

STA GOVERNING BOARD
MEMBER PACKET
EMERGENCY VIRTUAL
MEETING
July 6, 2020

SouthTech Charter Academy, Inc.

Vacant - Superintendent
Eileen Turenne, STA/STSC High School Principal

SOUTHTECH CHARTER ACADEMY, INC.
STA Governing Board Emergency Virtual Meeting Agenda
July 6, 2020

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call: Board Secretary – Confirm Quorum Present**

Roger Dunson	Ayesha Edmond	Russell Feldman
Dan Heller	Diane Heinz	Robert Kesten
Carl McKoy	Suzanne Nicolini	James Notter
- 4. Open Meeting Act Statement:** Chairperson asks if public notice has been made.
- 5. Introduction and Purpose of the Meeting – *James Notter, Board Chair***
- 6. Public Comments on Agenda Items – *Five (5) Minutes Maximum Each Person***
- 7. Introduction of Consent Agenda for SOUTHTECH ACADEMY – *Board Chair (Superintendent Vacancy)***

Old Business
None.

Administrative Items
None.

Personnel Items
None.

Financial Items
None.

Emergency Items
E-1 I recommend that the Board approve the renewal Conversion Charter Contract entered into as of the 6th day of July 2020, by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and SOUTHTECH CHARTER ACADEMY, INC.
- 8. Poll Board for Items to be Pulled for Comment or Questions**
- 9. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**

Introduced by _____ Seconded by _____
All in favor _____ Opposed _____
- 10. Approval of Each Pulled Item (Item-by Item) – *Introduction by Board Chair (Superintendent Vacancy)***
- 11. Public Comments on non-Agenda Items – *Five (5) Minutes Maximum Each Person***

12. Board Comments

13. Motion to Adjourn

Introduced by: _____

All in favor: _____ Opposed: _____

Time _____

**Board Meeting
July 6, 2020**

**Governing Board of Directors
SouthTech Charter Academy, Inc.**

**Agenda Item
E-1**

Motion:

I recommend that the Board approve the renewal Conversion Charter Contract entered into as of the 6th day of July 2020, by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and SOUTHTECH CHARTER ACADEMY, INC.

Summary Information:

The term of this Charter shall be fifteen (15) years commencing on July 1, 2020 and ending on June 30, 2035 unless amended by the parties. The location of SouthTech Charter Academy, Inc shall be at the following address: 6161 W. Woolbright Road, Boynton Beach, FL 33437-3935.

In order for our renewal Charter Contract to be placed on the PBSB Board Agenda for review and approval by the School Board at their next scheduled Special Meeting, July 15, 2020, four (4) properly executed hard copies are required to be at the District legal counsel's office by or before July 7, 2020. Their next scheduled meeting is July 29, 2020.

Attachments: SouthTech Charter Academy, Inc. Conversion Charter Contract 2020-2035

Presented By:

James Notter, Board Chair

Financial Impact:

Provided for in the Proposed SY21 year SouthTech Charter Academy budget.

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

THIS CHARTER entered into as of the ___ day of _____, 2020, by and between

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

and

SOUTH TECH CHARTER ACADEMY, INC.

1300 SW 30th Avenue
Boynton Beach, Florida 33426

a non-profit organization

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
SOUTH TECH CHARTER ACADEMY, INC.
CONVERSION CHARTER SCHOOL CONTRACT

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THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
SOUTH TECH CHARTER ACADEMY, INC.
CONVERSION CHARTER SCHOOL CONTRACT

THIS CONVERSION CHARTER SCHOOL CONTRACT is executed by and between the Palm Beach County School Board [“School Board” or “Sponsor”], and South Tech Charter Academy, Inc., a Florida not-for-profit organization under Chapter 617, Florida Statutes, a public charter school [“School”], pursuant to Section 1002.33, Florida Statutes, as now or hereafter amended.

WHEREAS, the Sponsor has the authority pursuant to section 1002.33, Florida Statutes, to grant to a non-for-profit organization a charter to operate a charter elementary/middle/high school within the School District; and

WHEREAS, the School is a Florida not-for-profit organization and desires to operate a charter school within the Palm Beach County, Florida School District (“District”) for the purposes set forth in section 1002.33, Florida Statutes, and in the School’s Charter School Application, which is attached hereto as Appendix 1 and incorporated herein by reference; and

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of this Conversion Charter School Contract and applicable laws; and

WHEREAS, the School has established the mission of the charter school as South Tech Charter Academy’s core mission is to graduate students prepared for work, higher education, and productive citizenship. The vision of South Tech Charter Academy is to provide high school students with an innovative, educational alternative leading to high school graduation and a viable career.

WHEREAS, the School has been identified as a Local Education Agency (“LEA”) by the Florida Department of Education, as defined by Section 1002.33(25)(b), effective March 10, 2016; and

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

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth herein, which the parties agree are true and correct recitals, the parties agree as follows:

Definitions

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

Application shall mean the School's application for a Charter (including amendments and renewal) as submitted to and approved by the School Board.

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

Charter Contract shall mean this charter contract entered into between the School and the Sponsor.

County shall mean Palm Beach County, Florida.

District shall mean the School District of Palm Beach County, Florida as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

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

School and *Charter School* shall mean SOUTH TECH CHARTER ACADEMY, INC.

Sponsor or *School Board* shall mean the School Board of Palm Beach County, Florida as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

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

Section 1 – General Provisions

This Charter is hereby authorized and granted to the School as of the _____ day of _____, 2020 in accordance with and subject to the provisions of section 1002.33, Florida Statutes, applicable State Board of Education rules relating to charter schools, the School Board's Charter School Policy (currently Policy 2.57), and the terms and conditions of this Charter.

The above recitations of facts set forth in the preceding “Whereas” clauses are expressly incorporated herein and form a part of the terms of this Charter.

A. Application is Approved. The Application (including any supplementation through additional materials submitted and accepted by the Sponsor and/or statements made by the applicant during the interview) was approved by the Sponsor on September 2, 2003. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control. All attached appendices are incorporated herein and made a part of this Contract.

B. Term of Charter

1. Effective Date. This Charter shall become effective on the date it is approved by the both parties or signed by both parties, whichever date is later.

2. Term. The term of this Charter shall be fifteen (15) years commencing on July 1, 2020 and ending on June 30, 2035 unless amended by the parties or terminated sooner as provided herein.

3. Start-Up Date

a. For the first year of operating under this Charter the School shall begin classes on the same day as the Sponsor or at such other time as otherwise agreed to by the Parties. The school cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this contract and as stated below in subsection c. In the event that the School has not submitted all Pre-Opening documents the School shall be afforded the opportunity to take one (1) planning year. The planning year does not extend the term of this Contract. Failure to open the School within 24 months of application approval is good cause for termination of this Charter. The School may defer opening of its operations for up to 2 years to provide time for adequate facility planning. The School must provide written notice of its intent to defer opening to the Sponsor and parents of enrolled students at least 30 calendar days before the first day of school.

If the School defers opening, the term of this Charter will be adjusted to reflect cancellation of one or two years of the term (as applicable) and the student enrollment breakdown as stated in the application will be adjusted to reflect the cancellation of the first year or first two years (as applicable) and the last Year 15 of this Charter will reflect the maximum capacity permitted. The last year of the term of the Charter, stated above in Section 1, B, 2, does not change. If the School defers opening but does not open

after two years, this Charter will be automatically terminated with no notice, hearing, right to appeal or further action required of the Sponsor.

- b. For each school year, the initial start-up date of the School shall be consistent with the beginning of the Sponsor’s public school calendar for each school year, unless otherwise agreed by both parties in writing. The School shall provide instruction for at least the number of days and the minimum number of instructional minutes required by law for other public schools. Instructional days beyond the minimum must be reviewed and approved by the Sponsor prior to implementation. After the School’s calendar is approved by the Sponsor, any ~~subsequent~~ modification must be approved by the Sponsor prior to implementation. Violation of this provision may result in withholding of FTE, without penalty of interest, and/or termination of Charter.
- c. In order to operate a charter school, this School shall have “Authorized Facilities,” which comply with the requirements of section 1002.33 (18), Florida Statutes. All documents relevant to the School’s acquisition or use of a facility for the operation of the School, including but not limited to the Building Code approvals, all necessary permits, licensing, certificate of occupancy, local jurisdictional code approvals (zoning approvals consistent with type of use, fire and health inspections), use approvals, occupational license (letter of exemption), deed and/or lease agreements, facility certification, and any other approvals required by the local government, shall be obtained and copies provided to the Sponsor no later than the dates specified for these items, in accordance with the Sponsor’s Opening School Checklist—PBSD 2414 Charter School Opening of School Checklist (Appendix 5 hereto). [The checklist references those items that are mandatory.] If the required dates within the Checklist for the opening year vary from those within this Charter, the dates on the Checklist control. The School cannot open without providing the mandatory items needed to open a school. Failure to comply, absent a deferral, shall result in automatic termination of the Charter with no notice or further action required of the Sponsor.

4. Charter Modification

- a. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is executed and in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

- b. In addition, this Charter shall be automatically modified to reflect any and all new mandates to any and all applicable Federal, State, and local regulations, rules, statutes, ordinances, and laws. Unilateral modification of this Charter in any way is a breach of said Charter and the Charter may be terminated. Whenever the Charter is amended, it shall be updated to comply with current State and Federal law and regulations, School Board policies relating to charter schools and to consider the School Board's current standard Charter.

5. Charter Renewal

- a. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. This includes a demonstration of the success of the School's current academic program, achievement of the goals and objectives required by State accountability standards, successful accomplishment of the criteria under section 1002.33(7) (a) and (b), Florida Statutes, the viability of the organization, compliance with the terms of the Charter, and that none of the statutory grounds for nonrenewal exist. The School must provide documentation relating to these items. If the program review reveals significant deficiencies in any of these areas, that would constitute good cause for non-renewal of the Charter.
- b. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.
- c. The School shall respond to the Sponsor's reasonable requests for information and shall reasonable assist the Sponsor in the renewal process when seeking renewal.
- d. At least 90 days prior to renewing the Charter, the Sponsor shall notify the Governing Board of the School in writing of its proposed action to renew, unless there are grounds for non-renewal as stated in Section 1.D. of this Charter.

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

C. Education Program and Curriculum

1. Any material change to the education program and/or curriculum as described in the approved Application or Charter must be submitted in writing to the Sponsor and requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter. This includes the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, as it may from time-to-time be amended, or ~~implement an alternate District approved plan~~ or an alternate plan that is compliant with federal and State law, the META (Multicultural Education, Training, and Advocacy, Inc.) consent decree, and has been approved by both the Sponsor and the Florida Department of Education. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter. The School will employ appropriate instruments, with documented validity and reliability that will be used to measure and monitor growth of students, and collaborate as appropriate with outside professionals to develop and select the appropriate evaluative instruments.
6. The School shall use methods to identify the educational strengths and needs of students. The School will measure how well educational goals and performance standards are met by students attending the charter school. The methods shall provide a means for the School to ensure accountability to its

constituents by analyzing student performance data and by evaluating the effectiveness and efficiency of its major educational programs. The School is subject to the same accountability requirements as other public schools, including reports of student achievement information that link baseline student data to the School's performance projections identified in the charter. The School shall identify reasons for any difference between projected and actual student performance.

7. The School agrees to encourage the use of innovative learning methods in its programs, and operations. The School shall meet the the education goals established by section 1000.03(5), Florida Statutes.

8. The School complies with this statutory requirement through providing Career Academy instruction supported by robust academic programs. The two educational disciplines combined fulfill the school's mission statement component: "to graduate students prepared for work, higher education, and productive citizenship". The school may utilize Block Schedule format to leverage student achievement in Career Academy instruction. Sponsor's student information system shall accommodate the Block Schedule currently used by the school, and Sponsor shall provide the resources and personnel for these services. In the event, the current Block Schedule System is revised, the School shall be responsible for any and all applicable revisions, at its sole expense. Prior to Sponsor's commencement of any work, Sponsor shall provide School with an estimate of costs for School's approval.

D. Non-Renewal/Termination

1. Non-Renewal/Termination of this Charter. This Contract may be terminated during its term for any lawful reason, including but not limited to, those specified in State law and/or this Contract. Notices of non-compliance, non-renewal, termination, and default may be issued by the Sponsor's Superintendent or the Superintendent's designee, after appropriate authorization by the School Board. . Per section 1002.33 (8), Florida Statutes, the Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth in section 1002.33(8), Florida Statutes.

- a. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established in Section 2.A of the Charter.
- b. Failure to meet generally accepted standards of fiscal management.

- c. Material violation of law.
- d. The School's knowing failure to comply with the provisions within section 1002.33 (12) (g), Florida Statutes, relating to employees.
- e. Other good cause shown, which includes, but is not limited to, any of the following:
 - i. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;
 - ii. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
 - iii. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
 - iv. Failure by the School to provide the District with access to records as required by law or this Charter;
 - v. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
 - vi. Violation by the School of any court order pertaining to the operation of the School;
 - vii. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
 - viii. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan

and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

ix. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

x. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

xi. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

xii. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

xiii. Failure by the School to comply with all applicable laws, rules, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA), Internal Revenue Service rules, the Family Educational Rights and Privacy Act (FERPA), and applicable laws relating to English Language Learners (ELL).

xiv. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;

xv. Willfully or recklessly failing to manage public funds in accordance with the law;

xvi. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

xvii. Failure to maintain the minimum number of Governing Board members per their Bylaws for more than 30 days;

xviii. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;

xix. Failure to timely comply with providing all financial reports and statements in the format specified by the Sponsor or the School's annual financial audit;

xx. Failure to timely submit an acceptable School Improvement Plan to the Sponsor, if one is required;

xxi. Failure to cooperate with the Sponsor's Inspector General during an audit, review, or investigation;

xxii. Failure to cooperate with the Sponsor's reasonable requests during any of its monitoring or review activities;

xxiii. Failure to achieve and maintain the minimum student enrollment set forth in this Charter Contract or as mutually agreed upon by the parties and provided for within the School's approved budget.

2. Process for Non-Renewal and Terminations of this Charter, Other than Immediate or Automatic Terminations. Except for an immediate or automatic termination, the Sponsor shall notify the Governing Board in writing at least ninety days prior to non-renewing or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

- a. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
- b. A request for a hearing must be authorized by a vote in compliance with the Sunshine Laws of the Governing Board and be submitted pursuant to the Notice provisions of this Charter Contract ~~pursuant to the Notice provisions of this Contract.~~ by filing a petition with the School Board's Clerk pursuant to School Board's Charter Schools Policy (currently 2.57). The petition must be legally sufficient and

timely under the terms and provisions of sections 120.569(2) (c) and 120.54(5) (b) 4, F.S., and Rules 28-106.201 and 28-106.104, F.A.C.

3. Grounds and Process for Immediate Termination of this Charter

- a. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.
- b. A request for a hearing must be authorized by a vote in compliance with the Sunshine Laws of the Governing Board and be submitted by filing a petition with the School Board's Clerk pursuant to School Board's Charter Schools Policy (currently 2.57). The petition must be legally sufficient and timely under the terms and provisions of sections 120.569(2) (c) and 120.54(5) (b) 4, F.S., and Rules 28-106.201 and 28-106.104, F.A.C.
- c. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School, as well as access to the School's bank accounts and public funds, storage facilities, all records, information, receipts, and documentation for all expenditures of public funds, including but not limited to, Federal grants such as Title I and charter school grants, and all public property. Any violation of this provision shall relieve the Sponsor of its duty to operate the School as otherwise provided in section 1002.33(8) (d), F.S. The Sponsor shall assume operation of the school, if feasible, throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. The feasibility of continuing the School's operations is a matter within the sole judgment of the Sponsor. 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. Failure by the Sponsor to assume and continue operation of the School to the

extent required by this Charter shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

- d. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. School Election to Terminate or Non-renew by Voluntary Closure. The School may terminate or non-renew the Charter through voluntary closure. The decision to cease operations must be determined at a public meeting. The Governing Board shall notify the parents of enrolled students and the Sponsor of the public meeting in writing within a reasonable time before the public meeting.

The Governing Board must notify the Sponsor, parents of enrolled students, and the Florida Department of Education in writing within 24 hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the Governing Board agrees to follow the procedures for dissolution and reversion of public funds set forth in section 1002.33(8)(e)(g) and (9)(o), F.S., and all other post-termination provisions in this Charter.

If the School's determination is that it will voluntarily close, the notice shall also indicate the final date of operation of the School. A board resolution signed by the School's Governing Board chair and secretary, or minutes, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination or non-renewal by the Governing Board and a waiver of its right to a hearing or appeal.

5. Automatic Termination for Consecutive Grades of "F".
ng.

This Charter is automatically terminated if the School earns two consecutive grades of “F” after all school grade appeals are final unless:

- a. The School is established to turn around the performance of a district public school pursuant to s. 1008.33(4)(b) 3;
- b. The School serves a student population the majority of which resides in a school zone served by a district public school that earned a grade of “F” in the year before the School opened and the School earns at least a grade of “D” in its third year of operation. This does not apply once the School is in its fourth year of operation and thereafter; or
- c. The School obtains a waiver of termination from the State Board of Education pursuant to s. 1002.33(9)(n)4.c., F.S.

The Sponsor shall notify the School’s Governing Board, principal, and the Department of Education when the Charter is automatically terminated for consecutive grades of “F,” by a letter of termination.

If the Charter is automatically terminated for consecutive grades of “F,” the School must follow the procedures for dissolution and reversion of public funds set forth in section 1002.33(8)(e)(g) and (9)(o), F.S., and all other post-termination provisions in this Charter.

6. Removal of Property and Funds. Upon notice of termination or non-renewal, the School shall not remove any property purchased with public funds from the premises or any funds in any bank accounts.

E. Post Termination Provisions

1. School Debts. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The Sponsor shall not assume the debt from any contract for services including lease or rental agreements, made between the School, its Governing Board, or its management company, and/or a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board-
2. Leases. In the event of termination or non-renewal of this charter, any and all leases existing between the Sponsor and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the Sponsor be responsible

under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment. In the event that the School leases from a third party or owns the School's site, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the first right of refusal to secure the lease on, if the School is the lessee, or to purchase or possess the facilities, if the School is the owner of facilities used as the School's site. The School agrees that any lease obtained by the School with any third party lessor shall include a provision that will grant the Sponsor such a right of first refusal. In no event shall the Sponsor be responsible under any theory prior to the effective date of such assignment of a lease for any debts or obligations of the School incurred prior to such assignment, including but not limited to, all attorney's fees and costs incurred by the third-party lessor associated with the consummation of the assignment.

3. Students and Student Records. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the Sponsor's/District's student transfer procedures including transfer of all student records to the receiving school on or before the date the termination/non-renewal takes effect.
4. Property and Assets – School Furniture, Fixtures, Equipment, Vehicles, and Funds. In the event of termination or non-renewal, all assets of the School purchased with public funds, including supplies, furniture, vehicles, and equipment, will automatically revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law and shall be peaceably delivered to the Sponsor.

Any unencumbered public funds from the charter school (whether held in cash or by any third party such as a bank or investment company), District School Board property and improvements, furnishings, vehicles, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

Property and assets purchased with public funds shall be defined as those goods purchased, in whole or in part, with grants and funds provided by a governmental entity. Such funds provided by the School and used by an Education Service Provider/management company to purchase property and assets for the School are considered public funds.

The School agrees that in the event any public funds received by the School from or through the Sponsor are used for the purchase or improvement of real property, personal property, equipment and vehicles, that all such real property and improvements, personal property, equipment and vehicles, subject only to any lawful purchase money liens and encumbrances, as well as any unencumbered public funds shall revert to the ownership of the Sponsor, upon termination or non-renewal of this Charter. The reversion of such real property and improvements, personal property, equipment and vehicles, shall focus on recoverable assets, but not on intangible or irrecoverable cost such as rental or leasing fees, normal maintenance, and limited renovations.

If particular assets are attached to or incorporated in real or personal property of the Sponsor, however funded or whether approved by the Sponsor, which cannot be removed from the Sponsor's property without damage to the Sponsor's property, they shall become the property of the Sponsor. In such event, the Sponsor shall not have any obligation to reimburse or pay the School, its Governing Board, the vendor or donor of the property or anyone else, for such improvement, attachment or incorporated item and the School shall ensure that all contracts entered into by the School must contain written notice of such.

5. Procedures. The School shall cooperate with the Sponsor's representative to schedule an *initial* transition meeting with the School's Governing Board, Administrator(s) and/or Operator(s) of the Charter School upon issuance of the Sponsor's notice of termination/non-renewal or if the School notifies the Sponsor of an intent to voluntarily close. This transition meeting should clearly outline the objectives of a Closure Plan and the timeline associated with the closure of the School.

Furthermore, the School shall also cooperate with the Sponsor's representative to schedule a *final closure meeting* in the event of a voluntary close with the School to ensure that all of the components of the Closure Plan have been timely addressed and completed.

In the event this Charter is terminated, the School shall provide the Sponsor sufficient notice of the final Governing Board meeting so that the Sponsor's representative may attend to ensure appropriate dissolution of the legal entity, proper closure of business records, and proper authorization and timeline on all post-closure matters.

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

certified public accountant who is a member of the American Institute of CPAs (AICPA) Governmental Audit Quality Center (GAQC) and is well versed with charter schools.

F. General Statutory Requirements

1. Non-Discrimination. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and/or court order.
2. Compliance with Law and Charter. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

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

A. Annual Objectives

1. By September 15th of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data of the School's enrolled students.
2. By September 15th of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups (or such other data groupings and subjects as established and provided by the FLDOE, if different):
 - a. Students scoring a level 1 on prior year assessment
 - b. Students scoring a level 2 on prior year assessment
 - c. Students scoring a level 3 or higher on prior year assessments
 - d. Students with disabilities
 - e. English Language Learners

3. When requested by the Sponsor, the School is required to provide the Sponsor its students' data when it uses assessments other than the Sponsor's to measure student achievement.

4. In accordance with section 1002.33(7) (a), F.S., this Charter states the following as set forth in the approved Application (principally within Section 5):

The current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria listed in this subparagraph shall include a detailed description of:

a. How the baseline student academic achievement levels and prior rates of academic progress will be established.

b. How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the charter school.

c. To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.

5. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

6. If the School seeks to materially modify these proposed academic goals, methods, or assessments, the proposed revisions must be submitted to the Sponsor for review by October 1st and would require a modification of the Charter. The School and Sponsor may mutually agree to adjust the goals, methods, or assessments through a contract amendment or addendum.

7. Annually, the School shall report to the Sponsor its performance against the academic goals. The Sponsor may also monitor the School's performance and conduct reviews periodically. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the FDOE and may take action by placing the School on a corrective action plan or pursue other remedies as provided within this Charter or under applicable law.

School Improvement Plans (SIPs):

a. Development and Submittal. The School shall timely develop, submit to the Sponsor, and, upon approval of the Sponsor, implement a School

Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or as needed to implement or be entitled to benefits under applicable federal law. In this District, the SIP is the School's Title I plan.

b. Governing Board Review. The Governing Board of the School shall review and approve the SIP prior to its submission. Minutes documenting SIP approval must be taken and made available for public inspection.

c. Monitoring.

i. The School's Governing Board shall monitor the implementation of the SIP. The School will maintain, and have available for review, a textbook or digital textbook inventory for core courses which shall include title, date of adoption cycle, and number of texts available and in use.

ii. The Sponsor shall have the authority to monitor the School's implementation of the SIP during the following school year. The Sponsor may also consider any action recommended by the State Board of Education as part of any SIP. If the School fails to improve its student performance from that of the year preceding implementation of a SIP, the Sponsor shall require the School to take one or more of the corrective actions as stated within State Board of Education Rule 6A-1.099827 or as required by Florida law.

iii. If the School has a deficient mid-year or end-of-year review or repetitive and/or an unresolved compliance issue, absent a decision to non-renew or terminate the Charter, a Corrective Action Plan (CAP) must be jointly developed by the Sponsor and the School based on the following factors:

1) evidence exists of the School's willingness and ability to correct the deficiencies within a reasonable period of time;

2) the seriousness of the deficiencies which constitute good cause as set forth in the Charter; and

3) whether the School within the last few years was under a CAP for similar issues and whether it was in compliance thereof.

The School must then satisfy all of the CAP compliance issues as reasonably determined by the Sponsor. The Sponsor will approve,

monitor, and redress said CAPs, as well as offer technical assistance to the School and charge fees appropriate for these additional services that are allowed by law.

- iv. The Sponsor has the authority to monitor and review the School in its progress toward the goals established in the Charter.

B. Assessments

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

2. Additional Assessments. Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any or all Sponsor assessment programs and in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform. The School shall provide evidence to the Sponsor of the frequency and types of assessments taken and by what classes and/or grades.

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

4. Compliance. All School personnel involved with any aspect of the testing process must abide by State and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School, and the School's testing coordinator shall attend. The Sponsor shall provide to the applicable School staff the following services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities: procedures for test administration, staff training, dissemination, and collection of materials, scoring on Sponsor assessments, analysis, and summary reporting. The School shall designate a testing coordinator whose duties include training school staff such as proctors and school administrators relating to testing protocols and activities. The School shall be responsible for proper test administration. The School shall permit

the Sponsor to monitor and/or proctor all aspects of the School's test administration. The Sponsor, however, is not obligated to monitor and/or proctor.

If the School fails to administer the State-required assessments and/or any other required assessments, or if improprieties occurred related to its test administration of these required assessments, then such failure or impropriety may be good cause for the Sponsor's termination of this Charter.

5. Sponsor/District Reports. The Sponsor shall provide the School with reports on Sponsor and State assessments in the same manner and at the same time as for all public schools in the District.

6. Technology. The School shall, at its expense, provide adequate and secure technological infrastructure to support all required online test administration.

C. Student Promotion/Graduation. The School's student promotion policy shall be consistent with the provisions of the Application. The School will not adopt the r's student progression plan. The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

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

D. Data Access and Use Pursuant to Statute

1. The School agrees to allow the Sponsor reasonable access to its ESP and its ESP's facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met. The School agrees to allow, upon reasonable notice unless as otherwise directed by FDOE, the Sponsor's personnel and/or contractors to observe the School's operations to assess student performance.
2. The School shall use records and grade procedures that adequately provide the information required by the Sponsor. The grading and recording system used by the School must comply with the State's reporting guidelines and be approved by the Sponsor. The School may elect to create more than four report cards per year, at an additional charge. If the School chooses to use an application other than the system in use by the Sponsor, it will be responsible for data entry directly for both daily attendance and all academic grades.

Section 3: Students

- A. Enrollment. The School will serve students in grades 9 through 12, and at the projected enrollment as described in the Application.

Minimum Enrollment Requirements: The School's minimum enrollment of operation is 600. The parties agree that this is the minimum enrollment that will support the School's operation for each year. Failure to achieve the minimum enrollment by the eleven day count for each year of the Charter Contract may constitute "good cause" for termination or non-renewal. A budget to support this minimum enrollment is provided in **Appendix 6**.

The School may provide enrollment preferences as allowed for in section 1002.33(10)(d), Florida Statutes, and as described in the approved Application. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes and as described in the approved application or upon meeting applicable statutory requirements. School ensures that its learning methods, programs and operations are innovative through career education academies. The School has a core mission component statement; "to graduate students prepared for work, higher education, and productive citizenship". As such, students are expected to have shown the potential to succeed in meeting the standards for the core content areas and to have satisfactory attendance and discipline records. As many of the vocational lab settings are potentially dangerous by nature, students will be screened for limitations or characteristics that could endanger the life safety of the individual or others. Screening and Eligibility will be concurrent with ADA requirements and any other applicable laws.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate relating to student admissions, benefits, or participation, in any programs, services, or activities, on the basis of race, gender, gender identity or expression, sexual orientation, ethnicity, religion, national or ethnic origin or disability. The charter school reserves the right to limit the enrollment process only to target the following student populations: Students who meet reasonable academic, artistic, or other eligibility standards established by the charter school and included in the charter school application and charter or, in the case of existing charter schools, standards that are consistent with the school's mission and purpose. Such standards shall be in accordance with current state law and practice in public schools and may not discriminate against otherwise qualified individuals, compliant with 1002.33(10)(e)5. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School agrees to meet its obligations under federal law, including in its registration and enrollment of students and to implement the Sponsor's enrollment policies, to the

extent the policies are consistent with the Agreement between the United States of America and the School District of Palm Beach County dated February 26, 2013 (the “Resolution Agreement”) (**Appendix 4** hereto). To the extent the School fails to meet its legal obligations under the Resolution Agreement, the Sponsor shall make efforts to work collaboratively with the School to remedy such deficiencies.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable State and local health, safety, and civil rights requirements.

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

If the Sponsor is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA), unless the School is required to comply.

- C. Recruitment. The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using English, Spanish, Portuguese, and Haitian Creole, and other languages where appropriate. The School shall comply with the requirements in the Resolution Agreement as to providing certain information in all major languages as defined in the Agreement.

- D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. As to enrollment preferences or targeted student populations, refer to Section 3, A above.
2. If, at the eleven-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved Application for the first year or as determined under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced

enrollment. The revised budget must be acceptable to the Sponsor. Failure to provide an acceptable revised budget may constitute good cause for termination.

3. The enrollment capacity is contingent on the student capacity as stated on the valid Certificate of Occupancy (CO), Certificate of Use (CU), and/or Fire Permit for the School facility issued by the local governmental agency in whose jurisdiction the facility is located or the annual projected enrollment for the School year as stated above, whichever is less. Monthly FTE payments shall be withheld, without penalty of interest, to the extent the maximum number of students as defined above is exceeded.
4. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the school will utilize. The School shall implement the enrollment policies and procedures and any lottery process, as described in Section 13 of the Application: Student Recruitment and Enrollment, which shall clearly indicate in its Policies and Procedures the lottery procedures. The School will serve students residing within any school district in the State of Florida who are not subject to expulsion or suspension, except as otherwise provided by section 1002.31, Florida Statutes. Any eligible student who submits a timely and complete application for enrollment in the grades as stated above will be eligible to enroll unless the number of applications exceeds the capacity of the program, class, grade level, or building. All applicants shall be given an equal chance of being admitted through a random selection process.
5. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
6. Enrollment Consent. To enroll a student, the School must obtain proof of consent from the student's parent or guardian, or from the student if the student is eighteen (18) years of age or older. The School may not transfer an enrolled student to another charter school having a separate Master School Identification Number without first obtaining the written approval of the student's parents/guardians or the student who is 18 or older. The School must maintain appropriate enrollment and student application documentation.
7. Student Information. The School may not request prior to acceptance of the application or through the application process or otherwise, information regarding the student's academic history, record of standardized testing performance, juvenile or disciplinary history or status, a student's Individual Education Plan (IEP) or other information regarding a student's special needs, except as stated below in Section

3, H, 3,c.

8. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
9. A student may withdraw from the School at any time and enroll in another public school, as determined by the Sponsor's policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
10. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size. The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools. The School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. Failure to pay the Sponsor the penalties incurred within 30 days of notice from the Sponsor will result in the Sponsor automatically reducing this amount from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

F. Annual Enrollment

1. Preliminary Projection. No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity. The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. Any change in the School's approved maximum school enrollment capacity must be achieved through amendment of this Charter approved by the School and Sponsor. 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 by November 1st prior to the school year in which the increased capacity is requested. Maximum school enrollment capacity shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit, or applicable provision of Article IX, § 1, of the Florida Constitution or any other law or rule that is applicable to the School. If the School is designated a high performing charter school, then changes in enrollment are governed by section 1002.331 (2), Florida Statutes.

The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and State law. The Sponsor shall at all times have access to the School's student records for legitimate educational purposes, including for FTE audits.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the Sponsor's Records Management Office.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when officially requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. In accordance with the provisions within FERPA, its implementing regulations and sections 1002.22 and 1002.221, Florida Statutes and SBER 6A-1.0955, copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's records for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the Sponsor's Records Management Office.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's Records Management Office for processing and maintenance.
7. The Sponsor will ensure that all student records in the cumulative folders will be provided immediately to the School upon an official request and upon

enrollment of students in the School from a District school.

8. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. The School shall maintain documentation of each enrollment lottery conducted, as well as any student wait lists that are generated and make them available to the Sponsor upon request. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes, and was fair to all applicants. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional Education Students. Exceptional students shall be provided by the School with programs implemented in accordance with applicable Federal, State and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05, 1003.57, 1002.33, and 1001.42(4) (1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code, relating to ESE students and students with disabilities. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE) and providing all ESE services and accommodations as documented on the student's IEP.
3. Individual Educational Plans (IEP's), to include at a minimum an annual IEP meeting with the student's parent(s) pursuant to 34 CFR §§ 300.340-300.350 for each eligible ESE student enrolled in the School. The School shall ensure that appropriate personnel are in attendance at the IEP meeting.
 - a. Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
 - b. Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 school days of the request. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine the student's educational needs and whether the School is an appropriate

placement for the student. Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team with the Sponsor's representative present, will be referred to an appropriate placement within the District. As defined in federal law, an IEP Team must consist of an evaluation specialist, a general education teacher of the child, and an ESE teacher of the child.

The IEP Team must review the IEP and determine the student's educational needs. The IEP Team must clearly determine whether the student's IEP can be implemented at the School. Under no circumstances may the School discriminate against a student based on disability. If a referral for a change of placement is considered, the School's staff will work together with the Sponsor to ensure that the needs of these children are met.

- c. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.
 - d. A representative of the Sponsor shall be invited to participate in all initial IEP meetings and those IEP meetings where a significant change of services or placement may be considered. The Sponsor retains the right to determine whether or not to send a representative to such meetings. In all meetings, the Sponsor shall appoint a Local Education Agency Representative (LEA Representative or otherwise known as the charter school's ESE contact).
4. The School shall comply with the Sponsor's then current State-approved Exceptional Student Education Policies and Procedures (SP&P) although it may exceed the requirements within the SP&P. The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation, and re-evaluation for ESE and Section 504 eligibility, IEP and 504 plan development, and placement.
 5. South Tech Charter Academy., Inc. , has been identified as LEA by the Florida Department of Education, as defined by Section 1002.33(25)(b). The School shall, at its own cost and expense and not that of the Sponsor, ensure that all ESE requirements are met, shall ensure that there are legally compliant educational assessments of the needs of the students and shall remain liable for full and complete adherence to all such requirements. The School must fund all educational

and related services provided to students pursuant to the IEP. Psychological and other appropriate re-evaluations are the responsibility of the School.

6. The School shall deliver all educational, related services and equipment indicated on the student's IEP, EP, or 504 Plan.
7. The School shall be responsible for all costs associated with re-evaluations recommended and required under Federal and State mandates. In meeting this obligation, the School may utilize any duly Florida-licensed school psychologist.
8. The School shall conduct the evaluations of the School's students referred for all related services. After the student is determined eligible for these services and the IEP or 504 Plan is written, the School shall be responsible for providing required PT, OT, counseling, SL services, and assistive devices to the student and be provided by the School's staff or paid for by the School through a separate contract. The School shall ensure that PT, OT and SL therapists who perform the evaluations attend an IEP meeting to review the evaluations when eligibility for services is determined. The evaluation must include a review of the student's IEP, identification and development of PT, OT and SL goals and/or a treatment plan for the student. The School shall ensure that all therapists review and implement the student's IEP. The School shall ensure that all therapists providing services to the student participate in the student's annual and interim IEP meetings either in writing, by telephone, or in person. The School shall require all therapists providing services to the student to attend orientation and in-service training on delivery of school-based services and how to develop goals and benchmarks based upon educational theory. The Sponsor shall provide that orientation and in-service training. The Sponsor may conduct periodic reviews of the paperwork prepared by the OT, PT and SL therapists providing services to such students. The student's IEP goals and benchmarks related to these areas are to be updated by the student's treating therapist.
9. The School's ESE contact or, if unavailable due to scheduling or illness, a representative of the School, and ESE employees must attend District- required ESE trainings.
10. The Sponsor may conduct periodic reviews relating to the provision of services, implementation of, and paperwork related to all plans for students with disabilities.
11. Due Process Hearing
 - a. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

- b. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the Sponsor's General Counsel within one (1) school day of receipt.
 - c. The School will select and assign an attorney in consultation with the Sponsor. Final decisions on legal strategies shall be made by the School's attorney in consultation with the Sponsor.
 - d. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
 - e. Sponsor recognizes that LEA status through South Teach Academy, Inc. The School shall ensure that:
 - (a) The due process hearing is conducted pursuant to applicable State laws and rules;
 - (b) A final decision is reached; and
 - (c) A copy of the decision is mailed to the parties.
 - f. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, and any other costs incurred, agreed upon or awarded and provide any compensatory education owed to the student. The School shall not be obligated to Sponsor under this subsection for compensatory education, damages, attorney's fees and costs awarded in favor of a student with disabilities due to a violation of federal and/or State laws by the Sponsor prior to the enrollment of the student at the School related to the education of a student with disabilities. The District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. All expenses, attorney's fees and costs owed by the School to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) days of the submission of a written invoice to School by the Sponsor. If not timely paid by the School, costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.
12. OCR Complaints. If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor,

the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. The same liability provisions stated above in 3, H, 11 as to due process hearings apply to the School as to any findings, decision, resolution or settlement agreement with the governmental agency.

- I. ESE Administrative Services. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; and initial evaluation for ESE placement, although the IDEA grant may also reimburse the charter school for some of these items.
- J. English for Speakers of Other Languages
1. Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the Sponsor's Plan for English Language Learners (ELLs), as it may from time-to-time be amended, or an alternate plan that is compliant with federal and State law, the META consent decree and has been approved by both the Sponsor and the Florida Department of Education. The Sponsor's ELL Plan can be found on the Sponsor's website, currently at:
<http://www.palmbeachschools.org/multicultural/ELLPlan.asp>.
 2. The School shall be invited to attend the Sponsor's ESOL Procedures Training(s) and the School's ELL contact or, if unavailable due to scheduling or illness, a representative of the School, is required to attend the Sponsor's ELL trainings.
 3. The School shall comply with applicable rules and regulations relating to ELLs. Development of a student's ELL plan shall be a joint effort between the Sponsor and the School. The process shall be in compliance with the Sponsor, Federal and State requirements. All educational services provided to a student pursuant to an ELL Plan must be funded by the School.
- K. Dismissal Policies and Procedures. The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies from those stated within the Application, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit and any revised policies must be approved by the Sponsor as an amended to the Charter.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. The School may refer students to a District-funded alternative education program utilizing the Sponsor's procedures with the participation and approval of the Sponsor's designee.

Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District prior to the opening of school each year in accordance with the Opening School Checklist. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility or for a serious violation of the School's Student Conduct Code, and the withdrawal and referral must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

- L. Student Code of Conduct, Suspension and Expulsion. The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. If the School decides to revise its Code of Conduct, it shall be submitted to the Sponsor in accordance with the Opening School/Annual Checklist for review and approval by amendment to the Charter. The School agrees to meet its obligations under Federal law, including in its administration of student discipline.

The School adopts the Sponsor's Student Code of Conduct, including those for ESE students. Any deviations from the Sponsor's Code and any alternative Code must be approved by the Sponsor prior to implementation. To the extent the School fails to meet its legal obligations under the Resolution Agreement, **Appendix 4** hereto, the Sponsor shall make efforts to work collaboratively with the School to remedy such deficiencies. The School agrees to comply with the Federal Gun Free Schools Act of 1994 and, for purposes of student discipline, any other applicable State and/or Federal law pertaining to the health, safety and welfare of students.

The School will report each month to the Sponsor the number of violations of the Code, by

offense, to be included in the Sponsor's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.

Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. The School will follow the Sponsor's practices and procedures for processing a recommendation for expulsion of students. In the event that a student has been recommended to the Sponsor for expulsion by the Governing Board of the School, the School is responsible for providing academic and behavioral interventions for the student while awaiting the Sponsor's decision on the student's expulsion or may refer the student to a District alternative education site with the participation and approval of the Sponsor's designee. If the student's actions lead to a recommendation for assignment to an alternative school or expulsion from the Sponsor's District, the School will cooperate in providing information and testimony needed in any legal proceeding.

The School shall defend and pay all costs of any legal action and any damages awarded related to dismissal, suspension or expulsion of any student for disciplinary or any other reason. Costs and fees incurred and any damages awarded against the Sponsor will be automatically reduced by the Sponsor from the payment of FTE funds, without penalty of interest, passed through the Sponsor to the School, although the School may request and the parties agree to a payment plan.

- M. School/Parent Contract. The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The School shall not use the Parent Contract to discriminate, involuntarily withdraw, or create a financial burden or any other barrier to enrollment. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. Implementation of the Contract is subject to District approval. The School may not accept monetary donations in lieu of volunteer hours. At a minimum, all communication to parents, including Parent Contracts, shall be provided in English, Spanish, Haitian-Creole, and other languages, as appropriate.

- N. School Stakeholder Conflicts. All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its Governing Board. Evidence of the School's Parent Conflict Resolution Process shall be provided to the Sponsor. Evidence of each parent's /guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.

Section 4: Financial Accountability

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

a. School will report the daily attendance of each student to the District to meet Sponsor attendance reporting requirements, as required by law, including section 1011.60, F.S., and the Sponsor's procedures.

b. The School agrees to report its student enrollment to the District as provided 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 District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will provide training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no additional cost to the School for all District software specifically used for such training. A representative of the School shall attend training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District. The School shall provide and maintain its own hardware and related infrastructure.

c. The Sponsor reserves the right to inspect the FTE records of the School and its ESP to ensure compliance with State reporting requirements. The Sponsor may audit FTE and supporting documentation. If the School submits data relevant to FTE, Federal, or grant funding that is later determined to be inaccurate, any discrepancies will be cause for adjustment to subsequent payments. Any loss of funds as a result of actual FTE/Financial or Program audit or findings of the Auditor General is the sole responsibility of the School. Amounts lost, as determined by the Chief Financial Officer or Operating Officer, Sponsor's auditor or Inspector General, Department of Education or findings of the Auditor General or a federal agency, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the Sponsor for any errors or omissions in data that the School submitted provided that the

District has timely sent notice to the School of alleged errors discovered through such audit(s) or financial review so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit or financial review findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

d. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District'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 current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

e. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation, and any other funds made part of the FEFP by the Florida Legislature. Upon request, the School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Legislature.

- f. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the State and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.
- g. Summer School Provision. The School may choose to provide a summer school program using State Supplemental Academic Instruction (SAI) funds. If a student enrolled in the School attends any of the Sponsor's 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, without penalty of interest.

2. Millage Levy, if applicable. In accordance with the provisions of section 1002.33(9) (I), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues. The Parties agree to act in accordance with Florida statutes.

3. Fees to be Charged to the School By the Sponsor. The Sponsor will charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. If the School is designated as a High-Performing charter school, the Administrative fee charged shall not exceed the maximum rate allowed under Section 1002.331(2), Florida Statutes, for a High-Performing charter school. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests or receives services from the Sponsor beyond those required by statute, the Sponsor and the School will enter into a separate agreement, and the Sponsor may charge the School additional reasonable fees to cover the costs of the services as allowed by law. The Sponsor may develop a schedule for charges. The Sponsor is not obligated to provide any services that it is not required by law to provide to the School.

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

4. Distribution of Funds Schedule

- a. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School's Governing Board. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15. The Sponsor may not delay payment to the School of any portion of the funds provided in section 1002.33(17)(b), F.S.

- b. For the term of this Contract, monthly payments will be calculated as follows, less the administrative fee set forth in Section 4.A.3, above:
 - i. July through until the month after the publication of the results of the third FTE calculation payment shall be based on the School's final prior year enrollment up to the annual enrollment capacity/final projected enrollment, as stated in the provisions of Section 3.F. of this Charter, entered into the Sponsor's Student Information System by the twenty-fifty day of the previous month. Otherwise, if the

School verifies enrollment in excess of ten (10) percent from the prior year's enrollment, and is within the annual enrollment capacity/final projected enrollment, the Sponsor may fund the School based on the number of students actually registered as of the first day of the month. If enrollment is negatively impacted, distribution would be adjusted appropriately.

- ii. Thereafter, the results of full-time equivalent student membership surveys for that school year shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
 - iii. Payments will be adjusted retroactively for prior period adjustments.
- c. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). 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.
- d. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals and students are not present. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

i. In the event of a State holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately. The Sponsor will not be responsible for any liabilities incurred by the School in the event of a State holdback.

ii. Total funding shall be recalculated during the school year to reflect actual WFTE (Weighted FTE) students reported by the School during the FTE student survey periods. In

the event that the District exceeds the State cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

e. The Sponsor shall make every effort to ensure that the School receives timely and efficient reimbursement of funds to the School. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of State or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

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

Notwithstanding the foregoing, distribution of FTE funds may be withheld, without penalty of interest, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) days overdue:

- i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within ten (10) working days of receipt of the documents that resulted in the withholding of funds.

- B. Federal Funding. Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with State and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the charter school's students,

and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. In order to be reimbursed, any expenditures made by the School must comply with all applicable State rules and federal regulations, including, but not limited to, the applicable federal Office of Management and Budget Circulars; the federal Education Department General Administrative Regulations; and program-specific statutes, rules, and regulations.
2. The School shall provide to the Sponsor the approved poverty metric for the purposes of determining eligibility for funding on Date Certain, e.g., Direct Certified data, Census data, Income Verification documentation, each year to project the annual allocation for federal funds that the School may draw as reimbursement for services provided. When determining eligibility for Title I, only students aged 5-17 that meet the Census criteria will be considered. The Sponsor will determine the minimum required poverty percentage to become a Title I school. The projected annual allocation shall be based upon the School's enrollment of qualifying students and per pupil allocation.
3. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations governing the use and disbursement of Federal funds, specific to Title I and Title II. The School shall develop a Title I School-wide Plan using the State's School Improvement Plan and budget. If the School is not a Title I school, it shall submit a Title II Professional Development Plan. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure. The Sponsor will deny reimbursement until the School corrects the deficiencies. The School shall make all related records available to the Sponsor as requested to ensure compliance.
4. All expenditures must comply with applicable local, State, and Federal rules and regulations. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
5. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. The School shall make available records and supporting documentation to justify the reimbursement requests and its conformity to the School-wide Plan for Title I. If the Sponsor determines that the invoice is insufficient, it shall provide

written notice to the School within ten (10) days of receipt.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and State Title I regulations by the District for that purpose. The allocation of Title I Funds shall be determined based on all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding. The Sponsor may limit or restrict payments that would result in capital improvements to real property owned or leased by the School.

8. Should the School receive Title I funds it will employ staff in compliance with Title I requirements.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation for review by the Sponsor for compliance that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. 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.

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

12. The School shall meet any other regulatory requirements for Title I, not specified above, in accordance with the procedural interpretation of these requirements determined by the Sponsor in accordance with applicable federal law.

C. Federal Grants. The School agrees to comply with the Sponsor's rules, policies and procedures for federal and State Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval

for all federal and State grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a complete grant application proposal to include budget narrative and detailed executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Annual Performance Report.

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

D. Charter School Capital Outlay Funds

1. Application. If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE. If the School is non-renewed or terminated, any unencumbered funds and all equipment and property, including those identified on the annual property inventory list, purchased with public funds shall revert to the ownership of the Sponsor as provided for in section 1002.33 (8) (e) and (f), Florida Statutes.

2. Distribution. Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within ten (10) working days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition. The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District as set forth in the provisions within School Board Policy 2.21 – School Requests of Payment from Students – or as allowed by law. Fees collected must be allocated directly to and spent only on the activity or material for which the fee is charged.

If the School intends to charge fees, the fees must be consistent with Policy 2.21 or as allowed by law and the School shall submit its proposed fee schedule to the Sponsor for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the Sponsor believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. No funds shall be collected until the School has been given written approval from the Sponsor. Additional fees shall not be imposed without the notification and approval of the Sponsor. Fees shall not be a barrier to enrollment. If the parties

are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein, specifically Section 12: Miscellaneous Provisions, Subsection N. Conflict/Dispute Resolution, and Florida law.

F. Budget

1. Annual Budget. The School shall annually prepare an operating budget for the School. Each budget shall include projected sources of revenue, both public and private, and planned expenditures covering the entire school year. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget no later than August 30th for the fiscal year.

2. Amended Budget. Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within ten (10) working days of the meeting at which the budget was amended. Each amended budget shall include projected sources of revenue, both public and private, and planned expenditures covering the entire school year. If the Sponsor determines that the amended budget is inadequate, the Sponsor will provide the School an opportunity to timely complete and submit an acceptable budget.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records. The School shall use the most recent standard State format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools. The School shall conduct an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

a. Monthly Financial Reports. The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported

or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

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

b. Annual Property Inventory and Additional Inventories. The School will submit at least annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment, which must also conform to Chapter 69I-73 and 69I-73.006, F.A.C. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the Sponsor annually at the same time School's Annual Audit is submitted and reconciled to the annual audit.

The School shall immediately submit a revised property inventory to the Sponsor *within thirty (30) days unless the parties agree otherwise after the School is reasonably aware of any substantive revisions therein*. Such revisions include but are not limited to property that has been removed from the School due to "surplus" as well as property that has been recently acquired, to ensure that the property inventory is as accurate as possible. Failure to provide the Sponsor with the required property inventory shall be a basis for the Sponsor to require the School to take corrective action.

c. Program Cost Report. The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

d. Unaudited Financial Statements. The School will submit unaudited annual financial statements, in a format prescribed by the sponsor, no later than August 1st.

e. Annual Financial Audit. The School will annually obtain a financial audit,

from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes, and who is a member of the American Institute of CPAs (AICPA) Governmental Audit Quality Center (GAQC) and is well versed with charter schools. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

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

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

g. Timely Submissions. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

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

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

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

7. If the School experiences one of the financial conditions included in section

1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted as stated in the Application. The School shall obtain the services of a qualified accountant to assist in compiling and maintaining financial records, reconciling bank statements, preparing financial reports, and obtaining an annual audit. On or before July 1 of each fiscal year, the School shall provide to the Sponsor a copy of the contract for such services. The School shall include all Accounting Policies, Procedures, and for maintaining complete records of all receipts and expenditures in its required submission pursuant to the Opening/Annual Checklist. A copy of these policies must be available to the Sponsor during any additional audit or mid-year or other reviews performed by the Sponsor.

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

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

a. Guarantee payment for any purchases made by the School;

b. Guarantee payment for any debts incurred by the School;

c. Guarantee payment for any loans taken out by the School.

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

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

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

5. The School may not expend FTE, Title I, or IDEA funds for the construction of a facility that is not owned wholly by the School.

- I. Description of Internal Operating Procedures. The School shall develop and implement sufficient internal financial operating procedures as described in the approved Application to ensure sound financial management.

If the School or an entity on the School's behalf issues bonds to receive funds for the School, the School or entity shall hire a registered municipal advisor prior to the issuance of the bonds and follow up procedures.

- J. Grant of Security Interest and Prohibition Against Assignments. In the event the School receives notice of termination of this Charter or if the School provides the Sponsor with notice of its intent to close, any pledges of further FTE funds or assignment of accounts by the School shall be null and void to protect the Sponsor's statutory rights with respect to any property, improvements, furnishings, equipment and vehicles ("Assets") purchased with and accounts containing public funds. The School agrees to include this provision in any contract, instrument or agreement pledging such public funds or assigning an interest in its bank account. The Sponsor has a right to file at the Sponsor's expense a UCC financing statement related to all property/assets of the School purchased with public funds subject only to any purchase money lien together with the funds held in any School bank account. As to all School vehicles purchased with public funds, the School shall list the Sponsor as the first lienholder (if there is no purchase money loan) or second lien holder (if there is a purchase money loan) on the vehicle title at the time of acquisition and provide a copy of this documentation to the Sponsor promptly.

The School agrees that it will not enter into any contract, agreement or assignment, including but not limited to, a contingent assignment, collateral assignment, receivables purchase agreement or similar agreement with any entity that: (i) purports to assign any of the School's rights to receive or transfers the right to receive any public funds or receivables; or (ii) pledges as security for any obligation of the School any funds held in any depository account belonging to the School (collectively "Assignment of Funds") without the prior consent of the Sponsor, which shall not be unreasonably withheld. Reasonable grounds for the Sponsor to withhold consent shall be if the School is under notice of financial deterioration, which could lead to financial emergency. Any Assignment of Funds entered into by the School without the prior written consent of the Sponsor shall be null and void against Sponsor and may be deemed a material breach of this Charter and subject the School to termination of this Charter. The School covenants to incorporate this provision in all agreements with lenders, creditors and vendors. This provision shall not prohibit the School from creating a purchase-money lien encumbering only the real or personal property purchased as security for repayment of the obligation. The restrictions set forth in (i) and (ii) above shall not prohibit the School from granting a security interest or pledge to a lender so long as such security interest or pledge is

subordinated to the statutory rights of the Sponsor with respect to the Assets, funds or accounts of the School in the event this Charter is terminated or the School closes. In addition, the restrictions herein shall not apply to a loan by another school under the same legal corporation within the District under the governance of the same governing board of directors.

- K. Limitations on Terms of Contracts. The School may not enter into contracts/agreements which extend beyond the term of the Charter.

Section 5: Facilities

- A. The School shall be located at 1300 SW 30th Avenue, Boynton Beach, Florida 33426. The School must provide a copy of the lease agreement, use agreement, or ownership documents no later than the dates set forth in the Opening School/Annual Checklist and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable governmental codes approvals and inspection reports, no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor through a Charter amendment.

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

- B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes, as well as all applicable Federal, State, and local governance requirements, including the Florida Building Code, the Florida Fire Prevention Code, IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School must timely notify the local government of the need for traffic control and safety devices or the

existence of hazardous conditions as per section 1013.36 (4) or (5), Florida Statutes, to ensure safe access to children/pedestrians walking to the School and may be required by the local government to construct sidewalks adjacent to the School's site.

The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by relevant governmental entities or District safety staff. Inspection reports of governmental entities shall be provided by the School to the Sponsor within fourteen (14) calendar days of the date of the inspection.

If the School fails to maintain valid licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract, the Sponsor may withhold all subsequent payments, without penalty of interest, to the School until required permits, use approval, or facility certifications are obtained and/or may terminate this Contract after providing the School reasonable opportunity to cure.

- C. Maintenance. The School shall ensure that its facilities are maintained in such a condition to protect the health and safety of the occupants. This includes, but is not limited to custodial services, sanitation, lawn care, electrical systems, plumbing systems, mechanical systems, indoor air quality, thermal comfort, fire alarm, communications systems and pest control.
- D. In the event the School is dissolved or is otherwise terminated, all Sponsor 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. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.
- E. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities if as required by section 1002.33(18), Florida Statutes.
- F. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an

agreement or contract with a private provider and/or parents.

The School acknowledges that the McKinney Vento Homeless Assistance Act (42 U.S.C. Section 11431, et seq.) requires that each child of a homeless individual and each unaccompanied youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student if transportation is required by the Act. The School shall provide transportation for students with disabilities enrolled in the School if required by the student's IEP or 504 plan.

- B. Reasonable Distance [for purposes of this contract]. The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance. The School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside two or more miles from the School or one and one-half (1 1/2) miles between the home and the assigned bus stop as provided by 6A-3.001, F.A.C., and are within a reasonable distance of the School, or who otherwise are entitled to transportation by law. The term "reasonable distance" shall be defined as set forth in Florida law, as amended from time to time, or this Charter and the standards and guidelines provided by the Florida Department of Education.
- C. The School shall comply, and if it hires a transportation vendor, the School shall ensure that the vendor complies, with all applicable transportation safety requirements, which include, but are not limited to:
1. Inspection of buses shall be scheduled and performed at a minimum interval of thirty (30) school days per 6A-3.0171(8), F.A.C.,
 2. A maintenance file must be maintained for each bus for the life of the vehicle,
 3. Buses must be inspected by a DOE certified bus inspector,
 4. Buses must meet inspection pass/fail criteria per Florida School Bus Safety Inspection Manual current edition,
 5. Repair receipts must be maintained for all bus repairs,
 6. Drivers must obtain and retain appropriate licenses and certifications,
 7. Drivers must undergo and pass the required physical examinations by a medical examiner as per 6A-3.0171(1)(i), F.A.C.,

8. Drivers must be entered into a random drug testing program for random testing, and
 9. Drivers must complete eight (8) hours of in-service training annually.
- D. The School shall submit a transportation plan to the District for review and approval prior to the approval of this Charter. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than ten (10) business days prior to the use of the service. If using a private vendor, the School must submit to the Sponsor the firm's name and a copy of the final transportation plan and contract and the proper documentation that the private provider has and will comply with all applicable Federal, State and Sponsor vehicle inspections and all bus driver certification requirements. This information must be submitted by the School to the Sponsor at least ten (10) working days prior to the opening day of classes. The School will provide the Sponsor, via the Transportation Services Department, an updated list, by the 10th day of each month that the School is using these services, of all School and/or vendor bus drivers. The list shall provide commercial driver's license numbers, current license status, license expiration dates, and DOT physical exam expiration date.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The provision of student food service at the School is the sole responsibility of the School. The School shall provide food services to its students consistent with applicable Florida Statutes, and Sponsor and Federal rules and regulations and stated in its Approved Application, Section 16. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. The School shall be solely responsible for complying with State and Federal reporting requirements. The School has the option of applying for meal service through the Sponsor's School Food Service Department.

Section 8: Insurance & Indemnification

- A. The School agrees to provide the following proof of insurance:

1. Insurance Carrier Requirements. Insurance carriers for the School must meet all of these requirements, although the School may decide to exceed these requirements:
 - a. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be an eligible surplus lines insurer under section 626.918, Florida Statutes.
 - b. Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.
2. The School Board of Palm Beach County, Florida must be named as an additional insured on the commercial and business auto liability policies.
3. Any deviation to the insurance contract terms, conditions or limits listed below needs to be approved by the Sponsor.

B. School Leader's Errors and Omissions Liability Insurance

1. Form of Coverage. The School shall provide School Leader's Errors and Omissions. It shall cover the School for prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and those sources of liability typically insured by School Leader's Errors and Omissions Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Charter, including all provisions of indemnification, which are part of this Charter.
 2. Coverage Limits. The minimum limits to be maintained by the School inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million per claim/\$2 million annual aggregate.
 3. Occurrence/Claims. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
- C. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$3,000,000.00.
- D. Business automobile coverage with the same limits as general liability. Coverage shall include liability for Owned, Non-Owned and Hired Automobiles. In the event the School does not own automobiles, the School agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial

General Liability policy or separate Business Auto Liability policy.

- E. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the “Building” includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. So long as the School remains in a building supplied by the Sponsor, the Sponsor shall make provisions for insurance of the Building. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School. Deductibles for this program can be no greater than \$25,000 for all other peril losses, five percent or \$100,000 minimum named storm per occurrence , and \$100,000 deductible Wind/Hail per occurrence.

- F. The School further agrees to secure and maintain property insurance for the School’s personal property, and to insure all of the Sponsor’s owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- G. The School agrees to provide Workers’ Compensation insurance coverage in accordance and compliance with Chapter 440, Florida Statutes. Employers’ Liability coverage with the following limits shall also be the minimum required by State statute or higher: \$1,000,000 bodily injury by accident for each accident; \$1,000,000 bodily injury by disease, policy limit; and \$1,000,000 bodily injury by disease, each employee.
- H. Fidelity Bond/Crime Coverage. The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School’s administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss with retention of not more than \$50,000 per event and/two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- I. The School shall purchase Cyber Risk/Privacy insurance with limits of at least \$2,000,000 each claim. The Cyber/Risk /Privacy policy shall provide coverage for (i) liability incurred from alleged or actual theft, dissemination, and/or use of personal or confidential information and any related forensic costs, crisis management costs, investigation costs; (ii) network security liability arising from the unauthorized access to use of, or tampering with computer systems, including denial of service, unless caused by a mechanical or electrical failure; (iii) liability arising from the introduction of a computer

virus into, or otherwise causing damage to a customer's or third person's computer, computer system, network, or similar computer related property and the data software and programs thereon; (iv) any government investigations resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; and (v) non-physical business interruption.

- J. No later than 30 days prior to the opening of school and each year no later than the dates appearing on the Opening School/Annual Checklist, the School shall furnish the Sponsor with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (B-H) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.
- K. Failure to secure and continuously maintain all insurance listed in items B-H without cure after written notice above may constitute grounds for termination of this charter.
- L. Applicable to All Coverages the School Procures
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.
 2. Deductibles/Retention. Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
 3. Liability and Remedies. Compliance with the insurance requirements of this Contract 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 the Contract or otherwise.
 4. Subcontractors. The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
 5. Waiver of Subrogation. All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
 6. Defense outside the limits. Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense

Costs outside the limits”. This term ensures that limits are available to pay claims rather than having attorney’s fees erode the available claim dollars.

- M. Indemnification of Sponsor by School. The School shall indemnify and hold harmless the Sponsor against all claims, demands, suits, or other forms of liability for personal injury, property damage, or violation of civil rights that may arise out of, or by reason of actions of the School and/or its employees, agents, and representatives.
1. Indemnification for Professional Liability. The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions Liability Policy described in this Contract will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader’s Errors and Omissions Liability Policy’s three (3) year 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. In addition, the School shall indemnify, defend, and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine, or appliance used by the School.
 2. Indemnity for Certain Specified Claims. The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the State's public records or open meetings laws.
 3. Notification of Third-Party Claim, Demand, or Other Action. The School shall notify the Sponsor of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a “third-party claim”) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School shall fail to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the School, for which the School agrees to assume. The School or the Sponsor shall

make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

4. Survival. The School's indemnity obligations under this provision and elsewhere in the Contract shall survive the expiration or termination of this Contract.

N. Indemnification of School by Sponsor. The School shall not be obligated to indemnify the Sponsor against claims, damages, expenses, or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, and subcontractors. Nothing within this Charter shall be construed as a waiver by the Sponsor of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

O. Sovereign Immunity [governed by section 768.28, Florida Statutes]

1. Per section 1002.33(5) (b) 1 (g), (h), & (i) and (5) (b) 2 & 3, Florida Statutes, the Sponsor:
 - a. shall not be liable for civil damages under State law for personal injury, property damage, or death resulting from an act or omission of an officer, employee, agent, or governing body of the School;
 - b. shall not be liable for civil damages under State law for any employment actions taken by an officer, employee, agent, or governing body of the School; and
 - c. shall not constitute the basis for a private cause of action because of the Sponsor's duties to monitor the School.
2. Immunity for the Sponsor under section 1002.33(5) (b), Florida Statutes, 1 applies only with respect to acts or omissions not under the Sponsor's direct authority as described in that statutory section.
3. Section 1002.33(5) (b), Florida Statutes, does not waive the Sponsor's sovereign immunity.
4. Per section 1002.33(12) (h), Florida Statutes, for the purpose of tort liability, the governing body and employees of the School shall be governed by section 768.28, Florida Statutes.
5. The School, to the extent immunity may be waived pursuant to section 768.28, Florida Statutes, agrees to indemnify, defend with competent counsel, and hold the Sponsor, its members, officers, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from:

- a. the negligence of the School's employees, contractors, subcontractors, or other agents in connection with and arising out of their services within the scope of this Contract;
- b. disciplinary action or the termination of a School employee;
- c. the debts accrued by the School and/or non-payment of same;
- d. the School's material breach of this Contract or violation of law;
- e. any failure by the School to pay its suppliers or any subcontractors; or
- f. personal injury, property damage, or violations of civil rights that may arise out of, or by reason of actions of the School and/or its employees, agents, and representatives.

P. Notice of Claims

- 1. Time to Submit. The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.
- 2. Notice of Cancellation. The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation.
- 4. Renewal/Replacement. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governing Board Meetings

- 1. Governance of the School will be in accordance with the Bylaws, articles of incorporation, or other organizational documents of the School and as described in the Application that are legally compliant for charter schools. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty

of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

2. The School's Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative shall serve as an ombudsman to investigate, report on, and help settle parental/adult student complaints. The representative must reside in this District and may be a Governing Board member, School employee, or individual contracted to represent the Governing Board. If the governing board oversees multiple charter schools this District, the Governing Board must appoint a separate individual representative for each charter school in the District. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.
3. All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.
4. The Governing Board shall have at least two public meetings per school year within the District. To comply with Florida's Sunshine Law, Governing Board meetings must be noticed, open, and accessible to the public, take place locally and in a physical location that is accessible to the public and the School's parents, students, employees, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and School principal or director, or his or her equivalent, must be physically present at each meeting.
5. Per section 1002.33 (9) (n), Florida Statutes, the director and a representative of the Governing Board of a graded charter school that has submitted a school improvement plan or has been placed on probation shall appear before School Board at a public meeting at least once a year to present information regarding the corrective strategies that are being implemented by the School pursuant to the school improvement plan. The School Board shall communicate at the meeting, and in writing to the director, the services provided to the School to help the School address its deficiencies.
6. If the Sponsor or the State concludes that the School has significant financial, governance or academic issues, the director and a representative of the Governing Board of the School shall appear before the School Board at a public meeting at least once a year to present information regarding the corrective strategies that are being implemented to address the issues. The School Board shall communicate at the meeting, and in writing to the director, the services and/or recommendations provided to the School to help the School address its deficiencies.

7. All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.
 8. The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.
 9. The parties to this Contract agree that the School shall select its own employees. The employees shall be **public**. The School will be a public employer and will participate in the Florida Retirement System.
 10. This School shall implement the organizational plan as described in the approved application.
- B. Non-Profit Organization. The School shall be organized as a Florida nonprofit organization. The School shall organize and be operated by a stand-alone Florida non-membership nonprofit corporation, pursuant to Florida Statutes Chapter 617 at all times throughout the term of this Contract. A limited liability corporation does not qualify as a non-profit organization for purposes of this Contract.
- C. Governing Board Members and Duties. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

The School's Governing Board shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators. The policies must require all instructional personnel and school administrators, as defined in section 1012.01, Florida Statutes, to complete training on the standards; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under sections

39.203 and 768.095, Florida Statutes.

The Governing Board of the School shall adopt policies for the reporting of child abuse that must be reported as required under Florida Statutes Chapter 39 and shall notify its employees of their obligations to report. The teachers must participate in DCF training on reporting child abuse as required by section 1012.98 (12), Florida Statutes.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the Governing Board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, and who is a member of the American Institute of CPAs (AICPA), Governmental Audit Quality Center (GAQC) and is well versed with charter schools. This CPA or auditor shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, within the Florida Ethics Code by a member of the Board, shall constitute a material breach of this Charter.

8. The current Governing Board members are (and if they vary from those named in the application so indicate):

James Notter, Chair
Aram Bloom, Vice Chair
Dan Heller, Treasurer
Roger Dunson

Ayesha Edmond – not in application
Russell Feldman
Jonathan Flah – not in application
Diane Heinz – not in application
Carl McKoy
Suzanne Nicolini – not in application

None are employees of the Sponsor or the management company of the School. Governing Board members shall possess special skills, talents, and expertise that will support the educational and moral development of the School's students and the School shall provide to the Sponsor a brief description of the person's background that highlights the contributions s/he can make through service as a Governing Board member and any office of the board the individual holds. At least fifty-one percent of the Governing Board members must reside in Palm Beach County, Florida.

9. Any change in Governing Board membership must be reported to Sponsor in writing within five (5) business days of the change. For any new Governing Board member, the School shall provide within one calendar week of appointment a brief description of the person's background that highlights the contribution s/he can make through service as a Governing Board member and any office of the Governing Board that the individual holds.

D. Access to Records by Sponsor.

1. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law. To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.
2. The Sponsor's Office of Inspector General shall, upon reasonable notice to the School, have complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the Sponsor, the School, a Foundation for the benefit of the School, or its ESP/management company, which includes information regarding the School, as deemed necessary in performing investigative, review, and/or audit activities and other requested information, including automated or electronic data, pertaining to the business of the School Board and/or School within the School's, a Foundation for the benefit of the School, or its ESP's custody or control.

3. At all times the Sponsor's Office of Inspector General shall have access to any building or facility that is owned, operated or leased by or from the School Board and reasonable access with notice to any building or facility that is owned, operated or leased by the School and/or its ESP.
4. The School and all School employees and vendors as well as a Foundation for the benefit of the School and ESP shall furnish the Sponsor's Inspector General with requested information and records within their custody or control for the purposes of conducting an investigation, review, or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for an investigation, review, or audit. The School shall be required to obtain from its vendors, a Foundation for the benefit of the School, and its ESP information and documents relevant to the audit, review, or investigation if requested by the Inspector General's office.
5. The Sponsor's Inspector General may also obtain information from the School, a Foundation for the benefit of the School, and its ESP when such information is needed while conducting an audit, review, or investigation. Furthermore, the School understands, acknowledges and agrees to abide by School Board Policy 1.092 and that the Sponsor's Inspector General will have access to all financial and performance-related records, services, property and equipment purchased in whole or in part with public funds.
6. When investigating, reviewing, or auditing the School, and/or in the event information and response is needed from the School, this step may include meeting with the School, a Foundation for the benefit of the School, and/or its ESP when the investigation, review, or audit is near completion, and the School and its ESP must agree to maintain the confidentiality of any preliminary/draft report and the information contained therein pursuant to section 119.0713(2), Florida Statutes, and shall enter into a written confidentiality agreement for the period until the investigation or audit is completed. The School's, a Foundation's, or its ESP's failure to enter such written confidentiality agreement shall be deemed to constitute the School's and ESP's waiver of the opportunity to respond to the investigation, review, or audit preliminary report, and the investigation, review, or audit shall be completed without their response.
7. The School Board's Inspector General or auditor has the right during an audit, review, or investigation to interview the School's employees, Foundation's, vendors and consultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an audit or investigation will extend for three years after the completion date of the Agreement.

E. Public Records. The School will comply with all public record retention requirements for records in a manner consistent with applicable Florida law. The

School shall comply with Florida Statutes Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records. The School must comply with the State's and/or Sponsor's records retention schedules and must have a means of archiving electronic mail.

- F. School's Website. Per section 1002.33 (9) (p), Florida Statutes, the "School shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings."
- G. Management Organizations. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an Appendix to this Charter.

Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their relatives as defined in section 1002.33, F.S., will not be employees of the management organization, nor should they be compensated for their service on the Governing Board or selected to serve on the Governing Board by the management organization. The School Leader shall be employed by the School and evaluated by the School's Governing Board. The School Leader shall not own, operate, or serve as an officer of the management company that serves the School. The contract between the School and the management company shall require that the management company disclose to the School and the Sponsor, any affiliations with individuals or entities (e.g., lessors, vendors, consultants, etc.) doing business with the School.
2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

The contract between the School and the ESP/management company shall require that the ESP operate the School in accordance with the terms stipulated in this Contract and all applicable laws, ordinances, rules, and regulations. The contract between the School and the ESP shall allow the School the ability to terminate the contract with the ESP.

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

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

6. The contract will include a clause that if the Sponsor's Inspector General's office is investigating, reviewing, or auditing the School, and/or in the event information and response is needed from the School, the ESP will agree to maintain the confidentiality of any preliminary/draft report and the information contained therein pursuant to section 119.0713(2), Florida Statutes, and shall enter into a written confidentiality agreement for the period until the investigation or audit is completed.

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

H. Management Contract. A proposed contract between the (ESP) management company and the School shall be submitted to the Sponsor for Sponsor approval prior to the School's entry into an agreement with an ESP. If an ESP agreement is proposed by the School after this Charter has become effective, an amendment to this Charter would be required. All proposed amendments to the contract between the management company and the School shall be submitted in advance to the Sponsor for review. A copy of the amended management agreement shall be provided to the Sponsor within five (5) days of execution. If the School and ESP amend their contract in a manner that results in a material change to the Charter or a material changes to the contract between the management organization and the Governing Board, this Charter will require modification through the Charter amendment process. If the School changes ESP companies, Charter modification is required.

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

Section 10: Human Resources

- A. The School shall select its own personnel. The School shall submit to the Sponsor annual written strategies the School will use to recruit, hire, train, and retain qualified staff.

The School shall comply with its policy for selecting and employing personnel. Such policy shall be submitted as provided in the Charter School Opening and Annual Checklist. The teachers, support staff, and contractual staff will be directly supervised by the Superintendent of the School. If the ESP hires the employees, the provisions within Section 10 of this Charter also apply to the ESP and the employees. The School's or ESP's employees are not employees of the School District. Per section 1002.33(9) (o) 4, Florida Statutes, the "School may not enter into a contract with an employee that exceeds the term of the school's charter contract with its sponsor." Violation of this last sentence provides the Sponsor the financial remedies as per section 1002.33(9) (o) 5, Florida Statutes.

The School shall employ only individuals legally authorized to work in the United States pursuant to Federal immigration laws and United States Citizenship and Immigration Services regulations.

- B. The School shall provide the Sponsor copies of monthly payroll rosters as directed. The payroll rosters shall indicate the payroll period, hire date of employee, the number of days that each individual was paid for, and the daily rate of each salary or the total amount paid to each individual during that period. Failure to provide this information in a timely manner may result in withholding of FTE payments, without penalty of interest, until the information is provided and shall constitute a breach of this Contract and good cause to terminate the Contract.

The parties agree that the School will use the Sponsor's specifically-designed charter school employee management system and procedures for processing staff information. The only School employees with access to the District's human capital management system (currently PeopleSoft) are the designated employee(s) at each location that key in the personal information, job data information, DOE Survey 2, 3, & 5 information for the employees at their location. Those are the only uses for this system currently available to the School, although the Sponsor, at its discretion, could add other uses in the future.

The Sponsor shall provide appropriate training to School personnel on the use of the electronic reporting facility.

- C. The School's employment practices shall be nonsectarian.
- D. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012. Certified teachers must be hired by the start of the school year, unless the

parties mutually agree otherwise. Substitute teachers shall not be employed on a permanent basis in lieu of certified teachers. Substitute teachers and paraprofessionals must also be licensed/certified and meet the qualifications in conformance with the law.

- E.
 - 1. Per section 10002.33(9) (o), F.S., the School may not enter into employment agreements which extend beyond the term of the Charter.
 - 2. If the School pays severance pay to an employee, agent, officer, or contractor, pursuant to a contract, the amount of the severance pay may not exceed an amount greater than 20 weeks of compensation, if the severance pay is paid using FTE funds provided by the School District/State. See section 215.425, Florida Statutes (Extra compensation claims prohibited; bonuses; severance pay).
 - 3. If the School pays severance pay to an employee, agent, officer, or contract, that is not provided for in a contract or employment agreement, the severance pay must represent the settlement of an employment dispute. Furthermore, such severance pay may not exceed an amount greater than 6 weeks of compensation, if the funds used to pay such severance are FTE funds. See section 215.425, Florida Statutes.
 - 4. Payment of severance pay is prohibited when the officer, agent, employee, or contractor has been fired for misconduct, as defined in section 443.036(29), Florida Statutes, by the Governing Board of the School, if the funds used to pay such severance pay are FTE funds.
 - 5. For purposes of this Charter, severance pay is defined in section 215.425 (d), Florida Statutes.

- F. The School shall provide continuing professional development programs for its teachers. Employees of the School may participate in certain professional development activities offered by the Sponsor at the discretion of the Sponsor unless required by law and if space is available. Any costs associated with professional development, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee. Any costs passed onto the School would be done on a pro-rata basis based upon total number of schools attending the meeting.

When the School is notified that the training is mandatory, the School is required to send a representative to attend and if the training is online, a School representative must view the training timely.

- G. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

- H. This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board of directors, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18): **NONE**.

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.

- I. The School may not knowingly employ an individual who has resigned from a school or 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 or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- J. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, and/or terminating teachers.
- K. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

Additionally, the School agrees that each of its employees, representatives, agents, subcontractors, or suppliers who are permitted access on School grounds when students are present, who have direct contact with students or who have access to or control of School funds must meet Level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes. Non-compliance shall constitute good cause to terminate this contract.

- L. Instructional and non-instructional personnel who are hired or contracted (including by any management company or ESP) to fill positions in the School and members of the Governing Board of the School must, upon employment, engagement of services, or appointment, undergo background screening as required under section 1012.465, Florida Statutes, or section 1012.56, Florida Statutes, whichever is applicable, by filing with the School Board a complete set of fingerprints taken by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to

section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. Potential School and ESP employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall not hire applicants whose fingerprint check and Level 2 screening results reveal non-compliance with standards of good moral character. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 435.04, 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the Sponsor's Human Resource Department when a staff member is no longer employed at the School.

- M. The School shall require all employees and Governing Board members to self-report within 48 hours to the School and Sponsor any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.
- N. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, the Florida Education Equity Act, and federal law. The School agrees to develop and implement personnel practices and procedures that are consistent with State statutes and rules.
- O. Evaluations. Pursuant to section 1002.33(16) (b) (7), Florida Statutes, the School shall comply with section 1012.34, Florida Statutes, relating to the substantive requirements for performance evaluations for instructional personnel.

Pursuant to section 1002.33(16) (b) (7), Florida Statutes, the School shall comply with section 1012.34, Florida Statutes, relating to the substantive requirements for performance evaluations for school administrators.

An automatic renewal of an employment contract is prohibited without an annual evaluation as required by law.

- P. Per section 1002.33 (12) (g) 3, Florida Statutes, the School or any of its employees are prohibited from entering into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators (including those who resign in lieu of termination), based in whole or in part on misconduct that affects the health, safety, or welfare of a student. The recommendation of this terminated individual to another educational setting without disclosing the misconduct is strictly prohibited. Any part of an

agreement or contract that has the purpose or effect of concealing misconduct is deemed contrary to public policy and is strictly prohibited.

- Q. The School shall be responsible for the investigation and discipline of any School employee who may be in violation of the terms, regulations, policies stated or referenced within this Charter and/or statutes.
- R. If the School's employees and agents accessing District technology must sign the District's Third Party Internet/Intranet Acknowledgement and Consent form PBSO 2359 at: <http://www.palmbeachschools.org/Forms/Documents/2359.pdf> . By signing this form, the School's employees and agents agree to follow School Board Policy 2.50—Third Party Use of District Technology. Additionally, the School must provide these employees and agents with technology security awareness training and provide the Sponsor proof of said training on request.

Section 11: Required Reports/Documents

The School shall provide to the Sponsor all required reports and documents as specified in this Contract and/or as required by law. The reports include:

A. Pre-Opening

- 1. Policies and Procedures Manual
- 2. List of members of the Governing Board and Principal, including current contact information.
- 3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
- 4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members

- e. Student Code of Conduct
- f. Updated list of currently registered students
- g. Contract for transportation rates and services or transportation plan, if applicable.
- h. Letter specifying that the School will adopt/not adopt the Sponsor reading plan
- i. Tentative dates and times of the meetings of the Governing Board for the first year
- j. Crisis Response and Disaster Preparedness Plan
- k. Dismissal policies and procedures
- l. School's parental contract, if applicable
- m. Student Progression Plan (if different from Sponsor's)
- n. Food Services Contract
- o. Comprehensive Incident and Safety Management Plan
- p. School safety requirements under the Marjorie Stoneman Douglas High School Public Safety Act and any and all Applicable laws, rules, regulations including but not limited To: a) Fortify Florida; b)SESIR; c) Threat Assessment Teams, d) FSSAT; e) Active Assailant Response Plan; and f) Mental Health Allocation Plan.

B. Monthly

- 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
- 2. Governing Board meeting agenda and minutes

C. Annual

- 1. Annual Student Achievement Report

2. Annual Financial Audit
3. Annual Unaudited Financial Statements and reporting package;
4. Annual Governing Board Adopted Budget;
5. Program Cost Report
6. Annual Inventory Report [capital purchases with public funds]
7. Policies and Procedures of the School [if materially revised]
8. School based Student Code of Conduct [if materially revised]
9. Dismissal Policies and Procedures [if materially revised]
10. Crisis Response and Disaster Preparedness Plan [if materially revised]
11. Employee Handbook [if materially revised]
12. Current List of members of the Governing Board and Principal
13. School's Parental Contract [if materially revised]
14. Projected Enrollment [for subsequent school year]
15. Capacity [for subsequent school year]
16. School Calendar [for subsequent school year] if different than the District
17. Evidence of Insurance
18. Management Organization Agreement [if materially revised]
19. Student Progression Plan [if materially revised]
20. Food Services Contract [if materially revised]
21. List of members of the Governing Board and Principal, including current contact information [if any variations from previous information provided]
22. Comprehensive Incident and Safety Management Plan
23. School safety requirements under the Marjorie Stoneman Douglas High School Public Safety Act and any and all

applicable laws, rules, regulations including but not limited to: a) Fortify Florida; b) SESIR; c) Threat Assessment Teams, d) FSSAT; e) Active Assailant Response Plan; and f) Mental Health Allocation Plan.

- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

- A. Excused Performance. Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Drug Free Workplace. The School shall be a drug-free workplace, as provided by State and Federal law.
- C. Entire Agreement. This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.
- D. No Assignment without Consent. This Charter shall not be assigned by either party without mutual written consent.
- E. No Waiver. No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

- F. Default Including Opportunity to Cure. In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing. Non-compliance with any of the terms and conditions of this Contract shall constitute good cause for termination.
- G. Survival Including Post Termination of Charter. All representations and warranties made herein and the provisions relating to post-termination of the Charter shall survive termination of this Charter.
- H. Severability. If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- I. Third Party Beneficiary. This Charter is not intended to create any rights in a third party beneficiary.
- J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial. This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court for the County. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.
- K. Notice. Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Except as stated below, every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States 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:
1. Notices to the School:

South Tech Academy, Inc.
Governing Board Chairperson
1300 SW 30th Avenue
Boynton Beach, Florida 33426

2. Notices to the School Board:

The School Board of Palm Beach County, Florida
Attn: Superintendent
3300 Forest Hill Blvd., Suite C-316
West Palm Beach, FL 33406

Office of General Counsel
The School Board of Palm Beach County, Florida
3300 Forest Hill Blvd., Suite C-323
West Palm Beach, FL 33406

Clerk of the School Board, Board Minutes
The School Board of Palm Beach County, Florida
3300 Forest Hill Blvd., Suite C-316
West Palm Beach, FL 33406

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

- L. Authority to Sign. Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.
- M. Conflict Between Charter and Florida and Federal Law. In any case where this charter conflicts with then current federal or Florida law, the terms of the applicable Florida Statute, State Board Rule, federal law, or applicable case law will control over the Charter.
- N. Conflict/Dispute Resolution. Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately or automatically terminate, terminate in 90 days, or non-renew this Charter in accordance with section 1002.33, Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

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

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

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

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

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

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

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application the policy is stated within this Charter, or otherwise agreed to by the Governing Board in writing or as stated below.

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

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the

revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

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

Appendices

1. The Application and amendments therein that have been approved by the Sponsor.
2. Governance Documents.
3. English Language Learners (“ELL”) Plan
4. United States of America and the School District of Palm Beach County dated February 26, 2013 (the “Resolution Agreement”)
5. Sponsor’s Opening School Checklist—PBSD 2414 Charter School Opening of School Checklist
6. Minimum Financially Viable Enrollment Budget

IN WITNESS WHEREOF, the Parties hereby execute this Contract effective on the date last executed by all Parties.

South Tech Academy, Inc.

The School Board of Palm Beach County

By: _____
James F. Notter, Board Chair

By: _____
Frank A. Barbieri, Jr., Esq.
Chairman

Date: _____

Date: _____

By: _____
Donald E. Fennoy, II, Ed. D
Superintendent

Date: _____

**“Reviewed & Approved As To
Legal Form & Sufficiency”**

By: _____
A. Denise Sagerholm, Esq.
**Assistant General Counsel for the
School Board**

Date: _____