

# **CHARTER SCHOOL CONTRACT**

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

### **Emma Jewel Charter School, Inc., (d.b.a. Emma Jewel Academy)**

This Charter made and entered into this 13<sup>th</sup> day of March, 2012, by and between Brevard Public Schools (hereinafter referred to as the "Sponsor") and Emma Jewel Charter Academy (hereinafter referred to as the "School"), a not for profit corporation organized under the laws of the State of Florida. It is the intent of the parties that this contract shall constitute the School's Charter. The School's approved application is incorporated by reference into the Charter as Appendix A. If any provision of this Charter is inconsistent with Appendix A, the provisions of this Charter shall prevail.

## **SECTION 1: GENERAL PROVISIONS**

### **A) Approved Application**

The School's approved application to operate a charter school is appended hereto as Appendix A and is incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix A, the provisions of this Charter shall prevail. This shall constitute the entire agreement between the parties and supersedes all previous agreements/Charters between the parties. Notwithstanding the foregoing, separate agreements regarding the provision of food service, transportation, and other services may be entered into between the parties during the term of this Charter.

### **B) Term**

#### **1) Effective Date**

This Charter shall become effective upon signing by both parties. This Charter is subject to annual review and may be terminated as hereinafter provided.

#### **2) Term**

The term shall cover a term of five (5) years commencing on July 1, 2012 and ending on June 30, 2017.

### **3) Start-Up Date**

- a) The School's calendar shall be consistent with the beginning of the Sponsor's public school calendar for each school year. The School shall provide instruction for at least the number of days 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.
- b) In its sole discretion, the Sponsor may grant a one (1) year deferral from the initial opening date as stated in the approved Application (Appendix A). If a deferral is granted, the term of this Contract will be adjusted to reflect cancellation of one (1) years of the term. If the School is granted the deferral but does not open, this Contract will be automatically rescinded with no notice or further action required of the Sponsor.

### **4) Charter Modification**

- 1) This Contract may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. All material changes must comply with all applicable Federal, State, and local laws and be approved by the Sponsor, in writing, before changes are implemented. Unilateral modification of this Contract in any way is a breach of the Contract and the Contract may be terminated. Whenever the Contract is amended, it shall be updated to comply with current law and standard contract.
- 2) The School may not increase its student capacity beyond the capacity set forth in Section 3(D) of this Charter, except with the written consent of the Sponsor. Notwithstanding the foregoing, Charter contract amendment requests regarding changes in student population or grade-level configuration may be submitted for consideration by the Sponsor once per school year no later than September 1 of the year prior to requested implementation unless the health, safety, or welfare of the students is threatened.
- 3) Pursuant to §1002.331, F.S., a "high performing" charter school may increase its enrollment once per school year by up to fifteen percent (15%) more than the capacity identified in the charter. The high performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following school year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

## **5) Charter Renewal**

- a) Prior to renewal of this charter, the Sponsor shall perform a program review to determine the level of success of the school's current academic program, achievement of the goals and objectives required by state accountability standards and successful accomplishment of the criteria under §1002.33(7)(a), F.S., the viability of the organization, compliance with the terms of the charter, and that none of the statutory grounds for nonrenewal exist.
- b) Any charter school seeking renewal shall be required to complete a charter renewal application and the Sponsor's renewal process.
- c) Charter renewals shall be for a term of five (5) years unless a longer term is allowed by law. Upon approval, the contract will be renewed following the contract negotiation process, which shall be based upon the current School Board Rules and standard contract.

## **C) Educational Program and Curriculum**

The School shall implement the concept and mission, educational program, and curriculum as described in its application approved by the Sponsor (Attachment A). The School shall not change the concept, mission statement, or its general implementation of these guidelines without the prior approval of the Sponsor.

### **1) General**

- a) The School shall implement its educational and related programs as specified in the School's approved application (Appendix A), including the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.
- b) The School shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provided specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with applicable State and Federal Standards and grounded in scientifically-based research. Updates, revisions, and/or changes to the curriculum described in the application and as requested by the Sponsor as a condition of the application's approval are incorporated as part of the approved application included as Appendix A. Any request to change the School's curriculum must be submitted to the

Sponsor in writing, comply with all applicable laws and be approved by the Sponsor, or designee as applicable, before the changes are implemented.

- c) The School agrees to adopt and implement with fidelity, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to use an alternate research based core reading plan. The School will use the Sponsor's CRRP.

#### **D) Non-Renewal/Cancellation and Termination**

The Charter may be canceled or terminated during its term for any reason, including but not limited to, those specified in state law and this Charter. Notices of non-compliance, termination, cancellation and default may be issued by the Sponsor's Superintendent or the Superintendent's designee.

##### **1) Reasons for Termination/Non-Renewal**

The Sponsor may choose to terminate the School's Charter during its term or not renew the Charter at the end of the current term, for any of the following reasons:

- a) Failure to participate in the state's education accountability system created in §1008.31, F.S., as required in this section, or failure to meet the requirements for student performance stated in this Charter;
- b) Failure to meet generally accepted standards of fiscal management;
- c) Violation of the law;
- d) Other good cause shown, including but not limited to, those defined in this Contract;
- e) Failure to make sufficient progress in attaining the student achievement objectives of the charter and it is not likely that such objectives can be achieved prior to expiration of the Charter; and/or
- f) Failure to correct any material deficiency(ies) of which the Sponsor has notified the School either in the termination notice or in a separate prior notice of non-compliance.

##### **2) "Good Cause"**

"Good Cause" for non-renewal or termination includes, but is not limited to, the following, . The School or its representatives:

- a) Fails to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research, and approved by the Florida Department of Education;
- b) Receives a grade of "F" in any consecutive two years;

- c) The School or its representatives are found to have committed a material fraud on the Sponsor or made a material misrepresentation, either willfully or recklessly, in the application or this Contract;
- d) Fails to timely submit or implement a Corrective Action Plan, a Financial Recovery Plan, or periodic reports specified in the plans and required by the Sponsor, the State Commissioner of Education, or the State Board of Education.
- e) Fails to follow, implement, or make progress toward the mission of the School as stated in the Application and this Contract;
- f) Fails to deliver the instructional programs or curricula identified in the Application;
- g) Fails to make contributions to the Florida Retirement System (FRS) if the School has elected to be part of the FRS;
- h) Has substantial debt or is delinquent in payments;
- i) Files bankruptcy, is adjudicated bankrupt or insolvent, or is so financially impaired that the School cannot continue to operate and/or is no longer economically viable ;
- j) Fails to have an annual audit that complies with the requirements specified in this Contract or timely submit required financial reports;
- k) Fails to meet generally accepted accounting principles;
- l) Willfully or recklessly fails to manage public funds according to the law;
- m) Fails to comply with maximum class size restrictions as required by law;
- n) Fails to maintain insurance coverage as required by this Contract;
- o) Fails to provide the Sponsor with access to records;
- p) Violates any court order;
- q) Obtains criminal conviction on matters regarding the charter school by either the School's governing board, its members, collectively or individually, or by the management company contracted by the School;
- r) Receives a determination of financial emergency, pursuant to §218.503, F.S.;
- s) Demonstrates a material violation of the School's by-laws;
- t) Implements improper student admissions and/or withdrawal practices.

**3) Additional “Good Cause” for Non-Renewal/ Termination**

“Good cause” also includes any material breach or violation of the standards, requirements, or procedures of this Contract, including, but not limited to:

- a)** Failing to timely comply with all financial reports and statements in the format specified by the Sponsor;
- b)** Violating the prohibition against School governing board members receiving compensation, directly or indirectly, from the School's operations, including, but not limited to, grant funds;
- c)** Failing to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB);
- d)** Failing to comply with timely submission of the annual report to the Florida Department of Education;
- e)** Failing to timely submit the School Improvement Plan (SIP) to the Sponsor;
- f)** Failing to participate in all required assessment programs as defined by the State;
- g)** Failing to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- h)** Failing to comply with the education goals established by §1000.03(5), F.S.;
- i)** Failing to make adequate progress towards the goals and outcomes designated in the School Improvement Plan (SIP);
- j)** Failing to comply with §§1003.43 and 1008.25, F.S. as applicable if the School serves students in secondary grades;
- k)** Failing to use records and grade procedures that adequately provide the information required by the Sponsor;
- l)** Failing to provide Special Education students and English Language Learners (ELL) with programs and services in accordance with federal, state, and local laws.
- m)** Failing to comply with timely submission of the annual financial audit as required by §218.39, F.S.;
- n)** Failing to utilize facilities that comply with the Florida Building Code pursuant to chapter 553, F.S., except for the State Requirements for Educational Facilities, and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules in accordance to §633.025, as adopted by the authority in whose jurisdiction the facility is located;
- o)** Failing to comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including Individuals with Disabilities Education Act (IDEA).

- p) Failing to obtain all necessary licenses, permits, zoning, use approval facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, within the timelines specified by the Sponsor;
- q) Failing to maintain valid licenses, permits, use approval, facility certification, and any other approval as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract;
- r) Violates §112.311 – 112.326, FS, pertaining to Code of Ethics for Public Officers and Employees;
- s) Violates the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C § 1232g; 34 CFR Part 99); or
- t) Any material violation of assessment administration and security procedures.

**4) Non-Renewal/90-Day Termination**

- a) Notices of non-compliance, termination, cancellation and default may be issued by the Sponsor’s Superintendent or the Superintendent’s designee. At least ninety (90) days prior to non-renewal or terminating the Charter, Sponsor shall notify the Chair of the School’s Governing Board of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School’s Governing Board may, within fourteen (14) calendar days after receiving the notice, request an informal hearing before the Sponsor. The hearing shall be conducted at the Sponsor’s election in accordance with one of the following procedures:
  - i) A direct hearing conducted by the Sponsor within sixty (60) days after receipt of the request for a hearing. The hearing shall be conducted in accordance with §§120.569 and 120.57, F.S. The Sponsor shall decide upon nonrenewal or termination by a majority vote. The sponsor’s decision shall be a final order; or
  - ii) A hearing conducted by an administrative law judge assigned by the Division of Administrative Hearings. The hearing shall be conducted within sixty (60) days after receipt of the request for a hearing and in accordance with chapter 120. The administrative law judge’s recommend order shall be submitted to the Sponsor. A majority vote by the Sponsor shall be required to adopt or modify the administrative law judge’s recommended order. The Sponsor shall issue a

final order.

- b) The Sponsor shall provide its final order to the School's Governing Board and the Department of Education no later than ten (10) calendar days after its issuance. The final order shall state the specific reasons for the Sponsor's decision.

The School's governing board may, within thirty (30) days after receiving the Sponsor's final order, appeal the decision pursuant to Florida law. The decision by the governing board to appeal must be made in a legally noticed public meeting with a quorum present. Minutes or adopted resolution documenting the action must be submitted to the Sponsor.

## **E) Immediate Termination**

### **1) Student Health, Safety, or Welfare**

This Charter may be terminated immediately if the Sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the students exists. The Sponsor's determination to immediately terminate the Charter is subject to §1002.33(8)(b) and §1002.33(8)(c), F.S., except that the hearing may take place after the School has been terminated.

### **2) Sponsor Notification**

Notices of non-compliance, termination, cancellation and default may be issued by the Sponsor's Superintendent or the Superintendent's designee. The Sponsor shall notify in writing the School's governing board, the School principal, and the Florida Department of Education if a charter is terminated immediately. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate.

### **3) Appeal**

Upon receiving written notice from the Sponsor regarding the immediate termination of the School, the School's Governing Board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of request.

### **4) Operation of School**

The Sponsor shall assume operation of the school throughout the pendency of the hearing unless the continued operation of the School would materially threaten the health, safety, or



welfare of the students.

**5) School Access and Documentation Responsibilities**

Upon termination or expiration of this Charter, the School shall immediately give to the Sponsor: all keys to the School's facilities; all security system access codes and access codes for all computers in the School's facilities; all student, educational, and administrative records of the School; 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. The School shall further cooperate and afford the School immediate access to any and all records in Sponsor's possession and needed by the School in preparation of its appeal upon School's request, to the extent that such records were turned over to Sponsor to this section.

**6) Removal of Funds or Property**

The School shall not remove any funds or property purchased with either public or private funds until the Sponsor has a reasonable opportunity to determine whether the funds are public or private and whether the property was purchased with public or private funds. Under no circumstances shall the school remove any property or funds prior to the Sponsor's decision to immediately terminate.

**7) Disbursement of Funds**

The Sponsor shall only disburse charter school funds in order to pay the normal expenses of the school as they accrue in the ordinary course of school business. The Sponsor is not required to use its own funding resources to operate the charter school.

**8) Employees of the School**

The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School but will not be considered Sponsor employees. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

**F) Post-Termination**

**1) School Responsibilities**

The school shall be dissolved under the provisions of law under which the school was organized. Student records and copies of all administrative, operational, and financial records

of the School shall be provided to the Sponsor on the date the termination/non-renewal takes effect.

**2) School Furniture, Fixtures, Equipment, and Funds**

Any 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. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed public funds were used and ownership of the assets shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as those goods purchased with grants and funds provided by a governmental entity. Funds provided by the School and used by the management company to purchase property and assets for the School are considered public funds.

**3) School Debt**

The School is responsible for all debts of the School. The Sponsor may not assume the debt from any contractual services made between the governing body of the School, the Management Company, and/or a third parties.

**4) Unencumbered Funds**

Upon the request of the Sponsor, unencumbered public funds from the School, Sponsor's 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.

**G) School Election to Terminate or Non-Renew**

If the School elects to terminate or non-renew the charter, it shall provide written notice of the election to the Sponsor indicating the final date of operation. All post-termination provisions apply.

**SECTION 2: ACADEMIC ACCOUNTABILITY**

**A) Student Performance: Assessment and Evaluation**

**1) Initial Year**

**a) Expected Outcomes**

The educational goals and objectives for improving student achievement, including how much academic improvement students are expected to show each year, how student progress and performance will be evaluated and the specific results to be attained, as described in Section 5a of the application: Student Performance, Assessment and Evaluation.

**b) Methods of Measurement**

The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are those specified in the School's approved application.

**c) Assessments**

**i. State-Required**

Students shall participate in all state assessment programs. The School shall facilitate required alternate assessments and comply with state reporting procedures.

**ii. Additional**

Students shall participate in all District assessment programs in which the District's students in comparable grades/schools participate, at no cost to the School any other assessments as described in Section 5e of the application: Student Performance, Assessment and Evaluation.

**iii. Support**

All School personnel involved with any aspect of the testing process must have knowledge of and abide by state and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall provide to applicable school staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and state-required assessment activities, e.g., procedures for test administration, staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting.

**iv.** The School shall provide adequate technological infrastructure to support all required online test administration.

**2) Annual**

**i. School Improvement Plan (SIP)**

**ii. Minimum Components of School Improvement Plan**

- 1) The School will provide the Sponsor a School Improvement Plan that is based on the goals and objectives in the application (Appendix A) and complies with the guidelines provided by the Sponsor by the date due established by the State and/or Sponsor. The School Improvement Plan shall contain the School's measurable objectives for the subsequent school years.
- 2) The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Improvement Plan.

**iii. Deadline for Governing Board Approval**

The School's governing board shall develop and monitor the implementation of the School Improvement Plan. Schools which fall under the State of Florida Differentiated Accountability Plan will comply with all requirements as they relate to the School Improvement Plan.

**i. Assessments**

Students shall participate in assessment programs as described in Section 5e of application: Student Performance, Assessment and Evaluation.

**ii. State Required**

Students at the School shall participate in all state assessment programs. The School shall facilitate required alternate assessments and comply with state reporting procedures.

**iii. Additional**

Students shall participate in all District assessment programs in which the District's students in comparable grades/schools participate, at no costs to the School for such participation, and any other assessments as described in Section 5e of the application: Student Performance, Assessment and Evaluation.

- 1) The School shall be responsible for all costs associated with assessments not mandated by the State or the District.
- 2) The School agrees that its students will be assessed during the same timeframe as the other district public schools.

- 3) If an IEP for a student with disabilities or an EP for a student who participates in programs for the gifted indicates accommodations or an alternate assessment for participation in a State Assessment, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

### **3) Termination Based on Academic Performance**

#### **a) School Grade**

The Contract shall be terminated if the School receives a state-designated grade “F” in any two years. The Contract may be non-renewed or terminate if the School fails to make adequate academic progress in accordance with state and federal laws. This provision does not preclude the Sponsor from terminating the Contract for failure to meet academic standards within the first or any subsequent school year.

#### **b) State’s Student Performance Requirements**

In addition to evaluating the School’s success in achieving the objectives stated in the School Improvement Plan, the School shall meet the State’s student performance requirements as delineated in State Board of Education Rule 6A-1.09981, *Implementation of Florida’s System of School Improvement and Accountability*, pursuant to §§1002.02, 1008.33, and 1008.345, F.S. This accountability criterion shall be based upon the assessment systems of the School, the Sponsor, and the State.

### **B) Student Promotion**

#### **1) Student Progression Plan**

The School will adopt the Sponsor’s Student Progression Plan. The School shall implement the Student Progression Plan in effect for the current operational year. The Sponsor may consider, but is not obligated to, approve any exemptions from the Student Progression Plan requested by the School. The School may not implement any exemptions that are not approved by the Sponsor.

#### **2) Other Assessment Tools**

The School may use other assessment tools in its discretion that are educationally relevant, sound, and consistent with this Charter, at its own expense.

### **C) Data Access and Use Pursuant to Statute**

#### **1) Access to Facilities, Records, and Data**

Florida Statutes §1002.33(5)(b)(1) requires the Sponsor to monitor and review the progress of the School towards the goals established for the School. The School shall allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination if, and to what extent, student performance requirements are being met as stated in the Contract and required by §§1008.31 and 1008.345, F.S.

**2) Acceptable Use Policy**

All charter school employees and students are bound by all of the Sponsor’s computer policies and standards regarding data privacy and system security. The School shall not access any of the Sponsor’s student information unless and until the student enrolls in the School. Violation of this provision constitutes good cause for termination .

**3) Student Performance Data**

Student performance data for each student in the School, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for student performance data that are not included under the Sponsor’s administration fee will be the responsibility of the School.

**4) Annual Report**

Pursuant to §1003.33(9)(l), F.S., the School shall report its progress annually to the Sponsor by completing an annual progress report. The progress report shall be in a form consistent with applicable Florida Statutes and rules of the Department of Education. The Sponsor has the right to request additional student performance information and will provide the School with a template to input data.

**SECTION 3: STUDENTS**

**A) Eligible Students**

**1) Enrollment and Admission**

- a) The School’s enrollment and admission process shall be conducted in accordance with its approved application unless altered by Florida law. Prior to implementation, the details of the admissions process will be reviewed and approved by the Sponsor.

- b) The parties agree that the School shall be open to any student covered in an interdistrict agreement or residing in Brevard County, Florida.

The School is subject to compliance with the entry, health examinations, and immunizations section of §1003.22, F.S.

**2) Enrollment Preference**

In accordance to §1002.33(10)(d), F.S., the School may give enrollment preference to the following student populations:

- a) Students who are siblings of a student enrolled in the School;
- b) Students who are the children of a member of the School’s Governing Board; or
- c) Students who are the children of an employee of the School.
- d) Students who have successfully completed a voluntary prekindergarten education program under §§1002.51-1002.79 provided by the charter school or the charter school’s governing board during the previous year.
- e) Students who are the children of an active duty member of any branch of the United States Armed Forces.

**3) Target Student Population**

The School may limit the enrollment process only to target student populations pursuant to §1002.33(10)(e) F.S. The School may not target a student population other than the one approved by the Sponsor. The School will target the following student population:

Pursuant with State Statutes, the School will target students considered at risk of dropping out of school or academic failure that reside in the Diamond Square Area of Cocoa, FL. These students reside within a reasonable distance of the charter school, as allowable by law.

**4) Racial/Ethnic Balance**

- a) The School agrees that it shall develop and implement strategies to achieve a racial/ethnic balance reflective of the community it serves.
- b) The School agrees to widely publicize the recruiting efforts to attract a sufficient pool of applicants. The School will take appropriate steps to reach students representative of the racial and socioeconomic diversity in the community, including typically “harder to reach” families.

**5) Decrease in Student Enrollment**

If the planned enrollment decreases by thirty percent (30%) or more of the projected number in any given year, the School may be required to submit revisions to the original charter plan in areas including, but not limited to, budget and cash flow and, staffing plan. The School shall notify the Sponsor within thirty (30) calendar days if the planned enrollment decreases by thirty percent (30%) in any given year.

**6) Lottery**

The School agrees to implement a lottery system if the number of applicants exceeds the stated capacity of the school, class, grade level, or building to ensure that all applicants have an equal opportunity of being admitted to the School through a random selection process that complies with Florida law and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located.

**7) Waiting List**

Applicants not selected for enrollment will be placed on a waiting list in the order determined by the random selection process. Applicants placed on the waiting list through this process take precedence over those placed on the waiting list after the application deadline. If slots become available during the school year, they will be filled from the waiting list. The waiting list is valid for only the upcoming school year. Applications will also be accepted after the established application period. Qualified applicants will be placed on the waiting list in the order determined by application date.

**8) Records of Students Who Apply**

The School must maintain a record of all students who apply to the school, whether or not they are eventually enrolled.

**9) Non-Discrimination**

The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and student who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of §1000.05 F.S., the Florida Education Equity Act.

**10) Students Expelled by Sponsor**

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



**B) Grades Served**

The School shall enroll students in grades K-8.

**C) Class Size**

The School shall comply with class size restrictions as required by law pertaining to charter schools.

**D) Annual Projected Enrollment**

**1) Projected Student Enrollment**

The following table reflects the projected student enrollment and school capacity, and is subject to annual modification pursuant to the provisions of this Charter:

The Charter’s enrollment cap is 420 students to be obtained by 2016-2017.

| <b>Year</b> | <b>Projected Student Enrollment<br/>(This number will serve as a cap for funding purposes for each stated year.)</b> | <b>Grades Served</b> |
|-------------|--|----------------------|
| 2012-2013   | <b>320</b> Students  | <b>K-8</b>           |
| 2013-2014   | <b>340</b> Students  | <b>K-8</b>           |
| 2014-2015   | <b>360</b> Students  | <b>K-8</b>           |
| 2015-2016   | <b>380</b> Students  | <b>K-8</b>           |
| 2016-2017   | <b>420</b> Students  | <b>K-8</b>           |

**E) Annual Capacity Determination**

**1) Eligibility for Receipt of Funds**

The School shall not be eligible for or receive funds for enrollment beyond the number of students enrolled as stipulated above.

**2) Enrollment Capacity**

a) 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.

b) Monthly payments shall be withheld, without penalty of interest, for students in excess of

the School's enrollment capacity, as defined by the valid CO, CU, or Fire Permit, or in excess of the projected enrollment for the school year.

**F) Admissions and Enrollment Plan**

Pursuant to §1002.33(10)(a), Florida Statutes, the School shall enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.

**1) Enrollment Plan**

The School will be responsible for its enrollment process. The School shall submit an Enrollment Plan that addresses the process for acceptance of applications and enrollment of students, including but not limited to maintaining a student population that reflects the diversity of the community in which the school is located and enrollment preferences, as approved by the School's governing board and agreed to by the Sponsor in the approved application.

**2) Student Information**

The School may not request prior to enrollment, through the application 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.

**G) Maintenance of Student Records Required by Statute**

**1) Student Records**

- a) The School shall ensure that all student records are kept confidential as required by applicable federal and state laws. The Sponsor has the right with reasonable notice, if it has legitimate educational interest, to review student records maintained by the School.
- b) The Sponsor agrees to cooperate with the school to provide cumulative folders and permanent records, including IEPs.
- c) The School will maintain both active and archival records for current/former students in accordance with Florida Statutes.

**2) Maintenance of Student Records**

- a) All cumulative folders and permanent records of students leaving the School to attend a district school will be forwarded to the receiving school upon request.

- b) All cumulative folders and permanent records of students leaving the School to attend a school other than a district school will be copied and forwarded to the receiving school. The original cumulative folder and permanent record of the student will be filed with the School's inactive student records and transferred to the Sponsor in accordance with Florida Statutes.
- c) All cumulative folders and permanent records of students leaving the school for any reason, other than above, will be filed with the school's inactive student records and transferred to the sponsor in accordance with Florida Statutes.

**3) Pupil Attendance Records**

The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code.

**4) Annual Enrollment Report**

The School will annually provide to the Sponsor a report listing all students enrolled during the school year, and the disposition of each student's cumulative folder and permanent record, i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate. This report shall be provided to the Sponsor each year prior to July 1.

**H) Exceptional Student Education**

Students with disabilities shall be provided with programs implemented in accordance with federal, state, and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, §§§§1000.05, 1003.57, 1001.42(4)(1), and 1002.33, F.S., and Chapter 6A-6 of the State Board of Education Administrative Rule.

**1) Non-Discriminatory Policy**

The School shall not discriminate against students with disabilities in placement, assessment, identification, and admission. The School shall not request, through the School's application or otherwise, a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the student's enrollment in the School. The School's enrollment application will not include questions concerning the content of a student's IEP or need for special services.

**2) Sponsor's Responsibilities**

- a) The Sponsor will have the responsibility of conducting the evaluation of students referred

for potential placement within exceptional student education in accordance with federal and state mandates. All subsequent evaluations will be the responsibility of the School.

- b)** The Sponsor will provide a Staffing Specialist to serve as the Local Education Agency (LEA) when an IEP meeting is conducted to consider an initial placement, a change in placement, a dismissal from a program, or a change in personnel assignments or reassignments. However, the administrator or designee in charge at the School will serve as the LEA Representative at annual and interim IEP, Educational Plans (EP), and 504 meetings, which the School shall conduct.
- c)** The Sponsor may participate in all IEP meetings at the School and will serve as the Local Educational Agency (LEA) Representative when attending. The Sponsor will be responsible for the review of the Matrix of Services form following the completion or revision of an IEP. The Sponsor will make final determinations of the Matrix of Services scores.
- d)** The Sponsor shall provide exceptional student administration services to the School, pursuant to §1002.33, F.S. The School will be billed for services not covered by the administration fee at the actual cost of the services.

### **3) School's Responsibilities**

- a)** The School shall deliver all educational, related services, and equipment indicated on the student's IEP, EP, or 504 Plan. The School shall also provide related services and equipment, e.g., speech/language therapy, occupational therapy, physical therapy, counseling, assessment instruments, assistive technology devices, and therapeutic equipment.
- b)** The School shall make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School will be educated in the least restrictive environment.
- c)** Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School. A student, whose needs cannot be adequately addressed at the School as determined by an IEP committee, will be appropriately referred; and the School staff will work together with the Sponsor's

personnel to ensure that the needs of the students are met. The School's staff will work closely and as early as possible in the planning/development stages with the Sponsor's staff to discuss the services needed for the student with disabilities.

- d)** In the event there is a Due Process Hearing, mediation, or court action, in accordance with Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 involving the provision of education and related services to a student with disabilities at the School, the School shall bear all costs of the hearing, mediation, or court action including legal representation. In the event that the party representing the parents or guardians prevails, any and all attorneys fees awarded to prevailing party will be paid by the School.
- e)** The School will be guided by the Sponsor's screening and referral process, as outlined in the Sponsor's Special Programs and Procedures document and the Admissions Placement Manual and Forms, as may be revised at the Sponsor's sole discretion with respect to referral of student's initial evaluations, re-evaluations, transfers, staffing, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards, and due process provisions.
- f)** The School may obtain independent evaluations of students at their expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by district personnel in a manner and timeframe consistent with that of all other schools in the district.
- g)** The School must hire an appropriate number of ESE certified teachers to provide ESE services. The Sponsor must be notified immediately by the School in the event that the certified ESE teacher is no longer employed or providing services to ESE students as required in their IEPs.
- h)** The School will participate in all assessments, including alternate assessments for students as determined by the IEP committee, at no additional expense to the School.
- i)** The School must ensure that a certified ESE teacher maintains written documentation of consultative services for any student whose IEP indicates consultative services.
- j)** The School will provide parents of students with disabilities procedural safeguards (in their native language), which include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and

surrogate parents.

- k)** Consistent with the provisions of the Individuals with Disabilities Education Act (IDEA), the School will ensure that parent/guardians or their appropriate representative will be a member of the interdisciplinary team responsible for the establishment and modification of the student's Individual Education Plan (IEP).
- l)** The School will provide the Sponsor with the names of its representatives eligible to participate as the LEA in annual IEP meetings and updates. A person eligible to serve as LEA is:
  - 1)** Qualified to provide, or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities;
  - 2)** Knowledgeable about the general curriculum; and
- m)** Knowledgeable about the availability or resources of the local education agency.

**4) 504 Students**

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

**5) English Language Learners**

- a)** The School will provide programs such as English for Speakers of other Languages (ESOL) and services for English Language Learners (ELL) students according to Florida Statute and Florida State Board of Education Rules to meet the requirements of the Consent Decree entered in Lulac, et al. v. State Board of Education and related rules of the State Board of Education in Chapter 6A-6.
- b)** The School will comply with the Sponsor's LEP plan in identifying ESOL students and provision of ESOL services.
- c)** The School will ensure that teachers who have responsibility for the instruction of ELL students have the appropriate training as required for ESOL certification and/or endorsement.
- d)** The School will ensure that every ELL student will have equal access to any and all

programs available in the School. These include, but are not limited to programs for: exceptional student education, including gifted, vocational education, and dropout prevention.

**I) Dismissal Policies and Procedures**

**1) Student Withdrawal**

- a) The School may not withdraw or transfer a student involuntarily, unless the withdrawal or transfer is accomplished through established administrative procedures mutually agreed upon in this Contract.
- b) The School may not dismiss an otherwise qualified student from attendance except for causes for expulsion as contained in the Sponsor's Code of Student Conduct. Parent/student contracts cannot include provisions for mandatory dismissal.

**2) Discipline**

- a) The School agrees to maintain a safe learning environment at all times to ensure for the health, safety, and welfare of all students attending the School.
- b) The School will adopt and follow the Brevard County Public School Code of Student Conduct, as it may be modified by the School for students of the same grades. Any modifications to the Code of Student Conduct shall require approval of the Sponsor. Any policies developed by the School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Education rules, federal and state laws and regulations, and federal and state court decisions.
- c) The School's code of student conduct shall be incorporated into a parent/student handbook and made available to parents and the Sponsor.
- d) The School shall be responsible for all matters relating to student discipline. The School shall comply with any and all State, Federal, and Local laws. During the school day, or any school-sponsored event, students shall be taught in an environment where discipline is consistent and designed to support appropriate behavior.
- e) The School agrees to implement and adhere to procedures for discipline of ESE students as outlined in administrative directives and comply with requirements for the Individuals with Disabilities Education Act. Compliance with the Sponsor's Section 504 policies and procedures specific to manifestation determination and discipline issues for students with active 504 Plans will be met.

- f) The School agrees that it will not engage in the corporal punishment of its students.
- g) The School will implement a dress code established by the Governing Board that establishes a higher standard of dress.

**3) Student Expulsions**

- a) No student shall be expelled from the School District except by action of the Brevard County School Board upon recommendation of the Superintendent.
- b) The School agrees to follow the Sponsor's guidelines and procedures regarding a recommendation for expulsion of a student and will submit any recommendation for expulsion of a student to the Sponsor for appropriate disposition.
- c) The School may contract with the Sponsor to send students recommended for expulsion to an Alternative Learning Center. If a student's actions lead to recommendation for assignment to an alternative school or expulsion from the Sponsor's district, School will cooperate in providing information and testimony needed. Students will be assigned to an alternative school only through the process established by the Sponsor's Code of Student Conduct, and will be expelled from the Sponsor's district only if the requirements of the policy have been met.

**SECTION 4: FINANCIAL ACCOUNTABILITY**

**A) Revenue**

**1) Basis for Funding**

**a)**

- i. Students enrolled in the School shall be funded as if they are in a basic program or a special program, the same as students enrolled in other public schools in the school district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in §1011.62 F.S., 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 total funded weighted full-time equivalent students (WFTE) in the school district; multiplied by WFTE for the School.
- ii. Upon request, the School shall provide the Sponsor with documentation that



categorical funds received by the School were expended as allowed by laws pertaining to charter schools.

- iii. If eligible, the School shall also receive its proportionate share of categorical program funds included in the FEFP by the Legislature, including transportation.
- iv. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

**b) Student Reporting**

- i. The School shall report its student enrollment to the Sponsor in accordance with all applicable state laws.
- ii. School shall submit to Sponsor an estimate of full-time-equivalent students for the succeeding school year by the date stipulated by the Sponsor.
- iii. The Sponsor shall include the School's enrollment in the Sponsor's report of student enrollment. In order to facilitate the School's reporting requirements as reflected in the legislation and in order to provide continuous data for students participating in the School, the parties agree that the School will utilize the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment information.
- iv. The School will make provisions, at their expense, for network communications between the parties by the use of the Sponsor's private network. This will then allow the School to use the Sponsor's electronic mail system and other administrative (student and/or business oriented) systems as required by Florida Statutes. The School accepts responsibility and will purchase appropriate hardware to integrate with the Sponsor's network, e-mail, and administrative systems.
- v. The Sponsor will provide training for the School personnel in the use of designated district applications necessary to respond to the legislative requirements of §1008.33, F.S. and §1008.34, F.S., including the annual report and the state/district required assessment program, at no additional cost to the School.
- vi. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall reimburse the State for any errors,

omissions, or misrepresentations for which the School is responsible.

vii. Access by the School to additional data processing applications not required in the legislation but available through the Sponsor may be negotiated by the parties separately.

**a) Distribution of Funds Schedule**

i. The Sponsor shall calculate and submit twelve (12) monthly payments to the School.

ii. The initial payment, excluding start-up grants, pursuant to this Charter shall be paid on July 31, 2011

iii. Subsequent payments will be made by the 15<sup>th</sup> of each month, beginning with August 15.

**d) Adjustments**

i. Payment shall be on a monthly basis in arrears based upon the estimated number of FTE students in membership during the FTE survey periods. The final payment during any fiscal year shall be adjusted to reflect the number of actual FTE students in membership during the FTE survey periods. Total funding shall be recalculated during the School year to reflect actual WFTE students reported by the School during the FTE student survey periods.

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

iii. In the event the Sponsor's district exceeds the state cap for WFTE for Group 2 programs established by the Legislature results in unfunded WFTE for the district, the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

**e) Holdback/Proration**

i. In the event of a state holdback or a proration, which reduces district funding, the School's funding will be reduced proportionately.

ii. If the Sponsor receives notice of an FTE funding adjustment, which is attributable to noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School.

- iii. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice to the School and the School shall reimburse the full amount to the Sponsor within thirty (30) days.

**2) Federal Funding**

**a) Title I**

- i. Any Title I funds allocated to the School must be used to supplement student's greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. The academic program funded through Title I shall include Reading, Language Arts, Mathematics, and Science.
- ii. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations.
- iii. If the School accepts Title I funds, at least one (1) percent of the Title I funds budget must be spent in support of parental involvement activities.
- iv. Any equipment item purchased with Title I funds costing \$1000 or more, which is classified as Capitalized Audio Visual Equipment, remains the property of Title I. This property must be identified, labeled, and made readily available for Title I property audits.
- v. The Sponsor's 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.
- vi. All documentation, including, but not limited to, Title I Accountability and Technical Assistance Team (A-TAT) School Site Compliance documents, agendas, schedules, minutes, time sheets, receipts, invoices, purchase orders, rosters, etc., must be maintained at the School for a minimum of five years as evidence to validate the use of Title I school site allocations.

**b) IDEA**

Funding for services provided to students with disabilities in the School will be provided in the same manner as for the Sponsor's other public schools.

**c) Grant Funds**

- i.** The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the School's competition for grants and other monetary awards, including, but not limited to, Federal Start-up Grant and Dissemination Grant.
- ii.** The School agrees to comply with the appropriate, policies and procedures for federal and state grants management, which include, but are not limited to:
  - a)** Working with Sponsor, and specifically, the charter school district contact, and the Finance Department to facilitate Sponsor's approval, where required, for federal and state grants;
  - b)** Submitting a Grant Application, Executive Summary Form and grant description for each such grant processed with the Sponsor's timeline for School Board approval, when required
  - c)** Submitting monthly FA399 reports with appropriate documentation;
  - d)** Submitting an annual final FA399 within thirty (30) days after the grant period ends; and
  - e)** Retaining all grant files for three (3) years after Sponsor's audit.
- iii.** With regard to any program or service provided by the Sponsor, which is funded by federal funds that follow an eligible student, the Sponsor agrees that if the same program or service is provided to an eligible student at the same level of service by the School, then upon receipt of adequate documentation from the School, the Sponsor shall transfer to the School the federal funds received by the Sponsor attributable to that student, provided that federal law or regulation does not prohibit such transfer of funds. All current federal funds will be forwarded to the School on an equitable basis. Sponsor will provide the calculation method and support documentation.
- iv.** In the event that the Sponsor must serve as the fiscal agent, and indirect costs are allowable expense of the grant, the School agrees that the Sponsor will be permitted to retain grant funds in an amount equal to the annually negotiated indirect cost rate as determined by the Florida Department of Education. Indirect costs shall be reflected in the budget of the grant application submitted by the School.

- v. If the Sponsor develops a District-wide grant, the School may be included in the District proposal in accordance with the school eligibility requirements and grant guidelines within the Request for Proposals.
- vi. When grant proposals are developed by the Sponsor's staff using student or school counts that include the School's students, and the grant is awarded to the Sponsor, the pro-rata share of the dollars or services received from that grant shall be distributed to the School, if eligible, as defined in the budget developed by the grant.

**d) Other Funding Sources**

The School may secure funding from private institutions, corporations, businesses, and/or individuals. The School shall notify the Sponsor, in writing, within thirty (30) days of receipt of the funds.

**3) Charter School Capital Outlay Funds**

**a) Application**

- i. A Capital Outlay Plan must be submitted to the Sponsor for approval before any capital outlay funds will be released. This plan must be submitted by the date designated by the Sponsor, of each year that the School is eligible for capital outlay funds. Pursuant to §1013.62 F.S., to be eligible for a funding allocation, the School must:
  - ii. Have been in operation for three (3) or more years;
  - iii. Be governed by a governing board established in the state for 3 or more years which operates both charter schools and conversion charter schools within the state;
  - iv. Be an expanded feeder chain of a charter school within the same school district that is currently receiving charter school capital outlay funds;
  - v. Have been accredited by the Commission on Schools of the Southern Association of Colleges and Schools; or
  - vi. Serve students in facilities that are provided by a business partner for a charter school-in-the workplace pursuant to §1002.33(15)(b), F.S.
  - vii. The School must have financial stability for future operation as a charter school, have satisfactory student achievement based on state accountability standards

applicable to the School, have received final approval from the Sponsor pursuant to §1002.33 for operation during that fiscal year, and serve students in facilities that are not provided to the School by the Sponsor.

**b) Distribution**

The Sponsor shall make timely and efficient capital outlay payment to the School upon receipt of all required supporting documentation. The Sponsor shall not certify outlay plans if it cannot attest to the School's eligibility.

**B) Sponsor Administrative Fees**

**1) Fees**

- a)** The Sponsor shall withhold a total administrative fee of five percent (5%) for enrollment for up to and including two hundred fifty (250) students.
- b)** If the School is designated as a high performing charter schools, as identified by the Commissioner of Education, the Sponsor shall withhold a total administrative fee of two percent (2%) for enrollment up to and including two hundred fifty (250) students.
- c)** If the School has a student enrollment of two hundred fifty-one (251) students or greater, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in §1013.62(2), F.S.
- d)**
  - a)** The Sponsor shall withhold a total administrative fee of five percent (5%) for enrollment for up to and including five hundred (500) students if the School is within a system of charter schools, which meet all of the following:
    - i.** Includes both conversion charter schools and nonconversion charter schools;
    - ii.** Has all schools located in the same county;
    - iii.** Has a total enrollment exceeding the total enrollment of at least one school district in the state;
    - iv.** Has the same governing board; and
    - v.** Does not contract with a for-profit service provider for management of school operations.
- e)** The difference between the total administrative fee calculation and the amount of

the administrative fee withheld pursuant to stipulations described above may be used for instructional and administrative purposes as well as for capital outlay purposes as specified in §1013.62(2), F.S.

**2) Services**

- a)** The Sponsor shall provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services; exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the charter school, are provided by the school district at the request of the charter school, that any funds due to the charter school under the federal lunch program be paid to the charter school as soon as the charter school begins serving food under the federal lunch program, and that the charter school is paid at the same time and in the same manner under the federal lunch program as other public schools serviced by the sponsor or the school district; test administration services, including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located. Student performance data for each student in a charter school, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the sponsor to a charter school in the same manner provided to other public schools in the district.

**3) Food Services**

- a)** Food service to the Charter school is the responsibility of the School and must be provided according to applicable district, state, and federal rules and regulations.
- b)** The School shall make lunch available to all students. Breakfast shall be provided when required by state and federal guidelines (required for all elementary students). The meal requirements, procedures, and accountability must comply with the United States Department of Agriculture rules and dietary guidelines.
- c)** The School is solely responsible for funding any deficits it incurs in such services

and programs and the Sponsor shall have no liability for the same.

- d)** The School shall distribute Free and Reduced Price meal application forms to students. The School will work collaboratively with the district to certify student eligibility for such programs using required federal rules and procedures. These records may be used to certify eligibility for participation in other state/federally-funded programs (i.e., Title I). All records must be accurately completed and maintained for review by state/federal auditors.
- e)** The School shall provide food service to its students by one of the following means:

  - i.** Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Programs at the Charter school; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education.
  - ii.** Enter into an agreement with a third party vendor to have food service provided either to the Site of the School or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or
  - iii.** Request meal service to be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. (The meal service is provided to schools with enrollment of 200 students or less). Under this arrangement, the Sponsor would provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system; the Sponsor would establish the per meal charges to the School; the Sponsor would provide the School Free and Reduced Price Meal applications which would be distributed by the School to students for completion; the Sponsor would provide meal service for pick-up by the School; the Sponsor would complete and submit reimbursement claims to the Department of Education and the School would pay the Sponsor for the non-reimbursed portion of meals served on a daily basis.



**4) Transportation Services**

- i) The School may contract with Sponsor to provide transportation for students to and from school. The Sponsor shall retain the state and local district allocated funds for transportation for the above transported students. The School will also pay the additional annual per student transportation cost that the Sponsor incurs.
- ii) Notwithstanding the provisions of the preceding paragraph, the Sponsor may allow the School to lease one (1) or more buses for a monthly fee and mileage rate at the Sponsor's cost and as mutually agreed between the parties. The School shall retain applicable state and local transportation funds for students transported by the School pursuant to such lease.

**5) Other Services**

Any services requested by the School other than required in 1002.33(20)(a)(1), F.S. will require a separate, negotiated agreement between the parties.

**C) Restriction on Charging Tuition**

The School agrees that it shall not charge tuition or fees, except those fees normally charged by the other public schools, or levy taxes or issue bonds secured by tax revenues. This shall not prohibit fees for non-required after school activities.

**D) Allowable Student Fees**

**1) Use of Student Fees**

Fees collected must be allocated directly to, and spent only on, the activity or material for which the fee is charged.

**2) Fee Schedule**

At least thirty (30) days prior to the beginning of each school year, the School shall provide the Sponsor with a comprehensive fee schedule for the school year. 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 written approval of the Sponsor.

**3) Student Fee Documentation**

The School shall maintain documentation supporting the collection of the approved fee schedule, which will be available for the Sponsor to review.

**E) Budget**

**1) Annual Budget**

The School agrees to provide to the Sponsor proof that it will have sufficient funds to cover the ongoing operating expenses associated with the operation of the charter school, including without limitation the amount of any lease payments, teacher and other staff salaries and benefits, and transportation costs, for the year 2011-2012 and each school year during the term of this Contract and/or any renewal. The parties agree that the submission of the School's approved budget shall satisfy this requirement.

**a) Governing Board Approval Required**

The School's governing board shall adopt and maintain an annual balanced budget.

**b) Submission Date**

The School shall annually transmit to the Sponsor a copy of the School's adopted budget on or before September 1.

**2) Amended Budget**

The School shall provide a copy of the amended budget to the Sponsor within ten (10) days of its approval by the School's governing board.

**F) Financial Records, Reports, and Monitoring**

**1) Maintenance of Financial Records**

The School shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book), as a means of codifying all transactions pertaining to its operations. Federal, state, and local funds shall be maintained according to existing mandates and practices, i.e., separate funds and bank accounts for federal, state, and local funds as required under applicable statutes.

**2) Financial and Program Cost Accounting and Reporting for Florida Schools**

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida.

**3) Financial Reports**

**a) Financial Reports**

The School shall submit monthly financial statements in the form prescribed by the Sponsor unless the School is designated as a high-performing charter school

pursuant to §1002.331, F.S., in which case the School may provide a quarterly financial statement.

**b) Annual Property Inventory**

The School shall annually submit to the Sponsor by September 15 a cumulative listing of all property purchased with public funds, i.e., FEFP, grant, and any other public-generated funds, and a separate cumulative listing of all property purchased with private funds with the annual audited financial statements.

**Program Cost Report**

**c)** The School shall provide the Sponsor its annual cost report in a form and manner consistent with the generally accepted governmental accounting standards in Florida by the date established by the Sponsor.

**d) Annual Financial Audit**

**i)** The School will comply with all state laws related to the disclosure of financial records. The School agrees to incur the expense of obtaining an annual financial audit by an independent certified public accountant.

**ii)** The School shall provide the Sponsor with six (6) copies of the audit and the School's responses to the findings, which shall be bound together in one complete report, within two (2) months after the end of its fiscal year. In addition, two (2) copies of the audit report must be submitted to the Auditor General within forty-five (45) days after delivery of the audit report to the School's governing body.

**iii)** The School must comply with all provisions related to the submission of its audited financial report, including the response/rebuttal and corrective actions, to the Sponsor, Auditor General, and with the Department of Education.

**iv)** The Sponsor has the right to review and audit, upon request, all financial records of the School to ensure fiscal accountability and sound financial management pursuant to §1002.33(9)(g), F.S. The School will provide to the Sponsor a written statement of explanation or rebuttal concerning the auditor's findings, including corrective action to be taken within thirty (30) days after the delivery of the auditor's findings pursuant to §218.39(6), F.S.

**v)** No later than April 30 of each year, the School shall formally notify the

Sponsor in writing the name, address and phone number of the auditor engaged to perform the year-end audit and documentation of the auditor's current peer review.

**e) Form 990**

If the School has been granted tax-exempt status, the School will provide the Sponsor with a copy of correspondence from the Internal Revenue Service (IRS) granting tax-exempt status as a section 501(c)(3) organization. In the event that it is not included in the audit report, the School will also provide the Sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of filing with the IRS. If the IRS does not require the Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. Notwithstanding anything set forth in the Contract, the Sponsor does not covenant to extend or pledge its tax-exempt authority in any way for the use and benefit of the School.

**4) School's Fiscal Year**

The School's fiscal year shall be from July 1 through June 30.

**5) Financial Recovery Plan and Corrective Action Plan**

a) If the School is found to be in a state of deteriorating financial condition or meets one or more of the conditions delineated in §219.503, F.S., *Determination of Financial Emergency*, the governing board and the Sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received in accordance with §1002.345, F.S. If the governing board and the Sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan. Failure on the part of the School to propose a good faith corrective action plan shall constitute a material breach of this contract and may result in the Sponsor's withholding of subsequent payments to the School without penalty of interest until the breach is cured. The Sponsor may also terminate the contract.

b) As stated in §1002.345, F.S., the Sponsor may decide not to renew or may terminate the School if the School fails to correct the deficiencies noted in the

corrective action plan within one (1) year after being notified of the deficiencies or exhibits one or more financial conditions specified in §218.503, F.S. for two (2) consecutive years.

**6) Submission Process**

The School shall submit all required financial statements to the Sponsor in the timeline and format prescribed by the Sponsor and/or State. Failure of the School to comply with timely submission of all financial statements in the required format specified by the Sponsor shall constitute a material breach of this Contract and may result in the Sponsor's withholding subsequent payments to the School without penalty of interest and/or termination of this Contract.

**7) Additional Monitoring**

The Sponsor reserves the right to perform additional audits or reviews, at its expense, as part of the Sponsor's financial monitoring responsibilities as it deems necessary. Additional audits or reviews shall be based on sound and reasonable circumstances that dictate additional reports beyond the reports required by this Charter.

**G) Financial Management of School**

**1) Financial Management and Oversight Responsibilities**

The School shall implement financial management and oversight procedures, controls and methods.

**2) Taxes and Bonds**

Pursuant to §1002.33(9)(m), F.S., the School shall not levy taxes or issue bonds secured by tax revenue.

**3) Additional Financial Requirements**

The Sponsor reserves the right to require the School and the School agrees to adhere to any additional financial requirements mandated by the State and/or Federal laws and regulations.

**4) Utilization of Sponsor**

The School shall not suggest or represent to third parties, including, but not limited to, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals, that the Sponsor will guarantee payment of any

purchases made or debts incurred by the School, nor shall the School represent that the Sponsor will guarantee payment for any loans secured by the School, or that the Sponsor will lend its good faith and credit in order for the school to obtain a loan or other forms of credit.

**5) Bank Transfer Information**

The School shall submit a bank information form, which will provide all necessary information for the School's bank account where payments from the Sponsor will be deposited. The bank account must be in the same legal name of the School, and the bank information form must be signed by the active governing board chair of the School. The Sponsor shall not send payments to a trust account or to any bank account other than the one held and controlled by the School.

**H) Internal Audit Procedures**

The School shall implement the financial controls and audit procedure described in the School's governing laws and rules, the provision of this Contract and the School's approved application.

**SECTION 5: FACILITIES**

**A) Prior Notification**

**1) Deadline to Secure Facility**

The School shall provide the Sponsor with documentation regarding the School's property interest (owner or lessee) in the property and facility where the School will operate. If the School does not own the property and facility, the School shall provide a fully executed lease at least thirty (30) calendar days before the initial opening day of classes. For leased properties, the School shall obtain form the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirement of §196.1983. F.S., regarding charter school exemption from ad valorem taxes.

**2) Deadline to Submit Zoning Approvals and Certificate of Occupancy**

The School shall annually obtain all permanent and temporary licenses, permits, use approval, facility certification, a fully executed lease, and any other approvals required by the local government or any other governmental bodies having

jurisdiction by at least thirty (30) calendar days prior to the opening day of classes. The Sponsor shall terminate this Contract with no compensation to the School, if the School fails to obtain all permanent and temporary licenses, permits, use approval, facility certification, a fully executed lease, and any other approvals required by the local government or any other governmental bodies having jurisdiction by at least thirty (30) calendar days prior to the opening day of classes.

**3) Facility Inspection**

The School is responsible for the initiation and provision of inspections and an occupational license as required. The School shall deliver to the Sponsor within fourteen (14) calendar days of the date of the inspection, copies of any and all facility inspections performed at any time by local governments or any other governmental bodies having jurisdiction.

**4) District Inspection of Facility**

a) The School shall deliver to the Sponsor written documentation of required inspections and certificates of occupancy at least thirty (30) calendar days prior to the opening day of classes every year.

b) The Sponsor may inspect the School facilities at any time during the school year to ensure compliance with all applicable state laws and building and zoning requirements.

**B) Compliance with Building and Zoning/Requirements**

**1) Florida Building Code**

Pursuant to §1002.33(18), F. S. the School shall use facilities, which comply with the Florida Building Code for Public Education Facilities Construction adopted pursuant to §1013.37, F.S., or pursuant to Chapter 553, F.S. except for the State Requirements for Educational Facilities. The School is not required to comply, but may choose to comply, with the State Requirements for Educational Facilities for the Florida Building Code adopted pursuant to §1013.37, F.S.

**2) Florida Fire Prevention Code**

The School shall utilize facilities that comply with the Florida Fire Prevention Code, pursuant to §633.025, as adopted by the authority in whose jurisdiction the facility is located,

**3) Applicable Laws, Ordinances, and Codes of Federal, State, and Local Governance**

- a) The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, using approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.
- b) The School's operation shall be subject to necessary local government approvals, and if applicable, review of traffic studies/analysis. The School may also be required by the local government to provide amenities to ensure safe access to children/pedestrians walking to the School. Zoning or other land use development orders approving the School for use, if issued by the local government entity having jurisdiction over the area where the School property is located, shall satisfy the review requirements of §1013.33, F.S.
- c) The School shall be responsible for all costs for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, traffic analyses/studies, and any other additional charges or surcharges by the local government or other governmental agencies.
- d) At all times, the School shall display a valid and current Certificate of Occupancy, and other certificates required by building and fire enforcement authorities, health and sanitation enforcement authorities and all other applicable enforcement agencies.
- e) 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 terminate this Contract. In the event the



School leases its facilities, Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with §286.23, F.S.

**4) Capacity of Facility**

- a) The School shall not allow the enrollment at any time to exceed the number of students permitted by zoning capacity, certificates of use and/or occupancy, applicable laws and regulations. If the School permits other charter schools to share the facility, the combined total enrollment of all of the charter schools sharing the facility shall not exceed the CO and CU capacities of the facility.
- b) Any change to the official capacity should be reported, in writing with appropriate supporting documentation, within thirty (30) calendar days of change.

**5) Leased Facilities**

If the School operated in a leased facility(s), the lease shall be for the term of this Contract, or in lieu thereof, the School shall present a lease with a plan to ensure a facility during the duration of the Contract. The lease shall be signed by a properly authorized member of the governing board, or its designee, as documented in corresponding official governing board minutes.

**6) Emergencies**

In unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/personnel, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption to instruction. This alternative location shall be subject to all facility requirements indicated in this section.

**C) Location**

**1) School's Street Address**

The School is located at 705 Blake Avenue Cocoa, FL 32922.

**2) Relocation**

The School shall not change or add facilities or locations at any time during the term of this Contract without prior approval of the Sponsor through the Contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this Contract and good cause for termination.

**D) Prohibition to Affix Religious or Partisan Political Symbols, Statutes, Artifacts, On or About the Facility**

The School shall not display any religious or partisan political symbols, statutes, artifacts, etc., on or about the property and facilities where the School will operate.

**E) Facility Shared by Charter School**

- 1) If the School moves out of a facility that is shared with another charter school having a separate Master School Identification Number, the School must provide for an audit of all equipment, educational materials and supplies, curriculum materials, and other items purchased or developed with federal charter school grant funds, and such items must be transferred to the School's new location. The audit report must be submitted to the Department of Education within sixty (60) days after completion.
- 2) 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 parent.

**SECTION 6: TRANSPORTATION**

**A) Cooperation Between Sponsor and School**

- i) Transportation of charter school students shall be provided by the School consistent with the requirements of subpart I.E. of Chapter 1006 and §1012.45, F.S. The School may provide transportation through an agreement or contract with the district School Board, a private provider, or parents.
- ii) 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 reasonable distance of the School.

**B) Reasonable Distance**

For purposes of this Charter, the term "reasonable distance" shall be defined as residing in the area located between two (2) and four (4) miles of the School. Students who reside within a reasonable distance from the School have the right to free transportation.

**C) Compliance**

- i) The School shall demonstrate compliance with all applicable transportation safety requirements. At the discretion of the School's governing body, transportation may be provided through private providers who meet all applicable State and Sponsor's safety and transportation standards with funds allocated to eligible students. If applicable, the School will provide the Sponsor the name of the private transportation provider and a copy of the signed transportation contract ten (10) working days prior to the opening day of classes.
- ii) The School shall not transport students to and from school except as specifically authorized herein.

**D) Reimbursement for School Provided Transportation**

The rate of reimbursement to the School will be equivalent to the reimbursement rate provided by the State for all eligible transported students within the school district.

**SECTION 7: INSURANCE AND INDEMNIFICATION**

**A) Indemnification of Sponsor**

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) 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, 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.

**3) Indemnity Obligations**

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

**B) Indemnification of School**

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.

**C) Sovereign Immunity**

The School, to the extent immunity may be waived pursuant to §768.28, F.S., 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.

**D) Acceptable Insurers**

**1) Acceptable Insurance Providers**

Insurance providers must be authorized by subsisting certificates of authority by the Department of Financial Services of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

**2) Insurance Provider Compliance**

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

**3) Minimum Insurance Requirements**

Without limiting any of the other obligations or liabilities of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.

**E) Commercial and General Liability Insurance**

**1) Liabilities Required**

School's insurance shall cover the School for those sources of liability (including, without limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

**2) Minimum Limits**

The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.

**3) Deductible/Retention**

Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis without application of any deductible or self-insured retention.

**4) Occurrence/Claims**

The coverage for Property Damage Liability may be subject to a maximum deductible of \$25,000.00 per occurrence.

**5) Additional Insured**

The School shall include the Sponsor and its members, officers, and employees as Additional Insured on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor (The School Board of Brevard County, Florida), its members, officers, employees, and agents as Additional Insured."

**F) Automobile Liability Insurance**

**1) Coverage**

The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability

contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.

**2) Occurrence/Claims and Minimum Limits**

The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

**3) Additional Insured**

If the School, its management company, or similar contractors or agents of the School chooses to lease a bus from the Sponsor, hire an outside contractor, or use any other means to transport students involved with the Sponsor, the School shall include the Sponsor and its members, officers and employees as "Named Insured" on the required Automobile Liability Insurance. The coverage afforded such Named Insured shall be no more restrictive than that which would be afforded by adding the Board as Named Insured using the latest Named Insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The School Board of Brevard County, its members, officers, employees and agents as Named Insured."

**G) Workers Compensation/Employer's Liability**

**1) Coverage**

The School's insurance shall cover the School (and to the extent its subcontractors and its sub subcontractors are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements, and Chapter §440, F.S. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

**2) Minimum Limits**

Subject to the restrictions found in the standard Workers' Compensation Policy,

there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000.

## **H) Errors and Omissions/Directors and Officers Insurance**

### **1) Form of Coverage**

The School shall provide Errors and Omissions/Directors and Officers Liability Insurance for its employees, contractors, staff, officers, etc., on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically associated with schools such as, but not limited to, discriminations claims, intentional acts, molestation, failure to educate type claims or accusations, etc., arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification, which are part of this Contract.

### **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.

### **4) Fidelity Bond/Crime Insurance**

The School shall assure that the administrators of the School and each and every person who is responsible in any manner for handling or expending School funds or property shall be adequately bonded or insured for this exposure at all times. The bond/insurance policy shall be with a surety company authorized to do business in



Florida and shall be in the amount of no less than \$100,000 for each person performing the duties of chief administrative officer, chief executive officer, chief financial officer, president, headmaster, principal or director of the School and for each member of School's governing body and person employed by the School or its governing body who has authority to make purchases or contract for services exceeding \$3,000.00. The bond shall be conditioned upon the proper safeguarding of all monies or property for which the person has supervision, custody or control. The deductible for any insurance policy should not exceed \$5,000 per claim.

**I) Property Insurance**

**1) Structure Requirements**

If the School is the owner and/or has a mortgage on the school site location, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for the "Building" which is to include the structure as described in this Contract, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. 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.

**2) Additional Requirements**

In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.

**3) Business Personal Property Insurance**

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor no later than thirty (30) calendar days prior to the opening of school, evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

**4) Deductible/Retention**

The coverage for property insurance on owned or mortgaged facilities may be subject to deductible of \$25,000.00 per occurrence for all perils excluding flood and named windstorm. The deductible for name windstorm and/or flood related

losses shall not exceed five percent (5%) of each building on campus' value.

**J) Applicable to All Coverages**

**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) Provision(s) to Cure**

The School shall have ninety (90) days from the date of noncompliance to address and cure the failure to maintain appropriate insurance coverages as outlined in Section 7 of this Contract. If after ninety (90) days the School fails to provide evidence of required insurance coverages, as provided above, then this Contract may be terminated at the discretion of the Sponsor pursuant to Section 1(D) of this Contract. If during the termination process, the School obtains the required insurance coverages, then the termination process will cease. The Sponsor may initiate termination proceedings after thirty (30) days, with a provision to cease termination proceedings if evidence of full, complete documented coverage is provided within the remaining sixty (60) days.

**6) Default Upon Non-Compliance**

Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of this Contract and constitute good cause for termination

**SECTION 8: GOVERNANCE**

**A) Public or Private Employer**

The School shall be a private employer.

**B) Governing Board Responsibilities**

**1) Non-Profit Status**

The School shall organize and be operated by a stand-alone, Florida non-membership, nonprofit corporation, pursuant to Chapter 617 F.S., at all times throughout the term of this Contract. If the School has been granted tax-exempt status, the School shall provide the Sponsor with a copy of correspondence from the Internal Revenue Service (IRS) granting tax-exempt status as a section 501(c)(3) organization. The School also will annually provide the Sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. 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.

**2) Organizational Plan**

The School shall implement the organizational plan as described in the approved application.

**3) Organizational Composition**

As stated in the By-Laws and the Articles of Incorporation, the board of directors shall manage its activities and affairs. Voting shall control the Corporation, and only directors shall vote. The officers shall consist of a president, a treasurer, and a secretary. The Corporation's board of directors shall, according to their by-laws, initially select the governing board of the School. Members of the board of

directors may serve on the governing board. Violation of the provisions in the by-laws shall be good cause for non-renewal or termination.

**4) School Operations**

The School's governing board shall be solely responsible for the operation of the school and exercise continuing oversight over the School's operations. The School's governing board will define and refine policies regarding educational philosophy, and oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

**5) Accountability**

The School's governing board will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as required by law.

**6) School Policy and Decision Making**

The School's governing board, in consultation with School staff, shall be responsible for all policy decision making of the School, including creating/adjusting the curriculum and developing and adopting an annual budget.

**7) School Employee Supervision**

The teachers, support staff, and contractual staff will be directly supervised by the school level administrators that include Principal and/or Assistant Principal/Dean of Students.

**8) School Fiscal Agent**

The governing board shall be the fiscal agent for the School and shall be involved from the inception in administrative functions, pursuant to such rules and policies as are developed by the governing board consistent with the standards for other public schools.

**9) Eligible Members of the Governing Body**

No employee of the School may be a member of the governing body.

**10) Governing Board Compensation**

No member of the School's governing board shall receive compensation, directly or indirectly, from the School's operations, including but not limited to grant funds. Violation of this provision shall constitute a material breach of the Charter and

good cause for termination.

**11) School/Parent Contract**

The School agrees to submit any Parent Contracts to the Sponsor for approval. Any amendments to the Parental Contract shall be submitted in advance to the Sponsor for approval. The School shall not use the Parent Contract to discriminate, involuntarily withdraw, or create a financial burden or any other barrier to enrollment.

**12) Governing Board Reporting**

The Governing Board shall periodically report the School's academic progress to all stakeholders.

**13) Governance Training**

The School's governing board members shall participate in charter school governance training, facilitated by the Sponsor or an approved Florida Department of Education vendor, pursuant to state law.

**14) Employment of Relatives**

The School and its employees shall comply with state law prohibiting the employment of relatives which prohibits the appointment, employment, promotion, or advancement, or the advocacy for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control of an individual who is a relative.

**15) Representative to Facilitate Parental Involvement**

a) 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:

- i) Must reside in the school district in which the charter school is located.
- ii) May be a governing board member, charter employee, or individual contracted to represent the governing board.

b) If the School's governing board oversees multiple charter schools in School District of Brevard County, a separate representative must be appointed for each charter school.

- c) The representative's contact information must be provided annually in writing to parents and posted prominently on the School's website. The School must provide this contact information to the Sponsor annually.
- d) The appointed representative must be physically present at each governing board meeting.

**C) Public Records**

The School shall comply with Florida Statutes Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

**D) Reasonable Access to Records by the Sponsor**

- i. The School shall provide the Sponsor access to public records, at no cost, related to the governing board. Failure to provide such access will constitute a material breach of this Contract and good cause for termination.
- ii. The School acknowledges that a charter school is a Florida public school and is considered by the Florida Department of Education to be a Brevard County School District public school. Each charter school is supported in the main by public funds. Although a charter school and its employees are subject to the direct governance of the School's Governing Board, a charter school is subject to the oversight of the Brevard County School Board, the Superintendent of Public Schools for Brevard County, Florida, and the Superintendent's administrative staff. As part of that oversight function, School Board administrators are permitted to make random visits to the charter school's campus with prior notice, as they deem necessary.

**E) Sunshine Law**

To ensure that parent/guardians, students, and the community will have ready access to the governance of the School, all of the School's governing board meetings will be open to the public pursuant to §286.01, F.S. (the Sunshine Law). Public notice for such meetings shall be given in a timely manner.

**F) Reasonable Notice**

**1) Reasonable Notice of Governing Board Meetings**

The governing board shall publish on the School's website a schedule of all governing board meetings for the school year including the date, time and location

of meetings. By July 15 annually, the School shall provide the Sponsor the annual schedule of governing board meetings, which may be amended from time to time. The Sponsor shall be notified of amendments to the meeting schedule. The School shall provide reasonable notice to the sponsor of any changes or cancellation of scheduled meetings.

**2) Governing Board Meeting Requirements**

For those schools that are in their first year of operation or who have been declared to be in a state of financial emergency, and/or who have been designated as a Correct II (School Grade F) or a Prevent II (School Grade D), the governing board shall meet at least monthly. The governing boards for schools that do not meet any of the above criteria shall meet no less than four times per year.

**G) Identification of Governing Board Members**

**1) Parent Membership**

The School's governing board shall be diverse and include a parent member, with full membership rights. The parent member must be a parent of a student enrolled in the school. Board members shall possess special skills, talents, and expertise that will support the educational and moral development of the School's students.

**2) Governing Board Eligibility and Clearance**

The School's governing board members shall be fingerprinted by the Sponsor prior to the approval of the School's Contract. Board members appointed to the governing board after the approval of the School's Contract must be fingerprinted within thirty (30) days of their appointment. The cost of fingerprinting shall be borne by the School or the governing board member. The governing board agrees to dismiss governing board members whose fingerprint check results reveal non-compliance with standards of good moral character.

**H) Changes in Governing Board**

Any change in governing board membership must be reported to the Sponsor in writing within 7 calendar days.

**SECTION 9: EDUCATION SERVICE PROVIDER**

**A) School Use of Education Services Provider (ESP)**

- i. The contract between the School and the education service provider/ management company (ESP) 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.
- ii. No employee or staff member of the management company and/or education service provider shall become a member of the School's governing board.
- iii. The School Leader shall be evaluated by the School's governing board.
- iv. The contract between the ESP and the School's governing board shall ensure that an "arms-length," performance-based relationship exists between the governing board and the ESP.
- v. 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.
- vi. Any default or breach of the terms of this Contract by the management company shall constitute a default or breach by the School under the terms of the Contract between the School and Sponsor.

**B) Submission of Education Service Provider Agreement**

If a management company and/or education service provider will be operating the School, a copy of the contract between the management company and/or education service provider and the governing body of the School shall be submitted to the Sponsor.

**C) Amendments**

All amendments to the contract between the management company and the School shall be provided to the Sponsor within five (5) days of execution.

**D) ESP Contract Amendments That Result in Material Change to Charter**

ESP Contract amendments that result in material change to charter require contract modification.

**E) Change of ESP**

Change of ESP requires contract modification.



## **SECTION 10: HUMAN RESOURCES**

### **A) Hiring Practices**

- i.** The Sponsor and the School agree that the School shall select its own employees. The School shall be responsible for promoting diversity in its staff.
- ii.** The School agrees to provide the equivalent of a full-time administrator and sufficient instructional and support staff to meet the pupil-teacher ratios and services as described in the approved charter application and according to any statutory guidelines, including Class Size Amendment.
- iii.** The School agrees that its employment practices shall be nonsectarian.
- iv.** The School shall establish practices and procedures for recruitment, hiring, training, retaining, dismissing, setting and changing salaries, contracts, benefit packages, projecting targeted staff size, staffing plan and projected student-teacher ratio.
- v.** All teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. The School may employ or contract with skilled selected non-certified personnel to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012. Employee resumes/biographies will be available to parents/guardians and community members upon request.
- vi.** The School agrees to disclose to the Sponsor and to the parents the qualifications of its teachers, including in-field and out-of-field information.
- vii.** The School shall not knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- viii.** The School shall not knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

**1) Reporting Staff Changes**

The School agrees to verify the accuracy of its employee database monthly. The School will modify the database to reflect changes in staff personnel as applicable.

**2) Non-Discriminatory Employment Practices**

The School shall not violate the anti-discrimination provisions of Section 1000.05 Florida Statutes and Florida Education Equity Act.

**3) Teacher Certification and Highly Qualified**

a) All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, F.S., and any other applicable state or federal law.

b) The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012; however, in order to comply with NCLB requirements, all teachers in core academic areas must be fully qualified based on Florida Statutes and highly qualified as required by NCLB.

c) The qualifications of teachers shall be disclosed to parents according to §1002.33(12)(f), F.S.

d) Employee resumes/biographies will be available to parents/guardians and community members upon request.

e) The School agrees not to knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

f) The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

**4) Fingerprinting and Background Screening**

a) Pursuant to §§1012.32(2)(a), 1012.465, and 435.04, F.S., and 2005 HB 1877, the Jessica Lunsford Act, the School shall fingerprint for level 2 screening of all applicants, for instructional and non-instructional positions, that the School is

interested in employing. 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 §§ 1012.32 and 435.04, F.S.

- b) The Sponsor shall perform the processing of each applicant's fingerprints. The School or the applicant shall bear any and all costs associated with the required fingerprinting and level 2 background screening.
- c) The School shall not hire School employees prior to the Sponsor's receipt and review of the fingerprinting and level 2 background screening results of the charter school applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigation. Potential School employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School shall not hire applicants whose fingerprint check and level 2 screening results reveal non-compliance with standards of good moral character. Noncompliance may result in withholding of FTE payments, without penalty of interest, and shall constitute good cause to terminate this contract.
- d) The School shall conduct general drug screening on all applicants for instructional and non-instructional positions with the School, including contracted personnel. A negative drug screening result shall be a requirement and prerequisite for employment. The cost of drug screening shall be borne by the School or the applicant.

## **B) Employment Practices**

### **1) Statutory Prohibitions and Required Disclosure Regarding Hiring of Relatives**

The School and its employees shall comply with state law prohibiting the employment of relatives which prohibits the appointment, employment, promotion, or advancement, or the advocacy for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control of an

individual who is a relative.

**2) Self-Reporting of Arrests**

The School shall require all instructional employees who hold Department of Education teaching certificates to self-report within 48 hours to appropriate authorities any arrest and final dispositions of such arrest other than minor traffic violations.

**3) Code of Ethics**

The School shall require that its employees abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida, hereby attached as Appendix S (Code of Ethics – Education Profession). The School shall be responsible for the investigation and discipline of any School employee who may be in violation of these regulations.

**4) Employee Discipline**

The School shall discipline its employees pursuant to state law and rules and any applicable federal laws. The School shall apply thorough, consistent, and even-handed procedures in disciplinary actions. Terminated employees are entitled to receive compensation for the time they have been employed.

**5) Employee Evaluation**

The School shall annually evaluate all instructional employees pursuant to state law.

**C) Sponsor Training of School’s Employees**

**1) Participation and Cost for Training Activities**

The Sponsor shall provide federally funded professional development activities to school employees at no cost to the School.

**2) Participation in Non-Federally Funded Training**

The Sponsor shall provide professional development activities to school employees on a space available basis. The School shall pay all additional costs associated with such activities and the same rates and reimbursement calculations currently charged to the sponsor.

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

The Sponsor may require the School to provide additional reports and/or documents if necessary.

## **SECTION 12: MISCELLANEOUS PROVISIONS**

### **A) Impossibility**

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

### **B) Notice of Claims**

#### **1) Time to Submit**

At least thirty (30) days prior to the initial opening day of classes, the School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing all required coverage, 30 calendar days prior to the initial opening day of classes.

#### **2) Notice of Cancellation**

The School shall notify the Sponsor in writing of cancellation of insurance within ten (10) days of the cancellation.

#### **3) Renewal/Replacement**

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance.

### **C) Drug Free Workplace**

The School shall be a drug-free workplace pursuant to the Sponsor's rules.

### **D) Entire Agreement**

This Charter shall constitute the full, entire, and complete agreement between the

parties. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Charter shall require approval of the School Board and the School.

**E) No Assignment Without Consent**

This Charter shall not be assigned by either party. The School may, without the consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for those services as set forth in this Charter.

**F) 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 the 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.

**G) Default Including Opportunity to Cure**

Non-compliance with any of the terms and conditions of this Charter shall constitute good cause for termination.

**H) Survival Including Post Termination of Charter**

All representations and warranties made in this contract shall survive termination of this contract.

**I) Severability**

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

**J) Third Party Beneficiary**

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

**K) Choice Laws**

This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Brevard County. The parties mutually agree that the language and all parts of this Charter shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

**L) Notice**

Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at the address provided or such other address as either party may designate by notice from time to time.

**M) Authority**

Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and 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. The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Charter and they are satisfied with the representation.

**N) Conflict/Dispute Resolution**

**1) Contractual Conflicts**

Subject to the applicable provisions of §1002.33 F.S., as amended from time to time, all disagreements and disputes relating to or arising out of the Charter which the Parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

**Step 1.** As a first step, informal discussion between representatives of

the School and the Sponsor regarding the particular issue in question.

**Step 2.** Written notice by the Sponsor or the School outlining the nature of identified problem in performance or operation not being met or completed to the satisfaction of either party.

**Step 3.** Meeting between the Governing Board of the School or their designee and the district staff or representative to discuss the issue(s) and any modification or amendments to the Charter terms and conditions.

**Step 4.** The use of an alternative dispute resolution procedure found in §1002.33(6)(h), F.S. for those items within the legal purview of that section. Neither the Sponsor nor the School waives any of their rights pursuant to this section and reserves all its authority and jurisdiction as granted to it pursuant to law.

**2) 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 each parent's/guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.

**O) Citations**

All citations of legal authority, including Sponsor's rules, shall refer to those in effect when this contract is executed, subject to any subsequent amendments.

**P) Headings**

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.



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

**(Emma Jewel Charter School , Inc. d/b/a Emma Jewel Charter Academy**

By: \_\_\_\_\_

Erik Jones, Board Chairman

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

Thomas Cole, Founding Principal

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

By: \_\_\_\_\_

Brian T Binggeli, Superintendent

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

Barbara Murray, Chairman of School Board