D) Reasonable Access to Records by Sponsor
- E) Sunshine Law
- F) Reasonable Notice
- G) Identification of Governing Board Members
- H) Changes in Governing Board
- I) Background Screening of Governing Board Members and Chief Administrator
- J) Conflict of Interest

SECTION 9: EDUCATION SERVICE PROVIDER

- A) Education Service Provider (ESP)
- B) Submission of Education Service Provider Agreement
- C) Amendments
- D) ESP Contract Amendments that Result in Material Change to Charter
- E) Change of ESP

SECTION 10: HUMAN RESOURCES

- A) Hiring Practices
 - 1) Reporting Staffing Changes
 - 2) Non-Discriminatory Employment Practices
 - 3) Teacher Certification and Highly Qualified
 - 4) Fingerprinting and Background Screening
 - 5) Non Sectarian
 - 6) Collective Bargaining
 - 7) Practices in Application
 - 8) Professional Experience
 - 9) Employee List
 - 10) Ethics
- B) Employment Practices
 - 1) Statutory Prohibitions and Restriction on Employment of Relatives

- 2) Compensation/Salary/Schedules/Evaluations/Contracts
- C) Sponsor Training of School's Employees
- D) Drug Free

SECTION 11: REQUIRED REPORTS/DOCUMENTS

SECTION 12: MISCELLANEOUS PROVISIONS

- A) Impossibility
- B) Notice of Claims/Evidence of Insurance
- C) Drug Free Workplace
- D) Entire Agreement
- E) No Assignment without Consent
- F) No Waiver
- G) Default Including Opportunity to Cure
- H) Survival Including Post Termination of Charter
- I) Severability
- J) Third Party Beneficiary
- K) Choice of Laws and Venue
- L) Notice
- M) Authority
- N) Conflict/Dispute Resolution
- O) Citations
- P) Headings
- Q) Law, Rule or Regulations as Amended
- R) Counterparts
- S) Warranties
- T) Binding Effect
- U) Legal Representation
- V) No Partnership
- W) Employee Status
- X) Incorporation of Application and Policy

CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT (the “Charter”), entered into this ____ day of June, 2015, by and between The School Board of Lee County, Florida, a body corporate operating and existing under the Laws of the State of Florida (hereinafter referred to as the “Sponsor”), and The District Board of Trustees, Florida SouthWestern State College, Florida, a Florida College System institution and political subdivision of the State of Florida, (hereinafter referred to as the “School”).

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

WHEREAS, the School has operated and desires to continue to operate a charter school within the Sponsor’s school district for the purposes set forth herein and in the School’s charter school application submitted August 1, 2009 and its renewal application submitted February 25, 2015, with subsequent amendments, which are attached hereto as Appendix 1 and incorporated herein by reference; and

WHEREAS, on October 20, 2009, Sponsor and School entered into a charter school contract (“Charter”) for the operation of the Edison Collegiate High School as a charter school under Section 1012.33, Florida Statutes; and

WHEREAS, aforementioned Charter was amended on June 24, 2014 to change the name of the charter school to Florida SouthWestern

Collegiate High School to coincide with the name change of the College;
and

WHEREAS, the charter as extended expires on August 31, 2015,
and

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

WHEREAS, Sponsor and School desire to renew the Charter for 15
years, pursuant to Section 1002.33(7)(b)2, Florida Statutes; and

WHEREAS, it is the intent of the parties that this Charter School
Contract 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:

SECTION 1: GENERAL PROVISIONS

Section 1.A) **Approved Application:**

The School's August 1, 2009 application, renewal application
submitted February 25, 2015, and any amendments thereto, to operate a
charter school named Florida Southwestern Collegiate High School, Lee,
which was approved for operation as a school serving students in grades
9-12, is appended hereto as Appendix 1 and is incorporated herein by
reference. If any provision of this Charter is inconsistent with Appendix
1, the provision of this Charter shall prevail. If any provision of the

applications are inconsistent, the most recently submitted application shall prevail.

Section 1.B) **Term of Contract:**

Section 1.B)1) **Effective date:** This Charter shall become effective upon the signing by both parties.

Section 1.B)2) **Term:** The Charter shall cover a term of fifteen (15) years commencing on September 1, 2015 and ending on June 30, 2030, except as otherwise provided in this Charter. The Charter may not be renewed or may be terminated as hereinafter provided.

Section 1.B)3) **Startup Date/Instructional Calendar:** The School's instructional calendar shall be consistent with that of the Sponsor's public school instructional calendar for each year of this Charter. The School shall provide instruction for at least the minimum amount of school days, as provided by law for public schools and may provide instruction for additional days. Students taking dual enrollment courses at Florida SouthWestern State College shall follow the college calendar.

Section 1.B)4) **Deadline to submit items from Pre-Opening**

Checklist: In order to operate the Charter School for the 2015-16 school year, the School shall have made final arrangements for a facility site no later than fifteen (15) calendar days before the first day of school, and the School shall, by that date, have approval from the authority in

whose jurisdiction the facility is located, pursuant to Section 1002.33(18), Florida Statutes.

Section 1.B)5) **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.

Section 1.B)6) **Charter Renewal:**

This Charter may be renewed by mutual written agreement of the parties, pursuant to Florida law. If the School desires to renew the Charter, it shall submit an application at least 120 days before expiration of the term of this charter. The application must include written documentation showing how each of the criteria in Section 1002.33(7)(a) have been met and verifying that none of the causes for termination established in Section 1.D)5) of this charter exist. If the School does not desire to renew the Charter or desires to terminate operation of the Charter School, it shall provide written notice of such to Sponsor at least 120 calendar days prior to the last day of school for students in the academic calendar, and in no event less than 120 days prior to Charter expiration or termination. The School shall be responsible for notifying its students 30 days in advance of termination or closing.

Section 1.C) **Educational Program and Curriculum:**

The School agrees to implement its educational and related programs as specified in Appendix 1. The School shall meet the following objectives as required by Section 1002.33, Florida Statutes:

Section 1.C)1) Improve student learning.

Section 1.C)2) Increase learning opportunities for all students with a special emphasis on low performing students.

Section 1.C)3) Encourage the use of innovative learning methods.

Section 1.C)4) Require the measurement of learning outcomes.

The School further agrees that its programs and operations shall be nonsectarian. The Sponsor shall ensure that the School is innovative and consistent with the state educational goals established by Section 1000.02, Florida Statutes. The School will adopt the Sponsor's school year calendar to provide instruction for at least the number of days required by law for other public schools. The course of study at the School is designed to enable students to meet the requirements for a high school diploma as well as an associate degree. The curriculum of all high school courses will be based upon the appropriate State Board approved Florida Standards and course descriptions. In addition, the School will follow the State Course Code Directory, with a focus on honors level and dual credit courses in English/language arts, social studies, science and mathematics. Additional courses in fine/performing arts, humanities, foreign language, physical education and other

graduation requirements will be provided by the School or through a virtual provider. The School will provide instruction to prepare students for college entry examination requirements. Students who meet College admission standards will participate in dual enrollment college level courses.

Section 1.D) **Non-Renewal/Cancellation and Termination
by Sponsor:**

Section 1.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 causes provided in Section 1.D)5).

Except when exercising its authority for the immediate termination of a charter school, the Sponsor shall provide written notification to the Governing Board 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 Board may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. Any such hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings. The administrative law judge shall conduct the hearing within sixty (60) days of receipt of the request and in accordance with Chapter 120, Florida Statutes. The Administrative Law Judge shall issue a recommended

order to the Sponsor. A majority vote by the Sponsor shall be required to adopt or modify the recommended order. The Sponsor's final order shall be submitted to the School's Governing Board within ten (10) days after adoption. Within Thirty (30) days of its receipt of the Sponsor's decision to decline a renewal of the Charter, the School's Governing Board may appeal the Sponsor's final order pursuant to Section 120.68, Florida Statutes.

Section 1.D)2) **Ninety Day Termination:**

During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed in Section 1.D)5) in accordance with the process and notice provisions required by Section 1002.33, Florida Statutes. Except when terminated immediately pursuant to paragraph 1.D)3), the Sponsor shall provide written notification to the School of a proposed termination of this Charter at least 90 days prior to 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 Board may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. Any such hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings. The administrative law judge shall conduct the hearing within sixty (60) days of receipt of the request and in accordance with Chapter 120, Florida Statutes. The Administrative Law Judge shall issue a recommended order to the

Sponsor. A majority vote by the Sponsor shall be required to adopt or modify the recommended order. The Sponsor's final order shall be submitted to the School's Governing Board within ten (10) days after adoption. Within Thirty (30) days of its receipt of the Sponsor's decision to terminate the Charter, the School's Governing Board may appeal the Sponsor's final order pursuant to Section 120.68, Florida Statutes.

Section 1.D)3) **Immediate Termination:** This Charter may be terminated immediately by the Sponsor pursuant to Section 1002.33(8)(d), Florida Statutes, if it sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety or welfare of the students exists. 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.

Section 1.D.3)a) **Notice of Planned Immediate Termination:**

The Sponsor shall notify in writing the School's Governing Board, the School 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.

Section 1.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 the pretermination hearing described in Section 1002.33(8)(b), Florida Statutes. The School's Governing Board may, within Ten (10) days after receiving the Sponsor's decision to terminate the Charter, request a hearing as described in Section 1.D)2). The hearing must be conducted within sixty (60) days after receipt of the request.

Section 1.D)3)c) **District Operation of School Pending Appeal:**

Unless the School has already ceased operations, or the continued operation of the School would materially threaten the health, safety or welfare of the students, the Sponsor shall assume operation of the School upon immediate termination and shall continue operating the School throughout any timely appeal by the School or if no appeal is filed until the time for filing an appeal has expired. 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. 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 1.D.3)c)(1) **Immediate Termination – Operations**

During Hearing and Appeal:

Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all of the keys to the School's facilities used in the operation of the charter school, along with all security system access codes and access codes for all computer based charter school dedicated resources 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.

In this charter contract the term "Public Funds" is defined to mean all funds received from or through the Sponsor for the support or operation of the charter school and the term "Public Property" is defined to mean all property purchased with Public Funds.

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 pertaining to charter school operations and not those pertaining to operating a state college and shall turn over to the Sponsor all of the school's remaining Public Funds and Public Property. If the School prevails in the hearing or appeal, the Sponsor shall, immediately, return to the 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 1.D)3)c)(2) **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 operation of the charter 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.

Section 1.D)3)c)(3) **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 funds any debts incurred by the School in order to avert a foreclosure or eviction.

Section 1.D)3)c)(4) **School Employees after Immediate Termination:**

The School's instructional and operational employees will be required to continue working in the charter school until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of requiring 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 1.D)3)c)(5) **Immediate Termination – Retrieval of Personal Items by School Personnel:**

If the School requests a hearing or appeals the immediate termination and is unsuccessful in the hearing and appeal (or if the School fails to timely file a request for hearing on 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 Board 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 1.D)3)d) **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 1.D)4) **Post Terminations Provisions:**

Section 1.D)4)a) **Financial and Operational Records:**

Upon termination or expiration of this Charter, the School agrees to deliver all school financial and operational records pertaining to the charter school to the Sponsor's Charter School Office immediately and without delay.

Section 1.D)4)b) **Student Records:**

Upon termination or expiration of this Charter, the School agrees to deliver student records pertaining to the charter school that the School is required by law to deliver to the Sponsor's Student Services Division immediately and without delay.

Section 1.D)4)c) **Property/Assets of the School:**

In the event the School ceases operation or is dissolved, or this Charter is not renewed or is otherwise terminated, any unencumbered Public Funds of the School pertaining to the operation of the charter school and not the operation of a state college shall revert to the Sponsor except for capital outlay funds. Capital outlay funds shall revert to the Florida Department of Education. The School will not be required to reimburse Federal Public Charter School Program funds received from the Florida Department of Education to the Sponsor. All of the School's property and improvements, including real property, furnishings and equipment purchased with Public Funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances as set forth in Section 1002.33(8)(e), Florida Statutes. The School shall not

enter into any contract which will interfere with the right of Sponsor to assert title to personal property on its own behalf or on behalf of the State of Florida in the event of termination of the charter for any reason. If the School's accounting records fail to clearly establish whether a particular asset used in the operation of the charter school was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.

Section 1.D)4)d) **Debts:**

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

Section 1.D)4)e) **Leases:**

If this Charter is not renewed or terminated, the Sponsor may, but is not obligated, to assume any lease for the School facility if the lease allows for such an assignment. Sponsor shall not be responsible for any expenses incurred under a lease unless voluntarily assumed in writing.

Section 1.D)5) **Causes for Non-renewal or Termination:**

Section 1.D)5)a) A failure by the School to meet the requirements for student performance stated in this Charter; or failure to accomplish

the purposes of a charter school stated in Section 1002.33, Florida Statutes;

Section 1.D)5)b) failure to participate in the State's education accountability system created in Section 1008.31, Florida Statutes;

Section 1.D)5)c) 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; 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;

Section 1.D)5)d) A violation of law by the School;

Section 1.D)5)e) Violation of any aspect of Lee County School Board Policy 2.28 or this Charter;

Section 1.D)5)f) Violation of Section 1002.33 (12) Florida Statutes;

Section 1.D)5)g) A finding by the School Board that the health, safety or welfare of the student(s) is threatened;

Section 1.D)5)h) Failure to correct deficiencies noted in a corrective action plan within one year of notice of the deficiency;

Section 1.D)5)i) Exhibiting one or more financial emergency conditions as specified in s.218.503 F.S. for two consecutive years;

Section 1.D)5)j) 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;

Section 1.D)5)k) The School's failure to maintain insurance coverage as described in this Charter;

Section 1.D)5)l) The School earns two (2) consecutive grades of "F", unless an exception of Section 1002.33(9)(n)4., Florida Statutes applies.

Section 1.D)5)m) Exhibiting a circumstance which establishes a deteriorating financial condition as specified in SBE Rule 6A-1.081.

Section 1.D)5)n) Expending more than \$10,000 of Public Funds for an expenditure after receipt of notice of termination or nonrenewal without written Sponsor approval, that is not within the budget submitted to the Sponsor, for attorney's fees incurred in the appeal, or for fees to obtain an independent audit.

Section 1.D)5)o) Any other good cause, as determined solely and exclusively by the Sponsor.

Section 1.D)6) School Responsibilities Upon Notice of Termination or Nonrenewal: Upon receipt of notice of intent to terminate or nonrenew the charter contract, School shall:

Section 1.D)6)a) Obtain a financial audit within thirty days after receipt of notice. Sponsor shall be provided a copy of the audit within seven (7) days of its issuance.

Section 1.D)6)b) Refrain from expending more than \$10,000 per expenditure of Public Funds without written Sponsor approval, unless the expenditure is included in the budget submitted to the Sponsor, is for attorney's fees incurred in the appeal, or is for fees to conduct an independent audit.

Section 1.D)7) Board Recovery of Inappropriate Expenditures: In the event School violates Section 1.D)6)b), the Sponsor may withhold the amount of inappropriate expenditure from future FTE distributions due the School. If there are no further FTE distributions due to School, School shall refund to sponsor the full amount of the inappropriate expenditure within thirty calendar days. Failure to provide the required refund within the prescribed timeframe shall result in imposition of a one 1% interest penalty imposed monthly. The parties agree that continued failure to refund the inappropriate expenditure shall entitle the Sponsor to a cause of action against the School and the person or entity receiving

the inappropriate expenditure, to recover such inappropriate expenditure and attendant attorney's fees with the prescribed interest.

Section 1.E) **Non-Renewal/Termination by School**

Section 1.E)1) **Non-Renewal/Termination:**

If the School desires to not renew the Charter at the end of the term of the Charter or to terminate the agreement for convenience prior to the end of the Charter term, it shall notify the Sponsor in writing of its intent to not renew or to terminate the Charter at least 120 calendar days prior to the last day of school for students in the academic calendar.

Section 1.E)2) **Winding Up:**

Upon notification to Sponsor of its desire to not renew or terminate the Charter, the School shall within a reasonable amount of time wind up all charter school affairs, collect all sums due to the charter school, pay its debts and transfer to Sponsor any unencumbered funds pertaining only to charter operations (and not to include Public funds received by Florida SouthWestern state College for the operation of a state college) that may remain, except as otherwise provided in Section 1002.33(8)(e), Florida Statutes.

SECTION 2: ACADEMIC ACCOUNTABILITY

Section 2.A) **Student Performance-Assessment Evaluation:**

The School agrees to implement the current baseline standard of achievement, the outcomes to be achieved and the methods of

measurement that have been identified in Appendix 1, or as otherwise provided by state law. The methods to be used to identify educational strengths and needs of students and the educational goals and performance standards are set forth in Appendix 1. Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments. 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 2.A)1) **Intentionally Left Blank**

Section 2.A)2) **Annual:**

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 that 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 and for other subjects shall be consistent with the state-adopted standards and be grounded in scientifically-based research. The School further agrees that its programs and operations shall be nonsectarian and shall ensure that its program is innovative and consistent with state education goals established by Section 1000.03(5), Florida Statutes.

Section 2.A)2)a) **School Improvement Plan:**

The School's Governing Board shall approve a School Improvement Plan ("SIP"), as applicable, in each year of this Charter, when required by Florida Statutes, by State Board Rule, or by other applicable rule.

Section 2.A)2)a)(1) **Minimum Components of SIP:**

During each year when the School is required to submit a School Improvement Plan, the School agrees to provide a School Improvement Plan that is in compliance with all state and federal requirements. If a school receives a grade of D or F, the School Improvement Plan must include a component specifically addressing efforts to raise student achievement. The School Improvement Plan shall also contain the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Accountability Plan submitted to the Sponsor. The School

Improvement Plan must require the clear identification of source 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. The School Improvement Plan shall comply with Sponsor Policy 3.08.

Section 2.A)2)a)(2) **Deadline for Governing Board Approval:**

When required to submit a School Improvement Plan, the School's Governing Board shall approve a School Improvement Plan ("SIP") each year concurrent with the Sponsor's School Improvement Plan approval timeframe.

Section 2.A)2)a)(3) **Monitoring:**

The School's Governing Board shall be responsible for monitoring the School's School Improvement Plan, should one be required.

Section 2.A)2)b) **Corrective Action**

Section 2.A)2)b)(1) **Options**

If the School receives three (3) consecutive school grades of "D", two (2) consecutive school grades of "D", followed by a grade of "F" or two (2) non consecutive school grades of "F" within a three (3) year period, the School shall submit a proposed corrective action for approval by the Sponsor from among the options listed below.

Section 2.A)2)b)(1)(a) Contract for educational services to be provided directly to students, instructional personnel and school administrators.

Section 2.A)2)b)(1)(b) Contract with an outside entity that has a demonstrated record of effectiveness to operate the School.

Section 2.A)2)b)(1)(c) Reorganize the School under a new Director or Principal who is authorized to hire new staff.

Section 2.A)2)b)(1)(d) Voluntarily close the School.

Section 2.A)2)b)(2) **Implementation**

The corrective action approved by the Sponsor shall be implemented by the School for a minimum of two (2) school years, beginning in the school year after the year in which the charter school receives a grade that results in the requirement for corrective action. The School is no longer required to implement a corrective action if it improves by at least one (1) letter grade. However, it will continue to implement strategies identified in the School Improvement Plan. If after two (2) full school years of implementing the corrective action, the School does not improve by at least one (1) letter grade, it must then submit a plan to the Sponsor to implement a different corrective action in the following school year. The Director or Principal of the School and a representative of the Governing Board of the School which is implementing a corrective action plan or a School Improvement Plan with specific measures to raise student achievement due to receipt of a school grade of "D" or "F", will appear before the Sponsor at least once a year to present information regarding the progress of intervention and support strategies.

Section 2.A)2)c) **Assessments:**

The School's student performance will be annually assessed as described in the School's approved application (Appendix 1), in this Charter, and as specified in the 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 education 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 each year that reading is a primary focus of the curriculum and that necessary resources will be 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 and for other subjects shall be consistent with state-adopted Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian 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 2.A)2)c)(1) **State Required Assessments:**

The School will annually administer all state-required assessments to its students, at the School's expense, within the State timeframe during each year of the term of the Charter. 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 material, 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.

Section 2.A)2)c)(2) **Additional 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 2.B) **Student Promotion:**

Section 2.B)1) **School Student Promotion Policy:**

The School agrees that its students shall be promoted in accordance with the Sponsor's Student Progression Plan.

Section 2.B)2) **Graduation Requirements:**

The School shall follow the procedures described in Appendix 1 to determine whether an enrolled student has met the requirements for graduation. The School shall not graduate, nor issue a high school diploma, to any student who has not met the graduation requirements as established in the Sponsor's Student Progression Plan and Florida Statute.

Section 2.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 2.C) **Data Access:**

The School agrees to allow the Sponsor reasonable access to review charter school data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid

determination about the degree to which student performance requirements have been met.

Section 2.D) **Records and Grading Procedures:**

Due to the possibility that students enrolled in the School may return to the regular public school system, the School shall utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures. The charter school shall maintain student records in the complete and exact form specified by current District protocols.

Section 2.D)1) The School shall maintain both active and archival records for current/former students in accordance with Section 1002.22, Florida Statutes.

Section 2.D)2) All permanent (Category A – Academic Information) records of students leaving the School, and transferring to the regular public school system, or withdrawing to attend another school, shall be promptly transferred and delivered by the School to the receiving school. All permanent records of students leaving the School, whether by graduation, transfer to the public school system or withdrawal to attend another school, must be transferred to the school system in accordance with state law and in full compliance with District protocols and procedures. Records of student progress must be transferred to the District if the student is returning to the District.

Charter schools must use the Florida Department of Education electronic data formats when submitting student information.

Section 2.D)3) Records of student progress (Category B – Educational Accommodation Information) shall be promptly transferred and delivered by the School to the appropriate school if a student withdraws to return to the Sponsor’s school system or to another school system. The School may retain copies of the departing student’s academic records created during the student’s attendance at the School.

Section 2.E) **Student Assessment Data Reporting:**

The charter school shall provide student assessment data, as required by s.1002.33 F.S. to each parent of a student at the charter school, the parent of a student on a waiting list for the charter school, the sponsor, and the Governing Board of the charter school. Such information shall also be posted on the charter school’s Web site.

Section 2.F) **Progress Monitoring:**

Section 1002.33(5)(b), Florida Statutes, requires the Sponsor to monitor and review the progress of the School towards the goals established for the charter school. The School shall make annual progress reports to the Sponsor which, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The School’s annual progress report shall be submitted to the Sponsor no later than August 20, each year for the immediately preceding school year. The School’s

annual report shall pertain to the operations of the charter school and not the operations of a state college. The report shall contain at least the following items:

Section 2.F)1)The School's progress toward achieving the goals outlined in its application:

Section 2.F)1)a) Learning gains of individual students as measured by established standardized test scores.

Section 2.F)1)b) Learning gains of the School's population as measured against a comparable District school population.

Section 2.F)1)c) Learning gains of the School's population measured against a comparable student population. Sponsor and School will agree on a comparable school population for comparison purposes.

Section 2.F)2) Student achievement performance data, including the information required in the annual public school accountability report and the education accountability system, pursuant to Sections 1008.31 and 1008.345, Florida Statutes. The School shall identify reasons for any difference between projected and actual student performance.

Section 2.F)3) Financial status of the School which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.

Section 2.F)4) Documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes.

Section 2.F)5) Descriptive information about the School's personnel, including salary and benefit levels of School employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

Section 2.F)6) School's plan for providing accelerated instruction to students who score at levels established through the state accountability system.

Section 2.F)7) A description of innovative learning methods used by the school to achieve academic goals.

Section 2.F)8) A statement describing the status of implementation of any corrective action plan or financial recovery plan.

Section 2.G) **Accountability:**

Section 2.G)1) The School shall participate in the State education accountability system.

Section 2.G)2) In the event School receives a "D" or "F" school grade, the Director or Principal of the School and a representative of the Governing Board shall appear before Sponsor to present information concerning noted deficiencies.

Section 2.H) **School Website**

The school shall maintain a website which displays information regarding the school; the school's academic performance; the names, telephone numbers and e-mail addresses of the governing board members; the name, telephone number and e-mail address of the local representative of the governing board; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and independent financial audit; the school's grade; the school's accreditation status; and minutes of governing board meetings. This information shall be provided in a publicly-accessible portion of the school's website, such that access to this information shall not require creation of a school or website account, use of a password or any other limiting factor.

SECTION 3: STUDENTS

Section 3.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 and any subsequent amendment to this agreement. 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 minimum enrollment is the lowest 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 as provided herein by October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of fiscal 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. To withdraw a student from a charter during the fourth quarter of the academic year, the School will require that parents/guardians first notify the District's Department of Student Assignment to obtain a waiver. During the fourth quarter of the academic year, the school may not initiate or complete a withdrawal without a waiver. The School may not enroll students over the age of 18 if that student has been identified as a dropout or if there has otherwise been a break in that student's school enrollment.

Section 3.A)1) **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. The School's minimum enrollment for the first year of operation is 200. The parties agree that this is the minimum enrollment that will support the School's operations. Failure to achieve the minimum enrollment by the October FTE reporting period and each following year constitutes good cause for termination or nonrenewal. The maximum enrollment shall be 400.

Section 3.B) **Grades Served:**

The School shall enroll eligible students in grades 9-12. Following the 2015-2016 school year, Juniors and Seniors shall qualify for and participate in dual enrollment at Florida SouthWestern State College.

Section 3.C) **Class Size:**

The School shall comply with the Class Size Reduction Amendment, Section 1, Article IX of the Florida Constitution, and such other requirements imposed on Florida Charter Schools by Statute or the Department of Education. The School shall comply with all class size reduction reporting requirements imposed by the Department of Education on the Sponsor. The School shall be held accountable for any violation of class size requirements. In the event funding to the District is withheld due to violation of class size requirements by the School,

Sponsor may withhold the amount of such penalties from future distributions due to the School.

Section 3.D) **Annual Projected Enrollment:**

The School shall provide to the Sponsor its projected FTE enrollment for the upcoming school year by no later than November 15 of the current school year during the term of this Charter.

Section 3.E) **Annual Capacity Determination:**

Any change to 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 cause the number of students present in the school facility to exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, or fire permit. School shall ensure it has employed a sufficient number of teachers so that the approved enrollment capacity will not cause school to exceed class size limitations of Florida Law.

Section 3.F) **Admissions and Enrollment Plan:**

The School shall admit and enroll students in accordance with Appendix 1 and Section 1002.33(10), Florida Statutes. The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building as set forth in Attachment 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings of students enrolled in the School, and children of employees of the School. By July 15th of each year, School will provide Sponsor a list of all applicants for enrollment. The list will note those students who were denied admission and include a detailed explanation for the denial. The list will also identify each applicant with a disability and specify the category of disability and how the school evaluated whether their program was an appropriate placement option. The School may not enroll students who have been assigned to an alternative school program unless and until that alternative school assignment has been satisfactorily completed. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

Section 3.F)1) **Racial/Ethnic Balance:**

The School agrees that it shall develop and implement strategies to achieve a racial/ethnic balance reflective of the community it serves. The

School shall comply with any provisions of the Sponsor's student assignment plan concerning racial/ethnic, socioeconomic, or academic achievement diversity.

Section 3.F)2) **Non-Discrimination:**

The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs. School agrees it shall not discriminate in employment or any educational program or activity based on race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, disability if otherwise qualified or any other unlawful factor. The School will not deny admission to, nor withdraw, a disabled student based on a finding that the student needs a service delivery model not presently in existence at the School. The School will include non-discrimination statements and statements of inclusion in any application handouts or brochures concerning the School and on the School website. Florida SouthWestern State College's current Equal Opportunity Statement is as follows: all programs, activities, employment and facilities of Florida SouthWestern State College are available to all on a non-discriminatory basis, without regard to race, sex, age, color, religion, national origin, ethnicity, disability, sexual orientation, marital status, genetic information or veteran's status. The College is an equal access/equal opportunity institution. Questions

pertaining to educational equity, equal access, or equal opportunity should be addressed to Title IX Coordinator/Equity Officer, 8099 College Parkway, Fort Myers, FL 33919, (239) 489-9305.

Section 3.F)3) **Non-Sectarian:**

The School shall guarantee that its admissions policies are non-sectarian.

Section 3.G) **Maintenance of Student Records:**

The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested. Student cumulative folders will be maintained as specified by the Sponsor and transferred immediately in proper condition when requested by the Sponsor. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the School. The School shall ensure that all student records are kept confidential in accordance with applicable state and federal law.

Section 3.H) **Exceptional Student Education/Students with Disabilities/ESOL Students:**

Students with disabilities who are enrolled in the School shall be provided with programs implemented in accordance with federal and state laws and local policies and procedures, specifically: the Individuals with Disabilities Education Improvement Act (IDEIA); Section 504 of the Rehabilitation Act of 1973; Sections 1000.05 and 1001.42(4)(1), Florida Statutes; Chapter 6A-6 of the Florida Administrative Code; the Sponsor's

Special Programs and Procedures document; School Board Policies relating to “Least Restrictive Environment,” “Nondiscrimination on Basis of Disability,” “Discipline of Disabled Students,” and sections of the Sponsor’s Student Progression Plan and Code of Student Conduct dealing with students with disabilities. The School will access training opportunities provided by the Sponsor to ensure compliance with the IDEIA.

Section 3.H)1) **Non-Discrimination Policy:**

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. The School will contact and consult the Lee County School District Staff when it believes it may not

be able to meet the needs of a disabled student. Such students will be referred for enrollment at a Lee County District School only when School and District Staff agree the student's educational needs cannot be met at the school. A seat will be held at the school for the applying student until a determination can be made.

Section 3.H)2) **Sponsor's Responsibilities:**

The Sponsor shall provide exceptional student education administration services.

Section 3.H)3) **School's Responsibilities:**

Section 3.H)3)a) **Free Appropriate Public Education (FAPE):**

The School shall provide a FAPE to each exceptional student enrolled in the School. The School will provide related aids and services to disabled students to the extent required to ensure provision of a free, appropriate public education.

Section 3.H)3)b) **Individual Education Plans (IEPs):**

The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP development, and placement. The School will schedule and conduct an IEP meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School. The Sponsor will be invited to participate in the IEP meetings. School staff will work closely with the Sponsor's staff to discuss the

needed services (including all related services and programs) of the School's students with disabilities.

Section 3.H)3)c) **Local Education Agency (LEA):**

The School will serve as the LEA at all IEP meetings for all students. The Sponsor will serve as the LEA at all eligibility staffings.

Section 3.H)3)d) **Least Restrictive Environment:**

The School will make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Section 3.H)3)e) **Procedural Safeguards:**

Parents of students with disabilities shall be afforded notice of procedural safeguards in their native language, as provided by the Florida Department of Education.

Section 3.H)3)f) **Federal and State Reports:**

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

Section 3.H)3)g) **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 3.H)4) **Services Covered by the Administrative Fee:**

Sponsor shall provide exceptional education administration services as part of the services for which it receives an administrative fee pursuant to Section 1002.33 (20), Florida Statutes.

Section 3.H)5) **Due Process Hearing:**

The School will provide legal representation, at its own cost, selected after consultation with the Sponsor in any legal or quasi-legal activity regarding the educational program or placement afforded ESE or 504 students attending or admitted to the School, such as mediation, due process hearings, appeals, other court action, or a formal complaint.

In the event School fails to timely provide representation, Sponsor may provide such representation and School will reimburse Sponsor for all costs of doing so. School shall also reimburse Sponsor for payment of

billings from the Division of Administrative Hearings for provision of services in such matters.

Section 3.H)6) **ESOL Students:**

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

Section 3.I) **Dismissal Policies and Procedures:**

The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and the School's Code of Student Conduct in the operation of the charter school. The School will adopt and implement the Sponsor's Code of Student Conduct

to be applicable to the operation of the charter school. The Sponsor recognizes that the School maintains an additional Code of Conduct and related policies which are applicable to the School's college students, including dually enrolled students. Such policies shall not be subject to this Section 3.I). The School may not dismiss an otherwise qualified student from attendance except for causes for expulsion as contained in the Sponsor's Code of Student Conduct and in accordance with the School's dismissal process. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention 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 Lee County Public Schools, School will cooperate in providing information and testimony needed in any legal proceeding. The School will not transfer an enrolled student to another charter school or any other School of the District without written parental approval. Students will be assigned to an alternative school only through the process established by Lee County School Board Policy, and will be expelled from Lee County Public Schools only if approved by the Lee County School Board. Students with disabilities will be disciplined only in accordance with requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act. The School may not adopt any rules less restrictive than the Sponsor's Code of Student Conduct. To the extent that the School adopts any charter

schools student conduct rules more stringent than the Sponsor's Code of Student Conduct, the School will provide copies of such regulations to the Sponsor prior to adoption. This requirement does not apply to the College's Code of Student Conduct or related regulations. The School must ensure that no improper pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School. The School must provide sufficient training and oversight to staff members to prevent improper withdrawals. The School shall promptly readmit and reenroll any student who has been inadvertently or improperly withdrawn

Section 3.J) **Extracurricular Activities:**

School shall refer Charter School students for participation in extracurricular activities at Sponsor schools only in accordance with Policy 4.07 and Section 1006.15, Florida Statutes. All such students will be assigned to a school through Sponsor's Student Assignment Office.

SECTION 4: FINANCIAL ACCOUNTABILITY

Section 4.A) **Revenue:**

Section 4.A)1) **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 levy, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School.

Section 4.A)1)a) **Student Reporting:**

The School will accurately report its student enrollment to the Sponsor as required in Section 1011.62, Florida Statutes, and in accordance with the definitions in Section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools. School agrees to complete initial enrollment and provide a report of enrolled students by May 12 of each year. In the months of July and August, such reports shall be provided weekly by submission each Monday of the month until such time as the school year begins. The reports required by this paragraph shall include each student's name, grade, student identification number and date of birth. School will designate a staff member who will attend all FTE and data training workshops offered by Sponsor in order to facilitate the registration process.

Section 4.A)1)b) **Distribution of Funds Schedule:**

The Sponsor shall make every effort to ensure that the School receives timely and efficient distribution of funds. Payments shall be made on a monthly basis in arrears based upon the estimated number of FTE students in membership during the FTE survey period. Funding shall be withheld without penalty to the Sponsor pending compliance with Section 1. B) 4) regarding annual submission of a certificate of occupancy and Section 7. K) 1) concerning annual submission of proof of insurance. Subsequent payments shall be adjusted to reflect actual full time equivalent student enrollment. The Sponsor's payment to the School shall be issued not later than 10 working days after the Sponsor receives state or federal funds. If a warrant for payment is not issued within 10 working days after receipt of funding by the Sponsor and receipt of an annual projection or documentation supporting an adjustment based on an increase in WFTE count from the School, unless due to failure of school to submit documents as described above, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at the rate of 1 percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the 10-day period until such time as the warrant is issued. The annual projection and the results of the full-time equivalent student membership surveys will be used in determining the amount of funds distributed to the school. Nothing in this section shall be construed to require the

Sponsor to disburse federal funds that have not yet been drawn down by the Sponsor, or to disburse federal funds which must be retained by the Sponsor in order to comply with applicable grant rules.

Section 4.A)1)c) **Adjustments:**

Total funding for the School shall be recalculated during the year to reflect the revised calculations under FEFP by the State and the actual WFTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education.

Section 4.A)1)d) **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 4.A)1)e) **Holdback/Proration:**

In the event of a statewide holdback or proration which reduces the Sponsor's district funding, the School's funding will be reduced proportionately in accordance with Section 1002.33(17), Florida Statutes. In the event the Sponsor's district exceeds the state cap for WFTE in any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE. If the Sponsor receives notice of an FTE or other funding

adjustment which is attributable to noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. ***If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice to the School, which shall within thirty (30) days refund the amount of the assessment.*** If the School fails to open, through no fault of the Sponsor, the School shall reimburse the full amount of any funding provided by the Sponsor. Additionally, if the School is terminated or nonrenewed, it shall reimburse to Sponsor any and all FTE, pertaining to charter school operations, distributed, but unearned by the School. The School shall reimburse the full amount to the Sponsor within thirty (30) days. The School will be responsible for an additional fee of 1% per month on the unpaid balance after 30 days from the date of notice of such assessment. In the event School fails to provide such reimbursement and Sponsor must file legal action to seek recovery, School shall reimburse Sponsor for all litigation costs, including attorney's fees, upon receipt of a court order granting relief to Sponsor.

Section 4.A)1)f) **Categorical Funding:**

If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds made available in the FEFP by

the Legislature, including transportation, minus the administrative fee. The School shall provide the Sponsor with documentation in the form of the annual financial report, that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within 30 days of notice of such expenditures.

Section 4.A)1)g) **Summer School:**

If a student enrolled in a School attends any of the Sponsor summer school programs, the School shall reimburse the Sponsor for the cost as determined by the Sponsor of each student's summer school program. If the School fails to comply with this provision, the Sponsor may deduct the appropriate amount from the School's subsequent FTE payments.

Section 4.A)1)h) **Dual Enrollment**

If a student enrolled in the School wishes to take classes through School's dual enrollment program, the School shall fund costs of the student's attendance as required by statute from the FTE funding received for that student. Sponsor shall not be responsible to fund the cost of participation in dual enrollment by School's students.

Section 4.A)2) **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 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. For Federal or State grants in which the Sponsor is the fiscal agent or partner, the Sponsor will deduct the full amount of allowable indirect costs in all cases in which such costs are allowed by the funder. For the special case of charter school-specific grants in which the funder allows indirect costs only when there is an agreement between the School and the Sponsor, the School voluntarily agrees that the Sponsor will deduct a reduced indirect rate of 2%. The Sponsor will be entitled to suitable direct costs (as agreed to by the School and the Sponsor) for administration of grants in which indirect costs are prohibited by the funder. The School shall comply with applicable Sponsor policy, procedures and internal deadlines for grant programs in which the Sponsor is the fiscal agent or partner for grant programs.

Section 4.A)2)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. The per pupil allocation of Title I funds will correlate with the per pupil allocation of the home school. 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%) of 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 inservice opportunities and other dates and information pertinent to the School's compliance with this Charter.

Section 4.A)2)b) **IDEA:**

The 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 inservice opportunities and other dates and information pertinent to the School's compliance with this Charter.

Section 4.A)2)c) **Federal 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 School's 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 a charter 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 grants funds will be provided to charter schools in the same manner as traditional public schools.

Section 4.A)3) **Charter School Capital Outlay Funds:**

Charter School Capital Outlay funds for which the School may be eligible will be remitted to the School within 10 working days of the receipt of such funds by the Sponsor.

Section 4.B) **Sponsor Administrative Fee:**

The Sponsor shall retain the maximum administrative fee allowable under Statute for the Sponsor's costs of administrative and educational services the Sponsor is required to provide by Section 1002.33(20)(a), Florida Statutes. This administrative fee shall be withheld only for enrollment up to and including the number of students permitted by Statute. If the School's enrollment exceeds that maximum number of students used in the administrative fee calculations, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in Section 1013.62(2), Florida Statutes. Unless otherwise agreed, the Sponsor will charge the School for any services beyond those required by Section 1002.33 (20)(a), Florida Statutes, at the following rates:

For staff time: hourly rate + proportional benefits

For copies of documents: 15 cents/page.

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

Section 4.C) **Restriction on Charging Tuition:**

The School agrees to comply with Section 1002.33(9)(d), Florida Statutes, by not charging tuition or registration fees for charter school admission and enrollment, including dual enrollment of charter school students.

Section 4.D) **Allowable Student Fees:**

The School may charge fees normally charged by other public schools. The School shall notify parents/guardians that it will waive

such fees when notified by parents/guardians that the fee poses an obstacle to accessing the educational program. An itemized and specific schedule of all fees for any and all items required of students, including but not limited to school uniforms, supplies, locks, locker rental, binders, agenda books, parking fees, and equipment, will be submitted to the Sponsor not later than the first student day of school each year. If students are required to use a sole-source vendor for any item or service relating to their high school attendance, the school must submit to Sponsor an educational rationale for requiring each sole-source vendor.

Section 4.E) **Budget:**

Section 4.E)1) **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.

Section 4.E)1)a) **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 4.E)1)b) **Date to Submit 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 March 31 of the preceding school year.

Section 4.E)2) **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 4.F) **Financial Records, Reports and Monitoring:**

Section 1002.33(5)(b)1.b., Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the School.

Section 4.F)1) **Maintenance of Financial Records:**

The School shall maintain and provide access to Sponsor 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 4.F)2) **Financial and Program Cost Accounting and Reporting for Florida Schools:**

The School agrees that it will submit to the Sponsor in a timely manner, the information specified in Section 1010.20, Florida Statutes.

Section 4.F)3) **Financial Reports:**

Section 4.F)3)a) **Monthly Financial Reports:**

The School will provide a monthly financial report to the Sponsor. The financial report is a cumulative report, and the last report of the fiscal year will constitute the annual report. The School shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as the means of codifying all transactions pertaining to its operations, or an alternative accounting structure acceptable to the Sponsor. The report shall be in the format prescribed by the Governmental Accounting Standards Board and shall contain a balance sheet and a statement of revenue, expenditures and changes in fund balance.

Section 4.F)3)b) **Annual Property Inventory:**

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

Section 4.F)3)c) **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 September 1 of each year.

Section 4.F)3)d) **Annual Financial Audit:**

The School agrees to obtain an annual audit in compliance with the Governmental Accounting Standards Board (GASB), federal, state and school district regulations showing all revenues received, from all

sources, and all expenditures for the period July 1 through June 30 of that year. The audit shall be conducted by an accountant certified under the laws of the State of Florida and paid for by the School. The School shall provide the unaudited financial statements to Sponsor by August 1 of each year. The School shall provide the Sponsor with a copy of such an audit, as well as any responses to the auditor's finding by September 1 of each year. If such statements show a negative fund balance for two consecutive years, not including the first year of operation, such shall be considered failure by the School to meet generally accepted standards of fiscal management and therefore good cause for nonrenewal or termination of this Charter pursuant to Section 1. D). The Sponsor reserves the right to perform additional audits or reviews as part of the Sponsor's financial monitoring responsibilities as it deems necessary, at the Sponsor's expense. The Sponsor will notify the School of this procedure in a timely manner. Such audits may be performed at any time after approval of this contract. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this Charter.

Section 4.F)3)e) **Reports:**

The parties agree that the Sponsor, with reasonable notice, may request at any time and the School shall within a reasonable amount of time provide, reports on the School's operations and student

performance. Such reports shall be in addition to those required elsewhere in this Charter.

Section 4.F)4) **School's Fiscal Year:**

The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

Section 4.F)5) **Financial Recovery Plan and Corrective Action Plan as Required by Statute and State Board of Education Rule:**

If a Charter School audit reveals a deficit financial position or that one or more of the conditions evidencing a state of financial emergency as defined in Section 218.503, Florida Statutes, have or will occur if action is not taken, the auditors are required to notify the Charter School Governing Board, the Sponsor, and the Commissioner of Education within seven (7) working days after the finding is made. A 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. If the audit reveals a state of financial emergency, the School shall, within 30 days after receipt of the audit, submit a detailed financial recovery plan to the Sponsor and the Commissioner of Education.

Section 4.F)6) **Expedited Review:**

The School shall be subject to the expedited review if it:

Section 4.F)6)a) Fails to provide for an annual audit.

Section 4.F)6)b) Fails to provide the monthly, quarterly or annual financial report.

Section 4.F)6)c) Is shown by the monthly, or quarterly financial statement or annual audit to have a deteriorating financial condition as defined by §1002.345, F.S. and SBE Rule 6A-1.0881.

Section 4.F)6)d) Is in a state of financial emergency as defined in §218.503 F.S.

Section 4.F)7) **Expedited Review Requirements:**

If notified it is in a state of expedited review, the School shall:

a) Submit a corrective action plan to the sponsor within 15 business days of notification.

b) Submit a financial recovery plan to the sponsor within 30 business days of notification as required by Section 4.F)5), in the event the expedited review is imposed due to a financial emergency condition.

c) Submit any and all documents, reports, and information reasonably requested by the sponsor to determine the cause of and assist in remedying the condition resulting in the need for expedited review.

d) Submit to an audit by sponsor staff of any and all records reasonably requested by sponsor for the purposes described in the previous paragraph.

Section 4.G) **Financial Management of School:**

The School shall conduct fiscal management of the charter school's operations in accordance with the School's governing laws and rules, the provisions of this Charter and the School's approved application (Appendix 1).

Section 4.H) **Description of Internal Audit Procedures:**

The School will establish internal audit procedures and controls sufficient to ensure financial resources are properly managed. The procedures shall be as described in the School's governing laws and rules, the provisions of this charter and the School's approved application (Appendix 1).

Section 4.I) **Automated Data System:**

The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. By the 12th day of each school term, the School will enter all information required for enrollment of its students into the Sponsor's mainframe. The School may amend such data prior to the first FTE count. The data elements shall include but not be limited to the following:

- 1) ESE data;
- 2) Grade level assignment;

- 3) Required health information;
- 4) Required discipline codes/incident data;
- 5) Daily attendance;
- 6) Transportation;
- 7) Student schedules;
- 8) Teacher demographics;
- 9) Master schedule;
- 10) ESOL/migrant codes;
- 11) Grades/grading period/grading scale;
- 12) ERW (entry, re-entry, withdrawal) information;
- 13) Test scores;
- 14) Demographic information;
- 15) Academic history and transcripts;
- 16) Student lunch information as required, including a listing of students eligible for free and reduced meals, with supporting documentation.

Section 4.J) **Purchasing:**

The School will be allowed to purchase goods through use of any contract the Sponsor holds with a vendor in which the vendor agrees to provide products for a certain price to all schools of the District. The School may also participate in Sponsor's bulk purchasing program.

Section 4.K) **Food Service:**

Food service to the School is the responsibility of the School. The School shall provide food services as required by state and federal law, including free and reduced cost meals for eligible students. The School will apply annually for a sponsorship agreement with the Florida Department of Agriculture and Consumer Services and the National School Lunch Program in order to be eligible to receive reimbursement for students qualifying for free or reduced meals.

SECTION 5: FACILITIES

Section 5.A) **Prior Notification:**

Section 5.A)1) **Deadline to Secure Facility:**

The School shall secure an approved facility as described in Section 1. B) 4) no later than fifteen (15) calendar days before the first day of school. Failure to provide Sponsor timely notice of securing such a facility shall result in actions described in Section 1. B) 4).

Section 5.A)2) **Deadline to Submit Zoning Approvals and Certificate of Occupancy:**

The School shall provide proof of zoning approvals and a certificate of occupancy for the facility to the Sponsor no later than fifteen (15) calendar days before the first day of school. Failure to timely provide Sponsor such documents shall result in actions described in Section 1. B) 4).

Section 5.A)3) **District Inspection of Facility:**

The School agrees that its facility will be open to inspection by the Sponsor, and that all state, federal and local facility inspection requirements will be timely completed.

Section 5.B) **Compliance with Building and Zoning**

Requirements:

Section 5.B)1) **Florida Building Code:**

The School agrees to use facilities which comply with the Florida Building Code and applicable state minimum building codes.

Section 5.B)2) **Florida Fire Prevention Code:**

The School agrees to use facilities that comply with the Florida Fire Prevention Code and any state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located.

Section 5.B)3) **Applicable Laws, Ordinances and Codes of Federal, State and Local Government:**

The School agrees to operate in compliance with Section 1013.12, Florida Statutes, with respect to casualty, safety, sanitation and fire safety standards and inspection. It will be the School's responsibility to ensure all requirements of Section 1013.12, Florida Statutes, and Section 69A-58.004, Florida Administrative Code are met. School is responsible to make all contacts with, and requests of, local governments responsible for establishing safety measures and devices at the School, including but not limited to school speed zones, school crosswalks,

sidewalks, crossing guards, and traffic lights. School shall provide a copy of floor plans for any facility it proposes to use as a School and any revisions to such floor plans by September 1 of each fiscal year. No later than four (4) weeks before the first day of school, School will provide Sponsor with a signed contract to perform the annual Fire Safety Inspection. The inspection may be performed by a Fire District, an independent licensed Fire Safety Inspection Service or Sponsor. Within seven (7) days of receipt or May 1 of each year, whichever is earlier, the School will provide a copy of the Fire Safety Inspection Report to the Sponsor. The report will include a plan to promptly address any deficiencies. The responsibility to address such deficiencies and any liability resulting from failure to do so lies solely with the School.

Section 5.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's 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 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 5.C) **Location:**

Section 5.C)1) **School's Street Address with Folio Number:**

The School shall provide Sponsor the street address and folio number of the facility to be used no later than four (4) weeks before the first day of school.

Section 5.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 any applicable laws, ordinances and codes of federal, state and local governance. Approved use of a temporary facility for a period of more than sixty (60) days will require approval of Sponsor's Superintendent.

Section 5.C)3) **Relocation:**

The School shall notify the Sponsor no less than ninety (90) days prior to any relocation. Any such relocation must be agreed to by Sponsor's Superintendent.

Section 5.C)4) **Additional Campuses:**

The development by the School of additional campuses 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 5.D) **Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or about Facility:**

It is expressly understood that the use of church owned facilities shall not be considered acceptable if the Sponsor has reason to believe the School is functioning as a parochial school in that facility. This should not be interpreted as approving of the establishment of a parochial school in any secular facilities. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this Charter.

SECTION 6: TRANSPORTATION

Section 6.A) **Cooperation between Sponsor and School:**

The School will provide transportation to its students consistent with the requirements of Chapter 1006, Part I E., Florida Statutes. Transportation will not be a barrier to equal access for all students residing within Lee County. The School will be required to transport students in a manner consistent with Chapter 1006, Part I E., Florida Statutes, Chapter 6A-3 of the Florida Administrative Code, the requirements of Federal Law and any student assignment system adopted by the School Board.

Section 6.B) **Reasonable Distance:**

Transportation will not be a barrier to equal access for all students residing within the Lee County School District.

Section 6.C) **Transportation 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 by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor 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: INSURANCE AND INDEMNIFICATION

Section 7.A) **Indemnification of Sponsor:**

Subject to Section 768.28, Florida Statutes, and strictly limited to the financial limits therein, the School agrees to indemnify, defend with competent counsel, selected by the School, and agrees to hold the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities,

including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 7.A)1) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 7.A)2) the School's material breach of this Charter or law;

Section 7.A)3) any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

Section 7.A)4) any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections as referenced in paragraph 5. B) 3);

Section 7.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, intentional wrongful act or failure to act, misconduct or culpability of the Sponsor's employees, its members, officers, subcontractors, or others acting on its behalf in connection with and arising out of their services within the scope of this

charter. Section 7.A)6) professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or Board of Directors;

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

Section 7.A)8) 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 to an enrolled student or failure to furnish services provided for in a student's individual education plan;

Section 7.A)9) any violation by School of the Florida public records or open meetings law.

The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, nonrenewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial

General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

Section 7.B) **Indemnification of School:**

Subject to the monetary limitations established in Section 768.28, Florida Statutes, the Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor with the School's reasonable approval and agrees to hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 7.B)1) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 7.B)2) the Sponsor's material breach of this Charter or law;

Section 7.B)3) any failure by the Sponsor to pay its suppliers or any subcontractors;

Section 7.B)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 negligence, intentional wrongful act or failure to act, misconduct or culpability of the School's employees, its members, officers, subcontractors or others acting on its behalf in connection with and arising out of their services within the scope of this charter.

Section 7.B)5) professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or Board of Directors.

Section 7.C) **Sovereign Immunity:**

Notwithstanding anything herein to the contrary, or in any policies or incorporated documents, neither party waives any of its sovereign immunity and any obligation of one party to indemnify, defend or hold harmless and including any obligation to provide a legal defense of the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject strictly to the monetary limitations established by Section 768.28, Florida Statutes

Section 7.D) **Acceptable Insurers:**

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

Section 7.D)1) **Certification:**

Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's

Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

Section 7.D)2) **Replacement:**

If during the period when an insurer is providing insurance required by the Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements.

Section 7.E) **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 7.E)1) **Liabilities Required:**

The School's insurance shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

Section 7.E)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/three million dollars (\$3,000,000) annual aggregate.

Section 7.E)3) **Deductible/ Retention:**

Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars (\$1,000) per occurrence.

Section 7.E)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 7.E)5) **Additional Insureds:**

The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insured" on the required Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured 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 School District of Lee County, Florida, its members, officers, employees and agents as additional insured."

Section 7. F) **Automobile Liability Insurance:**

If the School owns or leases vehicles or contracts for transportation services in conjunction with the operation of the charter school, the School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

Section 7.F) 1) **Liabilities Covered:**

The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Charter.

Section 7.F)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 Contract.

Section 7.F)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.

Section 7.F)4) **Additional Insured:**

The School shall include the Sponsor and its members, officers, employees and agents as additional insured on the required automobile liability insurance in the event it leases vehicles from the Sponsor. The certificate of insurance shall be clearly marked to reflect "The School District of Lee County, Florida, its members, officers, employees and agents as additional insured." The automobile liability insurance shall not be required if School, in the operation the charter school, does not own or lease automobiles or contract for the provision of transportation services. At Sponsor's request, School shall provide confirmation of no vehicle ownership in conjunction with the operation of the charter school.

Section 7.F)5) **Contracted Transportation Services:**

If the School does not own or lease vehicles in the operation of the charter school, but contracts for student transportation services, this automobile liability insurance requirement may be met through insurance obtained by the transportation provider and submitted to Sponsor by the School.

Section 7.G) **Workers Compensation/Employer's Liability:**

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

Section 7.G)1) **Coverages:**

The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability 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 7.G)2) **Minimum Limits:**

Subject to restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum limits for employer's liability (inclusive of any amount provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) by accident/each accident, one million dollars (\$1,000,000) by disease/each employee and one million dollars (\$1,000,000) annual aggregate. Should the Charter

School lease employees, it shall provide certified proof that the corporation from which it leases service maintains Workers' Compensation coverage in compliance with this paragraph.

Section 7.H) **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 School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

Section 7.H)1) **Form of Coverage:**

The School Leader's Errors and Omissions Liability Insurance shall be documented on a form presented to the Sponsor and shall cover the School for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Charter, including all responsibilities imposed on the School by this Charter.

Section 7.H)2) **Coverage Limits:**

The insurance shall be subject to a maximum deductible not to exceed one hundred thousand dollars (\$100,000) per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be three million dollars (\$3,000,000) per claim/three million dollars (\$3,000,000) annual aggregate.

Section 7H)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 three (3) years after termination or nonrenewal of this Contract.

Section 7.H)4) **Fidelity Bond/Crime Coverage:**

The School shall provide a blanket fidelity bond or crime coverage covering all employees on an occurrence basis in the amount of not less than one hundred thousand dollars (\$100,000).

Section 7.H)5) **Additional Insured:**

The School shall include the Sponsor and its members, officers, employees and agents as additional insured on the required errors and omissions insurance. The certificate of insurance shall be clearly marked to reflect "The School District of Lee County, Florida, its members, officers, employees and agents as additional insured."

Section 7.I) **Property Insurance:**

The School shall maintain hazard insurance on buildings and property it owns during the term of this Charter. The School will provide proof of such insurance and its renewals to Sponsor. The property insurance may be subject to a deductible of no more than \$10,000.

Section 7.J) **Applicable to All Coverages**

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

Section 7.J)1) **Other Coverages:**

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

Section 7.J)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.

Section 7.J)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 7.J)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.

Section 7.J)5) **Provision(s) for Cure:**

The School shall cure any non-compliance with this Section 7 of the Charter within thirty (30) days of the School's receipt from the Sponsor of written notice of the non-compliance.

Section 7.J)6) **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 7.J)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 7.J)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 7.K) **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 7.K)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 coverage, four (4) weeks before 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. The insurance shall be maintained in force, without interruption, until this Charter is terminated. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this Charter.

Section 7.K)2) **Notice of Cancellation:**

Each certificate of insurance shall provide and require that the Sponsor shall be given written notice in the number of days established by Board Policy 2.28, prior to cancellation.

Section 7.K)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. School must notify Sponsor of any contemplated changes in insurance coverage. Such changes will not occur without Sponsor approval.

Section 7.K)4) **Excess/Umbrella Insurance:**

If an excess or umbrella insurance policy is used to meet limits required for any category of insurance, the certificate of insurance shall

specify for which form(s) of insurance the excess or umbrella policy is providing increased limits.

Section 7.L) **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 provision (a “Third Party Claim”) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

SECTION 8: GOVERNANCE

Section 8.A) **Not-for-Profit Corporation/Public or Private Employer:**

The School will operate as a public employer.

Section 8.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; shall perform all duties

assigned to a district school board by Florida Statute; and shall perform all duties set forth in the School's approved application (Appendix 1) and the following duties and responsibilities:

Section 8.B)1) Annually adopt and maintain an operating budget and submit its approved budget to the Sponsor by March 31 of each year, along with a copy of the minutes of the meeting showing approval of the budget by the Governing Board;

Section 8.B)2) Retain the services of a certified public accountant or auditor for the annual financial audit of the charter school, who shall submit the report to the Governing Board;

Section 8.B)3) Review and approve the audit report, including audit findings and recommendations for the financial recovery plan;

Section 8.B)4) Monitor a financial recovery plan or corrective action plan in order to ensure compliance, if applicable;

Section 8.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 8.B)6) Exercise continuing oversight of the School's operations;

Section 8.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 8.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 8.B)9) Make full disclosure of the identity of all relatives employed by the School in the operation of the charter school in accordance with Section 1002.33(7)(a)18, Florida Statutes;

Section 8.B)10) Adopt policies establishing standards of ethical conduct for instructional personnel and School administrators in accordance with Section 1002.33(12)(g)3, Florida Statutes;

Section 8.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 8.B)12) Appoint a local representative who resides in the District and whose contact information will be provided annually to parents and posted on the charter school's website.

Section 8.B)13) Hold at least two (2) public meetings per school year in the School District, which are physically attended by the School Principal and local representative.

Section 8.B)14) Comply with the standards of conduct set out in Sections 112.313(2), (3),(7) and (12) and 112.3143, Florida Statutes;

Section 8.B)15) Avoid all conflicts of interest, including but not limited to being employed by, owning or serving on the Governing Board of any entity which contracts with the School;

Section 8.B)16) Demonstrate financial competence and adequate professional experience;

Section 8.B)17) 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 8.B)18) 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 8.B)19) Be responsible for the overall policy decision making of the School, in consultation with the School's staff, including the approval of the curriculum and the annual budget;

Section 8.B)20) 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 8.B)21) Designate one administrative employee to be held responsible for performance of duties assigned to a district school Superintendent by Florida Statute.

Section 8.C) **Public Records:**

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

Section 8.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 relevant to the operation of the School 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 8.E) **Sunshine Law:**

The governing body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings. Such meetings will be open to the public, and the minutes shall be available for public review. All meetings of the School's Governing Board and School Advisory Council, and advisory committees to the Governing Board, shall be open to the public and

properly noticed pursuant to Section 286.011, Florida Statutes, relating to public meetings. As to all meetings of the School for which minutes are required pursuant to Florida law, a copy of such minutes shall be provided by the School to the Sponsor upon request.

Section 8.F) **Reasonable Notice:**

The Governing Board will provide the Sponsor with reasonable notice of the date, time and place of its meetings. The School's Governing Board meetings shall take place locally and in a physical location and facility that is easily accessible to the Sponsor and to the School's parents, students and employees, be publicized in advance to the school community and be open to the public pursuant to Section 286.011, Florida Statutes (the Sunshine Law). The School agrees to hold meetings of its Governing Board within Lee County at least once per quarter during the School year. The School principal and appointed local representative shall be physically present at each meeting. Parents/Guardians shall be encouraged to attend. There will be an opportunity for the public to make comment at each Governing Board Meeting. Notification will be available in languages other than English, where appropriate, e.g., Spanish and Haitian-Creole. 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.

Section 8.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 bylaws if such are adopted subsequent to the submission of Appendix 1. 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 appoint a local representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns and resolve disputes. The local representative shall reside in Lee County. The School shall annually provide the parents in writing the names of the members of the School's Governing Board and the local representative and a means by which they may be contacted.

Section 8.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 as set forth in the Governing Board's bylaws. 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 bylaws.

Section 8.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 first appearance on the charter school campus. Any person serving in any capacity with the School or its Governing Board must meet Level 2 screening requirements 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, unless the Sponsor has the results of such a test as a result of performing the test itself or through a contracted provider all associated costs related to 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 Member 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 or any crime involving moral turpitude.

Section 8.J) **Conflict of Interest:**

The School shall use no public funds received from or through the Sponsor to purchase or lease property, goods, or services from any director, officer, or employee of the School or the spouse, parent, child, stepchild or sibling of any director, officer or employee, or from any business in which any officer or employee has an interest nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity, unless an exemption listed in Section 112.313(12), Florida Statutes, applies. No members of the School's Governing Body will receive financial benefit from the School's operations.

SECTION 9: EDUCATION SERVICE PROVIDER

Section 9.A) **Education Service Provider (ESP):**

The School will use the services of the Education Service Provider as described in Appendix 1. 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 prior to 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 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 9.B) **Submission of Education Service Provider Agreement:**

If any Education Service Provider will be managing the School's operations, the contract between the ESP and the School shall be submitted to the Sponsor prior to approval of this Charter.

Section 9.C) **Amendments:**

All proposed amendments to the contract between an ESP company and the School shall be submitted in advance to the Sponsor for review. A copy of any amended ESP services agreement shall be provided to the Sponsor within five (5) days of its execution.

Section 9.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 9.E) **Change of ESP:**

School shall provide written notice to Sponsor 30 days before the effective date of any contract it enters into with an Education Service Provider. A copy of the contract shall be provided. School shall also provide written notice to Sponsor 30 days before terminating its contract with an Education Service Provider. The notice shall include reasons for the intended termination.

SECTION 10: HUMAN RESOURCES

Section 10.A) **Hiring Practices:**

The parties to this Charter agree that the School shall select its own employees.

Section 10.A)1) **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 within the charter school operations. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The charter school will complete and submit all required personnel reports, including employee database surveys, in accordance with due dates required by the Sponsor or the Florida Department of Education. The School agrees to provide the Sponsor with the name and contact information of a designated person that will be authorized to update the Sponsor provided Charter School Information Management System (CSIMS) to collect the required FLDOE survey requirements. The designated authorized person will update the Charter School Information Management System promptly with staff new hires and terminations.

Section 10.A)2) **Non-Discriminatory Employment Practices:**

The School agrees that its employment practices shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida Educational Equity Act.

Section 10.A)3) **Teacher Certification and Highly Qualified:**

Charter school teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Florida Statutes. The School governing board may employ or contract with skilled selected noncertified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012, Florida Statutes, and as provided by State Board of Education rule for charter school governing boards. The School may not employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School may not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety. The School agrees to disclose to the parents of its students and to the Sponsor the qualifications of its teachers as required by law. Pursuant to the requirements and definitions of the No Child Left Behind Act of 2001, P.L. 107-110, all teachers of core academic subjects will be highly qualified. In the event that the School receives ESEA Title I, Part A funding, then the school shall comply with all applicable requirements as described in Title I of that law, including but not limited to credential requirements for teachers and education paraprofessionals. When

requested by Sponsor, School shall provide documentation to establish compliance with this paragraph.

Section 10.A)3)a) **Remedy for Not Meeting Highly Qualified:**

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

Section 10.A)4) **Fingerprinting and Background Screening:**

The School shall require all employees, including contracted employees, its Board of Directors, and contractual personnel who are permitted access to the charter school grounds when students are present, who have direct contact with students or who have access to or control of school funds to comply with the fingerprinting and background screening requirements of Sections 1012.32 and 1012.465, Florida Statutes. School shall ensure volunteers are screened as required by Section 943.04351, Florida Statutes.

Section 10.A)5) **Non Sectarian:**

The School agrees that its employment practices shall be nonsectarian.

Section 10.A)6) **Collective Bargaining:**

The School agrees its employees should have the option to bargain collectively in accordance with Section 1002.33, Florida Statutes.

Section 10.A)7) **Practices in Application:**

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 Appendix 1.

Section 10.A)8) **Professional Experience:**

The School agrees to provide reasonable demonstration of the professional experience or competency of those individuals or organizations employed or retained to provide professional services. The School shall provide a current listing of such person(s) or organization(s) upon request by the Sponsor.

Section 10.A)9) **Employee List:**

The School agrees to provide to Sponsor a list of all charter school employees' names and Social Security numbers within fifteen (15) days of the first day of school each year. The School will designate a staff member to attend all Florida Department of Education Staff Survey Workshops presented by Sponsor. The School will promptly supply all staff information required for reporting to the Florida Department of Education.

Section 10.A)10) **Ethics:**

The School agrees to adopt policies establishing standards of ethical conduct for instructional personnel and school administrators in the form required by Section 1002.33, Florida Statutes. The School

agrees it will not employ instructional personnel or school administrators in any position that requires direct contact with students if the applicant is ineligible for employment due to conviction of an offense within Section 1012.315, Florida Statutes. The School agrees that before employing instructional personnel or school administrators in any position that requires direct contact with students, the charter school shall conduct an employment history check, including contacting the applicant's previous employer and use of educators screening tools provided by the Department of Education. The School agrees to disclose any employee misconduct when providing instructional personnel or school administrators with employment references or discussing the employee's performance with respect to employers in another educational setting.

Section 10.B) **Employment Practices:**

The School's employment practices shall be in compliance with its application (Appendix 1).

Section 10.B)1) **Statutory Prohibitions and Restriction on Employment of Relatives:**

The charter school shall fully disclose the identity of all relatives, as defined in s.1002.33 F.S. employed by the charter school, related to the charter school, president, superintendent, principal, assistant principal, a governing board member or any other person employed by the charter school who has decision making authority. The School shall not employ an individual whose relative, as defined by Section.1002.33,

Florida Statutes, advocated such employment and is an officer or employee of the School with authority to employ or recommend employment. The Governing Board of the School shall not take action to appoint a relative, as defined by Section.1002.33, Florida Statutes, of a member of the School's Governing Board.

Section 10.B)2) **Compensation/Salary/Schedules/Evaluations/Contracts:**

The School shall comply with provisions of the Florida School Code concerning compensation salary schedules, evaluations and contracts for instructional employees and school administrators as required by Section 1002.33, Florida Statutes. The school may not enter into a contract with an employee with a term that exceeds the term of this charter contract.

Section 10.C) **Sponsor Training of School's 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 under the following terms.

Section 10.C)1) **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. The terms of this section do not apply in cases when the School receives a proportionate share of the federal funds.

Section 10.C)2) **Participation in Non-Federally Funded Training:**

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 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 10.D) **Drug Free:**

The School will establish and maintain an alcohol and drug-free workplace, pursuant to the Drug-Free Workplace Act of 1988, 42 USC §

701 et seq. and rules at 34 CFR Part 85 Sub-Part F. In addition, if the charter school employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and Section 1012.45, Florida Statutes.

SECTION 11: REQUIRED REPORTS/DOCUMENTS

The School will provide all documents required of it pursuant to the approved application (Appendix 1), this Charter, Sponsor Policy 2.28, or the School's governing laws and rules on the date(s) that the reports and documents are due to the Sponsor.

SECTION 12: MISCELLANEOUS PROVISIONS

Section 12.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 12.B) Notice of Claims/Evidence of Insurance:

The School shall provide notice of claims and evidence of insurance as required in Section 7. K) and L).

Section 12.C) Drug Free Workplace:

The School shall be a Drug-Free workplace as required by Section 10. D).

Section 12.D) **Entire Agreement:**

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

Section 12.E) **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, without the consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.

Section 12.F) **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. No consent or waiver, express or implied, by either party to the Charter or any breach or default by another in the performance of any obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by such party hereunder. Except as

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

Section 12.G) **Default Including Opportunity to Cure:**

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 the existence of which leave no reasonable possibility of an effective cure, 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 12.H) **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 12.I) **Severability:**

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

Section 12.J) **Third Party Beneficiary:**

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

Section 12.K) **Choice of Laws and Venue:**

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

Section 12.L) **Notice:**

Every notice, approval, or consent authorized or required by this Charter shall not be effective unless it is in writing and sent postage prepaid by United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith: All notices to be given shall be in writing, and may be served by a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested or b) by delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail in accordance with the provisions hereof shall be deemed to have been given on the third day following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. 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 or delivered at the addresses or facsimile numbers set forth below:

If to Board:
Attention: Superintendent
2855 Colonial Boulevard
Fort Myers, FL 33966-1012
Telephone: (239) 337-8301
Telecopier: (239) 337-8378

If to Charter School:
Attention: Dean, School of Education
Florida Southwestern State College
8099 College Parkway
Fort Myers, FL 33919
Telephone: (239) 489-9319

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

Section 12.M) **Authority:**

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

perform its obligations hereunder, and each party agrees to supply to the other party, upon request, evidence of such right and authority.

Section 12.N) **Conflict/Dispute Resolution:**

Subject to the applicable provisions of Florida Statutes 1002.33, as amended from time to time, disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, shall be resolved according to the dispute resolution process below.

1) **Identify Problem:** The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.

2) **Response; Informal Meeting:** The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.

3) **Mediation:** If parties are unable to reach agreement, they will jointly appoint a Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation

service. If free mediation services are available through Florida State Resolution Center or another entity, the parties may mutually agree to use such services. The parties shall share cost of mediation equally.

4) **Resolution:** Upon resolution of the problem, a responsible person for both parties will develop a joint written explanation indicating resolution. This document will be retained with this Charter. If an amendment to this charter is necessary, both parties will submit the amendment for action.

5) **Legal Remedies:** If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies or may mutually agree to arbitration of the dispute using the services of the American Arbitration Association.

Implementation of this provision shall not be required when the Sponsor has provided notice of intent to terminate or nonrenew the charter.

Section 12.O) **Citations:**

The Parties will comply with Section 1002.33, Florida Statutes, and any regulations adopted by the State Board of Education or other state agency, or amendments thereto, pertaining to charter schools, and all applicable federal, state and local laws pertaining to civil rights and student health, safety and welfare.

Section 12.P) **Headings:**

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

Section 12.Q) **Law, Rule or Regulation as Amended:**

Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, rule or regulation as it may be from time to time amended.

Section 12.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 12.S) **Warranties:**

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

Section 12.T) **Binding Effect:**

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

Section 12.U) **Legal Representation:**

The parties acknowledge that each has 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 12.V) **No Partnership:**

It is understood and agreed that nothing contained in the Charter shall be deemed or construed as creating a partnership or joint venture between the Sponsor and School or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

Section 12.W) **Employee Status:**

Any contract pertaining to charter school operations entered into by the Charter School and a third party must provide that the third party is not an employee of the Sponsor and is not entering into a contract with the Sponsor.

Section 12.X) **Incorporation of Application and Policy:**

This Charter incorporates by reference all representations made in the Application (Attachment 1) and amendments thereto and all requirements in Board Policy 2.28 and any of its future revisions. School agrees to meet all such representations in its Application and fulfill all requirements of the Board Policy. If there is a conflict between Board Policy 2.28 and this charter, the terms of the charter shall control.

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

THE SCHOOL BOARD OF
LEE COUNTY, FLORIDA

By: 

Chairman

APPROVED

AUG 25 2015

SCHOOL BOARD OF
LEE COUNTY

CHARTER SCHOOL

By: 

Dr. Jeffery S. Allbritten

President,
Florida South Western State College

Approved as to Form:

By: 
School Board Attorney

