

# **CHARTER SCHOOL AGREEMENT**

Between

SOUTHWEST FLORIDA VIRTUAL CHARTER  
SCHOOL BOARD, INC.

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

Florida Virtual Academy at Pinellas County Charter School

December 10, 2013

## CHARTER SCHOOL AGREEMENT

Southwest Florida Virtual Charter School Board, Inc.

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## APPENDICES

- I Charter School Application (August 1, 2012)
- II Clarification Statement

## CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT (the "Agreement" or "Charter") entered into this 10th day of December, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and SOUTHWEST FLORIDA VIRTUAL CHARTER SCHOOL BOARD, INC., a Florida nonprofit corporation (hereinafter referred to as the "School").

WHEREAS, the Sponsor has the authority pursuant to s. 1002.33, F.S., to grant to a nonprofit organization a charter to operate a virtual charter school with the school district; and

WHEREAS, the School is a nonprofit organization and desires to operate a virtual charter school within the Sponsor's school district for the purposes set forth in the School's charter school application dated August 1, 2012, approved by the Sponsor on October 9, 2012, a copy of which is incorporated herein by reference as Appendix I; and

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

WHEREAS, the parties intend that this Charter serve as the agreement for the sponsorship and operation of the School.

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

### ARTICLE 1.0 GENERAL PROVISIONS

- 1.1 **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
- 1.2 **Application:** The School's approved application to operate a virtual charter school is appended hereto as Appendix I and incorporated herein by reference. If any provision of this Agreement is inconsistent with Appendix I, the provision of this Agreement shall prevail. Also attached hereto and incorporated herein as appendix II is the school's clarification of issues raised by Sponsor regarding the Application.
- 1.3 **Effective Date and Renewals:** The effective date of this Agreement and renewals shall be as set forth below.
  - 1.3.1 **Effective Date/Term:** This Agreement shall become effective upon the signing by both parties, and shall end on June 30, 2018 (5 school year term), except as otherwise provided in this Agreement.
  - 1.3.2 **Start-Up-Date:** The initial start-up date of the School shall be commensurate with the Sponsor's start of school for the 2014-15 school year, or other time as mutually agreed upon by the parties.

1.3.3 **Timetable:** The timetable for implementation of this Agreement is as follows:

October 9, 2012

Sponsor's approval of application

December 10, 2013

Public hearing/Approval of Agreement

The remainder of this section 1.3.3 shall apply to physical School facilities or sites that School will use for any purpose, such as administrative offices and student testing sites. The School shall have obtained, and provided the Sponsor copies of, the following facility approvals, certificates, and other documents at least thirty (30) days prior to the school opening in the case of administrative offices, and thirty (30) days prior to the start of any state required testing in the case of any facilities used for such testing:

- final facility approval documentation pursuant to s. 1002.33, F.S., including but not limited to certificates of occupancy and all other applicable zoning, health/safety, fire, and other applicable code approval documentation.

1.3.4 **Renewal:** After the initial term of this Agreement pursuant to section 1.3.1 of this Agreement may be renewed by mutual written agreement of the parties, in accordance with Florida law.

1.4 **Modifications:** This Agreement 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.

1.5 **Non-Renewal:** At the end of the term of the Agreement, in accordance with procedures relating to non-renewal found in sections 1.6 et seq. below, the Sponsor may choose not to renew the School's Agreement for any of the reasons set forth in s. 1002.33(8), F.S., and/or any other reason set forth as follows:

- (a) Failure by the School to meet the requirements for student performance stated in this Agreement;
- (b) Failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to: a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;
- (c) Any action by the School that is detrimental to the welfare of its students and is not timely cured after notice;

- (d) Failure to achieve seventy-five percent (75%) of the goals and outcomes of any School Improvement Plan developed for the School;
- (e) Material Violation of law by the School;
- (f) Failure of the School to timely meet or satisfy the financial, academic, and safety/security standards established by this Agreement, and the School's application, attached as Appendix I, which shall be treated as indicators of the School's success or failure in adhering to its guiding principles and/or in fulfilling its stated purposes; or
- (g) Any other good cause, as defined by law or this Agreement.

**1.6 Non-Renewal or Termination:** Termination during the term of the Agreement or non-renewal of the Agreement shall be permitted in accordance with the provisions of the law and as described below.

- 1.6.1 Immediate Termination:** This Agreement may be terminated immediately by the Sponsor pursuant to s. 1002.33(8)(d), F.S., if it determines that good cause has been shown or if the health, safety or welfare of the students is threatened. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination.

Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor a set of the keys to the School's facilities along and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and turn over to the Sponsor all of the School's public property and public funds.

Unless the School has already ceased operations, the Sponsor shall assume operation of the School upon immediate termination and shall continue operating the School at least throughout any timely appeal (or, if none is filed, until the time for filing an appeal has expired). The Sponsor shall hold and conserve all property and assets, including cash and investments, in trust until the School has exhausted all appellate rights. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits. During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the extension or termination of any of the School's contracts or business relationships.

The School's instructional and operational employees will be required to continue working in the School until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of requiring such employees to

continue serving in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to School employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the School (after the Sponsor provides any required due process to such employees if they are not terminable at-will).

Any unencumbered public funds from the School, and Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

If the School prevails in an appeal held pursuant to s. 1002.33(8), F.S., the Sponsor shall immediately return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's employees will resume status as employees of the School and the School's governing board shall resume operation and oversight of the School. However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction. During the pendency of any appeal, the Sponsor will forward to the chair of the School's governing board all correspondence or any written communication related to any lease or mortgage held by the School. In addition, since the issue on appeal shall be limited to whether there existed grounds for the immediate termination of the Agreement, this Agreement may still be terminated upon ninety (90) days notice or non-renewed in accordance with s. 1002.33(8), F.S., during the pendency of an appeal.

If the School appeals and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances; and the School shall be dissolved pursuant to s. 1002.33(8), F.S.

- 1.6.2 **Ninety (90) Day Termination:** During the term of this Agreement, the Sponsor may terminate the Agreement for any of the good cause grounds listed in law or this Agreement. This Agreement may be terminated by the Sponsor before the expiration of its term if the Sponsor determines, after due notice and opportunity to be heard, that good cause, as defined by the law and this Agreement, exists. School may appeal such termination in accordance with s. 1002.33(8), F.S., with Sponsor electing whether to conduct a direct hearing or refer the hearing to the Division of Administrative Hearings for entry of a recommended order for Sponsor's consideration.



1.6.3 **Grounds for Good Cause:** “Good cause” for termination or non-renewal shall include, but not be limited to, the following:

- (a) a failure by the School to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;
- (b) a failure by the School to achieve adequate student performance;
- (c) the School’s receipt, from the Florida Department of State, of a school grade of “F” in any single school year or a grade of “D” in any two successive school years;
- (d) a failure by the School to make reasonable progress toward the academic goals in its application during the term of the charter;
- (e) the willful or reckless inclusion within the Application by the School or its representatives of information that constitutes a material fraud or a material misrepresentation;
- (f) a failure by the School to implement a Corrective Action Plan when required to do so;
- (g) a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;
- (h) a failure by the School to pay payroll taxes to the Internal Revenue Service;
- (i) the School’s delinquency in payments for its debts;
- (j) the School’s filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable;
- (k) the failure of the School’s annual audit to comply with the requirements specified in this Agreement or the School’s failure to timely submit financial reports or other reports required by s. 1002.33, F.S., or by this Agreement;
- (l) the School’s failure to meet generally accepted accounting principles;
- (m) the School’s willful or reckless failure to manage public funds in accordance with the law;

- (n) the School's failure to maintain insurance coverage as described in this Agreement;
- (o) the School's failure to provide the Sponsor with the required access to records;
- (p) the School's violation of any court order;
- (q) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School;
- (r) the School's failure to submit to the Sponsor a Financial Recovery Plan with the appropriate supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to s. 218.503, F.S.;
- (s) the School's failure to implement any financial recovery plan approved by the Commissioner of Education pursuant to s. 218.503, F.S.;
- (t) the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to s. 218.503, F.S.; or
- (u) other good cause shown, which shall include, without limitation, operating without an approved provider of virtual instruction services, and any material breach or violation of the terms, conditions, standards, requirements, or procedures of this Agreement, including but not limited to:
  - (1) the School's failure to timely submit all financial statements in the format specified by the Sponsor;
  - (2) the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by federal and state law;

- (3) the School's failure to comply with the conflict of interest provisions of this Agreement relating to the receipt by a governing board member of financial benefit from the School's operations, including, without limitation, the receipt of grant funds or any violation of s. 1002.33(24), F.S.;
- (4) the School's failure to timely submit the annual report to the Sponsor;
- (5) the School's failure to timely submit the School Improvement Plan to the Sponsor;
- (6) the School's failure to participate in all required state assessment programs;
- (7) the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- (8) the School's failure to work toward the education goals established by s. 1000.03(5), F.S.;
- (9) the School's failure by a secondary school to comply with Sections 1003.43 and the student progression standards in 1008.25, F.S.;
- (10) the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;
- (11) the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, and state law;
- (12) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen years of age or older;
- (13) the School's failure to timely submit the annual financial audit as required by s. 218.39, F.S.;
- (14) the School's failure to comply with all applicable laws, ordinances and codes of federal, state, county and municipalities governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and s. 504 of the Rehabilitation Act of 1973;

- (15) as applicable, the School's failure to obtain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Agreement;
- (16) the School's failure to provide evidence of required insurance at any time during the term of this Agreement; or
- (17) the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, F.S., or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board.

- 1.6.5 **Termination Findings:** If this Agreement is terminated by the Sponsor under any of the foregoing circumstances, the Sponsor shall provide written findings setting forth in reasonable detail the basis for the termination and the Sponsor shall assume the operation of the School. The School agrees to submit all School records without delay in the event the Agreement is terminated pursuant to this Article.
- 1.6.5 **Notice from School:** The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Agreement as to the School's intent to renew or not renew.
- 1.6.6 **Debts Upon Non-Renewal:** If this Agreement is not renewed, expires or is terminated, the governing body of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Agreement) by both the Sponsor, the governing body of the School and/or the management company (if applicable) and that may not reasonably be assumed to have been satisfied by the Sponsor.
- 1.6.7 **Student Enrollment Upon Non-Renewal:** Any student enrolled in the School at the time of the termination, expiration or non-renewal of this Agreement may apply to and be enrolled in a public school operated by Sponsor in accordance with the Sponsor's normal application and enrollment procedures.
- 1.6.8 **Leases upon Non-Renewal:** In the event of termination, expiration or non-renewal of this Agreement, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or

non-renewal, the right of first refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

- 1.6.9 **Assets upon Non-Renewal:** Except as otherwise provided by law, all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements, furnishings and equipment shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances). If the School's accounting records fail to clearly establish, to the satisfaction and in the sole discretion of the Sponsor's Superintendent, whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as those goods purchased directly with grants and funds provided by a governmental entity. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds.

- 1.7 **Statutory Requirements:** The School will comply with s. 1002.33, F.S., as it may be amended, and any regulations adopted by the State Board of Education or other state agency, pertaining to charter schools, and all applicable federal and state laws pertaining to civil rights and student health, safety and welfare, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;
- Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of gender;
- The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least 40;
- Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against the disabled;
- The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;
- The Family and Medical Leave Act of 1993 (FMLA) which required covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons;

- The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;
  - The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State; and
  - P.L. 93-508 (Federal Law) and section 295.07, F.S., which provide categorical preferences for employment and re-employment rights to veterans.
- 1.7.1 **Public Records:** The School shall comply with the provisions of Chapter 119, F.S., in all of its financial, business and membership matters. All the School's records, except personally identifiable student records, shall be public records and subject to provisions of Chapter 119, F.S., including those relating to records retention.
- 1.7.2 **Public Meetings:** All meetings of the School's governing body shall be open to the public pursuant to s. 286.011, F.S. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of the draft minutes to the Sponsor within thirty (30) days after the meeting, and formally approved minutes upon request.
- 1.8 **Dispute Resolution:** Subject to the applicable provisions of s. 1002.33, F.S., as amended from time to time, disagreements and disputes relating to or arising out of this Agreement which the parties are unable to resolve informally, shall be resolved according to the dispute resolution process below, except that Sponsor may initiate termination proceedings under the law and this Agreement without use of the dispute resolution process.
- 1.8.1 **Identify Problem:** The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.
- 1.8.2 **Response; Informal Meeting:** The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.
- 1.8.3 **Mediation:** If parties are unable to reach agreement, they will jointly appoint Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation service. If free mediation services are available through Florida State Resolution Center or other entity, the parties may mutually agree to use such services. The parties shall share cost of mediation equally.

- 1.8.4 **Resolution:** Upon resolution of the problem, a responsible person for both parties will develop a joint written explanation-indicating resolution. This document will be retained with this Agreement. If an amendment to this Agreement is necessary, both parties will submit the amendment for action.
- 1.8.5 **Legal Remedies:** If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies or may mutually agree to arbitration of the dispute using the services of the American Arbitration Association.

## ARTICLE 2.0 STUDENTS

- 2.1 **Community:** The community to be served by School is defined in Appendix I to this agreement and in specific provisions herein.
- 2.2 **Racial/Ethnic Balance:** Subject to the restrictions of applicable Florida law and federal and state constitutional principles, the School agrees that it shall develop and implement a written plan demonstrating strategies to achieve a racial and ethnic balance reflective of the community it serves. The School shall provide a copy of its written plan to Sponsor upon request. Sponsor may include materials regarding School in its school advertisements and publications, but School may not rely upon Sponsor's school-based personnel for recruitment or referrals.
- 2.3 **Non-Discrimination:** The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students were served in English for Speakers of Other Languages (ESOL) programs; and that shall not violate the anti-discrimination provisions of s. 1000.05, F.S., the Florida Educational Equity Act.
- 2.4 **Non-Sectarian:** The School's admissions policies shall be non-sectarian.
- 2.5 **Students with Disabilities and Gifted Students:** Students with disabilities and gifted students who are enrolled in the School shall be provided programs implemented in accordance with federal and state laws and local policies and procedures. Current applicable laws are the Individuals with Disabilities Education Act (IDEA), s. 504 of the Rehabilitation Act of 1973; ss. 1000.05 and 1003.57, F.S.; Chapter 6A-6 of the Florida Administrative Code, the Sponsor's Special Programs and Procedures document; and sections of the Sponsor's policies and Code of Student Conduct dealing with students with disabilities and gifted students.
- 2.5.1 **Non-Discrimination:** The School shall adopt and implement a nondiscriminatory policy regarding placement, assessment, identification and selection of students.
- 2.5.2 **Free Appropriate Public Education (FAPE):** The School shall provide a FAPE to each exceptional student enrolled in the School.
- 2.5.3 **Individual Education Plans (IEPs) and Education Plans (EPs):** The School will utilize all of the Sponsor's forms and procedures, or submit School forms and

procedures for approval of the Sponsor, related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP development, EP development, and placement. The School and the Sponsor will schedule and conduct an IEP or EP meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School.

- 2.5.4 **Local Education Agency (LEA):** the Sponsor will serve as the LEA at all eligibility staffings and IEP and EP meetings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP and EP meetings as School-based personnel.
- 2.5.5 **Least Restrictive Environment:** Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such the education in regular classes with the use of supplementary aides and services cannot be achieved satisfactorily.
- 2.5.6 **Cooperation:** School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. The Sponsor reserves the right to and will provide legal representation to the School in any legal or quasi-legal activity regarding the educational program or placement afforded ESE students attending or admitted to the School, such as mediation, due process hearings, appeal, other court action, or a formal complaint. The School will reimburse the Sponsor for reasonable, at-cost associated legal costs, including but not limited to, reasonable attorney's fees and expert witness fees. The Sponsor may waive such reimbursement if it deems such action to be appropriate.
- 2.5.7 **Procedural Safeguards:** Parents of students with disabilities shall be afforded notice of procedural safeguards in the native language, as provided by the Florida Department of Education.
- 2.5.8 **ESOL/ESE Students:** Students enrolled at the School who are limited proficiency in English will be served by ESOL-certified personnel who will follow the Sponsor's District Plan, or a School plan approved by the Sponsor for limited English Proficient Students. The School will meet the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education* and subsequent amendments thereto, and will comply with all Florida State Board of Education and Sponsor rules and regulations relating to the service of ESOL/ELL students, including without limitation entry assessments and exit criteria.
- 2.5.9 **Federal and State Reports:** Unless otherwise exempted by F.S., the School will complete federal and state reports in accordance with the time lines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Agreement.



**2.5.10 Due Process Proceedings:** The School will assist the Sponsor in any legal or quasi-legal activity regarding the educational program or placement afforded an ESE student attending or admitted to the School, such as a due process hearing request or formal complaint. The School shall be responsible for all expenses, costs, attorney's fees and compensatory services awarded in a due process hearing, civil suit or appellate proceeding pertaining to the education of an ESE student enrolled at the School. All expenses, costs and attorney's fees incurred by the Sponsor in the defense of a due process hearing request of formal complaint pertaining to the education of an exceptional student enrolled at the School shall be reimbursed by the School within thirty (30) days of the submission of a written invoice to School by the Sponsor.

**2.6 Enrollment Process:** The School shall be open to any student residing in the Pinellas County School District as well as to any student who would otherwise be eligible to attend one of Sponsor's traditional schools through Sponsor's special attendance permit process, which includes approval by the district of residence and approval by Sponsor. The School agrees to enroll eligible students by accepting timely applications, unless the number of applications exceeds the capacity of a grade level or other facility utilized. In such case, all applicants will have an equal chance of being admitted through a random selection process. The School may request and the Sponsor shall conduct such random selection processes using the same database, methods and procedures it uses to conduct random selection processes for non-charter schools. Should the School deny an application other than through the random selection process, the School shall immediately report to the Sponsor the name of the student, the reason for the denial, and furnish the Sponsor such supporting documentation as Sponsor may request.

**2.6.1 Preference for Siblings and Children of Employees and Board Members:** Preference may be given to siblings of students enrolled in the School, children of employees of the School, and children of board members of the School.

**2.6.2 Access to Students for Recruiting:** The School shall have the same access to students as the Sponsor's magnet and academy programs.

**2.6.3 Recruitment of Students:** The School shall not directly or indirectly give current or prospective students or their families anything of more than de minimus value in order to induce or reward enrollment in the School.

**2.7 Enrollment - Health Safety & Welfare:** Enrollment is subject to compliance with the provisions of s. 1003.22, F.S., concerning school entry health examinations and immunizations. The School will ensure that any administration of medication to students by School personnel shall be in compliance with s. 1006.062, F.S. The School will develop a written plan(s) to ensure the safety and security of students and staff, and will send a copy of such plan(s) to the Sponsor by July 15 of each year.

**2.8 Discipline:** The School agrees to adopt policies designed to maintain a safe learning environment at all times, and will develop plans to identify, minimize, and protect others from violent or disruptive student behavior. The School will comply with Florida State

law regarding the Code of Student Conduct. School agrees it will not, without the written authorization of the Sponsor's Superintendent or designee, enroll students who have been (1) expelled from a Sponsor school or another public school during the period of such expulsion, or (2) reassigned, for disciplinary reasons, from one of Sponsor's schools to another, during the period of such reassignment; the parties agree that this practice would frustrate the disciplinary nature of Sponsor's action or the action of another public school district.

- 2.9 **Dismissal of Students:** The School agrees to dismiss students only as described in School's Code of Student Conduct and Appendix I, and shall not use any form of parent or student agreement as the basis for dismissal, non-enrollment, or non-reenrollment of a student. The School's governing board shall recommend expulsions to the Sponsor. Only the Sponsor has the ultimate authority in cases of student expulsion.
- 2.10 **Number of Students and Grades Served:** The School shall serve the number of students (Year 1 – planning year; Year 2 – 390 maximum; Year 3 – 468 maximum; Year 4 – 538 maximum; Year 5 – 592 maximum) and grade levels (Year 1 – planning year; Year 2 – K-9; Year 3 – K-10; Year 4 – K-11; Year 5 – K-12) as set forth in Appendix I and such amendments to these numbers and grade levels as may from time to time be approved by the Sponsor. School shall have and maintain a minimum of 50 students. The School acknowledges and agrees that these minimums are necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain these minimum enrollments shall constitute good cause for termination of the Agreement.
- 2.11 **Records:** The School shall maintain all records on enrolled students and shall provide parents, or parents' designee, with copies of such records as requested. The Sponsor has a right, with reasonable notice, to review any documentation maintained by the School.

### **ARTICLE 3.0: ACADEMIC ACCOUNTABILITY**

3.1 **Educational Program Goals:** The School agrees to implement the curriculum and educational and related programs as specified in Appendix I. The school agrees to maintain state approval for the curriculum, and notify sponsor of significant changes to the curriculum. Reading will be a primary focus of the School's curriculum, and the reading curriculum will be based on scientific reading research that is consistent with the most current standards at the time, whether they be the Common Core Standards or the Next Generation Sunshine State Standards. The School will provide adequate resources to identify and address the needs of students who are reading below grade level. Sponsor shall have access to all curriculum resources utilized by School, including read-only access to any on-line curriculum, in order to discharge its duties to monitor compliance with School's obligations. On or before August 30<sup>th</sup> of each school year, School shall provide Sponsor with written student learning growth goals in the areas of reading and math, and shall provide Sponsor, within the same timeframe, with written student mastery goals in the areas of science and writing.

- 3.1.1 **School Calendar:** The School will adopt a calendar to provide instruction for at least the number days required by law for public schools.

3.2 **Outcome Measurement:** The Sponsor will provide student academic performance data to the School for each of its students coming from the Sponsor's school system. The Sponsor and the School will annually agree to the following by October 15: the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria shall include a detailed description for each of the following:

- How the baseline student academic achievement levels and prior rates of academic progress will be established;
- How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School; and
- To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.

3.3 **Student Assessment:** Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.

3.3.1 **Assessment Programs:** Students in the School will participate in assessments required of the public schools by the Florida Department of Education. To facilitate participation, the Sponsor will provide consultation by its applicable district virtual school staff and those services/support activities that are routinely provided by the Sponsor's staff regarding implementation of district and state required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the test to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the time frame for the other public schools in the Sponsor's district, if appropriate. Pursuant to Fla. Stat. § 1002.45 (6) (b), if the School exercises this option, the Sponsor will provide the School's students with access to its testing facility(ies), to include technological infrastructure, for taking State-required assessment tests. The Sponsor, in its sole discretion, will determine the facility(ies) available to the School's students to take these tests within the timeframes established by the State.

3.3.2 **Sponsor Access to Data:** The School agrees to allow the Sponsor reasonable access to review data sources, including collection and reporting procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met.

3.3.3 The School shall not receive an "F" grade from the State's system of grading Schools, or receive two "D" grades in consecutive years. If the School does

receive an “F” or two consecutive “D” grades, the Agreement may be terminated for good cause as provided herein.

- 3.4 **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may transfer to other public schools within Sponsor's school system, the School shall utilize the records and grading procedures that can be transferred to the Sponsor's current records and grading procedures. The Sponsor shall provide a copy of these procedures by July 1 of the year that the School opens.

3.4.1 **Maintain Records:** The School shall maintain both active and archival records for current/former students in accordance with F.S.

3.4.2 **Category A:** All permanent (Category A) records of students leaving the School whether by graduation transfer to the public school system or withdrawal to attend another school shall be promptly transferred and delivered by the School to Central Records at 400 Chestnut Street, Oldsmar, FL 34677.

3.4.3 **Category B:** Records of student progress (Category B) shall be promptly transferred and delivered by the School to the appropriate school if a student withdraws to attend another public school within the Sponsor's school system or to another school system. The School may retain copies of the departing student's academic records created attendance at the School during the student's attendance at the School.

3.4.4 **Report:** An annual report from the School shall be transmitted and delivered by the School to the Sponsor, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate). This report for the immediately preceding school year shall be transmitted and delivered each year prior to July 1st.

- 3.5 **Progress Monitoring:** Florida law requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.

3.5.1 **Annual Progress Reports:** The School shall make annual progress reports to the Sponsor that, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The School's annual progress report shall be submitted to the Sponsor no later than September 15 each year for the immediately preceding school year. The report shall contain at least the following items:

- The School's progress toward achieving the goals outlined in its application;
- The information required in the annual public school accountability report pursuant to Florida Law;

- Financial records of the School shall be submitted in accordance with the requirements specified in Article 4.0 below;
  - Salary and benefit levels of the School's employees; and
  - Other elements required by law or desired by the School.
- 3.6 **Annual Program Cost Report for Charter Schools:** The School shall provide the Annual Program Cost Report for Charter Schools in the format as prescribed by the Florida Department of Education no later than August 15th of each year.
- 3.7 **Annual Records Report.** The School will submit an annual report prior to July 1st of each year to the Sponsor's contact listed in paragraph 8.10 below listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site; transmitted to the Sponsor, or other disposition if appropriate).
- 3.8 **Accreditation:** The School, if a high school, must obtain within four (4) years of the date of this Agreement and maintain applicable certification/accreditation of its educational program in order to ensure transferability of courses completed by the students at the School.
- 3.9 **Provider of Virtual Instruction Services:** In its Application (Appendix I), School identified an approved provider of virtual instruction services, K12 Florida, LLC. School agrees to use such provider at all times during the term of this Agreement. School may not use another provider of virtual instruction services without Sponsor's approval evidenced through a fully executed amendment of this Agreement. School may not use, and, if currently using, must immediately discontinue use of, any provider of virtual instruction services that has a criminal conviction upon matters involving the School.

#### **ARTICLE 4.0 FINANCIAL ACCOUNTABILITY**

- 4.1 **Revenue:** The Sponsor agrees to fund the School pursuant to s. 1002.45(7), F.S., and other applicable law and regulation, including compliance with the following:
- a) Students enrolled in the School shall be funded through the Florida Education Finance Program as provided in the General Appropriations Act. However, such funds may not be provided for the purpose of fulfilling the class size requirements in ss. 1003.03 and 1011.685, F.S.
  - b) For purposes of this Charter, "full-time equivalent student" has the same meaning as provided in s. 1011.61(1)(c)1.(III) or (IV), F.S.
  - c) Beginning in the 2014-15 fiscal year, when s. 1008.22(3)(g), F.S., is implemented, the reported full-time equivalent students and associated funding of students enrolled in courses requiring passage of an end-of-course assessment shall be adjusted after the student completes the end-of-course assessment.

- d) The Sponsor shall report full-time equivalent students for School to the Department of Education in a manner prescribed by the Department, and funding shall be provided through the Florida Education Finance Program.
- e) **Student Reporting.** The School shall use the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEPs, EPs, 504 plans and any other required individual student plan. The Sponsor shall provide the School with appropriate access to the Sponsor's data processing facility. The School shall provide hardware and related infrastructure necessary to report such data to Sponsor. The Sponsor shall provide training for the School's personnel in the use of designated District applications necessary to respond to the statutory requirements of §1008.345, F.S, including the annual report and the State/District required assessment program. Access by the School to additional data processing applications, materials, or forms not required in the statute, but available through the Sponsor, may be negotiated separately by the parties. A student may not be reported as more than 1.0 full-time equivalent student in any given school year. 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. The Sponsor may also terminate the Contract.

**4.1.1 Distribution of Funds:** The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the thirty-day (30-day) period until such time as the warrant is issued.

**4.1.1.1 First Distribution:** The first distribution of funds to the School each fiscal year shall be contingent on the Sponsor's verification of the School's electronic enrollment of its students into Sponsor's student information system.

**4.1.1.2 Subsequent Distributions:** The results of full-time equivalent student membership surveys will be used in adjusting the amount of funds distributed monthly to the School.

**4.1.2 Administrative Fee:** The Sponsor shall retain an administrative fee of five percent (5%) of the available funds described in s. 1002.33, F.S., to be paid to the School for Sponsor's administrative costs, including processing the application and the academic and financial monitoring required of the Sponsor by law, contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teacher certificate

data, information services, and other services provided in law. Additional services shall be billed and paid in accordance with paragraph 5.8 below.

- 4.2 **Cost Accounting:** The School agrees that it will submit to the Sponsor, in a timely manner, the information specified in s. 1010.20, F.S., Cost Accounting and Reporting.
- 4.3 **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.
- 4.4 **Funding, Calculation Revisions:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and applicable state law, including 1002.45(7), F.S. Additionally, in the event of a State holdback or proration which reduces the Sponsor's District funding, the School's funding will be reduced proportionately.
- 4.5 **Federal Funding:** In any programs or services provided by the Sponsor which are funded by Federal funds and for which Federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the Federal funds received by the Sponsor's District if the same level of service is provided by the School, provided that no Federal law or regulation prohibits this transfer of funds.
- 4.6 **Funding Adjustment for Noncompliance:** If the Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Agreement, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.
- 4.7 **Annual Audit:** The School agrees to obtain an annual financial audit in compliance with Federal, State and School District regulations showing all revenues received, from all sources, and all expenditures. The audit shall be conducted by the Auditor General or by an independent auditor selected and paid for by the School. The School shall provide the Sponsor with a copy of such an audit within four (4) months of the School's fiscal year end, as well as any responses to the auditor's findings. The Sponsor reserves the right to perform additional audits or reviews as part of the Sponsor's financial monitoring responsibilities as it deems necessary, at the Sponsor's expense. The Sponsor will notify the School of this procedure in a timely manner. If an audit indicates a deficient fund balance two consecutive years, it will be cause for termination at the end of the second deficient year because of the School's lack of financial viability and stability.

4.8 **Fiscal Monitoring:** s. 1002.33(5)(b), F.S., requires the Sponsor to monitor the revenues and expenditures of the School.

4.8.1 **Monthly Financial Report:** The School will provide a monthly financial report to the Sponsor, to be delivered to the Sponsor no later than the twentieth (20<sup>th</sup>) working day of the following month and shall be included in the School's annual progress reports. The School shall utilize the standard State codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as the means of codifying all transaction pertaining to its operations in the report.

4.8.2 **Annual Financial Report:** s. 1002.33(9)(i), F.S., requires the School to provide annual financial report and program cost report information in the State-required formats for inclusion in the sponsor reporting in compliance with s. 1011.60(1), F.S. The School shall provide the Sponsor with an unaudited annual financial report by August 15. The unaudited financial report must be prepared in accordance with Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Government. The School agrees to complete Florida Department of Education Form ESE 145, or successor, using its unaudited financial statements for the year ending June 30<sup>th</sup> of each year of the term. Form ESE 145, or its successor, should be provided no later than August 15<sup>th</sup> of each year.

4.8.3 **Fixed Asset Reporting:** The School shall inventory, register, and tag all tangible personal property purchased with public funds and implement a fixed asset management system recording such inventory as registered and tagged. The School shall develop guidelines for the inclusion and exclusion of items from fixed asset inventory system and identify to the sponsor the person responsible for maintaining the fixed asset inventory system. The School shall update its fixed asset inventory system and provide a written fixed asset inventory (accurate and balanced) to the Sponsor with each annual financial report. The School shall comply with the requirements of F.S. and Rules of the Auditor General. The School shall not sell, dispose, or trade any property received from the Sponsor without written permission of the Sponsor.

4.8.4 **Financial Emergency:** If the School is deemed to be operating in a state of financial emergency, the Sponsor may take any and all necessary steps to determine if the School will be allowed to continue to operate in such manner. A state of financial emergency is when any one of the following conditions occurs:

- (a) Failure to pay short-term loans from banks within the same fiscal year in which due or failure to make debt service payments when due.
- (b) Failure to transfer at the appropriate time, due to lack of funds:
  - (1) Taxes withheld on the income of employees; or
  - (2) Employer and employee contributions for:



- (a) Federal Social Security; or
- (b) Any pension, retirement, or benefit plan of an employee.
- (c) Failure for one pay period to pay, due to lack of funds:
  - (1) Wages and salaries owed to employees;
  - (2) Retirement benefits owed to former employees.
- (d) Operating with a negative fund balance.

The School shall immediately notify the Sponsor in writing when one or more of the conditions of financial emergency have occurred or will occur. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds and/or termination/nonrenewal of the Agreement.

Financial audits that reveal a state of financial emergency as defined in s. 218.503, F.S., and are conducted by a certified public accountant or auditor in accordance with s. 218.39, F.S., shall be provided to the governing body of the School within 7 working days after finding that a state of financial emergency exists. The School shall comply with the requirements of s. 218.501, F.S., regarding fiscal responsibility. The internal auditor shall report such findings in the form of an exit interview to the principal/director of the School and the chair of the governing board within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to s. 1002.33(7)(a)(10) F.S., the final report shall be provided to the entire governing board of the School, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview. The Commissioner of Education may require and approve a financial recovery plan and/or corrective action plan pursuant to s. 218.503, F.S. Each financial recovery plan and/or corrective action plan will be prepared in accordance with guidelines established by the Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The governing board of the School shall be responsible for performing the duties in s. 1002.345, F.S., including monitoring a financial recovery plan and/or corrective action plan.

- 4.8.5 **Reports:** The parties agree that the Sponsor, with reasonable notice, may request at any time, and the School shall promptly provide, reports on the School's operations and student performance. Such report shall be in addition to those required elsewhere in this Agreement, but shall not be duplicative. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds, without incurring interest as provided for in paragraph 4.1.1 of this Agreement, until such time as the reports are received.

- 4.9 **Title I Compliance:** The School shall timely and fully comply with and adhere to its Title I Plan and Title I Budget as submitted to and approved by Sponsor. The School shall also adhere to all applicable requirements under the NCLB, implementing regulations, as amended from time to time.
- 4.10 **Reversion Upon Termination:** In the event the School ceases operation or is dissolved or this Agreement is not renewed or is otherwise terminated, any public unencumbered funds of the School shall revert to the Sponsor. In that event, all of the School's property and improvements, furnishings and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor. Any assets existing at the time of termination or non-renewal of this Agreement which have been funded by both public funds and funds from other sources shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through s. 1002.33, F.S. The financial and auditing personnel and staff of the Sponsor and of the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Agreement. It is expressly understood by the parties hereto that the real property, facilities, improvements and fixtures are the sole property of the School.
- 4.11 **Access to Inventory:** The School agrees to allow the Sponsor reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of asset, cost of asset, funding source and current location of item.
- 4.12 **Third Party Claims:** Except as otherwise provided herein and except for any interest conferred upon Sponsor by applicable law or this Agreement and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this s. shall constitute a material breach of the Agreement.
- 4.13 **Sale or Disposal of Property:** The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of Sponsor.
- 4.14 **Invoices and Obsolete Property:** The School shall provide Sponsor's Accounting Department copies of invoices for the property and/or improvements purchased with CO

Funds. The School shall provide Sponsor's Accounting Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property.

- 4.15 **Inaccurate Data:** If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible.
- 4.16. **Fiscal Year:** The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

## **ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT**

- 5.1 **Proof of Start-up Funding:** The School may file for a federal or state start-up grant. The School's start-up costs may be funded by such grant and funds due from Sponsor. If the federal or state grant is not approved prior to March 15, 2013, the School shall provide to the Sponsor proof of sufficient funds from an alternate source to assure prompt payment of operation expenses associated with the opening of school, including but not limited to the amount of any teacher and other staff salaries and benefits, and other operational expenses from the beginning of the school year through the first projected income distribution from the Sponsor.
- 5.2 **Tuition or Fees:** The School further agrees that it will 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.
- 5.3 **Reporting of Students:** The School will accurately report its student enrollment to the Sponsor as required in s. 1011.62, F.S., and in accordance with the definitions in s. 1011.61, F.S., at the agreed upon intervals, and using the Sponsor's data system. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools.
- 5.3.1 **Automated Data System:** The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include but not be limited to, the following:
- a. Demographic information;
  - b. ESE data;
  - c. Grade level assignment;

- d. Required health information;
- e. Required discipline codes/incident data;
- f. Daily attendance;
- g. Transportation;
- h. Student schedules;
- i. Teacher demographics;
- j. Master schedule;
- k. ESOL/migrant codes;
- l. Grades/grading period/grading scale;
- m. ERW (entry, re-entry, withdrawal information);
- n. Test scores;
- o. Academic history and transcripts; and
- p. Student lunch information as required.

- 5.4 **School Food Service:** In the event School provides a physical site to students, food service to the School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations.

In the event School provides a physical site to students, the School shall distribute Free and Reduced Price Meal application forms to students and shall certify student eligibility for such programs using required Federal rules and procedures. 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 for three (3) years plus current year.

- 5.4.1 **Meal Service Options and Definitions:** In the event School provides a physical site to students, the School shall provide food service to its students by one of the following means:

- a. Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the 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.
- b. 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
- c. Request meal service be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. 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 after the School's representatives attend a required training program; the School would provide to Sponsor and keep current a master list of students and their eligibility status for free, reduced or fully paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the sponsor would provide meal service for pick-up by the School or pre-packaged meal delivery to 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 monthly basis, upon receipt of a billing from Sponsor's Finance Department, by the tenth (10<sup>th</sup>) of each month.

- 5.5 **Facilities Lease or Ownership:** This section 5.5 shall apply to any physical School facilities or sites that School will use for any purpose, such as administrative offices and student testing sites. School must notify sponsor of any change in location at least 60 days prior to use and the new location must meet all location requirements of 1.3.3.

The following site(s) will be used by School for administrative offices: 2370 3<sup>rd</sup> Street South, Jacksonville, FL. The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided on or before May 15<sup>th</sup>. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided, The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Agreement.

- 5.5.1 **Facilities Upon Termination:** In the event the School is dissolved or this Agreement is terminated, all of the Sponsor's property and improvements, furnishings and equipment purchased with public funds shall be peacefully and promptly delivered to the Sponsor and shall automatically revert to full ownership by the Sponsor following the School's exhaustion of its appellate remedies, if timely invoked. Any property and improvements, furnishings and equipment purchased without public funds for the School which have not been reimbursed by public funds shall be the property of the School should this Agreement terminate or not be renewed. However, ownership of an asset will revert to Sponsor in the event of termination or non-renewal of the Agreement if the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or from another funding source. Any assets existing at the time of termination or non-renewal of this Agreement which have been funded by both public funds and non-public funds shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through s. 1002.33, F.S., or this Agreement. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Agreement.

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

5.5.3 **Facility Inspections:** The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include: Children and Family Services to do inspections of the kitchens and related spaces, and the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections prior to the first day of operations.

5.6 **Human Resources:** The parties agree to the provisions relating to Human Resources at the School as set forth below.

5.6.1 **Employees:** The parties to this Agreement agree that the School shall select employees as prescribed in the charter application, and employees will be classed as private employees.

- The School agrees that its employment practices shall be nonsectarian.
- The School shall not violate the anti-discrimination provisions of s. 1000.05, F.S., The Florida Educational Equity Act.
- In an effort to exhibit fiscal responsibility with public funds, the School agrees to comply with the provision of s. 215.425(4) F.S., with respect to the employment contracts of its employees and to require the same provisions be followed by any ESP in regard to the employment of teachers, direct support personnel, and the head of school.
- The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Appendix I. Modifications to these elements shall be in accordance with paragraph 1.4 of this Agreement.

- 5.6.2 **Teacher Certification:** The teachers employed by or under contract to the School shall be certified or highly qualified, as required by Florida law. The School may employ or contract with skilled, selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher's aides in the manner set forth in s. 1012.55, F.S., or as otherwise allowed by law. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- 5.6.3 **Qualifications Disclosure:** The School agrees to annually disclose to the parents of its students and to the Sponsor the qualifications of its teachers.
- 5.6.4 **Teacher Contracts:** The School shall comply with the provisions of s. 1012.335, F.S., relating to probationary and annual contracts for teachers employed by or under contract to the School.
- 5.6.5 **Fingerprinting:** The School shall require all employees and members of its Board of Directors, as well as all of its "contractual personnel" as defined by the Florida Jessica Lunsford Act (s. 1012.465, et seq., F.S.), to comply with the fingerprinting requirements of s. 1012.32, F.S., including a level 2 screening. All persons failing to pass the level 2 screening will not be employed, hired, or allowed on school grounds, and, if presently employed or hired, will be immediately removed from school grounds.
- 5.6.6 **Drug-Free:** If the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and s. 1012.45, F.S. The School may establish and maintain an alcohol and drug-free workplace at its own expense.
- 5.6.7 **Teacher and Principal Evaluations:** The teachers and principal(s) employed by or under contract to the School shall be annually evaluated in accordance with s. 1012.34, F.S., including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness.
- 5.7 **Transportation:** The parties agree that transportation shall not be a barrier to equal access for any student for whom transportation is legally required to be provided. Transportation is the responsibility of the School. If the School transports students or provides for the transportation of students, it shall do so in a manner consistent with the requirements of applicable state and federal law, and shall maintain records sufficient for pre and post auditing purposes. Transportation may be arranged under the terms of 5.7.1 or 5.7.2 below, a combination thereof or as otherwise allowed by law. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School will provide the Sponsor the name of the Sponsor-approved private transportation firm and the School's final transportation

plan. The School agrees to monitor the status of the commercial drivers licenses of each School bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the contact noted in paragraph 8.10 below, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates. Unless it contracts with the Sponsor for the provision of School bus transportation, the School is required to ensure that each School bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications.

**5.7.1 Transportation reimbursement:** The School may provide transportation for students, in which case, it shall be entitled to any and all state and federal reimbursement for travel costs for such transportation.

**5.7.2 Transportation assistance:** The Sponsor may assist in providing transportation to the School under the terms of a mutually acceptable agreement between the parties that may be negotiated prior to the opening of school for the initial school term and thereafter negotiated prior to May 15<sup>th</sup> of each year. This shall not be interpreted as prohibiting a multi-year contract.

**5.8 Additional Sponsor Services:** Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School that is not provided pursuant to s. 1002.33(20), F.S., at the following rates:

- For staff time: the Sponsor's actual cost as calculated by multiplying the hourly rate, including benefits, of the Sponsor's personnel performing the service by the number of hours spent for services to the School;
- For warehouse, printing, learning resource center services: the Sponsor's actual cost;
- For copies of documents: the Sponsor's actual cost.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Agreement.

## **ARTICLE 6.0 INDEMNIFICATION AND INSURANCE**

**6.1 Indemnification of Sponsor and Liability:** The School agrees to indemnify, defend, and hold the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:



- the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Agreement;
- the School's material breach of this Agreement or law;
- any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
- the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Agreement. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf.

6.1.1 The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Agreement shall continue in full force and effect notwithstanding the expiration or early termination of this Agreement with respect to any claims based on facts or conditions which occurred prior to termination.

6.1.2 In no way shall the School's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

6.1.3 The School shall also indemnify, defend and protect and hold harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School.

6.1.4 The parties agree to be fully responsible for their own acts of negligence and their employees' and agents' acts of negligence committed in the scope of employment or agency, and agree to be liable for any damages proximately caused thereby. The parties agree that their liability is subject to the monetary limitations and defenses imposed by s. 768.28, F.S. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity or of the monetary limitation and defenses imposed by s. 768.28, F.S., by the parties.

6.2 **Limitation of Liability:** The School acknowledges the following principles codified in s. 1002.33(5), F.S.:

- Sponsor shall not be liable for civil damages under state law for personal injury, property damage, or death resulting from an act or omission of an officer, employee, agent, or governing body of the School;
- Sponsor shall not be liable for civil damages under state law for any employment actions taken by an officer, employee, agent, or governing body of the School; and
- Sponsor's duties to monitor the School shall not constitute the basis for a private cause of action.

6.3 **Sovereign Immunity/Limitations of Liability:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity nor consents to be sued by any third party. Only the Sponsor and School shall be subject to liability under this agreement. No member of either Sponsor's school board or the School's Board of Directors shall have any personal liability pursuant to or under this Agreement, except as permitted or required under Chapter 617, F.S.

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

6.5 **Evidence of Insurance:** 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 Article 6. The School shall provide evidence of such insurance in the following manner:

6.5.1 **Time to Submit:** The School shall furnish the Sponsor with fully completed certificates(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, before the initial opening day of classes. The insurance shall be maintained in force, without interruption, until this Agreement is terminated.

6.5.2 **Notice of Cancellation:** Each certificate of insurance shall provide and require that the Sponsor be given no less than sixty (60) days written notice prior to cancellation, except when notice of cancellation of one policy is accompanied by notice of a replacement policy, without interruption of coverage.

6.5.3 **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before

the expiration or termination of the required insurance for which evidence was provided.

6.6 **Acceptable Insurers:** Insurers providing the insurance required of the School by this Agreement must meet the following minimum requirements:

6.6.1 **Insurer's Ratings:** Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under F.S. 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.

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

6.7 **Commercial General Liability Insurance:** The School shall, at its sole expense, maintain and keep in force Commercial General Liability insurance which shall conform to the following requirements:

6.7.1 **Liabilities Covered:** The School's insurance shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) that 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.

6.7.2 **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per occurrence/two million (\$2,000,000) dollars annual aggregate.

6.7.3 **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of One Thousand (\$1,000) Dollars per occurrence.

6.7.4 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability insurance until four (4) years after expiration or termination of this Agreement.

- 6.7.5 **Additional Insureds:** The School shall include the Sponsor and its members, officers, and employees and agents as "Additional insured" on the required Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured."
- 6.8 **Automobile Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance that shall conform to the following requirements:
- 6.8.1 **Liabilities Covered:** The School's insurance shall cover the School for those sources of liability which would be covered by s. II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 001), including coverage for liability contractually assumed, and filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Agreement.
- 6.8.2 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Contract.
- 6.8.3 **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence, and if subject to an annual aggregate, Two Million (\$2,000,000) Dollars annual aggregate.
- 6.9 **Worker's Compensation/Employer's Liability:** The School shall, at its sole expense, provide, maintain and keep in force Worker's Compensation/Employer's Liability Insurance which shall conform to the following requirements:
- 6.9.1 **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Worker's Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Worker's Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal and state law.
- 6.9.2 **Minimum Limits:** Subject to restrictions found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Worker's Compensation Act or any

other coverage customarily insured under part One of the standard Worker's Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker's Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million (\$1,000,000.00) Dollars per occurrence/Two Million (\$2,000,000.00) Dollars annual aggregate. If the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Worker's Compensation Coverage.

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

6.10.1 **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.

6.10.2 **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed Five Thousand (\$5,000.00) Dollars per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per claim/two million (\$2,000,000) dollars annual aggregate.

6.10.3 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability insurance until four (4) years after expiration or termination of this Agreement.

6.10.4 **Alternative:** If the School Leader's Errors and Omissions liability insurance is not commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof, with the same minimum limits of coverage as set forth above. Subject to commercial availability, coverage shall be on an occurrence basis. If such insurance is on a claims-made basis, the School shall maintain, without interruption, the insurance until four (4) years after termination of this Agreement.

- 6.11 **Property Insurance:** The School shall maintain hazard insurance on its own buildings and property, if any, during the term of this Agreement. The School will provide proof of such insurance and its renewals to Sponsor if requested.

- 6.12 **Applicable to all Coverages:** The following provisions apply to all insurance coverages required under this Agreement.

6.12.1 **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.

- 6.12.2 **Deductibles/Retention:** Liability and Worker's Compensation Insurance required by this Agreement shall apply on a first-dollar basis, without the application of a deductible or self-insurance retention. Reasonable deductibles or self-insurance retention may be allowed on property or other insurance not to exceed one thousand (\$1,000) dollars. The School may provide liability insurance by means of a base policy in one or more umbrella policies.
- 6.12.3 **Liability and Remedies:** Compliance with the insurance requirements of this Agreement shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- 6.12.4 **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Agreement does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
- 6.12.5 **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of its full responsibility to provide the insurance as required by this Agreement.
- 6.12.6 **Combined Coverage:** Combined services coverage under this Agreement shall be permitted, subject to approval by the Sponsor's Risk Management Department.
- 6.12.7 **Default Upon Non-Compliance:** The School shall be in material default of this Agreement for failure to procure, maintain and keep in effect the insurance as required by this Agreement. If the Sponsor becomes aware that the School does not have in effect any required insurance coverage, it shall give written notice to the School, and the School shall procure such insurance and provide a certificate of insurance to the Sponsor, as soon as reasonably possible, but no later than two (2) school days after receipt of such notice.

## **ARTICLE 7.0 GOVERNANCE STRUCTURE**

- 7.1 **Nonprofit Organization:** As indicated in Appendix I, School is a nonprofit organization but may contract for management with a separate corporation as further described in this Article 7.0 and in section 3.9. The School shall furnish to the Sponsor a copy of its articles of incorporation or articles of organization, bylaws, and any amendments thereto.
  - 7.1.1 School may file a fictitious name application with the Florida Department of State to operate using a name associated with the geographic location of the School or other community-related theme as determined by the School. However, prior to

publicly operating under any name than that contained in this Agreement, School must first obtain written permission of the Sponsor's Superintendent or designee.

7.2 **Governing Body:** The School shall be governed by a governing board, a majority of whose members shall at all times during the term of this Agreement be residents of Florida. The governing board and each of its members shall adhere to the following rules.

7.2.1 Board Members cannot be employees of the School.

7.2.2 No member of the governing board of the School will receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. A violation of this provision shall constitute a material breach of the Agreement. All governing board members shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, F.S., and other applicable portion of the Code of Ethics for Public Officers and Employees. The governing board chair shall annually provide to the Sponsor a statement confirming that:

- No board member acting in his/her private capacity shall sell services directly or indirectly to the School.
- A prohibited conflict of interest would exist if the spouse, parent, child, stepchild, sibling, or employee of any board member were a member of the governing board.
- An employee of the School or of the management company operating the School shall not be a member of the governing board.

7.2.3 Governing board members shall be able to demonstrate financial competence and adequate professional experience.

7.2.4 The governing board of the School is empowered within this Agreement and in conformance with law and the terms of this Agreement to determine the rules and regulations needed for the effective operation and general improvement of the School, as well as the authority to make all decision relating to the School as provided to it by law.

7.2.5 It is recognized that in accordance with the responsibility of the School, contracts with management companies must not usurp the authority of the governing board. The Sponsor will look to the governing board directly for accountability.

7.2.6 The governing board will provide reasonable public notice of the date, time, and place of its meetings and will maintain detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. A signed copy of the minutes will be on file at the School site for review and a copy will be forwarded to the Sponsor. Meetings of the governing board shall be open to the media and public and comply with s. 286.011, F.S., unless confidentiality is required by law.

- 7.2.7 To the extent applicable, the officers and directors of the School will comply with Part III, Ch. 112, F.S. (the Code of Ethics for Public Officers and Employees). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors.
- 7.2.8 The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds shall run to the School, the not-for-profit corporation, and the Sponsor and shall be on file for inspection at all times.
- 7.2.9 All directors and the chief administrator of the School must submit to a background check prior to joining the governing board or becoming the chief administrator.
- 7.2.10 The governing board shall review and approve policies and procedures of the School and recommend expulsions to the Sponsor.
- 7.2.11 The governing board cannot delegate its responsibility to the Sponsor to any other agency, management company or other contracted service provider.
- 7.2.12 The governing board of the School shall annually adopt and maintain an operating budget. This annual budget must be reviewed and approved by of the governing board and submitted to the Sponsor by July 1st of each year along with a copy of the minutes of the meeting showing approval of the budget by the governing board.
- 7.2.13 If after adopting the budget, a member of the governing board in his/her obligated diligence believes that any other member of the Board or any vendor, vendor's employee, management company, or management company agent or employee is directly responsible or wrongfully advises the members of the board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that individual should notice the sponsor, Department of Education, and if deemed proper, the Attorney General, or any other proper authority immediately.
- 7.2.14 The names of the governing board members must be held current at all times and the Sponsor shall be notified within 10 business days of any changes. The replacement of the initial governing board members must be done in staggered terms to ensure continuity in leadership and oversight, said terms of replacement should be properly stated in the Board's By-Laws.
- 7.2.15 The School shall provide the parents in writing the names of the members of the governing board and a means by which they may be contacted.
- 7.2.16 The School shall provide the parents in the writing the process for placing an item on the agenda for the governing board meeting.



- 7.3 **Selection of Directors and Officers or Managers:** The selection of the School's directors and officers or managers shall be as set forth in Appendix I. The School shall provide to the Sponsor a current list of the names and addresses of its directors and officers no later than the first day of school each year.
- 7.4 **Duties of Directors or Managers:** The duties of the School's directors and officers shall be as set forth in Appendix I.
- 7.5 **Public Meetings/Minutes:** The governing body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings. At least two (2) meetings of the governing board shall be held in person in Pinellas County each school year. All governing board meetings will be open to the public, and the minutes shall be available for public review. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of draft minutes to the Sponsor within thirty (30) days after the meeting, and formally approved minutes upon request.
- 7.6 **Conflict of Interest:** The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director, officer or employee of the School or the spouse, parent, child, stepchild, or sibling of any director, officer or employee, or from any business in which any officers or employee has an interest, nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. The School may establish a policy to reimburse employees and board members for the actual and reasonable out-of-pocket expenses incurred in the performance of services for the School. The School may reimburse a member of the governing body for payment of the School's reasonable contractual or other obligations, and for expenses, incurred before the granting of this Agreement.
- 7.7 **Contracted Management Services:** The School may enter into a contract for management services ("the Contract") with a separate corporation registered to do business in the State of Florida ("the Company") in addition to the company noted in section 3.9 above. The School, upon request of the Sponsor, shall provide documentation to the Sponsor demonstrating that any Company the School wishes to hire possesses the professional experience and competence to provide the services at issue. If School opens to students without a Contract with any Company and subsequently wished to enter into a Contract, it must first obtain written approval of Sponsor's Superintendent.
- 7.7.1 Terms of the Contract shall specifically require strict compliance with this Agreement and amendments thereto, and with all applicable laws, ordinances, rules and regulations. The contract between the School and the Company must allow the School the ability to terminate the contract with the management company. Employees of the Company and family members of employees of management companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law. If the School desires to contract with a Company subsequent to

the execution of this Agreement, the proposed contract between the Company and the School shall be submitted to the Sponsor for review prior to its execution by the School.

- 7.7.2 An executed copy of the Contract shall be provided for Sponsor review prior to February 15, 2014. Any changes to the management contract that would materially change the terms of the charter contract must be approved by amendment of the charter contract.
- 7.7.3 The School's Board of Directors shall assure that operating officers of the Company shall meet standards applicable to service on the School's Board, including, if required, criminal background checks required by Florida law.
- 7.7.4 At least sixty (60) days prior to opening of the School, management officials of the Company, including those directly charged with management of the School, shall meet with Sponsor's representatives to discuss details of the operation of the School and of this Agreement.
- 7.7.5 Should the Sponsor's representative object to any detail of operation of the School by the Company as unlawful, or in violation of this Agreement or applicable regulations, it shall so inform the School's Board of Directors in writing. Within thirty (30) days the School's Board of Directors shall respond in writing as to what corrective action(s), if any, will be taken or, if no corrective action is to be taken, the reasons it declines to do so. Failure to correct an objection with this Agreement or amendments thereto may be good cause for immediate termination of this Agreement.
- 7.7.6 Any default or breach of the terms of this Agreement by the Company shall constitute a default or breach by the School under the terms of this Agreement between the School and the Sponsor.
- 7.8 **School Administrator/Principal:** The School will provide the services of a Administrator/Principal of the School who shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and applicable law and regulation.
- 7.9 **Restriction on Employment of Relatives:** School personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the School in which the School personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed promoted, or advanced in or to a position in the School if such appointment, employment, promotion, or advancement has been advocated by School personnel who serve in a position that exercises jurisdiction or control over the School and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

For the purposes of this section, the following definitions shall be used:

“School personnel” means the School’s owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the School who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in the School, including the authority as a member of a governing body of the School to vote on the appointment, employment, promotion, or advancement of individuals.

“Relative” means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

#### **ARTICLE 8.0 MISCELLANEOUS**

- 8.1 **Titles:** Any and all titles to Articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Agreement, and shall not be considered in the interpretation of the Agreement or any provision hereof.
- 8.2 **Interference with Performance:** Neither party shall be in default of this Agreement if the performance of any part or all of this Agreement 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 unusual expense.
- 8.3 **Entire Agreement:** This Agreement and the appendices hereto shall constitute the full, entire and complete agreement between the parties. All prior representations, understandings and agreements are superseded and replaced by this Agreement. Except as any Florida or United States statute may change the obligations of either the School or the Sponsor, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Agreement shall require approval of the Sponsor.
- 8.3.1 **Amendment Required:** The School will submit to the Sponsor an application to amend this Agreement for any change in the provisions of this Agreement unless the Agreement or controlling law specifically provides for the change without the need for an amendment.
- 8.4 **Assignment:** This Agreement may not be assigned by either party.
- 8.5 **Waiver:** No waiver of any provision of this Agreement shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

- 8.6 **Warranties:** All representations and warranties made herein shall survive termination of this Agreement.
- 8.7 **Partial Invalidity:** If any provision or part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or part of any other provision of this Agreement, and all such provisions shall remain in full force and effect.
- 8.8 **Third Party Beneficiary:** This Agreement is not intended to create any rights of a third-party beneficiary.
- 8.9 **Applicable Law and Venue:** This Agreement is made and entered into the State of Florida and shall be interpreted according to the laws of that state. Proper venue for any litigation arising under this Agreement shall lie in the Sixth Judicial Circuit Court in Pinellas County, if a state court action, or the U.S. District Court for the Middle District of Florida, Tampa Division, if a federal court action. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.
- 8.10 **Notice:** Every notice, approval or consent authorized or required by this Agreement shall not be effective unless it is in writing and sent postage prepaid by the United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:
- |            |  |
|------------|--|
| School:    | Florida Virtual Academy at Pinellas Charter School                           |
| Attention: | Mr. Brady Cobb   |
| Address:   | Cobb Eddy Mijares, PLLC 642 NE 3rd Ave<br>Fort Lauderdale, Florida 333042618 |
| Sponsor:   | The School Board of Pinellas County, Florida                                 |
| Attention: | Dot Clark, Coordinator of Partnership Schools                                |
| Address:   | 301 4 <sup>th</sup> Street S.W., Largo, Florida 33779-2942                   |
- 8.11 **Legal Representation:** The parties acknowledge that each has been offered the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Agreement and each is satisfied with the legal representation received.
- 8.12 **Law, Rule or Regulation as Amended:** Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.
- 8.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.
- 8.14 **Authorization:** Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

8.15 **Other:** The School acknowledges and agrees that it shall abide by and be bound by, to the same extent as the Sponsor, any and all court orders relating to desegregation in the Sponsor's district.

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

**School:**

**Sponsor:**

BOARD OF DIRECTORS OF SOUTHWEST  
FLORIDA VIRTUAL CHARTER  
SCHOOL BOARD, INC.

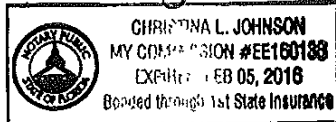
THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

By: [Signature]  
Its: SECRETARY

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

Attest: Christina L. Johnson  
By its: Notary Public

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



Approved as to Form:

[Signature]  
Office of School Board Attorney