



# Hernando School District

## School Board Workshop

### Agenda - Final

---

Tuesday, July 29, 2025

2:00 PM

District Office-Board Room  
919 N. Broad Street  
Brooksville, FL 34601

---

#### CALL TO ORDER

#### PRESENTATIONS

1. [26-3115](#) Presentation of Sunrise Settlement Agreement Update.  
**Attachments:** [26-3115 Budget Sheet NO Financial Impact ACC](#)
2. [26-3157](#) Presentation of the Consent of the Assignment of Charter Agreement from B.E.S.T. Academy, Inc., to Mid Florida Community Service, Inc, to DBA You Thrive Florida.  
**Attachments:** [F.S. 1002.33 Paginated](#)  
[Plan of Merger of B.E.S.T. Academy, INC., Into Mid Florida Community Services, Inc., dba You Thrive Florida](#)  
[Articles of Merger](#)  
[Consent to Assignment of Charter Agreement from B.E.S.T., Inc., to Mid Florida Community Services, Inc., dba You Thrive Florida](#)  
[You Thrive Florida Organizational Chart](#)  
[Mid Florida Community Services, Inc. dba You Thrive Florida Amended and Restated By-Laws](#)  
[Amendment to Articles of Incorporation for Mid Florida Community Service, Inc.](#)  
[2025 Sunbiz Listing](#)  
[Budget Sheet](#)
3. [26-3176](#) Review and Tentative Approval of the Neola Policy - 9271 Personalized Education Program (PEP) Students  
**Attachments:** [po9271 revised](#)  
[PEP Matrix of Charges](#)  
[Budget Sheet](#)
4. [26-3159](#) Presentation on the 2024-2025 School and District State Assessment Data  
**Attachments:** [2024 2025 School Grades Presentation](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

5. [26-3178](#) Review and grant tentative approval of the Mutual Aid Agreement between Hernando County and The School Board of Hernando County, Florida for emergency shelter operations.

**Attachments:** [HCSD MOU Clean](#)  
[No Impact Budget Sheet](#)

## **GENERAL COUNSEL**

## **ADDENDUM ITEMS**

## **GOOD OF THE ORDER/BOARD DISCUSSION**

### **School Board Comments**

## **ADJOURNMENT**

The next School Board Meetings are scheduled for August 12, 2025:

1:00 PM - Informal Meeting

2:00 PM - Workshop

6:00 PM - Regular Meeting

### **Mission Statement**

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

---





# Hernando School District

## School Board Workshop

---

**Agenda Item # 1. 26-3115**

7/29/2025

---

**Title and Board Action Requested**

Presentation of Sunrise Settlement Agreement Update.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board here a presentation of Sunrise Settlement agreement Update.

**My Contact**

Brian Ragan

Director of Facilities & Construction

ragan\_b@hcsb.k12.fl.us

352-797-7050

Jim Lipsey

Planner

lipsey\_j@hcsb.k12.fl.us

352-797-7050

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**A. Item Currently Budgeted -**

Account Name		<u>No Financial Impact</u>										
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

Account Name												
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

**B. Item Currently Not Budgeted -\*\***

Funding Source												
Account Name												
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$											

Funding Source												
Account Name												
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$											

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Workshop

---

**Agenda Item # 2. 26-3157**

7/29/2025

---

**Title and Board Action Requested**

Presentation of the Consent of the Assignment of Charter Agreement from B.E.S.T. Academy, Inc., to Mid Florida Community Service, Inc, to DBA You Thrive Florida.

**Executive Summary**

The Supervisor of School Choice, on behalf of the Superintendent of Schools, hereby requests the Board to review the Consent for Assignment of Charter Agreement from B.E.S.T. Academy, Inc., to Mid Florida Community Service, Inc, to DBA You Thrive Florida.

**My Contact**

Dawn Williams  
Supervisor of School Choice  
352-797-7026 ext. 70448

**2023-28 Strategic Focus Area**

Priority 1: Student Success

**Financial Impact**

No financial impact.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Select Year: 2024 ▼

## The 2024 Florida Statutes (including 2025 Special Session C)

[Title XLVIII](#)  
EARLY LEARNING-20  
EDUCATION CODE

[Chapter 1002](#)  
STUDENT AND PARENTAL RIGHTS AND  
EDUCATIONAL CHOICES

[View Entire  
Chapter](#)

### 1002.33 Charter schools.—

(1) **AUTHORIZATION.**—All charter schools in Florida are public schools and shall be part of the state's program of public education. A charter school may be formed by creating a new school or converting an existing public school to charter status. A charter school may operate a virtual charter school pursuant to s. [1002.45\(1\)\(c\)](#) to provide online instruction to students, pursuant to s. [1002.455](#), in kindergarten through grade 12. The school district in which the student enrolls in the virtual charter school shall report the student for funding pursuant to s. [1011.61\(1\)\(c\)1.b.\(VI\)](#), and the home school district shall not report the student for funding. An existing charter school that is seeking to become a virtual charter school must amend its charter or submit a new application pursuant to subsection (6) to become a virtual charter school. A virtual charter school is subject to the requirements of this section; however, a virtual charter school is exempt from subparagraph (7)(a)13., subsections (18) and (19), paragraph (20)(c), and s. [1003.03](#). A public school may not use the term charter in its name unless it has been approved under this section.

### (2) **GUIDING PRINCIPLES; PURPOSE; LEGISLATIVE INTENT.**—

#### (a) Charter schools in Florida shall be guided by the following principles:

1. Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within this state's public school system.
2. Promote enhanced academic success and financial efficiency by aligning responsibility with accountability.
3. Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.

#### (b) Charter schools shall fulfill the following purposes:

1. Improve student learning and academic achievement.
  2. Increase learning opportunities for all students, with special emphasis on low-performing students and reading.
  3. Encourage the use of innovative learning methods.
  4. Require the measurement of learning outcomes.
- (c) Charter schools may fulfill the following purposes:
1. Create innovative measurement tools.
  2. Provide rigorous competition within the public school system to stimulate continual improvement in all public schools.
  3. Expand the capacity of the public school system.
  4. Mitigate the educational impact created by the development of new residential dwelling units.
  5. Create new professional opportunities for teachers, including ownership of the learning program at the school site.

(d) It is the intent of the Legislature that charter school students be considered as important as all other students in this state and, to that end, comparable funding levels from existing and future sources should be maintained for charter school students.

### (3) **APPLICATION FOR CHARTER STATUS.**—



(a) An application for a new charter school may be made by an individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this state.

(b) An application for a conversion charter school shall be made by the district school board, the principal, teachers, parents, and/or the school advisory council at an existing public school that has been in operation for at least 2 years prior to the application to convert. A public school-within-a-school that is designated as a school by the district school board may also submit an application to convert to charter status. An application submitted proposing to convert an existing public school to a charter school shall demonstrate the support of at least 50 percent of the teachers employed at the school and 50 percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process, according to rules adopted by the State Board of Education. A district school board denying an application for a conversion charter school shall provide notice of denial to the applicants in writing within 10 days after the meeting at which the district school board denied the application. The notice must articulate in writing the specific reasons for denial and must provide documentation supporting those reasons. A private school, parochial school, or home education program shall not be eligible for charter school status.

(4) UNLAWFUL REPRISAL.—

(a) No district school board, or district school board employee who has control over personnel actions, shall take unlawful reprisal against another district school board employee because that employee is either directly or indirectly involved with an application to establish a charter school. As used in this subsection, the term “unlawful reprisal” means an action taken by a district school board or a school system employee against an employee who is directly or indirectly involved in a lawful application to establish a charter school, which occurs as a direct result of that involvement, and which results in one or more of the following: disciplinary or corrective action; adverse transfer or reassignment, whether temporary or permanent; suspension, demotion, or dismissal; an unfavorable performance evaluation; a reduction in pay, benefits, or rewards; elimination of the employee’s position absent of a reduction in workforce as a result of lack of moneys or work; or other adverse significant changes in duties or responsibilities that are inconsistent with the employee’s salary or employment classification. The following procedures shall apply to an alleged unlawful reprisal that occurs as a consequence of an employee’s direct or indirect involvement with an application to establish a charter school:

1. Within 60 days after the date upon which a reprisal prohibited by this subsection is alleged to have occurred, an employee may file a complaint with the Department of Education.

2. Within 3 working days after receiving a complaint under this section, the Department of Education shall acknowledge receipt of the complaint and provide copies of the complaint and any other relevant preliminary information available to each of the other parties named in the complaint, which parties shall each acknowledge receipt of such copies to the complainant.

3. If the Department of Education determines that the complaint demonstrates reasonable cause to suspect that an unlawful reprisal has occurred, the Department of Education shall conduct an investigation to produce a fact-finding report.

4. Within 90 days after receiving the complaint, the Department of Education shall provide the district school superintendent of the complainant’s district and the complainant with a fact-finding report that may include recommendations to the parties or a proposed resolution of the complaint. The fact-finding report shall be presumed admissible in any subsequent or related administrative or judicial review.

5. If the Department of Education determines that reasonable grounds exist to believe that an unlawful reprisal has occurred, is occurring, or is to be taken, and is unable to conciliate a complaint within 60 days after receipt of the fact-finding report, the Department of Education shall terminate the investigation. Upon termination of any investigation, the Department of Education shall notify the complainant and the district school superintendent of the termination of the investigation, providing a summary of relevant facts found during the investigation and the reasons for terminating the investigation. A written statement under this paragraph is presumed admissible as evidence in any judicial or administrative proceeding.

6. The Department of Education shall either contract with the Division of Administrative Hearings under s. 120.65, or otherwise provide for a complaint for which the Department of Education determines reasonable



grounds exist to believe that an unlawful reprisal has occurred, is occurring, or is to be taken, and is unable to conciliate, to be heard by a panel of impartial persons. Upon hearing the complaint, the panel shall make findings of fact and conclusions of law for a final decision by the Department of Education.

It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's exercise of rights protected by this section.

(b) In any action brought under this section for which it is determined reasonable grounds exist to believe that an unlawful reprisal has occurred, is occurring, or is to be taken, the relief shall include the following:

1. Reinstatement of the employee to the same position held before the unlawful reprisal was commenced, or to an equivalent position, or payment of reasonable front pay as alternative relief.
2. Reinstatement of the employee's full fringe benefits and seniority rights, as appropriate.
3. Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the unlawful reprisal.
4. Payment of reasonable costs, including attorney's fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.
5. Issuance of an injunction, if appropriate, by a court of competent jurisdiction.
6. Temporary reinstatement to the employee's former position or to an equivalent position, pending the final outcome of the complaint, if it is determined that the action was not made in bad faith or for a wrongful purpose, and did not occur after a district school board's initiation of a personnel action against the employee that includes documentation of the employee's violation of a disciplinary standard or performance deficiency.

(5) SPONSOR; DUTIES.—

(a) *Sponsoring entities.*—

1. A district school board may sponsor a charter school in the county over which the district school board has jurisdiction.
2. A state university may grant a charter to a lab school created under s. 1002.32 and shall be considered to be the school's sponsor. Such school shall be considered a charter lab school.
3. Because needs relating to educational capacity, workforce qualifications, and career education opportunities are constantly changing and extend beyond school district boundaries:
  - a. A state university may, upon approval by the Department of Education, solicit applications and sponsor a charter school to meet regional education or workforce demands by serving students from multiple school districts.
  - b. A Florida College System institution may, upon approval by the Department of Education, solicit applications and sponsor a charter school in any county within its service area to meet workforce demands and may offer postsecondary programs leading to industry certifications to eligible charter school students. A charter school established under subparagraph (b)4. may not be sponsored by a Florida College System institution until its existing charter with the school district expires as provided under subsection (7).
  - c. Notwithstanding paragraph (6)(b), a state university or Florida College System institution may, at its discretion, deny an application for a charter school.
  - d. The Charter School Review Commission, as authorized under s. 1002.3301, may solicit and review applications for charter schools overseen by district school boards and, upon the commission approving an application, the district school board that oversees the school district in which the charter school will be located shall serve as sponsor.

(b) *Sponsor duties.*—

- 1.a. The sponsor shall monitor and review the charter school in its progress toward the goals established in the charter.
- b. The sponsor shall monitor the revenues and expenditures of the charter school and perform the duties provided in s. 1002.345.
- c. The sponsor may approve a charter for a charter school before the applicant has identified space, equipment, or personnel, if the applicant indicates approval is necessary for it to raise working funds.



d. The sponsor may not apply its policies to a charter school unless mutually agreed to by both the sponsor and the charter school. If the sponsor subsequently amends any agreed-upon sponsor policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon.

e. The sponsor shall ensure that the charter is innovative and consistent with the state education goals established by s. 1000.03(5).

f. The sponsor shall ensure that the charter school participates in the state's education accountability system. If a charter school falls short of performance measures included in the approved charter, the sponsor shall report such shortcomings to the Department of Education.

g. The sponsor is not 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 charter school.

h. The sponsor is not liable for civil damages under state law for any employment actions taken by an officer, employee, agent, or governing body of the charter school.

i. The sponsor's duties to monitor the charter school do not constitute the basis for a private cause of action.

j. The sponsor may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency pursuant to s. 1002.345.

k. The sponsor shall submit an annual report to the Department of Education in a web-based format to be determined by the department.

(I) The report shall include the following information:

(A) The number of applications received during the school year and up to August 1 and each applicant's contact information.

(B) The date each application was approved, denied, or withdrawn.

(C) The date each final contract was executed.

(II) Annually, by November 1, the sponsor shall submit to the department the information for the applications submitted the previous year.

(III) The department shall compile an annual report, by sponsor, and post the report on its website by January 15 of each year.

2. Immunity for the sponsor of a charter school under subparagraph 1. applies only with respect to acts or omissions not under the sponsor's direct authority as described in this section.

3. This paragraph does not waive a sponsor's sovereign immunity.

4. A Florida College System institution may work with the school district or school districts in its designated service area to develop charter schools that offer secondary education. These charter schools must include an option for students to receive an associate degree upon high school graduation. If a Florida College System institution operates an approved teacher preparation program under s. 1004.04 or s. 1004.85, the institution may operate charter schools that serve students in kindergarten through grade 12 in any school district within the service area of the institution. District school boards shall cooperate with and assist the Florida College System institution on the charter application. Florida College System institution applications for charter schools are not subject to the time deadlines outlined in subsection (6) and may be approved by the district school board at any time during the year. Florida College System institutions may not report FTE for any students participating under this subparagraph who receive FTE funding through the Florida Education Finance Program.

5. For purposes of assisting the development of a charter school, a school district may enter into nonexclusive interlocal agreements with federal and state agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the school district to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, a school district for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must



consist of the governmental entity's fees plus a fee for the school district to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to subsection (20). Notwithstanding any other provision of law, an interlocal agreement or ordinance that imposes a greater regulatory burden on charter schools than school districts or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by a school district for the development of only its own schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

6. The board of trustees of a sponsoring state university or Florida College System institution under paragraph (a) is the local educational agency for all charter schools it sponsors for purposes of receiving federal funds and accepts full responsibility for all local educational agency requirements and the schools for which it will perform local educational agency responsibilities. A student enrolled in a charter school that is sponsored by a state university or Florida College System institution may not be included in the calculation of the school district's grade under s. 1008.34(5) for the school district in which he or she resides.

(c) *Sponsor accountability.*—

1. The department shall, in collaboration with charter school sponsors and charter school operators, develop a sponsor evaluation framework that must address, at a minimum:

- a. The sponsor's strategic vision for charter school authorization and the sponsor's progress toward that vision.
- b. The alignment of the sponsor's policies and practices to best practices for charter school authorization.
- c. The academic and financial performance of all operating charter schools overseen by the sponsor.
- d. The status of charter schools authorized by the sponsor, including approved, operating, and closed schools.

2. The department shall compile the results by sponsor and include the results in the report required under sub-sub-subparagraph (b)1.k.(III).

(6) **APPLICATION PROCESS AND REVIEW.**—Charter school applications are subject to the following requirements:

(a) A person or entity seeking to open a charter school shall prepare and submit an application on the standard application form prepared by the Department of Education which:

1. Demonstrates how the school will use the guiding principles and meet the statutorily defined purpose of a charter school.

2. Provides a detailed curriculum plan that illustrates how students will be provided services to attain the state academic standards.

3. Contains goals and objectives for improving student learning and measuring that improvement. These goals and objectives must indicate how much academic improvement students are expected to show each year, how success will be evaluated, and the specific results to be attained through instruction.

4. Describes the reading curriculum and differentiated strategies that will be used for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Such strategies may include visual information and strategies that improve background and experiential knowledge, add context, and increase oral language and vocabulary to support comprehension, but may not be used to teach word reading. A sponsor shall deny an application if the school does not propose a reading curriculum that is consistent with effective teaching strategies that are grounded in scientifically based reading research.

5. Contains an annual financial plan for each year requested by the charter for operation of the school for up to 5 years. This plan must contain anticipated fund balances based on revenue projections, a spending plan based on projected revenues and expenses, and a description of controls that will safeguard finances and projected enrollment trends.

6. Discloses the name of each applicant, governing board member, and all proposed education services providers; the name and sponsor of any charter school operated by each applicant, each governing board member, and each proposed education services provider that has closed and the reasons for the closure; and the academic



and financial history of such charter schools, which the sponsor shall consider in deciding whether to approve or deny the application.

7. Contains additional information a sponsor may require, which shall be attached as an addendum to the charter school application described in this paragraph.

8. For the establishment of a virtual charter school, documents that the applicant has contracted with a provider of virtual instruction services pursuant to s. 1002.45(1)(c).

9. Describes the mathematics curriculum and differentiated strategies that will be used for students performing at grade level or higher and a separate mathematics curriculum and strategies for students who are performing below grade level.

(b) A sponsor shall receive and review all applications for a charter school using the evaluation instrument developed by the Department of Education. A sponsor shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. A sponsor may not charge an applicant for a charter any fee for the processing or consideration of an application, and a sponsor may not base its consideration or approval of a final application upon the promise of future payment of any kind. Before approving or denying any application, the sponsor shall allow the applicant, upon receipt of written notification, at least 7 calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to, corrections of grammatical, typographical, and like errors or missing signatures, if such errors are identified by the sponsor as cause to deny the final application.

1. In order to ensure fiscal responsibility, an application for a charter school shall include a full accounting of expected assets; a projection of expected sources and amounts of income, including income derived from projected student enrollments and from community support; and an expense projection that includes full accounting of the costs of operation, including start-up costs.

2.a. A sponsor shall by a majority vote approve or deny an application no later than 90 calendar days after the application is received, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date, at which time the sponsor shall by a majority vote approve or deny the application. If the sponsor fails to act on the application, an applicant may appeal to the State Board of Education as provided in paragraph (c). If an application is denied, the sponsor shall, within 10 calendar days after such denial, articulate in writing the specific reasons, based upon good cause, supporting its denial of the application and shall provide the letter of denial and supporting documentation to the applicant and to the Department of Education.

b. An application submitted by a high-performing charter school identified pursuant to s. 1002.331 or a high-performing charter school system identified pursuant to s. 1002.332 may be denied by the sponsor only if the sponsor demonstrates by clear and convincing evidence that:

(I) The application of a high-performing charter school does not materially comply with the requirements in paragraph (a) or, for a high-performing charter school system, the application does not materially comply with s. 1002.332(2)(b);

(II) The charter school proposed in the application does not materially comply with the requirements in paragraphs (9)(a)-(f);

(III) The proposed charter school's educational program does not substantially replicate that of the applicant or one of the applicant's high-performing charter schools;

(IV) The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process; or

(V) The proposed charter school's educational program and financial management practices do not materially comply with the requirements of this section.

Material noncompliance is a failure to follow requirements or a violation of prohibitions applicable to charter school applications, which failure is quantitatively or qualitatively significant either individually or when aggregated with other noncompliance. An applicant is considered to be replicating a high-performing charter school if the proposed school is substantially similar to at least one of the applicant's high-performing charter schools and



the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of replicated schools.

c. If the sponsor denies an application submitted by a high-performing charter school or a high-performing charter school system, the sponsor must, within 10 calendar days after such denial, state in writing the specific reasons, based upon the criteria in sub-subparagraph b., supporting its denial of the application and must provide the letter of denial and supporting documentation to the applicant and to the Department of Education. The applicant may appeal the sponsor's denial of the application in accordance with paragraph (c).

3. For budget projection purposes, the sponsor shall report to the Department of Education the approval or denial of an application within 10 calendar days after such approval or denial. In the event of approval, the report to the Department of Education shall include the final projected FTE for the approved charter school.

4. A charter school may defer the opening of the school's operations for up to 3 years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school.

(c)1. An applicant may appeal any denial of that applicant's application or failure to act on an application to the State Board of Education no later than 30 calendar days after receipt of the sponsor's decision or failure to act and shall notify the sponsor of its appeal. Any response of the sponsor shall be submitted to the State Board of Education within 30 calendar days after notification of the appeal. Upon receipt of notification from the State Board of Education that a charter school applicant is filing an appeal, the Commissioner of Education shall convene a meeting of the Charter School Appeal Commission to study and make recommendations to the State Board of Education regarding its pending decision about the appeal. The commission shall forward its recommendation to the state board at least 7 calendar days before the date on which the appeal is to be heard.

2. The Charter School Appeal Commission may reject an appeal submission for failure to comply with procedural rules governing the appeals process. The rejection shall describe the submission errors. The appellant shall have 15 calendar days after notice of rejection in which to resubmit an appeal that meets the requirements set forth in State Board of Education rule. An appeal submitted subsequent to such rejection is considered timely if the original appeal was filed within 30 calendar days after receipt of notice of the specific reasons for the sponsor's denial of the charter application.

3.a. The State Board of Education shall by majority vote accept or reject the decision of the sponsor no later than 90 calendar days after an appeal is filed in accordance with State Board of Education rule. The State Board of Education shall remand the application to the sponsor with its written decision that the sponsor approve or deny the application. The sponsor shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act, chapter 120.

b. If an appeal concerns an application submitted by a high-performing charter school identified pursuant to s. 1002.331 or a high-performing charter school system identified pursuant to s. 1002.332, the State Board of Education shall determine whether the sponsor's denial was in accordance with sub-subparagraph (b)2.b.

(d)1. The sponsor shall act upon the decision of the State Board of Education within 30 calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

2. A school district that fails to implement the decision affirmed by a district court of appeal shall reduce the administrative fees withheld pursuant to subsection (20) to 1 percent for all charter schools operating in the school district. Such school districts shall file a monthly report detailing the reduction in the amount of administrative fees withheld. Upon execution of the charter, the sponsor may resume withholding the full amount of administrative fees but may not recover any fees that would have otherwise accrued during the period of noncompliance. Any charter school that had administrative fees withheld in violation of this paragraph may recover attorney fees and costs to enforce the requirements of this paragraph.

(e)1. A Charter School Appeal Commission is established to assist the commissioner and the State Board of Education with a fair and impartial review of appeals by applicants whose charter applications have been denied,



whose charter contracts have not been renewed, or whose charter contracts have been terminated by their sponsors.

2. The Charter School Appeal Commission may receive copies of the appeal documents forwarded to the State Board of Education, review the documents, gather other applicable information regarding the appeal, and make a written recommendation to the commissioner. The recommendation must state whether the appeal should be upheld or denied and include the reasons for the recommendation being offered. The commissioner shall forward the recommendation to the State Board of Education no later than 7 calendar days prior to the date on which the appeal is to be heard. The state board must consider the commission's recommendation in making its decision, but is not bound by the recommendation. The decision of the Charter School Appeal Commission is not subject to the provisions of the Administrative Procedure Act, chapter 120.

3. The commissioner shall appoint a number of members to the Charter School Appeal Commission sufficient to ensure that no potential conflict of interest exists for any commission appeal decision. Members shall serve without compensation but may be reimbursed for travel and per diem expenses in conjunction with their service. Of the members hearing the appeal, one-half must represent currently operating charter schools and one-half must represent sponsors. The commissioner or a named designee shall chair the Charter School Appeal Commission.

4. The chair shall convene meetings of the commission and shall ensure that the written recommendations are completed and forwarded in a timely manner. In cases where the commission cannot reach a decision, the chair shall make the written recommendation with justification, noting that the decision was rendered by the chair.

5. Commission members shall thoroughly review the materials presented to them from the appellant and the sponsor. The commission may request information to clarify the documentation presented to it. In the course of its review, the commission may facilitate the postponement of an appeal in those cases where additional time and communication may negate the need for a formal appeal and both parties agree, in writing, to postpone the appeal to the State Board of Education. A new date certain for the appeal shall then be set based upon the rules and procedures of the State Board of Education. Commission members shall provide a written recommendation to the state board as to whether the appeal should be upheld or denied. A fact-based justification for the recommendation must be included. The chair must ensure that the written recommendation is submitted to the State Board of Education members no later than 7 calendar days prior to the date on which the appeal is to be heard. Both parties in the case shall also be provided a copy of the recommendation.

(f)1. The Department of Education shall provide or arrange for training and technical assistance to charter schools in developing and adjusting business plans and accounting for costs and income. Training and technical assistance shall also address, at a minimum, state and federal grant and student performance accountability reporting requirements and provide assistance in identifying and applying for the types and amounts of state and federal financial assistance the charter school may be eligible to receive. The department may provide other technical assistance to an applicant upon written request.

2. A charter school applicant must participate in the training provided by the Department of Education after approval of an application but at least 30 calendar days before the first day of classes at the charter school. However, a sponsor may require the charter school applicant to attend training provided by the sponsor in lieu of the department's training if the sponsor's training standards meet or exceed the standards developed by the department. In such case, the sponsor may not require the charter school applicant to attend the training within 30 calendar days before the first day of classes at the charter school. The training must include instruction in accurate financial planning and good business practices. If the applicant is a management company or a nonprofit organization, the charter school principal and the chief financial officer or his or her equivalent must also participate in the training. A sponsor may not require a high-performing charter school or high-performing charter school system applicant to participate in the training described in this subparagraph more than once.

(g) In considering charter applications for a lab school, a state university shall consult with the district school board of the county in which the lab school is located. The decision of a state university may be appealed pursuant to the procedure established in this subsection.

(7) CHARTER.—The terms and conditions for the operation of a charter school, including a virtual charter school, shall be set forth by the sponsor and the applicant in a written contractual agreement, called a charter. The



sponsor and the governing board of the charter school or virtual charter school shall use the standard charter contract or standard virtual charter contract, respectively, pursuant to subsection (21), which shall incorporate the approved application and any addenda approved with the application. Any term or condition of a proposed charter contract or proposed virtual charter contract that differs from the standard charter or virtual charter contract adopted by rule of the State Board of Education shall be presumed a limitation on charter school flexibility. The sponsor may not impose unreasonable rules or regulations that violate the intent of giving charter schools greater flexibility to meet educational goals. The charter shall be signed by the governing board of the charter school and the sponsor, following a public hearing to ensure community input.

(a) The charter shall address and criteria for approval of the charter shall be based on:

1. The school's mission, the types of students to be served, and, for a virtual charter school, the types of students the school intends to serve who reside outside of the sponsoring school district, and the ages and grades to be included.

2. The focus of the curriculum, the instructional methods to be used, any distinctive instructional techniques to be employed, and identification and acquisition of appropriate technologies needed to improve educational and administrative performance which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.

a. The charter shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading must be consistent with the state's academic standards and grounded in scientifically based reading research. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Such strategies may include visual information and strategies that improve background and experiential knowledge, add context, and increase oral language and vocabulary to support comprehension, but may not be used to teach word reading.

b. The charter shall ensure that mathematics is a focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are performing below grade level.

c. In order to provide students with access to diverse instructional delivery models, to facilitate the integration of technology within traditional classroom instruction, and to provide students with the skills they need to compete in the 21st century economy, the Legislature encourages instructional methods for blended learning courses consisting of both traditional classroom and online instructional techniques. Charter schools may implement blended learning courses which combine traditional classroom instruction and virtual instruction. Students in a blended learning course must be full-time students of the charter school pursuant to s. 1011.61(1)(a)1. Instructional personnel certified pursuant to s. 1012.55 who provide virtual instruction for blended learning courses may be employees of the charter school or may be under contract to provide instructional services to charter school students. At a minimum, such instructional personnel must hold an active state or school district adjunct certification under s. 1012.57 for the subject area of the blended learning course. The funding and performance accountability requirements for blended learning courses are the same as those for traditional courses.

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

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

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

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



A district school board is required to provide academic student performance data to charter schools for each of their students coming from the district school system, as well as rates of academic progress of comparable student populations in the district school system.

4. The methods used to identify the educational strengths and needs of students and how well educational goals and performance standards are met by students attending the charter school. The methods shall provide a means for the charter school to ensure accountability to its constituents by analyzing student performance data and by evaluating the effectiveness and efficiency of its major educational programs. Students in charter schools shall, at a minimum, participate in the statewide assessment program created under s. 1008.22.

5. In secondary charter schools, a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282.

6. A method for resolving conflicts between the governing board of the charter school and the sponsor.

7. The admissions procedures and dismissal procedures, including the school's code of student conduct. Admission or dismissal must not be based on a student's academic performance, except as authorized under subparagraph (10)(e)5.

8. The ways by which the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools or school districts.

9. The financial and administrative management of the school, including a reasonable demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform such professional services and the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that financial resources are properly managed must be included. Both public sector and private sector professional experience shall be equally valid in such a consideration.

10. The asset and liability projections required in the application which are incorporated into the charter and shall be compared with information provided in the annual report of the charter school.

11. A description of procedures that identify various risks and provide for a comprehensive approach to reduce the impact of losses; plans to ensure the safety and security of students and staff; plans to identify, minimize, and protect others from violent or disruptive student behavior; and the manner in which the school will be insured, including whether or not the school will be required to have liability insurance, and, if so, the terms and conditions thereof and the amounts of coverage.

12. The term of the charter which shall provide for cancellation of the charter if insufficient progress has been made in attaining the student achievement objectives of the charter and if it is not likely that such objectives can be achieved before expiration of the charter. The initial term of a charter shall be for 5 years, excluding 2 planning years. In order to facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a municipality or other public entity as provided by law are eligible for up to a 15-year charter, subject to approval by the sponsor. A charter lab school is eligible for a charter for a term of up to 15 years. In addition, to facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a private, not-for-profit, s. 501(c)(3) status corporation are eligible for up to a 15-year charter, subject to approval by the sponsor. Such long-term charters remain subject to annual review and may be terminated during the term of the charter, but only according to the provisions set forth in subsection (8).

13. The facilities to be used and their location. The sponsor may not require a charter school to have a certificate of occupancy or a temporary certificate of occupancy for such a facility earlier than 15 calendar days before the first day of school.

14. The qualifications to be required of the teachers and the potential strategies used to recruit, hire, train, and retain qualified staff to achieve best value.

15. The governance structure of the school, including the status of the charter school as a public or private employer as required in paragraph (12)(i).

16. A timetable for implementing the charter which addresses the implementation of each element thereof and the date by which the charter shall be awarded in order to meet this timetable.



17. In the case of an existing public school that is being converted to charter status, alternative arrangements for current students who choose not to attend the charter school and for current teachers who choose not to teach in the charter school after conversion in accordance with the existing collective bargaining agreement or district school board rule in the absence of a collective bargaining agreement. However, alternative arrangements shall not be required for current teachers who choose not to teach in a charter lab school, except as authorized by the employment policies of the state university which grants the charter to the lab school.

18. Full disclosure of the identity of all relatives employed by the charter school who are related to the charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority. For the purpose of this subparagraph, the term "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, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

19. Implementation of the activities authorized under s. 1002.331 by the charter school when it satisfies the eligibility requirements for a high-performing charter school. A high-performing charter school shall notify its sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following school year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

(b) The sponsor has 30 days after approval of the application to provide an initial proposed charter contract to the charter school. The applicant and the sponsor have 40 days thereafter to negotiate and notice the charter contract for final approval by the sponsor unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least 7 calendar days before the date of the meeting at which the charter is scheduled to be voted upon by the sponsor. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except a dispute regarding a charter school application denial. If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may also be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or any other matter regarding this section, except a dispute regarding charter school application denial, a charter termination, or a charter nonrenewal. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals, to be paid by the party against whom the administrative law judge rules.

(c)1. A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) have been expressly found. The charter of a charter school that meets these requirements and has received a school grade lower than a "B" pursuant to s. 1008.34 in the most recently graded school year must be renewed for no less than a 5-year term except as provided in paragraph (9)(n). In order to facilitate long-term financing for charter school construction, charter schools operating for a minimum of 3 years and demonstrating exemplary academic programming and fiscal management are eligible for a 15-year charter renewal. Such long-term charter is subject to annual review and may be terminated during the term of the charter.

2. The 15-year charter renewal that may be granted pursuant to subparagraph 1. must be granted to a charter school that has received a school grade of "A" or "B" pursuant to s. 1008.34 in the most recently graded school year and that is not in a state of financial emergency or deficit position as defined by this section. Such long-term



charter is subject to annual review and may be terminated during the term of the charter pursuant to subsection (8).

(d) A charter may be modified during its term upon the recommendation of the sponsor or the charter school's governing board and the approval of both parties to the agreement. Changes to curriculum which are consistent with state standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with state standards. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the sponsor as a consolidation. A request for consolidation of multiple charters must be approved or denied within 60 days after the submission of the request. If the request is denied, the sponsor shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within 10 days.

(e) A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and sponsor of the public meeting in writing before the public meeting. The governing board must notify the sponsor, parents of enrolled students, and the department in writing within 24 hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to paragraphs (8)(d)-(f) and (9)(o).

(f) A charter may include a provision requiring the charter school to be held responsible for all costs associated with, but not limited to, mediation, damages, and attorney fees incurred by the district in connection with complaints to the Office of Civil Rights or the Equal Employment Opportunity Commission.

**(8) CAUSES FOR NONRENEWAL OR TERMINATION OF CHARTER.—**

(a) The sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate the charter. The sponsor may choose not to renew or may terminate the charter only if the sponsor expressly finds that one of the grounds set forth below exists by clear and convincing evidence:

1. Failure to participate in the state's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
2. Failure to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to s. 1002.345.
3. Material violation of law.

(b) Before a vote on any proposed action to renew; terminate, other than an immediate termination under paragraph (c); or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least 90 days before the end of the school year. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the school's governing board may, within 14 calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings. The hearing shall be conducted within 90 days after receipt of the request for a hearing and in accordance with chapter 120. The administrative law judge's final order shall be submitted to the sponsor. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals. The charter school's governing board may, within 30 calendar days after receiving the final order, appeal the decision pursuant to s. 120.68.

(c) A charter may be terminated immediately if the sponsor sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists; that the immediate and serious danger is likely to continue; and that an immediate termination of the charter is necessary. The sponsor's determination is subject to the procedures set forth in paragraph (b), except that the hearing may take place after the charter has been terminated. The sponsor shall



program grant funds, and such items must be transferred to the charter school's new location. The audit report must be submitted to the Department of Education within 60 days after completion.

(b) A charter school may not transfer an enrolled student to another charter school having a separate Master School Identification Number without first obtaining the written approval of the student's parent.

(23) ANALYSIS OF CHARTER SCHOOL PERFORMANCE.—Upon receipt of the annual report required by paragraph (9)(k), the Department of Education shall provide to the State Board of Education, the Commissioner of Education, the Governor, the President of the Senate, and the Speaker of the House of Representatives an analysis and comparison of the overall performance of charter school students, to include all students whose scores are counted as part of the statewide assessment program, versus comparable public school students in the district as determined by the statewide assessment program currently administered in the school district, and other assessments administered pursuant to s. 1008.22(3).

(24) RESTRICTION ON EMPLOYMENT OF RELATIVES.—

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

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

2. "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, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter 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.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Charter school personnel in schools operated by a municipality or other public entity are subject to s. 112.3135.

(25) LOCAL EDUCATIONAL AGENCY STATUS FOR CERTAIN CHARTER SCHOOL SYSTEMS.—

(a) A charter school system's governing board shall be designated a local educational agency for the purpose of receiving federal funds, the same as though the charter school system were a school district, if the governing board of the charter school system has adopted and filed a resolution with its sponsor and the Department of Education in which the governing board of the charter school system accepts the full responsibility for all local education agency requirements and the charter school system meets all of the following:

1. Has all schools located in the same county;
2. Has a total enrollment exceeding the total enrollment of at least one school district in this state; and
3. Has the same governing board.

(b) A charter school system's governing board may be designated a local educational agency for the purpose of receiving federal funds for all schools within a school district that are established pursuant to s. 1008.33 and are under the jurisdiction of the governing board. The governing board must adopt and file a resolution with its sponsoring district school board and the Department of Education and accept full responsibility for all local educational agency requirements.



4. A sponsor may not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this paragraph. A sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

5. A sponsor shall provide to the department by September 15 of each year the total amount of funding withheld from charter schools pursuant to this subsection for the prior fiscal year. The department must include the information in the report required under sub-sub-subparagraph (5)(b)1.k.(III).

6. A sponsor shall annually provide a report to its charter schools on what services are being rendered from the sponsor's portion of the administrative fee. The report must include the listed services and be submitted to the department by September 15 of each year.

(b) If goods and services are made available to the charter school through the contract with the sponsor, they shall be provided to the charter school at a rate no greater than the sponsor's actual cost unless mutually agreed upon by the charter school and the sponsor in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals, to be paid by the party against whom the administrative law judge rules. To maximize the use of state funds, sponsors shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

(c) Transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E. of chapter 1006 and s. 1012.45. The governing body of the charter school may provide transportation through an agreement or contract with the sponsor, a private provider, or parents. The charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

(d) Each charter school shall annually complete and submit a survey, provided in a format specified by the Department of Education, to rate the timeliness and quality of services provided by the sponsor in accordance with this section. The department shall compile the results, by sponsor, and include the results in the report required under sub-sub-subparagraph (5)(b)1.k.(III).

#### (21) PUBLIC INFORMATION ON CHARTER SCHOOLS.—

(a) The Department of Education shall provide information to the public, directly and through sponsors, on how to form and operate a charter school and how to enroll in a charter school once it is created. This information shall include the standard application form, standard charter and virtual charter contracts, standard evaluation instrument, and standard charter and virtual charter renewal contracts, which shall include the information specified in subsection (7) and shall be developed by consulting and negotiating with both sponsors and charter schools before implementation. The charter and virtual charter contracts and charter renewal and virtual charter renewal contracts shall be used by charter school sponsors.

(b)1. The Department of Education shall report to each charter school receiving a school grade pursuant to s. 1008.34 or a school improvement rating pursuant to s. 1008.341 the school's student assessment data.

2. The charter school shall report the information in subparagraph 1. to each parent of a student at the charter school, the parent of a child on a waiting list for the charter school, the sponsor, and the governing board of the charter school. This paragraph does not abrogate the provisions of s. 1002.22, relating to student records, or the requirements of 20 U.S.C. s. 1232g, the Family Educational Rights and Privacy Act.

#### (22) FACILITIES SHARED BY CHARTER SCHOOLS.—

(a) If a charter school moves out of a facility that is shared with another charter school having a separate Master School Identification Number, the charter school must provide for an audit of all equipment, educational materials and supplies, curriculum materials, and other items purchased or developed with federal charter school



credit toward any impact fees or exactions imposed for public educational facilities to the extent that the entity has not received a credit for such contribution pursuant to s. 163.3180(6)(h)2.

(g) Each school district shall annually provide to the Department of Education as part of its 5-year work plan the number of existing vacant classrooms in each school that the district does not intend to use or does not project will be needed for educational purposes for the following school year. The department may recommend that a district make such space available to an appropriate charter school.

(19) CAPITAL OUTLAY FUNDING.—Charter schools sponsored by a school district are eligible for capital outlay funds pursuant to ss. 1011.71(2) and 1013.62. Capital outlay funds authorized in ss. 1011.71(2) and 1013.62 which have been shared with a charter school-in-the-workplace prior to July 1, 2010, are deemed to have met the authorized expenditure requirements for such funds.

(20) SERVICES.—

(a)1. A sponsor shall provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services; exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the sponsor at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program, and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the sponsor or the school district; test administration services, including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the district in which the charter school is located or by schools in the sponsor's portfolio of charter schools if the sponsor is not a school district. Student performance data for each student in a charter school, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the sponsor to a charter school in the same manner provided to other public schools in the district or by schools in the sponsor's portfolio of charter schools if the sponsor is not a school district.

2. A sponsor shall provide training to charter schools on systems the sponsor will require the charter school to use.

3. A sponsor may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in paragraph (17)(b) calculated based on weighted full-time equivalent students. If the charter school serves 75 percent or more exceptional education students as defined in s. 1003.01(9), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

a. Up to 5 percent for:

(I) Enrollment of up to and including 250 students in a charter school as defined in this section.

(II) Enrollment of up to and including 500 students within a charter school system which meets all of the following:

(A) Includes conversion charter schools and nonconversion charter schools.

(B) Has all of its schools located in the same county.

(C) Has a total enrollment exceeding the total enrollment of at least one school district in this state.

(D) Has the same governing board for all of its schools.

(E) Does not contract with a for-profit service provider for management of school operations.

(III) Enrollment of up to and including 250 students in a virtual charter school.

b. Up to 2 percent for enrollment of up to and including 250 students in a high-performing charter school as defined in s. 1002.331.

c. Up to 2 percent for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to s. 1008.3415(3).



schools. A charter school may not be subject to any land use regulation requiring a change to a local government comprehensive plan or requiring a development order or development permit, as those terms are defined in s. 163.3164, that would not be required for a public school in the same location. The agency having jurisdiction for inspection of a facility and issuance of a certificate of occupancy or use shall be the local municipality or, if in an unincorporated area, the county governing authority. If an official or employee of the local governing authority refuses to comply with this paragraph, the aggrieved school or entity has an immediate right to bring an action in circuit court to enforce its rights by injunction. An aggrieved party that receives injunctive relief may be awarded attorney fees and court costs.

(b) A charter school shall use facilities that comply with the Florida Fire Prevention Code, pursuant to s. 633.208, as adopted by the authority in whose jurisdiction the facility is located as provided in paragraph (a).

(c) Any facility, or portion thereof, used to house a charter school whose charter has been approved by the sponsor and the governing board, pursuant to subsection (7), is exempt from ad valorem taxes pursuant to s. 196.1983. Any library, community service, museum, performing arts, theater, cinema, or church facility; any facility or land owned by a Florida College System institution or university; any similar public institutional facilities; and any facility recently used to house a school or child care facility licensed under s. 402.305 may provide space to charter schools within their facilities under their preexisting zoning and land use designations without obtaining a special exception, rezoning, or a land use change.

(d) Charter school facilities are exempt from assessments of fees for building permits, except as provided in s. 553.80; fees for building and occupational licenses; impact fees or exactions; service availability fees; and assessments for special benefits.

(e) If a district school board facility or property is available because it is surplus, marked for disposal, or otherwise unused, it shall be provided for a charter school's use on the same basis as it is made available to other public schools in the district. A charter school receiving property from the sponsor may not sell or dispose of such property without written permission of the sponsor. Similarly, for an existing public school converting to charter status, no rental or leasing fee for the existing facility or for the property normally inventoried to the conversion school may be charged by the district school board to the parents and teachers organizing the charter school. The charter school shall agree to reasonable maintenance provisions in order to maintain the facility in a manner similar to district school board standards. The Public Education Capital Outlay maintenance funds or any other maintenance funds generated by the facility operated as a conversion school shall remain with the conversion school.

(f) To the extent that charter school facilities are specifically created to mitigate the educational impact created by the development of new residential dwelling units, pursuant to subparagraph (2)(c)4., a proportionate share of costs per student station of educational impact fees required to be paid in connection with the new residential dwelling units must be designated for the construction of the charter school facilities that will mitigate the student station impact, including charter school facilities described in subparagraph (10)(e)7. Such facilities shall be built to the State Requirements for Educational Facilities and shall be owned by a public or nonprofit entity. The local school district retains the right to monitor and inspect such facilities to ensure compliance with the State Requirements for Educational Facilities. If a facility ceases to be used for public educational purposes, either the facility shall revert to the school district subject to any debt owed on the facility, or the owner of the facility shall have the option to refund all educational impact fees utilized for the facility to the school district. The district and the owner of the facility may contractually agree to another arrangement for the facilities if the facilities cease to be used for educational purposes. The owner of property planned or approved for new residential dwelling units and the entity levying educational impact fees shall enter into an agreement that designates the educational impact fees that will be allocated for the charter school student stations and that ensures the timely construction of the charter school student stations concurrent with the expected occupancy of the residential units. The application for use of educational impact fees shall include an approved charter school application. To assist the school district in forecasting student station needs, the entity levying the impact fees shall notify the affected district of any agreements it has approved for the purpose of mitigating student station impact from the new residential dwelling units. Any entity contributing toward the construction of such facilities shall receive a



(d) Charter schools shall be included by the Department of Education and the district school board in requests for federal stimulus funds in the same manner as district school board-operated public schools, including Title I and IDEA funds and shall be entitled to receive such funds. Charter schools are eligible to participate in federal competitive grants that are available as part of the federal stimulus funds.

(e) Sponsors shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special state and federal funding for which they may be eligible, including the timely review and reimbursement of federal grant funds. Payments of funds under paragraph (b) shall be made monthly or twice a month, beginning with the start of the sponsor's fiscal year. Each payment shall be one-twelfth, or one twenty-fourth, as applicable, of the total state and local funds described in paragraph (b) and adjusted as set forth therein. For the first 2 years of a charter school's operation, if a minimum of 75 percent of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall distribute funds to the school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than 75 percent of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payments shall be issued no later than 10 working days after the sponsor receives a distribution of state or federal funds or the date the payment is due pursuant to this subsection. With respect to federal grant funds submitted for reimbursement, the sponsor shall have 60 calendar days from the date of the submission to reimburse the charter school if the submission provides all the necessary information to qualify for reimbursement. If a warrant for payment is not issued within 10 working days after receipt of funding by the sponsor or within 60 calendar days after an approved submittal for reimbursement of federal grant funds, the sponsor shall pay to the charter school, in addition to the amount of the scheduled disbursement, interest at a rate of 1 percent per month calculated on a daily basis on the unpaid balance from the expiration of the 10 working days or 60 calendar days for the reimbursement of federal grant funds, until such time as the warrant is issued. The district school board may not delay payment to a charter school of any portion of the funds provided in paragraph (b) based on the timing of receipt of local funds by the district school board.

(f) Funding for a virtual charter school shall be as provided in s. 1002.45(6).

(g) To be eligible for public education capital outlay (PECO) funds, a charter school must be located in the State of Florida.

(h) A charter school that implements a schoolwide standard student attire policy pursuant to s. 1011.78 is eligible to receive incentive payments.

(18) FACILITIES.—

(a) A startup charter school shall utilize facilities which comply with the Florida Building Code pursuant to chapter 553 except for the State Requirements for Educational Facilities. Conversion charter schools shall utilize facilities that comply with the State Requirements for Educational Facilities provided that the school district and the charter school have entered into a mutual management plan for the reasonable maintenance of such facilities. The mutual management plan shall contain a provision by which the district school board agrees to maintain charter school facilities in the same manner as its other public schools within the district. Charter schools, with the exception of conversion charter schools, are not required to comply, but may choose to comply, with the State Requirements for Educational Facilities of the Florida Building Code adopted pursuant to s. 1013.37. The local governing authority shall not adopt or impose any local building requirements or site-development restrictions, such as parking and site-size criteria, student enrollment, and occupant load, that are addressed by and more stringent than those found in the State Requirements for Educational Facilities of the Florida Building Code. A local governing authority must treat charter schools equitably in comparison to similar requirements, restrictions, and site planning processes imposed upon public schools that are not charter schools, including such provisions that are established by interlocal agreement. An interlocal agreement entered into by a school district for the development of only its own schools, including provisions relating to the extension of infrastructure, may be used by charter



2.a. Funding for students enrolled in a charter school sponsored by a state university or Florida College System institution pursuant to paragraph (5)(a) shall be provided in the Florida Education Finance Program as defined in s. 1011.61(5) and as specified in the General Appropriations Act. The calculation to determine the amount of state funds includes the sum of the basic amount for current operations established in s. 1011.62(1)(s), the discretionary millage compression supplement established in s. 1011.62(5), and the state-funded discretionary contribution established in s. 1011.62(6). Charter schools whose students or programs meet the eligibility criteria in law are entitled to their proportionate share of categorical program funds included in the total funds available in the Florida Education Finance Program. The Florida College System institution or state university sponsoring the charter school shall be the fiscal agent for these funds, and all rules of the institution governing the budgeting and expenditure of state funds shall apply to these funds unless otherwise provided by law or rule of the State Board of Education.

(I) The nonvoted required local millage established pursuant to s. 1011.71(1) that would otherwise be required for the charter schools shall be allocated from state funds.

(II) An equivalent amount of funds for the operating discretionary millage authorized pursuant to s. 1011.71(1) shall be allocated to each charter school through a state-funded discretionary contribution established pursuant to s. 1011.62(6).

(III) The comparable wage factor as provided in s. 1011.62(2) shall be established as 1.000.

b. Total funding for each charter school shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the charter school during the full-time equivalent student survey periods designated by the Commissioner of Education.

c. The Department of Education shall develop a tool that each state university or Florida College System institution sponsoring a charter school shall use for purposes of calculating the funding amount for each eligible charter school student. The total amount obtained from the calculation must be appropriated from state funds in the General Appropriations Act to the charter school.

d. Capital outlay funding for a charter school sponsored by a state university or Florida College System institution pursuant to paragraph (5)(a) is determined as follows: multiply the maximum allowable nonvoted discretionary millage under s. 1011.71(2) by 96 percent of the current year's taxable value for school purposes for the district in which the charter school is located; divide the result by the total full-time equivalent student membership; and multiply the result by the full-time equivalent student membership of the charter school. The amount obtained shall be the discretionary capital improvement funds and shall be appropriated from state funds in the General Appropriations Act.

(c) Pursuant to 20 U.S.C. 8061 s. 10306, all charter schools shall receive all federal funding for which the school is otherwise eligible, including Title I funding, not later than 5 months after the charter school first opens and within 5 months after any subsequent expansion of enrollment. Unless otherwise mutually agreed to by the charter school and its sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the school district. Such federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the sponsor at least 30 days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditures made by the charter school must comply with all applicable state rules and federal regulations, including, but not limited to, the applicable federal Office of Management and Budget Circulars; the federal Education Department General Administrative Regulations; and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the sponsor for approval of the use of the funds in accordance with applicable federal requirements. The sponsor has 30 days to review and approve any plan submitted pursuant to this paragraph.



7. Section 1012.34, relating to the substantive requirements for performance evaluations for instructional personnel and school administrators.

8. Section 1006.12, relating to safe-school officers.

9. Section 1006.07(7), relating to threat management teams.

10. Section 1006.07(9), relating to School Environmental Safety Incident Reporting.

11. Section 1006.07(10), relating to reporting of involuntary examinations.

12. Section 1006.1493, relating to the Florida Safe Schools Assessment Tool.

13. Section 1006.07(6)(d), relating to adopting an active assailant response plan.

14. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool.

15. Section 1012.584, relating to youth mental health awareness and assistance training.

16. Section 1001.42(4)(f)2., relating to middle school and high school start times. A charter school-in-the-workplace is exempt from this requirement.

(c) For purposes of subparagraphs (b)4.-7.:

1. The duties assigned to a district school superintendent apply to charter school administrative personnel, as defined in s. 1012.01(3)(a) and (b), and the charter school governing board shall designate at least one administrative person to be responsible for such duties.

2. The duties assigned to a district school board apply to a charter school governing board.

3. A charter school may hire instructional personnel and other employees on an at-will basis.

4. Notwithstanding any provision to the contrary, instructional personnel and other employees on contract may be suspended or dismissed any time during the term of the contract without cause.

(17) FUNDING.—Students enrolled in a charter school, regardless of the sponsorship, shall be funded based upon the applicable program pursuant to s. 1011.62(1)(c), the same as students enrolled in other public schools in a school district. Funding for a charter lab school shall be as provided in s. 1002.32.

(a) Each charter school shall report its full-time equivalent student membership to the sponsor as required in s. 1011.62(1)(a) and in accordance with the definitions in s. 1011.61. The sponsor shall include each charter school's full-time equivalent student membership in the sponsor's full-time equivalent student membership report to the Department of Education. All charter schools submitting full-time equivalent student membership information required by the department shall comply with the department's guidelines for electronic data formats for such data, and all sponsors shall accept electronic data that complies with the department's electronic format.

(b)1. Funding<sup>1</sup> for students enrolled in a charter school sponsored by a school district shall be the sum of the school district's operating funds from the Florida Education Finance Program as defined in s. 1011.61(5) and the General Appropriations Act, including gross state and local funds, and funds from the school district's current operating discretionary millage levy; divided by total funded weighted full-time equivalent students in the school district; and multiplied by the weighted full-time equivalent students for the charter school. Charter schools whose students or programs meet the eligibility criteria in law are entitled to their proportionate share of categorical program funds included in the total funds available in the Florida Education Finance Program by the Legislature, including the student transportation allocation and the educational enrichment allocation. Total funding for each charter school shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the charter school during the full-time equivalent student survey periods designated by the Commissioner of Education. For charter schools operated by a not-for-profit or municipal entity, any unrestricted current and capital assets identified in the charter school's annual financial audit may be used for other charter schools operated by the not-for-profit or municipal entity within the school district. For charter schools operated by a not-for-profit entity, any unrestricted current or capital assets identified in the charter school's annual audit may be used for other charter schools operated by the not-for-profit entity which are located outside of the originating charter school's school district, but within the state, through an unforgivable loan that must be repaid within 5 years to the originating charter school by the receiving charter school. Unrestricted current assets shall be used in accordance with s. 1011.62, and any unrestricted capital assets shall be used in accordance with s. 1013.62(2).



(14) CHARTER SCHOOL FINANCIAL ARRANGEMENTS; INDEMNIFICATION OF THE STATE AND SPONSOR; CREDIT OR TAXING POWER NOT TO BE PLEDGED.—Any arrangement entered into to borrow or otherwise secure funds for a charter school authorized in this section from a source other than the state or a sponsor shall indemnify the state and the sponsor from any and all liability, including, but not limited to, financial responsibility for the payment of the principal or interest. Any loans, bonds, or other financial agreements are not obligations of the state or the sponsor but are obligations of the charter school authority and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or the sponsor shall not be pledged and no debts shall be payable out of any moneys except those of the legal entity in possession of a valid charter approved by a sponsor pursuant to this section.

(15) CHARTER SCHOOLS-IN-THE-WORKPLACE; CHARTER SCHOOLS-IN-A-MUNICIPALITY.—

(a) In order to increase business partnerships in education, to reduce school and classroom overcrowding throughout the state, and to offset the high costs for educational facilities construction, the Legislature intends to encourage the formation of business partnership schools or satellite learning centers and municipal-operated schools through charter school status.

(b) A charter school-in-the-workplace may be established when a business partner provides the school facility to be used; enrolls students based upon a random lottery that involves all of the children of employees of that business or corporation who are seeking enrollment, as provided for in subsection (10); and enrolls students according to the racial/ethnic balance provisions described in subparagraph (7)(a)8. Any portion of a facility used for a public charter school shall be exempt from ad valorem taxes, as provided for in s. 1013.54, for the duration of its use as a public school.

(c) A charter school-in-a-municipality designation may be granted to a municipality that possesses a charter; enrolls students based upon a random lottery that involves all of the children of the residents of that municipality who are seeking enrollment, as provided for in subsection (10); and enrolls students according to the racial/ethnic balance provisions described in subparagraph (7)(a)8. When a municipality has submitted charter applications for the establishment of a charter school feeder pattern, consisting of elementary, middle, and senior high schools, and each individual charter application is approved by the sponsor, such schools shall then be designated as one charter school for all purposes listed pursuant to this section. Any portion of the land and facility used for a public charter school shall be exempt from ad valorem taxes, as provided for in s. 1013.54, for the duration of its use as a public school.

(d) As used in this subsection, the terms “business partner” or “municipality” may include more than one business or municipality to form a charter school-in-the-workplace or charter school-in-a-municipality.

(16) EXEMPTION FROM STATUTES.—

(a) A charter school shall operate in accordance with its charter and shall be exempt from all statutes in chapters 1000-1013. However, a charter school shall be in compliance with the following statutes in chapters 1000-1013:

1. Those statutes specifically applying to charter schools, including this section.
2. Those statutes pertaining to the student assessment program and school grading system.
3. Those statutes pertaining to the provision of services to students with disabilities.
4. Those statutes pertaining to civil rights, including s. 1000.05, relating to discrimination.
5. Those statutes pertaining to student health, safety, and welfare.

(b) Additionally, a charter school shall be in compliance with the following statutes:

1. Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties.
2. Chapter 119, relating to public records.
3. Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level.
4. Section 1012.22(1)(c), relating to compensation and salary schedules.
5. Section 1012.33(5), relating to workforce reductions.
6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011.



of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety. The qualifications of teachers shall be disclosed to parents.

(g)1. A charter school shall employ or contract with employees who have undergone background screening as provided in s. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in s. 1012.32. An individual may not be employed as an employee or contract personnel of a charter school or serve as a member of a charter school governing board if the individual is on the disqualification list maintained by the department pursuant to s. 1001.10(4)(b).

2. A charter school shall prohibit educational support employees, instructional personnel, and school administrators, as defined in s. 1012.01, from employment in any position that requires direct contact with students if the employees, personnel, or administrators are ineligible for such employment under s. 1012.315 or have been terminated or have resigned in lieu of termination for sexual misconduct with a student. If the prohibited conduct occurs while employed, a charter school must report the individual and the disqualifying circumstances to the department for inclusion on the disqualification list maintained pursuant to s. 1001.10(4)(b).

3. The governing board of a charter school shall adopt policies establishing standards of ethical conduct for educational support employees, instructional personnel, and school administrators. The policies must require all educational support employees, instructional personnel, and school administrators, as defined in s. 1012.01, to complete training on the standards; establish the duty of educational support employees, instructional personnel, and school administrators to report, and procedures for reporting, alleged misconduct that affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under ss. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed educational support employees, instructional personnel, or school administrators, or employees, personnel, or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide employees, personnel, or administrators with employment references or discuss the employees', personnel's, or administrators' performance with prospective employers in another educational setting, without disclosing the employees', personnel's, or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by educational support employees, instructional personnel, or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

4. Before employing an individual in any position that requires direct contact with students, a charter school shall conduct employment history checks of each individual through use of the educator screening tools described in s. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

5. The sponsor of a charter school that knowingly fails to comply with this paragraph shall terminate the charter under subsection (8).

(h) For the purposes of tort liability, the charter school, including its governing body and employees, shall be governed by s. 768.28. This paragraph does not include any for-profit entity contracted by the charter school or its governing body.

(i) A charter school shall organize as, or be operated by, a nonprofit organization. A charter school may be operated by a municipality or other public entity as provided for by law. As such, the charter school may be either a private or a public employer. As a public employer, a charter school may participate in the Florida Retirement System upon application and approval as a "covered group" under s. 121.021(34). If a charter school participates in the Florida Retirement System, the charter school employees shall be compulsory members of the Florida Retirement System. As either a private or a public employer, a charter school may contract for services with an individual or group of individuals who are organized as a partnership or a cooperative. Individuals or groups of individuals who contract their services to the charter school are not public employees.

(13) CHARTER SCHOOL COOPERATIVES.—Charter schools may enter into cooperative agreements to form charter school cooperative organizations that may provide services to further educational, operational, and administrative initiatives in which the participating charter schools share common interests.



lottery, the racial/ethnic balance provisions, or any federal provisions, as described in subparagraph 4. The remainder of the student stations must be filled in accordance with subparagraph 4.

8. Students whose parent or legal guardian is employed within a reasonable distance of the charter school, as described in paragraph (20)(c). The students who are eligible for enrollment are subject to a random lottery.

(f) Students with disabilities and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment in a charter school.

(g) A student may withdraw from a charter school at any time and enroll in another public school as determined by district school board rule.

(h) The capacity of the charter school shall be determined annually by the governing board, in conjunction with the sponsor, of the charter school in consideration of the factors identified in this subsection unless the charter school is designated as a high-performing charter school pursuant to s. 1002.331. A sponsor may not require a charter school to waive the provisions of s. 1002.331 or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2) as a condition of approval or renewal of a charter.

(i) The capacity of a high-performing charter school identified pursuant to s. 1002.331 shall be determined annually by the governing board of the charter school. The governing board shall notify the sponsor of any increase in enrollment by March 1 of the school year preceding the increase. A sponsor may not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

(11) PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR ACTIVITIES.—A charter school student is eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend, or may develop an agreement to participate at a private school, pursuant to s. 1006.15(3)(d).

(12) EMPLOYEES OF CHARTER SCHOOLS.—

(a) A charter school shall select its own employees. A charter school may contract with its sponsor for the services of personnel employed by the sponsor.

(b) Charter school employees shall have the option to bargain collectively. Employees may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the charter school.

(c) The employees of a conversion charter school shall remain public employees for all purposes, unless such employees choose not to do so.

(d) The teachers at a charter school may choose to be part of a professional group that subcontracts with the charter school to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the teachers would not be public employees.

(e) Employees of a school district may take leave to accept employment in a charter school upon the approval of the district school board. While employed by the charter school and on leave that is approved by the district school board, the employee may retain seniority accrued in that school district and may continue to be covered by the benefit programs of that school district, if the charter school and the district school board agree to this arrangement and its financing. School districts shall not require resignations of teachers desiring to teach in a charter school. This paragraph shall not prohibit a district school board from approving alternative leave arrangements consistent with chapter 1012.

(f) Teachers employed by or under contract to a charter school shall be certified as required by chapter 1012. A charter school governing board may employ or contract with skilled selected noncertified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in chapter 1012, and as provided by State Board of Education rule for charter school governing boards. A charter school may not knowingly employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. A charter school may not knowingly employ an individual who has resigned from a school district in lieu



attendance zone is appropriate in order to ensure that students residing closest to the charter school are provided with an enrollment preference.

(d) A charter school may give enrollment preference to the following student populations:

1. Students who are siblings of a student enrolled in the charter school.
2. Students who are the children of a member of the governing board of the charter school.
3. Students who are the children of an employee of the charter school.
4. Students who are the children of:
  - a. An employee of the business partner of a charter school-in-the-workplace established under paragraph (15)

(b) or a resident of the municipality in which such charter school is located; or

b. A resident or employee of a municipality that operates a charter school-in-a-municipality pursuant to paragraph (15)(c) or allows a charter school to use a school facility or portion of land provided by the municipality for the operation of the charter school.

5. Students who have successfully completed, during the previous year, a voluntary prekindergarten education program under ss. 1002.51-1002.79 provided by the charter school, the charter school's governing board, or a voluntary prekindergarten provider that has a written agreement with the governing board.

6. Students who are the children of an active duty member of any branch of the United States Armed Forces.

7. Students who attended or are assigned to failing schools pursuant to s. 1002.38(2).

8. Students who are the children of a safe-school officer, as defined in s. 1006.12, at the school.

9. Students who transfer from a classical school in this state to a charter classical school in this state. For purposes of this subparagraph, the term "classical school" means a traditional public school or charter school that implements a classical education model that emphasizes the development of students in the principles of moral character and civic virtue through a well-rounded education in the liberal arts and sciences which is based on the classical trivium stages of grammar, logic, and rhetoric.

(e) A charter school may limit the enrollment process only to target the following student populations:

1. Students within specific age groups or grade levels.
2. Students considered at risk of dropping out of school or academic failure. Such students shall include exceptional education students.

3. Students enrolling in a charter school-in-the-workplace or charter school-in-a-municipality established pursuant to subsection (15).

4. Students residing within a reasonable distance of the charter school, as described in paragraph (20)(c). Such students shall be subject to a random lottery and to the racial/ethnic balance provisions described in subparagraph (7)(a)8. or any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools.

5. Students who meet reasonable academic, artistic, or other eligibility standards established by the charter school and included in the charter school application and charter or, in the case of existing charter schools, standards that are consistent with the school's mission and purpose. Such standards shall be in accordance with current state law and practice in public schools and may not discriminate against otherwise qualified individuals. A school that limits enrollment for such purposes must place a student on a progress monitoring plan for at least one semester before dismissing such student from the school.

6. Students articulating from one charter school to another pursuant to an articulation agreement between the charter schools that has been approved by the sponsor.

7. Students living in a development, or students whose parent or legal guardian maintains a physical or permanent employment presence within the development, in which a developer, including any affiliated business entity or charitable foundation, contributes to the formation, acquisition, construction, or operation of one or more charter schools or charter school facilities and related property in an amount equal to or having a total appraised value of at least \$5 million to be used as charter schools to mitigate the educational impact created by the development of new residential dwelling units. Students living in the development are entitled to 50 percent of the student stations in the charter schools. The students who are eligible for enrollment are subject to a random



this subparagraph, “a reasonable attempt to notify” means the exercise of reasonable diligence and care by the principal or the principal’s designee to make contact with the student’s parent, guardian, or other known emergency contact whom the student’s parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the principal or the principal’s designee must take the following actions:

- a. Use available methods of communication to contact the student’s parent, guardian, or other known emergency contact, including, but not limited to, telephone calls, text messages, e-mails, and voice mail messages following the decision to initiate an involuntary examination of the student.
- b. Document the method and number of attempts made to contact the student’s parent, guardian, or other known emergency contact, and the outcome of each attempt.

A principal or his or her designee who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with federal and state law.

2. The principal or the principal’s designee may delay notification for no more than 24 hours after the student is removed if:

- a. The principal or the principal’s designee deems the delay to be in the student’s best interest and a report has been submitted to the central abuse hotline, pursuant to s. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect; or
- b. The principal or the principal’s designee reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

3. Before a principal or his or her designee contacts a law enforcement officer, he or she must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal or the principal’s designee reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others. This requirement does not supersede the authority of a law enforcement officer to act under s. 394.463.

Each charter school governing board shall develop a policy and procedures for notification under this paragraph.

(r)1. Parents of charter school students have a right to timely notification of threats, unlawful acts, and significant emergencies pursuant to s. 1006.07(4) and (7).

2. Parents of charter school students have a right to access school safety and discipline incidents as reported pursuant to s. 1006.07(9).

#### (10) ELIGIBLE STUDENTS.—

(a)1. A charter school may be exempt from the requirements of s. 1002.31 if the school is open to any student covered in an interdistrict agreement and any student residing in the school district in which the charter school is located.

2. A virtual charter school when enrolling students shall comply with the applicable requirements of s. 1002.31 and with the enrollment requirements established under s. 1002.45(1)(d)4.

3. A charter lab school shall be open to any student eligible to attend the lab school as provided in s. 1002.32 or who resides in the school district in which the charter lab school is located.

4. Any eligible student shall be allowed interdistrict transfer to attend a charter school when based on good cause. Good cause shall include, but is not limited to, geographic proximity to a charter school in a neighboring school district.

(b) The charter school shall enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.

(c) When a public school converts to charter status, enrollment preference shall be given to students who would have otherwise attended that public school. The district school board shall consult and negotiate with the conversion charter school every 3 years to determine whether realignment of the conversion charter school’s



The sponsor shall notify the charter school's governing board, the charter school principal, and the department in writing when a charter contract is terminated under this subparagraph. A charter terminated under this subparagraph must follow the procedures for dissolution and reversion of public funds pursuant to paragraphs (8)(d)-(f) and (9)(o).

4. The director and a representative of the governing board of a graded charter school that has implemented a school improvement plan under this paragraph shall appear before the sponsor at least once a year to present information regarding the progress of intervention and support strategies implemented by the school pursuant to the school improvement plan and corrective actions, if applicable. The sponsor shall communicate at the meeting, and in writing to the director, the services provided to the school to help the school address its deficiencies.

5. Notwithstanding any provision of this paragraph except sub-subparagraphs 3.a.-c., the sponsor may terminate the charter at any time pursuant to subsection (8).

(o)1. Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than \$10,000 per expenditure without prior written approval from the sponsor unless such expenditure was included within the annual budget submitted to the sponsor pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

2. An independent audit shall be completed within 30 days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

3. A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

4. A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with its sponsor.

5. A violation of this paragraph triggers a reversion or clawback power by the sponsor allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

(p)1. Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

2. Each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, a charter school employee, or an individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate representative for each charter school in the district. The representative's contact information must be provided annually in writing to parents and posted prominently on the charter school's website. The sponsor may not require governing board members to reside in the school district in which the charter school is located if the charter school complies with this subparagraph.

3. Each charter school's governing board must hold at least two public meetings per school year in the school district where the charter school is located. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her designee, must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5).

(q)1. The charter school principal or the principal's designee shall make a reasonable attempt to notify the parent of a student before the student is removed from school, school transportation, or a school-sponsored activity to be taken to a receiving facility for an involuntary examination pursuant to s. 394.463. For purposes of



(m) A charter school shall provide instruction for at least the number of days required by law for other public schools and may provide instruction for additional days.

(n)1. The director and a representative of the governing board of a charter school that has earned a grade of "D" or "F" pursuant to s. 1008.34 shall appear before the sponsor to present information concerning each contract component having noted deficiencies. The director and a representative of the governing board shall submit to the sponsor for approval a school improvement plan to raise student performance. Upon approval by the sponsor, the charter school shall begin implementation of the school improvement plan. The department shall offer technical assistance and training to the charter school and its governing board and establish guidelines for developing, submitting, and approving such plans.

2.a. If a charter school earns three consecutive grades below a "C," the charter school governing board shall choose one of the following corrective actions:

(I) Contract for educational services to be provided directly to students, instructional personnel, and school administrators, as prescribed in state board rule;

(II) Contract with an outside entity that has a demonstrated record of effectiveness to operate the school;

(III) Reorganize the school under a new director or principal who is authorized to hire new staff; or

(IV) Voluntarily close the charter school.

b. The charter school must implement the corrective action in the school year following receipt of a third consecutive grade below a "C."

c. The sponsor may annually waive a corrective action if it determines that the charter school is likely to improve a letter grade if additional time is provided to implement the intervention and support strategies prescribed by the school improvement plan. Notwithstanding this sub-subparagraph, a charter school that earns a second consecutive grade of "F" is subject to subparagraph 3.

d. A charter school is no longer required to implement a corrective action if it improves to a "C" or higher. However, the charter school must continue to implement strategies identified in the school improvement plan. The sponsor must annually review implementation of the school improvement plan to monitor the school's continued improvement pursuant to subparagraph 4.

e. A charter school implementing a corrective action that does not improve to a "C" or higher after 2 full school years of implementing the corrective action must select a different corrective action. Implementation of the new corrective action must begin in the school year following the implementation period of the existing corrective action, unless the sponsor determines that the charter school is likely to improve to a "C" or higher if additional time is provided to implement the existing corrective action. Notwithstanding this sub-subparagraph, a charter school that earns a second consecutive grade of "F" while implementing a corrective action is subject to subparagraph 3.

3. A charter school's charter contract is automatically terminated if the school earns two consecutive grades of "F" after all school grade appeals are final unless:

a. The charter school is established to turn around the performance of a district public school pursuant to s. 1008.33(4)(b)2. Such charter schools shall be governed by s. 1008.33;

b. The charter school serves a student population the majority of which resides in a school zone served by a district public school subject to s. 1008.33(4) and the charter school earns at least a grade of "D" in its third year of operation. The exception provided under this sub-subparagraph does not apply to a charter school in its fourth year of operation and thereafter; or

c. The state board grants the charter school a waiver of termination. The charter school must request the waiver within 15 days after the department's official release of school grades. The state board may waive termination if the charter school demonstrates that the Learning Gains of its students on statewide assessments are comparable to or better than the Learning Gains of similarly situated students enrolled in nearby public schools. The waiver is valid for 1 year and may only be granted once. Charter schools that have been in operation for more than 5 years are not eligible for a waiver under this sub-subparagraph.



3. A charter school shall, upon approval of the charter contract, provide the sponsor with a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school pursuant to s. 1002.331 may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. The sponsor shall review each monthly or quarterly financial statement to identify the existence of any conditions identified in s. 1002.345(1)(a).

4. A charter school shall maintain and provide financial information as required in this paragraph. The financial statement required in subparagraph 3. must be in a form prescribed by the Department of Education.

(h) The governing board of the charter school shall annually adopt and maintain an operating budget.

(i) The governing body of the charter school shall exercise continuing oversight over charter school operations.

(j) The governing body of the charter school shall be responsible for:

1. Establishing and maintaining internal controls designed to:

a. Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).

b. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

c. Support economical and efficient operations.

d. Ensure reliability of financial records and reports.

e. Safeguard assets.

2. Ensuring that the charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 1002.345(2), who shall submit the report to the governing body.

3. Reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan.

4.a. Performing the duties in s. 1002.345, including monitoring a corrective action plan.

b. Monitoring a financial recovery plan in order to ensure compliance.

5. Participating in governance training approved by the department which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.

(k) The governing body of the charter school shall report its progress annually to its sponsor, which shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports. The Department of Education shall develop a uniform, online annual accountability report to be completed by charter schools. This report shall be easy to utilize and contain demographic information, student performance data, and financial accountability information. A charter school shall not be required to provide information and data that is duplicative and already in the possession of the department. The Department of Education shall include in its compilation a notation if a school failed to file its report by the deadline established by the department. The report shall include at least the following components:

1. Student achievement performance data, including the information required for the annual school report and the education accountability system governed by ss. 1008.31 and 1008.345. Charter schools are subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the school's performance projections identified in the charter. The charter school shall identify reasons for any difference between projected and actual student performance.

2. Financial status of the charter school which must include revenues and expenditures at a level of detail that allows for analysis of the charter school's ability to meet financial obligations and timely repayment of debt.

3. Documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes.

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

(l) A charter school shall not levy taxes or issue bonds secured by tax revenues.



notify in writing the charter school's governing board, the charter school principal, and the department of the facts and circumstances supporting the immediate termination. The sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable. Upon receiving written notice from the sponsor, the charter school's governing board has 10 calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within 60 days after the date of request. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.

(d) When a charter is not renewed or is terminated, the school shall be dissolved under the provisions of law under which the school was organized, and any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the sponsor. Capital outlay funds provided pursuant to s. 1013.62 and federal charter school program grant funds that are unencumbered shall revert to the department to be redistributed among eligible charter schools. In the event a charter school is dissolved or is otherwise terminated, all sponsor property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the sponsor's request, until any appeal status is resolved.

(e) If a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school. The sponsor may not assume the debt from any contract made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the sponsor and the governing body of the school and that may not reasonably be assumed to have been satisfied by the sponsor.

(f) If a charter is not renewed or is terminated, a student who attended the school may apply to, and shall be enrolled in, another public school. Normal application deadlines shall be disregarded under such circumstances.

(9) CHARTER SCHOOL REQUIREMENTS.—

(a) A charter school shall be nonsectarian in its programs, admission policies, employment practices, and operations.

(b) A charter school shall admit students as provided in subsection (10).

(c) A charter school shall be accountable to its sponsor for performance as provided in subsection (7).

(d) A charter school shall not charge tuition or registration fees, except those fees normally charged by other public schools. However, a charter lab school may charge a student activity and service fee as authorized by s. 1002.32(5).

(e) A charter school shall meet all applicable state and local health, safety, and civil rights requirements.

(f) A charter school shall not violate the antidiscrimination provisions of s. 1000.05.

(g)1. In order to provide financial information that is comparable to that reported for other public schools, charter schools are to maintain all financial records that constitute their accounting system:

a. In accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools"; or

b. At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to this paragraph.

2. Charter schools shall provide annual financial report and program cost report information in the state-required formats for inclusion in sponsor reporting in compliance with s. 1011.60(1). Charter schools that are operated by a municipality or are a component unit of a parent nonprofit organization may use the accounting system of the municipality or the parent but must reformat this information for reporting according to this paragraph.



Such designation does not apply to other provisions unless specifically provided in law.

(26) STANDARDS OF CONDUCT AND FINANCIAL DISCLOSURE.—

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

(27) MILITARY INSTALLATIONS.—

(a) The Legislature finds that military families face unique challenges due to the highly mobile nature of military service. Among the many challenges that military families face is providing a high-quality education for their children without disruption. The state has a compelling interest in assisting the development and enhancement of learning opportunities for military children and addressing their unique needs.

(b) It is the intent of the Legislature that a framework be established to address the needs of military children who, along with their families, face unique challenges due to the highly mobile nature of military service. In establishing this framework, military installation commanders are encouraged to collaboratively work with the Commissioner of Education to increase military family student achievement, which may include the establishment of charter schools on military installations. Although the State Board of Education, through the Commissioner of Education, shall supervise this collaboration, the applicable school district shall operate and maintain control over any school that is established on the military installation.

(28) RULEMAKING.—The Department of Education, after consultation with sponsors and charter school directors, shall recommend that the State Board of Education adopt rules to implement specific subsections of this section. Such rules shall require minimum paperwork and shall not limit charter school flexibility authorized by statute. The State Board of Education shall adopt rules, pursuant to ss. 120.536(1) and 120.54, to implement a standard charter application form, standard application form for the replication of charter schools in a high-performing charter school system, standard evaluation instrument, standard monitoring tool, and standard charter and charter renewal contracts in accordance with this section.

History.—s. 98, ch. 2002-387; s. 23, ch. 2003-391; s. 1, ch. 2003-393; ss. 35, 78, ch. 2004-41; s. 3, ch. 2004-295; s. 1, ch. 2004-354; s. 1, ch. 2006-190; s. 2, ch. 2006-302; s. 5, ch. 2007-234; s. 14, ch. 2008-108; s. 4, ch. 2008-142; s. 1, ch. 2008-204; s. 7, ch. 2009-214; s. 24, ch. 2010-70; s. 6, ch. 2010-154; s. 6, ch. 2011-1; s. 27, ch. 2011-5; s. 13, ch. 2011-37; s. 8, ch. 2011-55; s. 2, ch. 2011-137; ss. 3, 5, ch. 2011-232; s. 93, ch. 2012-5; s. 6, ch. 2012-133; s. 2, ch. 2012-194; s. 5, ch. 2013-27; s. 42, ch. 2013-35; s. 156, ch. 2013-183; s. 2, ch. 2013-236; ss. 1, 2, ch. 2013-250; s. 35, ch. 2014-1; s. 3, ch. 2014-23; s. 24, ch. 2014-39; s. 7, ch. 2014-56; s. 4, ch. 2015-67; s. 4, ch. 2016-2; s. 7, ch. 2016-237; s. 21, ch. 2017-116; s. 9, ch. 2018-6; s. 114, ch. 2019-3; s. 18, ch. 2019-15; s. 8, ch. 2019-22; s. 4, ch. 2019-23; s. 13, ch. 2020-107; s. 3, ch. 2021-9; s. 4, ch. 2021-35; s. 4, ch. 2021-138; s. 5, ch. 2021-176; s. 72, ch. 2022-4; s. 2, ch. 2022-126; s. 3, ch. 2022-144; s. 1, ch. 2022-146; s. 11, ch. 2022-154; s. 142, ch. 2023-8; s. 5, ch. 2023-13; s. 36, ch. 2023-18; s. 3, ch. 2023-39; s. 2, ch. 2023-78; s. 2, ch. 2023-97; s. 4, ch. 2023-102; s. 4, ch. 2023-108; s. 2, ch. 2023-113; s. 11, ch. 2023-220; s. 8, ch. 2024-101; s. 32, ch. 2024-160; s. 4, ch. 2024-230.

<sup>1</sup>Note.—The word “for” was inserted by the editors to improve clarity.



**PLAN OF MERGER  
OF  
BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.,  
Into  
MID FLORIDA COMMUNITY SERVICES, INC., dba YOU THRIVE FLORIDA**

Pursuant to the provision of Section 617.1101, Florida Statutes, this document is a Plan of Merger (the “Plan of Merger”) by which **BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.**, a Florida not-for-profit corporation (hereinafter “BEST”) will merge into **MID FLORIDA COMMUNITY SERVICES, INC.**, a Florida not-for-profit corporation dba **YOU THRIVE FLORIDA** (hereinafter, “You Thrive”), with You Thrive being the surviving not-for-profit corporation. You Thrive will sometimes be referred to hereinafter as the “Surviving Corporation”. The Plan of Merger is as follows:

1. Names of the two not-for-profit corporations proposing to merger:
  - a. **BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.**, a Florida not-for-profit corporation
  - b. **MID FLORIDA COMMUNITY SERVICES, INC.**, a Florida not-for-profit corporation dba **YOU THRIVE FLORIDA**
2. Names and jurisdiction of the surviving not-for-profit corporation:
  - a. **MID FLORIDA COMMUNITY SERVICES, INC.**, a Florida not-for-profit corporation dba **YOU THRIVE FLORIDA**
3. Names and jurisdiction of the merged not-for-profit corporation that will not survive:
  - a. **BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.**, a Florida not-for-profit corporation
4. Terms and Conditions of the proposed merger are as follows:
  - 4.1 This Plan of Merger will be submitted to a vote of the respective boards of directors for BEST and You Thrive on or before July 9, 2025.
  - 4.2 If one or more of the respective boards fails to approve this Plan of Merger, this Plan of Merger shall terminate and the proposed merger shall not be consummated.
  - 4.3 If the Hernando County School Board shall deny the assignment of the Charter Agreement from BEST to You Thrive, this Plan of Merger shall terminate and the proposed merger shall not be consummated.

- 4.4 Subject to approval of the Hernando County School Board, upon approval and adoption of this Plan of Merger by both of the boards of directors, the merger shall become effective as of July 29, 2025 at 6:00 PM EDT (the “Effective Date”).
- 4.5 The principal office of the Surviving Corporation will be located at 820 Kennedy Boulevard, Brooksville, FL 34601.
- 4.6 The fiscal year of the Surviving Corporation will be from October 1 to September 30, both inclusive, of each year.
- 4.7 The Board of Directors of You Thrive shall be the Board of Directors of the Surviving Corporation.
- 4.8 The Board of Directors of BEST shall cease to be the Board of Directors of BEST and will be deemed to have resigned as of the Effective Date of this merger.
- 4.9 The Articles of Incorporation of You Thrive shall be the Articles of Incorporation of the Surviving Corporation, without changes. The By-Laws of the Surviving Corporation shall be the Bylaws that are attached hereto as Exhibit A.
- 4.10 The staff of You Thrive shall continue to serve as staff of the Surviving Corporation. The current Chief Executive Officer of You Thrive, the current Secretary and Treasurer of You Thrive, the current Chief Financial Officer of You Thrive, the current Chief Administrative Officer of You Thrive, the current Chief Operating Officer of You Thrive, the current Chairman of the Board of Directors of You Thrive, and the current Vice Chairman of the Board of Directors of You Thrive shall continue to serve in their respective roles of the Surviving Corporation.
- 4.11 The current teaching staff of BEST, the current employees of BEST, and the current Principal of BEST shall continue on their respective roles of the program that the Surviving Corporation’s Board of Directors shall establish pursuant to Florida law, the Surviving Corporation’s internal policies, and the current teacher and staff contracts currently in place for the 2024-2025 school year.
- 4.12 The current Secretary of BEST and any other officers of BEST, shall cease to serve in their respective roles of BEST and will be deemed to have resigned as of the Effective Date of this merger.
- 4.13 The Surviving Corporation will assume all outstanding obligations of BEST with any and all contractors, service providers, government agency including



but not limited to the Hernando County School Board, and the Hernando County Sheriff's Office, and any other party in which BEST has a contractual relationship as of the date of this Merger, and the Surviving Corporation will assume all liabilities and debts that BEST owes in its name by the Effective Date of this merger. The officers of BEST, the Board of Directors of BEST, and the Principal of BEST shall assist You Thrive to notify all parties of this merger and work to execute the necessary assignments prior to the Effective Date of this merger.

- 4.14 Upon the Effective Date, the title to any and all real estate, personal property, banking accounts, any other tangible property, any other intangible property, or any interest therein of other known or unknown property titled in the name of BEST shall be vested in the Surviving Corporation without reversion or impairment. The officers of BEST, the Board of Directors of BEST, and the Principal of BEST shall assist You Thrive to execute any and all necessary documents to transfer title to all property of BEST as provided herein to the name of the Surviving Corporation by the Effective Date of this merger.
- 4.15 Prior to the Effective Date, the business of BEST and You Thrive will continue to be conducted in the ordinary and usual course of each respective entity. However, BEST will need to seek the approval of You Thrive for the following transactions adopted by BEST prior to the Effective Date, which approval shall not be unreasonably withheld:
  - a. Extending any contracts with current teachers or other employees beyond the 2024-2025 school year;
  - b. Amending or terminating the Charter Agreement with the Hernando County School Board;
  - c. Selling any assets belonging to BEST that are either necessary for the normal everyday operations of BEST such as equipment or vehicles, or substantially disposing of fifty (50%) or more of the assets of BEST;
  - d. Closing any bank account and other intangible assets of BEST and transferring them to another account or other party; and
  - e. Renewing or amending any contract with a third party that BEST currently has an existing contract with.
- 4.16 The Board of Directors of BEST and You Thrive may agree to future amendments to this Plan of Merger provided that no such amendments will materially, substantially, or adversely the timeliness of completing this Plan of Merger. However, if such amendments to this Plan of Merger fail to be approved by either Board of Directors of BEST or You Thrive fail to adopt such amendment, this Plan of Merger shall be deemed to have been terminated and the proposed merger shall not be consummated.
- 4.17 The Board of Directors of BEST and You Thrive are hereby authorized, empowered, and directed to do all things and take all actions which they deem

necessary and appropriate to carry out the purposes and intentions of this Plan of Merger, including, without limitation, the filing and recording of the Articles of Merger, tax returns and other documents with the appropriate officials of the State of Florida, the Internal Revenue Service, and any other governing bodies and the payment of all fees and due and payable thereunder. The parties executing this Plan of Merger as provided below are hereby authorized representatives to act on behalf of BEST and You Thrive, and are hereby authorized to execute this Plan of Merger on the date provided below.

The Effective Date of the merger, if approved and adopted shall be on July 29, 2025 at 11:59 PM EDT.

**BROOKSVILLE ENGINEERING, SCIENCE  
& TECHNOLOGY ACADEMY, INC.**

By:   
**PATRICIA LAIRD, CHAIRWOMAN**

Date: 7/8/2025

**MID FLORIDA COMMUNITY SERVICES, INC.  
DBA YOU THRIVE FLORIDA, INC.**

By:   
**JENNENE NORMAN-VACHA, BOARD CHAIR**

Date: 7/9/25

By:   
**MATHEW KLINE, CHIEF EXECUTIVE OFFICER**

Date: 7/9/2025

Approved as to Content & Form  
Caroline Mockler, Esq.  
Staff Counsel, HCSD  
1:40 pm, 07/15/2025

01094273

4 of 4

## **ARTICLES OF MERGER**

**of**

**Brooksville Engineering, Science & Technology Academy, Inc.**  
**A Florida Not for Profit Corporation**  
**Document Number N12000007190**

**Into**

**MID FLORIDA COMMUNITY SERVICES, INC.**  
**A Florida Not for Profit Corporation dba You Thrive Florida, the Survivor**  
**Document Number 715459**

Brooksville Engineering, Science & Technology Academy, Inc., a Florida not-for-profit corporation ("BEST") and Mid Florida Community Services, Inc., a Florida not-for-profit corporation dba You Thrive Florida ("You Thrive" or "Survivor"), after approval by their directors execute and file these Articles of Merger pursuant to Section 617.1105, Florida Statutes as follows:

### **ARTICLE I.**

BEST shall merge into You Thrive, which shall be the Survivor and shall assume and be liable for all of BEST's assets and liabilities, including all real property owned by BEST, if any.

### **ARTICLE II.**

1. The BEST Board of Directors, consisting of 3 directors, approved these Articles of Merger by a vote of three (3) to zero (0) at a Regular Meeting of the Board held the 7<sup>th</sup> day of July, 2025.
2. The You Thrive Board of Directors, consisting of nine (9) directors, approved these Articles of Merger by a vote of nine (9) to zero (0) at a Regular Meeting of the Board held the 9<sup>th</sup> day of July, 2025.
3. The number of votes cast by the Directors of both BEST and You Thrive was sufficient for approval of the Plan of Merger, attached hereto, and these Articles of Merger.
4. The BEST Board of Directors and You Thrive Board of Directors have also conditionally approved these Articles of Merger and Plan of Merger, subject to the approval of the Hernando County School Board approving the assignment of the Charter Agreement with BEST to You Thrive. If the Hernando County School Board shall deny the approval of the assignment of the Charter Agreement from BEST to You Thrive, these Articles of Merger shall be considered voided and of not effect.

### **ARTICLE III.**

The merger shall be effective July 29, 2025 at 11:59 PM EDT.

### **ARTICLE IV**



The name of the Survivor shall be Mid Florida Community Services, Inc., a Florida not-for-profit corporation dba You Thrive Florida.

**BROOKSVILLE ENGINEERING, SCIENCE  
& TECHNOLOGY ACADEMY, INC.**

By:   
**PATRICIA LAIRD, CHAIRWOMAN**

Date: 7/8/2025

**MID FLORIDA COMMUNITY SERVICES, INC.  
DBA YOU THRIVE FLORIDA, INC.**

By:   
**JENNENE NORMAN-VACHA, BOARD CHAIR**

Date: 9 July 2025

By:   
**MATHEW KLINE, CHIEF EXECUTIVE OFFICER**

Date: 7/9/2025

Approved as to Content & Form  
Caroline Mockler, Esq.  
Staff Counsel, HCSD  
1:41 pm, 07/15/2025



**CONSENT TO ASSIGNMENT OF CHARTER AGREEMENT FROM  
BROOKSVILLE, ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC., A  
FLORIDA NOT-FOR-PROFIT CORPORATION TO  
MID FLORIDA COMMUNITY SERVICES, INC., A FLORIDA NOT-FOR-PROFIT  
CORPORATION DBA YOU THRIVE FLORIDA**

This Consent to Assignment of Charter Agreement (“Assignment”) is made and entered this \_\_\_\_ day of July, 2025 by and between Brooksville, Engineering, Science & Technology Academy, Inc., a Florida not-for-profit corporation (“BEST” or “Assignor”), Mid Florida Community Service, Inc., a Florida not-for-profit corporation dba You Thrive Florida (“You Thrive” or “Assignee”), and the Hernando County School Board, a political subdivision of the State of Florida (“School Board”).

**RECITALS**

**WHEREAS**, BEST and the School Board entered into that certain Florida Standard Charter Renewal Contract dated June 30, 2023 (the “Charter”) in which the School Board and BEST establishing the requirements and governance of a charter school pursuant to Chapter 1002, Florida Statutes, located at 835 School Street, Brooksville, FL 34601;

**WHEREAS**, BEST and You Thrive have entered into a separate written agreement regarding the merger of BEST into You Thrive, in which You Thrive will oversee the operation of the charter school, and BEST will cease to exist;

**WHEREAS**, as a part of the merger between BEST and You Thrive, the Charter prevents the assignment of the Charter unless the School Board consents to the assignment;

**WHEREAS**, the School Board consents to the Charter assignment, consistent with the terms and conditions as established in this Assignment;

**WHEREAS**, You Thrive and BEST agree with the terms and conditions of this Assignment; and You Thrive agrees to be substituted in place of BEST;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed between the School Board, Assignor, and Assignee as follows:

**ARTICLE 1 – RECITALS**

1.1 Recitals. The above recitals are incorporated herein as if stated and the parties agree to the accuracy of the recitals.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.1 Assignment of Assigned Contract. Assignor does hereby assign, transfer, convey, and set over unto Assignee and its successors and assigns, all of its rights, title, and interest in the



Assigned Contract effective as of the Effective Date, subject to all terms, conditions, covenants, and provisions contained in the Assigned Contract.

2.2 Acceptance and Assumption. Assignee does hereby accept assignment of the Assigned Contract and does hereby assume all of Assignor's rights, title, and interest in the Assigned Contract and agrees to perform the obligations of the charter holder under the Assigned Contract arising therefrom on and after the Effective Date.

2.3 Consent by Sponsor. The School Board hereby consents to the assignment of the Charter from Assignor to Assignee and Assignee agrees to be bound to all terms and conditions of the Charter. The Assignee further agrees to be substituted in the place of BEST for purposes under the Charter. Assignee understands and agrees that it will be subject to the same requirements and restrictions for the operation of the charter school as required by Chapter 1002, Florida Statutes, the Charter, and other public records, public funding requirements as established by state and federal law.

2.4 Representations and Warranties of Assignor. Assignor hereby represents and warrants as follows: (1) the Assignor has fulfilled, and covenants that it will fulfill when due, all obligations of the charter holder and/or School, under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's term, including any prior term, through the Effective Date; (2) to the best of Assignor's knowledge and belief, as of the Effective Date, there is no fact, event or condition existing, now or through the Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) to the best of Assignor's knowledge and belief, that the Assigned Contract is valid, binding and enforceable against Assignor and Sponsor in accordance with its terms; (4) to the best of Assignor's knowledge and belief, that the Assigned Contract is assignable by the Assignor to the Assignee without the consent of any third party other than Sponsor, whose consent is given herein; (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor; and (6) as of the Assignment Effective Date, it has transferred title and possession to all personal property associated with the School to the Assignee.

2.5 Representations and Warranties of Assignee. Assignee represents and warrants as follows: (1) it is a Florida nonprofit corporation in good standing with the State of Florida; and (2) it is a nonprofit organization as required by section 1002.33(12)(i), Florida Statutes, and as set forth in its organizational documents, which consists of its Articles of Incorporation and Bylaws (the "Assignee Organizational Documents").

2.6. Representations and Warranties of Sponsor. Sponsor, for itself, its successors and assigns, hereby represents and warrants as follows: (1) that all obligations of Assignor under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's term, including any prior term, through the Effective Date have in fact been observed, performed or otherwise excused, such that Assignor is not in default under, or in breach of, the Assigned Contract; (2) as of the Effective Date, there is no fact, event or condition existing, now or through the Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) that the Assigned Contract is valid, binding and enforceable against Sponsor and Assignor in accordance



with its terms; (4) that the Assigned Contract is Assignable by the Assignor to the Assignee without the consent of any third party or governmental authority other than Sponsor, whose consent is given herein; and (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor.

2.7 Effective Date. This Assignment shall become effective upon the date the merger between BEST and You Thrive is completed. You Thrive will notify the School Board of the anticipated closing date within ten (10) days from the date of this agreement being signed.

2.8 Contract in Good Standing. Assignor and Sponsor, to the best of their respective knowledge and belief, agree, acknowledge and reaffirm that 1) the Assigned Contract is in good standing; (2) neither the Assignor nor the Sponsor is in default of its obligations under the Assigned Contract; and (3) all covenants and obligations of the Assigned Contract have been met and/or satisfied. Assignor and Sponsor agree that, except as expressly set forth herein, the Assigned Contract is ratified and confirmed as written. This Assignment does not change any term and condition of the Charter Agreement and all terms and conditions shall remain the same.

2.9 Governing Law. This Assignment shall be construed and governed by the laws of the State of Florida. The parties agree and consent to venue solely and exclusively in the state courts of competent jurisdiction in and for Hernando County, Florida. Every term, condition, covenant, and provision of this Agreement having been negotiated in detail and at arm's length by all parties, shall be construed simply according to its fair meaning and not be construed against one party due to drafting. The use of a singular shall include the plural and vice versa. The use of the masculine, feminine, or neuter genders shall include all others. If any term, condition, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, conditions, and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. BEST, You Thrive, and School Board hereby waive the right to a jury trial in any action, proceeding, or counterclaim (whether based on this Agreement or related issue arising hereunder) to the fullest extent allowed by law.

### **ARTICLE 3-AMENDMENTS TO ASSIGNED CONTRACT**

3.1 Notices. The Notices provision of Section 12(K) of the Assigned Contract shall be revised to replace the notice addresses for the School with the following Mid Florida Community Service, Inc., dba You Thrive Florida, 820 Kennedy Boulevard, Brooksville, Florida 34601; with a copy to The Hogan Law Firm, Attention: Jennifer C. Rey 20 S Broad Street, Brooksville, FL 34601.

3.2 School Name and References to "School". As of the Effective Date, the charter school authorized by the Assigned Charter shall be known as You Thrive Florida and all references to the "School" in the Assigned Charter shall mean and refer to Mid Florida Community Service, Inc., a Florida dba You Thrive Florida. No later than the Effective Date, Sponsor will submit an amendment to the MSID number for the School to effectuate this name change and the other amendments set forth in this Assignment.



3.3 Appendices. Mid Florida Community Service, Inc., dba You Thrive Florida is a replication of BEST Academy. Accordingly, Appendix 2 of the Assigned Contract, relating to the Governance Documents, is replaced by the Assignee Organizational Documents.

3.4. Savings Clause. The Assigned Contract, as amended hereby, shall continue in full force and effect.

#### ARTICLE 4-MISCELLANEOUS PROVISIONS

4.1 Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.2 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.3 Counterparts. The Agreement may be executed in several counterparts, each of which shall be deemed an original; all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment to Florida Standard Charter Renewal Contract as of the Effective Date.

**BROOKSVILLE ENGINEERING, SCIENCE  
& TECHNOLOGY ACADEMY, INC.**

By: 

PATRICIA LAIRD, CHAIRWOMAN

Date: 7/8/2025

**MID FLORIDA COMMUNITY SERVICES, INC.  
DBA YOU THRIVE FLORIDA, INC.**

By: 

JENNENE NORMAN-VACHA, BOARD CHAIR

Date: 7/9/25

By: 

MATHEW KLINE, CHIEF EXECUTIVE OFFICER

Date: 7/9/2025



Hernando County School Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Shannon Rodriguez, School Board Chair

\_\_\_\_\_  
Date

Approved as to Content & Form  
Caroline Mockler, Esq.  
Staff Counsel, HCSD  
7:15 am, 07/09/2025

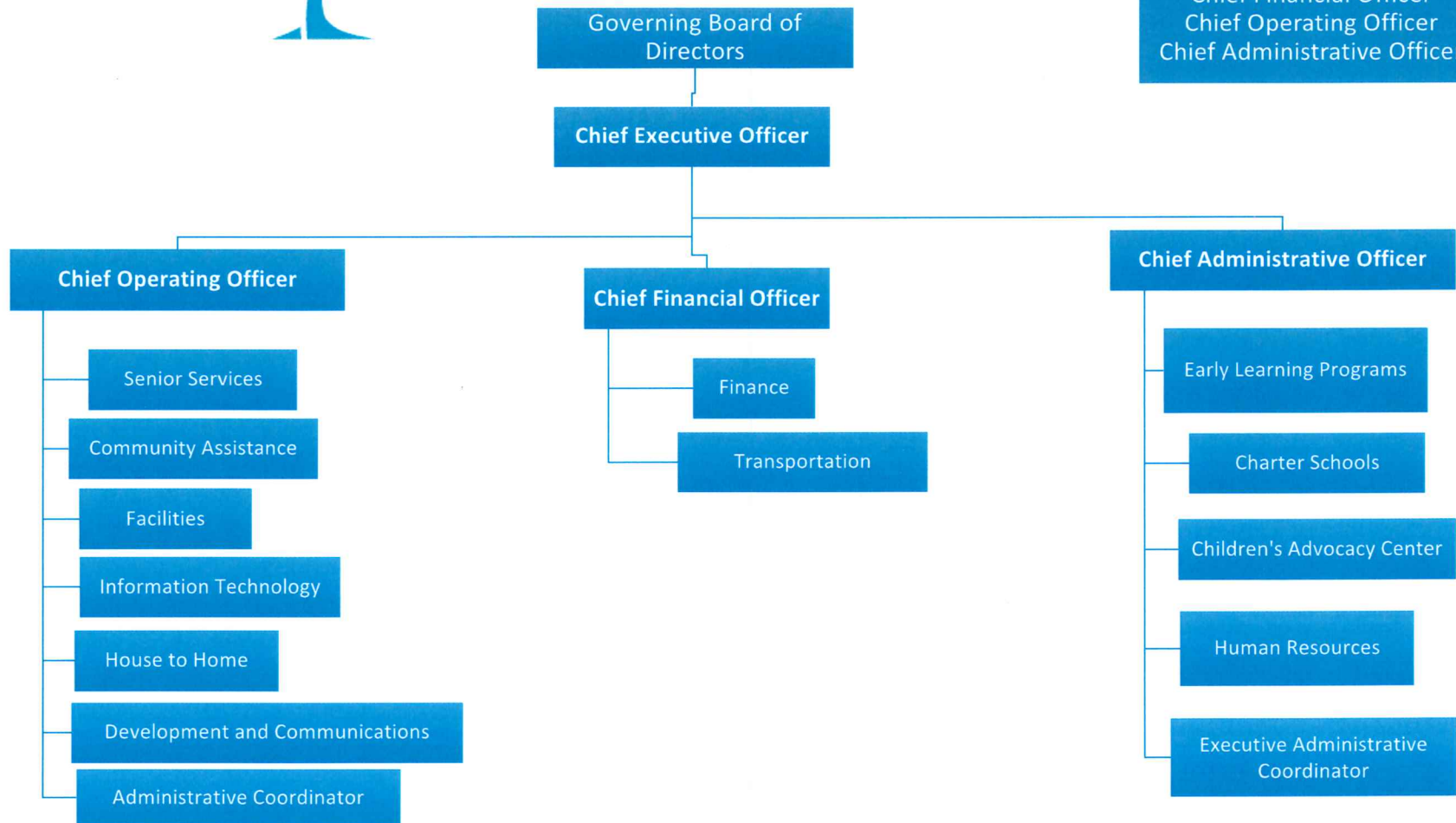




# You Thrive Florida Organizational Chart

## EXECUTIVE TEAM

Chief Executive Officer  
Chief Financial Officer  
Chief Operating Officer  
Chief Administrative Officer



Revised July 2025





**MID FLORIDA COMMUNITY SERVICES, INC.  
DBA YOU THRIVE FLORIDA**

**AMENDED AND RESTATED  
BY-LAWS**

**Effective: July 9, 2025**

**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**Mid Florida Community Services, Inc. DBA You Thrive Florida**

**ARTICLE I**  
**NAME AND DESCRIPTION**

- 1.1 The name of the corporation is Mid Florida Community Services, Inc. DBA You Thrive Florida or otherwise stated in the Corporation's Articles of Incorporation as a private not for profit corporation, recognized by the Laws of the State of Florida herein referred to as the Corporation.
- 1.2 The principal place of business of the Corporation shall be the location reported annually to the State of Florida in its Annual Report; currently at 820 Kennedy Boulevard, Brooksville, Florida 34601.
- 1.3 The seal of this Corporation shall have inscribed on it the name of this Corporation, the date of its organization, and the words "Corporate Seal, State of Florida".
- 1.4 The fiscal year of this Corporation shall begin with the first (1<sup>st</sup>) day of October in each year.

**ARTICLE II**  
**Purpose**

- 2.1 The purpose and function of the Corporation shall be as stated in the Articles of Incorporation.

**ARTICLE III**  
**Board of Directors**

- 3.1 The principle representative body of the Corporation shall be its Board of Directors, which shall represent the three significant groups in the community and set policies for the Corporation as more specifically described in Article IX. All Directors shall fully participate in the development, planning, implementation and evaluation of the programs offered by the Corporation in its services to individuals and families.
- 3.2 Directors must be residents of the State of Florida and must further qualify as a representative of the three significant community groups defined herein.
- 3.3 A director shall perform the duties of a director, including duties as a member of any committee of the board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who performs duties in compliance with this Section shall have no liability by reason of being or having been a director of the Corporation.



- 3.4 A director of the Corporation who is present at a meeting of its Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.
- 3.5 This Corporation shall have no less than nine (9) and no more than fifteen (15) directors. The number of directors may be increased or decreased from time to time by resolution of the board adopted at any duly-called special or regular meeting or by written action in accordance with these By-Laws, provided however, no decrease shall have the effect of shortening the term of any incumbent director and the number of directors shall always be in compliance with the community representation requirements.
- 3.6 Each Director appointed to the Board after April, 2019 shall serve a term of office of five-years which term shall automatically renew for two more 5-year consecutive terms provided such director must further qualify as a representative of the three significant community groups defined herein. A full five-year term shall be considered to have been served upon the passage of five (5) annual meetings. Directors shall take office immediately following the close of the annual meeting at which they are elected. No Director shall serve more than three (3) full consecutive five-year terms. Consecutive service refers to time served on the Board without a gap of at least 6 months in between each period of service.
- 3.7 The presence of fifty percent (50%) of the members, plus one, of the Board of Directors of this Corporation at any meeting thereof, shall constitute a quorum of that body. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.
- 3.8 At a meeting of directors called expressly for that purpose, any director or the entire Board of Directors may be removed, with or without cause. The Chairperson shall raise the issue of removal of any director at the request of the Chairperson, the Chief Executive Officer or any three other directors at the next duly noticed regular or special meeting of the board. The notice shall identify as an agenda item the removal of the member. Removal shall be by a majority vote at any regular or special meeting at which a quorum is present. "For cause" shall include, but shall in no way be limited to a director who: (1) fails to perform his or her duties; (2) ceases to meet the requirements of the specific sector for which the member is a representative; (3) fails to abide by the provisions of these By-Laws including those requirements regarding conflicts of interest or otherwise acts beyond the scope of his or her duties as a director; (4) violates any federal, state or local law.
- 3.9 Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors of the sector represented by the exiting director even though less than a quorum of the Board of Directors. Such director shall serve until a successor director can be appointed/elected as provided in Article IV. The Company will use its best effort to fill any vacancy on the Board of Directors within eight (8) – twelve (12) weeks of the date of vacancy. The Board is not required to appoint a successor director if the board elects to reduce the number of directors; provided always that the Corporation maintains the tripartite board structure described in this Article.
- 3.10 No contract or other transaction between this Corporation and one or more of its directors, or any other corporation, firm, association or entity in which one or more of the directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors

or a committee thereof which authorizes, approves or ratifies such contract or transaction or because of his or their votes are counted for such purpose, if:

- (a) The fact of such relationship or interest is disclosed or known to the Board of Directors, and the Chief Executive Officer, prior to a vote, authorizes, approves or ratifies the contract without counting the votes or consents of such interested director; and
- (b) The contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee hereof which authorizes, approves or ratifies such contract or transaction.

#### **ARTICLE IV**

#### **MEMBERSHIP OF THE BOARD**

4.1 The Corporation shall be governed by a Tripartite Board Structure wherein exactly one-third of the directors shall be public officials; at least one-third shall be representatives of the low-income sector; and the remainder made up of representatives of major groups and interests in the community served (42 USC §9910). The board members shall be selected as described in this Article. After board members are appointed or elected by individuals or entities other than the Corporation to serve, the Board of Directors shall vote whether to elect such prospective director to the board. The board retains the power to remove any appointed or elected board member.

- A. Public Sector. The Corporation, through its Chief Executive Officer, shall request from the Board of County Commissioners, and other elected officials in counties served by the Corporation to appoint directors of the Corporation as and or when a vacancy occurs. Such director(s) must be an official who is elected into public office in a county served by the Corporation and who has general governmental responsibilities or responsibilities, which require them to deal with poverty related issues. Public Sector Directors shall serve for so long as such official maintains their status as a public official unless otherwise removed by vote of the board, resignation or death. A Public Sector Director may be an appointed representative to serve in place of an elected public official if the number of elected officials reasonably available and willing to serve is less than one-third of the membership of the board. The Chief Executive Officer shall annually request a letter signed by the elected public official, reaffirming the delegation for a Public Sector Director serving as an appointed representative of an elected public official.
- B. Low-Income. At least one-third of the directors shall be persons chosen in accordance with democratic selection procedures adequate to assure that the members are representatives of low-income individuals and families in the neighborhood served. The Corporation, through its Chief Executive Officer, shall request from organizations or county areas whose membership is composed predominately of low-income persons or representatives of low-income persons to appoint directors of the Corporation as and when a vacancy occurs. The Low-Income Sector Directors shall be representing a cross-section of the low-income in the geographic area served by the Corporation through a democratic selection process, which allows a choice selected by that group or organization. The Low-Income Sector Directors need not be low-income, but must represent the low-income individuals and families. A Low-Income Sector Director shall serve only while he/she continues to be



associated with the organization or community demographic which selected him or her or until removed by vote of the Board, resignation or death. The Governing Board will use its Democratic Selection Process in accordance with Section VI of the Governing Board Manual.

- C. Private Sector. The Corporation, through its Chief Executive Officer, shall request private community groups or organizations in the counties served by the Corporation to appoint directors of the Corporation as and when a vacancy occurs. Private Sector Directors shall be comprised of officials or members of business, industry, labor, religious, law enforcement, education or other major groups and interests in the community served by the Corporation. A Private Sector Director shall serve until removed by vote of the board, resignation or death.
- D. At least one of the directors must also have a background and expertise in fiscal management or accounting. At least one director shall have a background and expertise in early childhood education and development. At least one director shall be a licensed attorney familiar with issues that come before the governing body. Provided however, in the absence of a director with the background and expertise described in this paragraph, the board shall employ a consultant with such expertise who shall work with the board.
- E. So long as the Corporation operates programs governed by the Head Start Act (42 USC §9837), one director shall reflect the community to be served and include parents of children who are currently or were formerly enrolled in Head Start programs.
- F. Ex office board members elected to the Board shall have the same rights as other directors, including voting rights.
- G. A director may resign by delivering his or her written resignation to the Chief Executive Officer or the Chairman of the Board. Resignations shall be effective as soon as the director's successors have been duly elected and qualified.

## **ARTICLE V**

### **PETITIONING PROCEDURE**

- 5.1 Any group from the private sector or a group representing the low-income, which feels itself inadequately represented on the Board, may petition for adequate representation.
- 5.2 Such petition must be signed by fifty (50) members of the petitioning group or by fifty percent (50%) of the bonafide members of a group with less than 100 members.
- 5.3 The petition shall be delivered to the Chairperson, who shall afford one representative of the petitioning group to serve as the spokesperson at an informal open hearing before the Board at the next regular meeting of the Board in order that they may have a full and fair opportunity to present the petition.
- 5.4 The Board shall vote upon whether the group is inadequately represented, which decision shall be final. Notice of the Board's decision shall be delivered to the spokesperson for the group. If the Board determines that the petitioning group is inadequately represented, such group shall be afforded the opportunity to appoint the next director whose seat becomes available from the sector for which it is a part (either private or low-income).

**ARTICLE VI**  
**MEETINGS OF THE BOARD**

- 6.1 At the first regular or special meeting of the Board after a vacancy, the Board shall elect a Chairperson and a Vice-Chairperson. The Chairperson shall be the liaison between the Board and the Chief Executive Officer of the Corporation. All communications regarding the daily operations of the Corporation shall be directed to the Chief Executive Officer only through the Chairperson. The Chairperson shall preside over all meetings of the Board and shall perform such other duties as may be prescribed by the Board from time to time. The Chairperson and Vice-Chairperson shall serve until he or she fails to qualify as a director, resigns, is removed or death. The Chairperson may sign, with the Secretary or any other designated individual authorized by the Board, any State, Federal or local governmental contract. The Vice-Chairperson shall perform all duties of the Chairperson in the absence of that officer. The Chairperson and Vice-Chairperson shall not be compensated for the duties performed in the exercise of their duties for the Corporation.
- 6.2 Regular meetings of the Board of Directors shall be held quarterly with a written annual schedule provided to the Board, or at such other time as may be determined by the Chairperson of the Board with notice to the members in the manner prescribed herein. Special meetings may be called by the Chairperson of the Board, the Chief Executive Officer or at any time upon the request of any seven members of the Board with notice to the members in the manner prescribed herein. All regular and special meetings shall be held in a county served by the Corporation at a location designated by the Chairperson, provided however, all meetings shall be at a location convenient to the low-income persons. The parliamentary procedures of all meetings of the Corporation shall be conducted in accordance with Robert's Rules of Order. Newly Revised, with the exception that the Chairperson shall have the authority to introduce, second or debate any motion of the Board.
- 6.3 Secret ballot will be used in voting on all motions to (1) call a closed session of the Board, (2) remove a Board member for cause, (3) hire or fire a Chief Executive Officer of this Corporation.
- 6.4 A majority of the members present at the meeting in which there is a quorum shall constitute an affirmative vote of the Board except that an affirmative vote of 75% of the directors shall be required to fire a Chief Executive Officer. Proxy voting is prohibited.
- 6.5 Written notice stating the place, date and time of each meeting shall be mailed or delivered to each director at least ten (10) days prior to a regular meeting and within a reasonable time prior to a special meeting. Public Service Announcements will be made by the Corporation through the local media at least seven days prior to regular meetings. The notice of regular meeting will include a Board package comprised of minutes of the previous meeting, an agenda for the upcoming meeting, program reports from the directors and financial reports of the various departments. In the case of a special meeting, no other business shall be conducted except that stated on the notice to directors.
- A. Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all obligations to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.



- B. Any action required by law, these By-Laws, or the Articles of Incorporation of this corporation to be taken at any annual or special meeting of the directors of the corporation, or any action which may be taken at any annual or special meeting of such directors, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.
  - C. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those directors who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.
  - D. Emergency actions of the Board may be taken without a meeting, without prior notice and without a vote, if a consent of the action so taken, shall be provided either verbally, by electronic mediums (e-mail, text) or by phone communication to the Chief Executive Officer by not less than the minimum number of directors that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted and provided further that, within ten (10) days after obtaining such authorization by verbal consent, notice shall be given to all directors of the action taken. The notice shall fairly summarize the material features of the authorized action. Emergency action shall be defined as any action needed to be taken to permit and preserve the orderly conduct of the Company's business at times when the Board cannot convene before the action is required. An "emergency" includes the need to approve the issuance of a grant application to a funding agency.
- 6.7 Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.
  - 6.8 A majority of the directors present may adjourn a meeting to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.
  - 6.9 Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.
  - 6.10 Any action required to be taken at a meeting of the directors of a corporation, or any writing setting forth the action so to be taken, signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the board or of the committee. Such consent shall have the same effect as a unanimous vote.
  - 6.11 All regular and special meetings shall be open to the general public, including those meetings which intend to address issues of (1) removal of a member of the Board for cause; (2) the election of officer(s) of the Board; (3) the amendment or revision of these By-Laws. Public comments shall be reserved for the last meeting activity prior to adjournment and each attendee will be provided a maximum of three minutes to comment. Robert's Rules of Order will govern the conduct of the meeting. Attendees desiring to make public comment must (1) notify the Board Chair at or before the start of the meeting; (2) state on the record their name, address, and the topic on which they wish to be heard and if a representative will be speaking for them, such representative's name and address; and (3) restrict their (or their representative's) comment to 3 minutes or less. The Board

reserves the right to terminate someone's use of the public comment forum if profanity, disrespect or non-pertinent matters are brought before the Board.

- 6.12 No director shall receive compensation from the Corporation for services rendered as a Director. Nothing contained herein shall preclude and director from serving the Corporation in any other capacity (including Chief Executive Officer) and receiving reasonable compensation for the personal services rendered. Director may receive reimbursement (or advances, as the case may be) for all reasonable and documented expenses incurred in the course of performing the services as directors of the Corporation.

## **ARTICLE VII**

### **OFFICERS**

- 7.1 Officers of this Corporation shall consist of a Chief Executive Officer, a Secretary and such other officers and assistant officers and agents as may be deemed necessary and may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person. All officers shall be elected annually at the first regular meeting of the Board after the end of a calendar year, except the Chief Executive Officer who shall be elected upon vacancy in the position. No officer, except the Chief Executive Officer, shall be compensated for the duties performed in the exercise of his or her office.
- 7.2 The Chief Executive Officer shall be the chief executive officer of the Corporation, shall have general and active management duties over the business and affairs of the Corporation, shall have primary responsibility over all personnel matters (including hiring, termination and discipline) except those specifically reserved by the Board, shall have the power to transfer or delegate funds received between programs and to other agencies subject to the Board's overall program policy, shall have the power to contract, shall have the authority over finances, budgeting and expenditures and shall have power to do any and all acts necessary to carry out its function and the Corporation's policies as determined by the Board of Directors. The Chief Executive Officer shall execute all checks, contract or other instruments on behalf of the Corporation except those specifically reserved to the Board by law. The Chief Executive Officer shall be present at all meetings of the Board of Directors. The Chief Executive Officer shall serve until removed, resigns or death.
- 7.3 The duties of other officers and other duties of the Chief Executive Officer may be prescribed from time to time by resolution of the Board of Directors.
- 7.4 The Corporation shall indemnify any officer who is a party to any proceeding (other than an action by, or in the right of the Corporation) by reason of the fact that he or she is or was an officer of the Corporation or is or was serving at the request of the Corporation as an officer against any liability incurred in connection with such proceeding, to the extent allowed and pursuant to the procedures set forth in Florida Statute, as amended from time to time.

## **ARTICLE VIII**

### **COMMITTEES OF THE BOARD**

- 8.1 The Board of Directors may delegate to committees comprised of board directors any function or duty to which it deems necessary; provided however, that such committee shall at all times be proportionally represented by the three community sectors, and provided further that the Board may not delegate the duty of electing or removing board members or officers. Meetings, quorum, notice and other procedural matters of the committees shall be the same as that of the Board.

000984475



**ARTICLE IX**  
**POWERS OF THE BOARD**

- 9.1 The Board of Directors shall be responsible for setting policy for the Corporation and for the planning and evaluation of the community action programs conducted by the Corporation. The Board shall have no authority over the daily operations of the Corporation.
- 9.2 The powers of the Board shall be:
- 1) To appoint or terminate the Chief Executive Officer as provided herein;
  - 2) To approve major personnel, fiscal and program policies;
  - 3) To approve program plans and priorities;
  - 4) To approve program proposals and budgets;
  - 5) To review and accept audit report;
  - 6) To approve procurement policy;
  - 7) To review reports;
  - 8) To review program progress and reports;
  - 9) To approve pay structure and schedule;
  - 10) To approve Agency-Wide Budget, and IRS Form 990;
  - 11) To approve By-Laws;
  - 12) To approve Governing Board Manual;
  - 13) To approve Community Needs Assessment;
  - 14) To approve Mission Statement;
  - 15) To approve Agency-Wide Risk Assessment;
  - 16) To approve Strategic Plan;
  - 17) To require potential Board Members to apply via an application process;
  - 18) To approve/disapprove potential Board Members;
  - 19) To recruit board members with financial expertise, community connections;
  - 20) Fund raising capabilities, etc.;
  - 21) To follow Board selection procedures contained within the By-Laws;
  - 22) To determine rules of procedure for the Board and its committees'
  - 23) To appoint members to policy councils or to determine the procedure for selection of members to such councils; and
  - 24) To elect officers and committee members.
- 9.3 The Board, through its Chairperson, shall have the power and authority to execute any contract or agreement as required of the Board by any Federal, State or local governmental authority.

**ARTICLE X**  
**HEAD START POLICY COUNCIL**

- 10.1 So long as the Corporation is conducting Head Start operations or receiving funds for same, the Corporation shall maintain a Head Start Policy Council in compliance with Federal Regulation Section 1301.3, as from time to time amended. The Head Start Policy Council shall meet at regularly scheduled times. The Head Start Policy Council shall be charged with working with the Corporation to develop, review and approve or disapprove those policies and procedures identified in 45 C.F.R. §1301.3(c)(1), as amended. The Head Start Policy Council shall directly perform those functions set forth in 45 C.F.R. §1301.3(c)(2), as amended. Each member of the Head Start Policy Council shall have one (1) vote. No Head Start Policy Council member may vote by proxy. Attendance by nine (9) members is required for a quorum. At the first meeting after an annual election, the Head Start Policy Council shall elect a Chairperson to preside over meetings and shall elect a recording Secretary. At the first meeting after an annual election, the Head Start Policy Council shall establish a schedule for regular meetings. Notices shall be mailed to each member at least five (5) days prior to the date of each regular meeting. Special meetings may be called by the Chairperson of the Head Start Policy Council at any time upon request of the Head Start Director or any two (2) members of the Policy Council to the members in the manner prescribe in the Operating Rules of the Mid Florida Community Services, Inc. DBA You Thrive Florida Policy Council. Notice must be given within a reasonable time prior to the date of the meeting, with an explanation for the special meeting. Actions shall pass by the affirmative vote of a majority of the voting members at a meeting at which a quorum is present. Except as otherwise stated herein, the Head Start Policy Council meeting shall be conducted in accordance with Robert's Rules of Order, Newly Revised.
- 10.2 The Head Start Policy Council shall be comprised of at least 51% parents of currently enrolled children in the Head Start program. There shall be one parent representative from each of the centers that are served by the program and eight (8) community representatives (three from Hernando/Sumter and five from Volusia). Head Start parent members shall be elected in August/September of each year at a center parent meeting. Only parents of currently enrolled children in the Head Start program may nominate parents of currently enrolled children to serve on the Policy Council. Each parent of a currently enrolled child as defined by 45 C.F.R. 1301.4(a) who is present at the election meeting shall be entitled to one vote. The Head Start Director shall post notice of the scheduled meeting at least seven (7) days prior to the meeting.
- A. Community representatives shall consist of members drawn from local community businesses, public or private community, civic and professional organizations, and others who are familiar with resources and services for low-income children and families. Former Head Start parents may also be selected as community representatives. Community representatives shall be individuals selected by the Mid Florida Community Services, Inc. DBA You Thrive Florida Board of Directors or designee, in accordance with procedures for selection approved by the Policy Council.
- 10.3 No individual may serve on the Head Start Policy Council for more than five (5) one (1) year terms. Elected parent members shall be seated commencing the day subsequent to the election and shall continue to serve until their successor has been elected and seated. Community representative members shall be seated commencing the day subsequent to the selection date and shall continue to serve until their successor has been elected and seated. In the event a parent member is unable or unwilling to carry out his or her duties or resigns as a member prior to the date his or her term expires, the appropriate Head Start center will elect a parent representative to fill the vacant seat



as soon as reasonable possible. In the event a community representative member is unable or unwilling to carry out his or duties or resigns as a member prior to the date his or her term expires, the Mid Florida Community Services, Inc. DBA You Thrive Florida Board of Directors or designee will recommend a replacement who shall serve until the next program year.

- 10.4 Low-income Policy Council members shall be entitled to reimbursement for reasonable expenses incurred in carrying out their duties as Policy Council members. Requests for reimbursement shall be directed to the Head Start Director or designee together with reasonable documentation verifying the expense incurred.
- 10.5 In the event of an impasse between the governing body and the Head Start Policy Council, one representative selected by the Corporation's Board of Directors, one representative selected by the Policy Council and Mid Florida Community Services, Inc. DBA You Thrive Florida's outsource human resource consultant shall form a Dispute Resolution Team to resolve the dispute. The decision of the Dispute Resolution Team shall be delivered to the parties within 24 hours after a decision is reached. Decisions of the Dispute Resolution Team shall be binding on all parties. Failure to abide by the decision of the Dispute Resolution Team shall be grounds for further action by Mid Florida Community Services, Inc. DBA You Thrive Florida, including removal from the Board or Policy Council.

#### **ARTICLE XI** **AMENDMENT OF BY-LAWS**

- 11.1 These By-Laws may be amended, altered or revised at any time by the affirmative vote of a majority of the Directors, except for actions requiring greater than a majority vote in which case the revision/amendment must be approved by the same percentage as would be required for an affirmative vote. All amendments, alterations or revision of these By-Laws shall be subject to the notice and agenda requirements of these By-Laws. All amendments, alterations or revisions shall be in compliance with all Federal, State or local laws and those pertinent requirements and regulations of the Department of Economic Opportunity.

#### **ARTICLE XII** **BOOKS AND RECORDS**

- 12.1 This Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and committees of directors.
- 12.2 This Corporation shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its Directors, giving the names and addresses of all Directors.
- 12.3 Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.
- 12.4 At the close of each fiscal year, this Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and a profit and loss statement showing the results of the operations of the Corporation during its fiscal year.

**ARTICLE XIII**  
**CHARTER SCHOOL**

- 13.1 So long as the Corporation is operating a Charter School or receiving funds for the same, per f.s. 1022.33, the corporation shall conduct its operations and governance of the charter school in a manner consistent with and in compliance with the terms and conditions set forth in the Charter Contract between You Thrive Florida and The School Board of Hernando County, Florida. In the event of any conflict between these Bylaws and the Charter Contract, the provisions of the Charter Contract shall prevail.
- 13.2 The Hernando County School Board of Directors shall have overall responsibility for ensuring the organization's adherence to the Charter Contract. The Board shall regularly review relevant aspects of the charter, monitor compliance efforts, and take appropriate action to address any instances of non-compliance.
- 13.3 Additionally, the Board of Directors will set policy for the Charter School, provide financial oversight, annually adopt and maintain an operating budget for the Charter School, exercise continuing oversight over the Charter School's operations, and communicate the vision of the Charter School to community members. The Board of Directors shall also supervise all officers and agents of the Charter School and to see that their duties are properly performed. The Board of Directors shall also set policies regarding educational philosophy, program and financial procedures, and will oversee assessment and accountability procedures to assure that the Charter School's student performance standards are met or exceeded.
- 13.4 Pursuant to the Charter Agreement, the Board of Directors shall appoint a parent liaison to facilitate parental involvement, provide access to information, assist parents and others with question and resolving disputes. The parent liaison must reside in the school district in which the Charter School is operating and may also be a member of the Board of Directors, an employee of the Charter School, or an individual contracted to represent the Board of Directors. If the Corporation has multiple charter schools in a school district, each charter school must have their own separate representative. The Board of Directors shall provide the parent liaison's contact information annually in writing to parents and posted on the Charter School's website.
- 13.5 All meetings and communications regarding the Charter School shall be subject to Florida's Sunshine Law.
- 13.6 The Board of Directors shall hold at least two public meetings per school year within the school district where the Charter Schools are located. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the school's operations. The Charter School principal or equivalent thereof must be present at each meeting.
- 13.7 Each director of the Board of Directors will be required to attend governance training and refresher courses as required by Section 1002.33, Florida Statutes, and Rule 6A-6.0784.
- 13.8 The Board of Directors shall retain a certified public accountant or auditor for the annual financial audit pursuant to Section 1002.345(a), Florida Statutes, who shall submit the report to the Board of Directors to review and approve the audit report including audit findings and recommendations for



the financial recovery plan.

- 13.9 Prior to any appointment to the Board of Directors, a member shall be fingerprinted pursuant to Section 1002.33(12)(g), Florida Statutes, with the cost being borne by the Corporation. Any members whose fingerprint check results warrant disqualification under the statute shall not be appointed to the Board.

#### **ARTICLE XIV** **DISSOLUTION OF THE CORPORATION**

Dissolution of the Corporation shall be in compliance with the laws of the State of Florida and those pertinent requirements and regulations of the Internal Revenue Service 501(c)(3) tax-exempt status and the U.S. Department of Health and Human Services Administration for Children and Families Office of Community Services.

#### **ARTICLE XV** **MEMBERS**

The Corporation is a non-member, not-for-profit corporation and, therefore, has no members.

AMENDMENT TO  
ARTICLES OF INCORPORATION  
FOR  
MID FLORIDA COMMUNITY SERVICES, INC.

WHEREAS, the Articles of Incorporation of MID FLORIDA COMMUNITY SERVICES, INC. were filed and approved by the Secretary of State of the State of Florida effective the 25<sup>th</sup> day of October, 1968, and have been subsequently amended from time to time; and,

WHEREAS, it is the intention of the Board of Directors of MID FLORIDA COMMUNITY SERVICES, INC. that the Articles of Incorporation of MID FLORIDA COMMUNITY SERVICES, INC. be amended, in accordance with the proposed amendments hereinafter set forth; and,

WHEREAS, MID FLORIDA COMMUNITY SERVICES, INC. has no members; and,

WHEREAS, the proposed amendments to the Articles of Incorporation of MID FLORIDA COMMUNITY SERVICES, INC. hereinafter set forth were approved and adopted, at a duly noticed meeting of the Board of Directors held on 14th October, 2015, by a majority of the directors then in office pursuant to Fla. Stat. §617.1002; and,

WHEREAS, the approval of the Secretary of State of the State of Florida of the proposed amended Articles of Incorporation is hereby requested.

NOW THEREFORE, the Articles of Incorporation of MID FLORIDA COMMUNITY SERVICES, INC. are hereby amended and restated as follows.

\*\*\*\*\*

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following amended and restated Articles of Incorporation.

**Article I**

The name of the corporation is Mid Florida Community Services, Inc.

**Article II**

The principal place of business is 820 Kennedy Boulevard, Brooksville, Florida 34601, or as otherwise reported to the Secretary of State of the State of Florida.



The mailing address of the corporation is Post Office Box 896, Brooksville, Florida 34605-7896, or as otherwise reported to the Secretary of State of the State of Florida.

### **Article III**

The corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as hereafter amended (the "Code"), or the corresponding provision of any future United States internal revenue law. Specifically, the corporation's purposes are to reduce poverty, revitalize low-income communities, and empower low-income individuals and families to become self-sufficient by:

- (a) Mobilizing resources directed to the elimination of poverty;
- (b) Administering the programs of the Community Services Block Grant and other state and federal grants in the counties of Hernando, Sumter, Pasco, Lake, Volusia, and Citrus, Florida;
- (c) Working and collaborating with low-income individuals and families, the public sector and the private sector to seek out, identify and eliminate the causes of poverty;
- (d) Educating the community to build awareness of and responsive to the needs and interests of the low-income, the elderly and the handicapped;
- (e) Enhancing individual opportunities of the low-income, the elderly and the handicapped;
- (f) Planning and developing a system of priorities among projects, activities and areas for the most effective and efficient use of available resources for the low-income, the elderly and the handicapped;
- (g) Developing housing affordable to low- and moderate-income persons in Hernando and Sumter Counties, and other counties in which Mid Florida provides other community services; and,
- (h) Serving the public interest by serving as an advocate for the needs of the low-income, elderly, and handicapped.

In pursuit of this purpose, the corporation shall conduct its activities primarily in the mid-Florida region, including Hernando, Sumter, Pasco, Lake, Volusia, and Citrus counties; however, the corporation may operate in such other geographic areas as it deems useful and expedient.

#### **Article IV**

The manner in which directors are elected or appointed is as provided for in the corporation's bylaws.

#### **Article V**

The name and Florida street address of the registered agent is:

The Hogan Law Firm  
20 So. Broad Street  
Brooksville, Florida 34601

#### **Article VI**

The name and address of the original incorporators are:

Mr. Leroy Goodson  
613 Woods Drive  
Brooksville, Florida

Mrs. Blanche Cambria  
906 Josephine Street  
Brooksville, Florida

Mr. Dewey Hendricks  
411 W. Hendricks Avenue  
Brooksville, Florida

Mrs. Mildred Sims  
306 Armstrong Avenue  
Brooksville, Florida

#### **Article VII**

The officer(s) and/or director(s) of the corporation are:

Chairman  
Tommy Blackmon  
106 N. Osceola Avenue  
Inverness, Florida 34450

Chief Executive Officer  
Michael J. Georgini  
Highway 301 So.  
Oxford, Florida 34434

Vice Chairman  
Doug Childers  
PO Box 491636  
Leesburg, Florida 34749

Chief Operating Officer  
Patricia Keelean  
820 Kennedy Boulevard  
Brooksville, Florida 34601

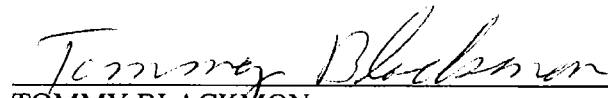
Secretary  
Jennene Norman-Vacha  
23139 Rattler Lane  
Brooksville Florida 34601


Chief Financial Officer  
Kris J. Bates, CPA  
820 Kennedy Boulevard  
Brooksville, Florida 34601



IN WITNESS WHEREOF, this Amendment and Restatement of Articles of Incorporation is hereby executed on behalf of MID FLORIDA COMMUNITY SERVICES, INC. by its Chairman and its Secretary this 14th day of October, 2015.

MID FLORIDA COMMUNITY SERVICES, INC.

  
\_\_\_\_\_  
TOMMY BLACKMON  
Chairman, Board of Directors

  
\_\_\_\_\_  
JENNENE NORMAN-VACHA  
Secretary, Board of Directors

**2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 715459

**Entity Name:** MID FLORIDA COMMUNITY SERVICES, INC.**Current Principal Place of Business:**820 KENNEDY BOULEVARD  
BROOKSVILLE, FL 34601**Current Mailing Address:**P.O. BOX 896  
BROOKSVILLE, FL 34605-7896 US**FEI Number:** 59-1235202**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**THE HOGAN LAW FIRM  
20 S BROAD STREET  
BROOKSVILLE, FL 34601 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title CHAIRMAN  
Name NOMAN VACHA, JENNENE  
Address 23139 RATTLER LANE  
City-State-Zip: BROOKSVILLE FL 34601

Title VC  
Name CHAMPION, STEVE  
Address 20 N. MAIN STREET  
ROOM 263  
City-State-Zip: BROOKSVILLE FL 34601

Title CFO  
Name BATES, KRIS J CPA  
Address 820 KENNEDY BOULEVARD  
City-State-Zip: BROOKSVILLE FL 34601

Title CEO  
Name KLINE, MATHEW  
Address 820 KENNEDY BOULEVARD  
City-State-Zip: BROOKSVILLE FL 34601

Title CCO  
Name HOMAN, STEVE  
Address 10430 CLAYMORE STREET  
City-State-Zip: SPRING HILL FL 34608

Title SECRETARY, TREASURER  
Name MOBLEY, BRENDA  
Address 11259 OLD CRYSTAL RIVER ROAD  
City-State-Zip: BROOKSVILLE FL 34601

Title CHIEF ADMINISTRATIVE OFFICER  
Name BECKER, LISA  
Address 4343 BIRT STREET  
City-State-Zip: BROOKSVILLE FL 34602

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** KRIS J. BATES

CFO

01/10/2025

Electronic Signature of Signing Officer/Director Detail

Date



**A. Item Currently Budgeted -**

Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		

Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		

**B. Item Currently Not Budgeted -\*\***

Funding Source		_____										
Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$	_____										

Funding Source		_____										
Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$	_____										

**C. History**

Check one:

**Prior Year Budget:****New for Current Year:**

Prior Year Approved Budget: \$ \_\_\_\_\_

Prior Year Actual Spent: \$ \_\_\_\_\_

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Workshop

---

**Agenda Item # 3. 26-3176**

7/29/2025

---

**Title and Board Action Requested**

Review and Tentative Approval of the Neola Policy - 9271 Personalized Education Program (PEP) Students

**Executive Summary**

The Assistant Superintendent of Business Services, on behalf of the Superintendent of Schools, hereby requests the Board to review and give tentative approval for the School Board policy update. The update is Section 9000 - Community Relations.

**My Contact**

Barbara Kidder  
Assistant Superintendent of Business Services  
(352)797-7000 ext. 403  
kidder\_b@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 4: Community Connection

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.





Book	Policy Manual
Section	NEW Policy 9271
Title	New Policy - Special Update - Sept 2024 - PERSONALIZED EDUCATION PROGRAMS (PEP) STUDENTS
Code	po9271 NEW POLICY fsj 1/23/25 dw 7/21/2025
Status	

### **New Policy - Special Update**

#### **9271 - PERSONALIZED EDUCATION PROGRAM (PEP) STUDENTS**

This policy identifies the opportunities available in the District for students enrolled in a Personalized Education Program (PEP).

#### **Definitions**

**Personalized Education Program** or **PEP**, as more fully defined in F.S. 1002.01, is a sequentially progressive instruction of a student directed by his/her parent to satisfy the attendance requirements of Florida law while registered with an eligible nonprofit scholarship-funding organization pursuant to F.S. 1002.395.

#### **PEP Student Participation in Certain District Activities**

In accordance with Florida law, PEP students may participate in certain activities associated with the District. These activities include, but are not necessarily limited to, the following:

- A. interscholastic extra-curricular student activities;
- B. dual enrollment programs;
- C. District virtual instruction programs;
- D. career and technical courses and programs when the student enrolls in a public school solely for career and technical courses and programs; and
- E. industry certifications, national assessments, and Statewide, standardized assessments offered by the District.

In compliance with Florida law, if a course is required for participation in an extra-curricular activity, students (including PEP students) must be allowed to enroll in the class, regardless of their full-time or part-time enrollment status.

As outlined in F.S. 1002.395, PEP students are responsible for procuring educational services. When a PEP student uses a scholarship for such services, the District is not obligated to provide a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act (IDEA).

#### **Exceptional Student Education (ESE)**

Parents of a student not enrolled in the District who suspect that their child may have a disability or may be gifted should (1) contact the District's ESE office and request that their child be tested and evaluated; or (2) contact the Florida Department of Education's (FLDOE's) Diagnostic and Resources System (FDLRS) and request that their child be

evaluated in accordance with State law. If requested to do so by a parent of a student suspected of having a disability or of being gifted, the District shall perform testing and evaluation services for the student.

If it is determined that a student meets eligibility requirements for ESE, his/her parent(s) may (1) enroll the child in the District so that the child may receive appropriate instruction and services as an ESE student, (2) choose to educate the child in a home education program, or (3) choose to access other educational options provided by Florida law. The District is not obligated to provide ESE instruction and services to PEP students.

If the parent of a child with a disability who is currently enrolled in a PEP chooses to enroll the child full time in the District, the District shall provide FAPE in accordance with the terms of Policy 2460 - *Exceptional Student Education*, the IDEA, Section 504 of the Rehabilitation Act of 1973, and any other applicable Florida and Federal laws.

## **X ] Contracting for Course Participation**

The District offers various opportunities for PEP students to pay to enroll in courses provided by the District for students in grades ~~6~~ through 12. Such students are not considered enrolled for Full-Time Equivalent (FTE) purposes and must arrange for payment of course fees via ~~their Education Savings Account (ESA) or~~ personal funds. Courses are offered on a space-available basis. PEP students who enroll in any District course shall be subject to the rules and expectations that apply to all other enrolled students. Failure to adhere to the School Board's rules and expectations may result in removal from a course(s) or discontinuation of services. Parents of students ~~and eligible students~~ desiring to participate in a course(s) offered by the Board must enter into a written contract with the Board.

The following identifies the Board's policies related to fees for participation in courses offered by the Board:

### A. Fee Structure

1. Determination of Fees: The fee for each course will be based on the cost for FTE student participation. This includes, but is not limited to, the cost of instructional materials, special resources, or technology required for the course. For students in PEP or Family Empowerment Scholarship for Unique Abilities (FES-UA) programs, course fees may not be reimbursed by the state; these costs must be covered by the parents ~~or eligible student through an ESA~~. Any additional fees, such as specific course materials or supplies, shall also be paid by the parents ~~or eligible student~~ prior to a student's enrollment and participation in the course.
2. PEP and FES-UA: Students enrolled in PEP programs may not generate FTE for State funding purposes as specified under F.S. 1002.395. Therefore, the District will bill parents ~~directly for course fees, or eligible student directly for course fees, or, alternatively, work with Step Up for Students or other nonprofit scholarship funding organizations to ensure payment is made via the student's ESA~~.

### B. Payment Requirements

1. Advance Payment: Parents ~~or eligible students~~ are required to pay all applicable fees prior to the student's enrollment in any course for which fees are charged, ~~unless the student's enrollment is facilitated through Step Up for Students or other eligible nonprofit scholarship funding organization pursuant to F.S. 1002.395~~.
2. Fee Payment Options:
  - a. ~~**In-Person Payments: Payments can be made in person at the school's administrative office through the following payment methods: (X) credit card, or (X) debit card, cash or (X) check.**~~
  - b. Payment Plans: Parents ~~or eligible students~~ may request a payment plan, which must be arranged prior to the student's enrollment. Payment plans will ensure full payment of fees before the course's mid-point.
  - c. ~~(-) Fee Waivers: Parents or eligible students experiencing financial hardship may apply for fee waivers or reductions based on eligibility for free or reduced price lunch programs or other financial need criteria. However, waivers may not apply to students enrolled under PEP or FES UA programs, where State or District funding is not applicable.~~  
~~ESAs: PEP and FES UA students can use their ESAs to cover course costs, and the District may bill directly or via scholarship organizations (i.e., Step Up for Students).~~
  - d. ~~ESAs: PEP and FES UA students can use their ESAs to cover course costs, and the District may bill directly or via scholarship organizations (i.e., Step Up for Students).~~
  - e. Online Payment Portal: ~~Online Payment Portal: Parents may use the school's secure online payment system to make course fee payments.~~ Online Payment Portal: Parents must use the school's RevTrak secure online payment system to make course fee payments.



### C. Communication of Fees

1. Course fees will be communicated to parents ~~or eligible students~~ at the time of registration. The information will be transparent and easily accessible through the school's website, registration materials, and direct communications.
2. Parents ~~and eligible students~~ will receive an itemized receipt upon payment of fees, ~~and the process for payment via ESA or other scholarship accounts will be clearly communicated for PEP and FES-UA students.~~
3. The Board shall annually establish the per course fee for high-school and middle-school classes based on the cost that would be associated with a FTE student's participation in each course, in compliance with Florida law. ~~For participation in the elementary school program, the rate associated with participation will be ( ) based on an hourly rate for inclusion in the school day ( )~~.

### D. Non-Payment Consequences

1. Students, including those in PEP or part-time enrollment, may not be fully enrolled in any course requiring a fee until payment has been made. ~~or a payment plan or waiver has been approved.~~
2. If payment is not received by the designated deadline, the student's registration for the course may be canceled. ~~However, students enrolled in courses required for participation in extra-curricular activities cannot be denied enrollment based on inability to pay in accordance with Florida law.~~

### E. Refunds

Any refund will be processed in accordance with the applicable contract for course enrollment. ~~Refunds will not be granted if students fail to attend a course within the first 5 days of the start of the course.~~ Refunds may only be granted within the first five (5) days of the start of the course.

### **Compliance with Florida Law**

This policy is designed to comply with relevant Florida statutes, including F.S. 1002.20 (rights and responsibilities), F.S. 1006.28 (adequate instructional materials), F.S. 1002.395 (PEP guidelines), and F.S. 1002.44 (part-time enrollment). The District is committed to providing each student the opportunity to enroll in any course due to financial hardship, especially when the course is required for participation in extra-curricular activities or academic programs, as per Florida law and guidance from the FLDOE.

© Neola 2024

Legal                    [F.S. 1002.01](#)  
                              [F.S. 1002.20](#)  
                              [F.S. 1002.395](#)  
                              [F.S. 1002.41](#)  
                              [F.S. 1002.44](#)  
                              [F.S. 1006.28](#)

**Last Modified by Maria Cain on July 21, 2025**

PEP Scholarships

Basic FTE Student Cost Per Course				
Grade	FEFP	Survey 2 Funding per Course	Survey 3 Funding per Course	Survey 2 & 3 Funding Total Per Course
6th - 8th	102	687.26	687.26	1374.52
9th - 12th	103	697.22	697.22	1394.44

ELL FTE Student Cost Per Course				
Grade	FEFP	Survey 2 Funding per Course	Survey 3 Funding per Course	Survey 2 & 3 Funding Total Per Course
6th -8th	130	775.91	775.91	1551.82
9th - 12th	130	800.91	800.91	1601.82

CTE FTE Student Cost Per Course				
Grade	FEFP	Survey 2 Funding per Course	Survey 3 Funding per Course	Survey 2 & 3 Funding Total Per Course
CTE 6-8	300	730.78	730.78	1461.56
CTE 9-12	300	755.78	755.78	1511.56

ESE FTE Student Cost Per Course				
Grade	FEFP	Survey 2 Funding per Course	Survey 3 Funding per Course	Survey 2 & 3 Funding Total Per Course
6th - 8th	251	687.26	687.26	1374.52
6th - 8th	252	687.26	687.26	1374.52
6th - 8th	253	687.26	687.26	1374.52
9th - 12th	251	697.22	697.22	1394.44
9th - 12th	252	697.22	697.22	1394.44
9th - 12th	253	697.22	697.22	1394.44
ESE Level 4 (Gr 6-12)	254	2138.97	2138.97	4277.94
ESE Level 5 (Gr 6-12)	255	3457.95	3457.95	6915.90



**A. Item Currently Budgeted -**

Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		

Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		

**B. Item Currently Not Budgeted -\*\***

Funding Source		_____										
Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$	_____										

Funding Source		_____										
Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$	_____										

**C. History**

Check one:

**Prior Year Budget:****New for Current Year:**

Prior Year Approved Budget: \$ \_\_\_\_\_

Prior Year Actual Spent: \$ \_\_\_\_\_

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Workshop

---

**Agenda Item # 4. 26-3159**

7/29/2025

---

**Title and Board Action Requested**

Presentation on the 2024-2025 School and District State Assessment Data

**Executive Summary**

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board to review the presentation on the 2024-2025 School and District State Assessment data. This presentation outlines the components of our school grade model, as well as, subgroup data.

**My Contact**

Gina Michalicka

Assistant Superintendent of Teaching and Learning

352-797-7000, ext. 70442

Michalicka\_g@hcsb.k12.fl.us

Jen Merschbach

Director of Data, Research and Accountability

352-797-7000, ext. 70465

Merschbach\_j@hcsb.k12.fl.us

Tiffany Howard

Director of Elementary Curriculum

352-797-7000, ext. 70433

Howard\_t@hcsb.k12.fl.us

John Morris

Director of Secondary Curriculum

352-797-7000, ext. 70443

Morris\_j@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 1: Student Success

**Financial Impact**

The cost of this agenda item is \$0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.



# HERNANDO SCHOOL DISTRICT

Jennifer Merschbach  
Director of Research and Accountability

Kristy Imhof  
Supervisor of Assessment and Accountability

## School Grades 2024-2025



# 2024-2025 SCHOOL GRADES MODEL



English Language Arts	Mathematics	Science	Social Studies	Graduation Rate	Acceleration Success
Achievement (0% to 100%)	Achievement (0% to 100%)	Achievement (0% to 100%)	Achievement (0% to 100%)	4-Year Graduation Rate (0% to 100%)	Middle School (0% to 100%)
Grade 3 Achievement (0% to 100%)	Learning Gains (0% to 100%)				High School (0% to 100%)
Learning Gains (0% to 100%)	Learning Gains of the Lowest 25% (0% to 100%)				
Learning Gains of the Lowest 25% (0% to 100%)					

## Grading System Focuses

- Achievement
- Learning gains
- Graduation
- Acceleration Success
- Maintaining a focus on students who need the most support

## DISTRICT MODEL



# SCHOOL GRADES MODEL



	District 1200 Points	Elementary Schools 800 Points	Middle Schools 900 Points
<b>A</b>	64% or Higher 768 Points	62% or Higher 496 Points	64% or Higher 576 Points
<b>B</b>	57% to 63% 684 Points	54% to 61% 432 Points	57% to 63% 513 Points
<b>C</b>	44% to 56% 528 Points	41% to 53% 328 Points	44% to 56% 396 Points
<b>D</b>	34% to 43% 408 Points	32% to 40% 256 Points	34% to 43% 306 Points
<b>F</b>	33% or less <408 Points	31% or less <256 Points	33% or less <306 Points

# SCHOOL GRADES MODEL



	High Schools 1000 Points	Combination Schools K-8s 1000 Points	eSchool 600 Points
A	64% or Higher 640 Points	64% or Higher 640 Points	64% or Higher 384 Points
B	57% to 63% 570 Points	57% to 63% 570 Points	57% to 63% 342 Points
C	44% to 56% 440 Points	44% to 56% 440 Points	44% to 56% 264 Points
D	34% to 43% 340 Points	34% to 43% 340 Points	34% to 43% 204 Points
F	33% or less <340 Points	33% or less <340 Points	33% or less <204 Points



# Florida School Grades

School Grade Year	Achievement					Learning Gains				Acceleration		Graduation	Total Points	School Grade
	Grade 3 English Language Arts Achievement	English Language Arts Achievement	Mathematics Achievement	Science Achievement	Social Studies Achievement	English Language Arts Learning Gains	English Language Arts Learning Gains Lowest 25%	Mathematics Learning Gains	Mathematics Learning Gains Lowest 25%	Middle School Acceleration	College & Career Acceleration 2023-2024	Graduation Rate (2023-2024)		
2024 to 2025	+3	+4	+5	+3	+5	+2	+3	+3	-2	+2	+6	-1	+33	
2025	59	54	54	55	69	56	57	55	55	69	65	88	736 (61%)	B
2025 Goal	57	53	56	56	69	56	56	57	54	70	63	88	733(61%)	B
2024	56	50	49	52	64	54	54	52	57	67	59	89	703(59%)	B
2023	N/A	46	47	53	60	N/A	N/A	N/A	N/A	63	48	89	406(58%)	B
2022	N/A	49	51	51	65	49	42	53	49	67	53	89	620(56%)	B

A-64% of points or greater (768), B-57% to 63% of points (684), C-44% to 56% of points (528), 34% to 43% of points (408), 33% of points or less (<408)

# ADVANCED PLACEMENT COLLEGE CREDIT-QUALIFYING SCORES



## Growth Districtwide

Hernando County Schools are proud to announce a remarkable increase in the percentage of Advanced Placement (AP) exams earning college credit-qualifying scores.

- In 2025, 48% of all AP exams taken by Hernando County students earned a score of 3 or higher, up from 39% in 2024. This growth reflects the dedication of our students, teachers, and school leaders to academic excellence and college readiness.
- In total, **2,225 students** took **2,905 AP exams** in 2025, compared to **2,214 students** and **2,885 AP exams** in 2024

## Growth by School



CENTRAL  
HIGH SCHOOL

saw a 12% increase in college-qualifying credit



F.W. SPRINGSTEAD  
HIGH SCHOOL

saw a 13% increase in college-qualifying credit



HERNANDO  
HIGH SCHOOL

saw a 10% increase in college-qualifying credit



NATURE COAST  
TECHNICAL HIGH SCHOOL

saw a 12% increase in college-qualifying credit



WEEKI WACHEE  
HIGH SCHOOL

saw a 6% increase in college-qualifying credit

# HERNANDO COUNTY SCHOOLS DISTRICT GRADE

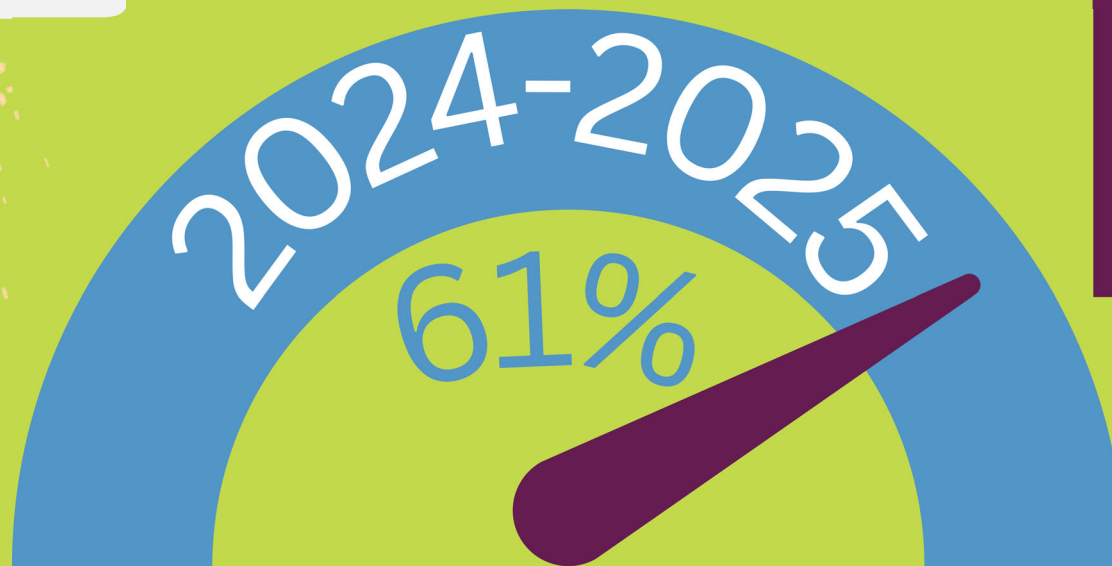


**B** 2020-2021  
55%

**B** 2021-2022  
56%

**B** 2022-2023  
58%

**B** 2023-2024  
59%



**B**



# DISTRICT 2024-2025 CELEBRATIONS



**ELA**  
**Achievement**  
Increased by  
4%

**Math**  
**Achievement**  
increased by  
5%

**Social**  
**Studies**  
increased  
by 5%

**Science**  
**Achievement**  
increased by  
3%

**Grade 3 ELA**  
**Achievement**  
Increased by  
3%

**Percent of**  
**Points**  
increased by  
2% (33 points)

**District Grade**  
**Maintained a B!**

# DISTRICT 2024-2025 CELEBRATIONS



College &  
Career  
Acceleration  
by 6%

Math  
Learning  
Gains  
increased  
by 3%

MS  
Acceleration  
increased by  
2%

ELA Learning  
Gains  
increased by  
2%

ELA Learning  
Gains Lowest  
25%  
increased by  
3%

# SCHOOLS MAINTAINING SCHOOL GRADE





# SCHOOLS MAINTAINING SCHOOL GRADE



WWHS

NCTHS

SHS

SES

WHMS

# SCHOOLS IMPROVING A FULL LETTER GRADE



PMS

**B**



**C**

DSPMS

**B**



**C**

CHS

**B**



**C**

PGES

**B**



**C**



**MOVING ON UP!!!!**

# SCHOOLS IMPROVING A FULL LETTER GRADE



WWK8

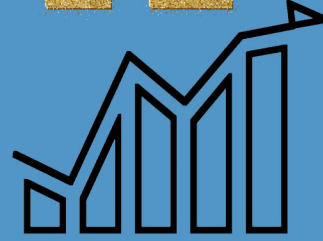
B



C

BEST

A



C



MOVING ON UP!!!!



# CELEBRATE

## **Total Possible Points**

**SES +54**  
**DSPMS +95**  
**FCMS +76**  
**PMS +57**  
**WWK8 +79**  
**BEST +197**

## **Science Achievement**

**SES +12**  
**SHS +10**

## **3rd Grade ELA Achievement**

**CES +10**  
**EES +15**  
**PGES +11**  
**GCES +15**

## **Math Achievement**

**PGES +13**  
**SES +10**  
**DSPMS +10**  
**FCMS +12**  
**PMS +13**  
**CHS +11**  
**BEST +20**

## **ELA Achievement**

**DSPMS +12**  
**FCMS +11**  
**BEST +10**

## **Social Studies Achievement**

**DSPMS +17**  
**FCMS +20**  
**PMS +11**  
**WWK8 +19**  
**BEST +13**

# CELEBRATE

## **ELA Learning Gains**

**DSPMS +10**

**FCMS +14**

**BEST +19**

**Endeavor +17**

## **ELA Learning Gains Lowest 25%**

**DSPMS +18**

**CHS +11**

**BEST +48**

**GCES +12**

## **Math Learning Gains**

**FES +10**

**MES +14**

**SES +11**

**FCMS +11**

**PMS +11**

**BEST +37**

## **Math Learning Gains Lowest 25%**

**MES +20**

**BEST +19**

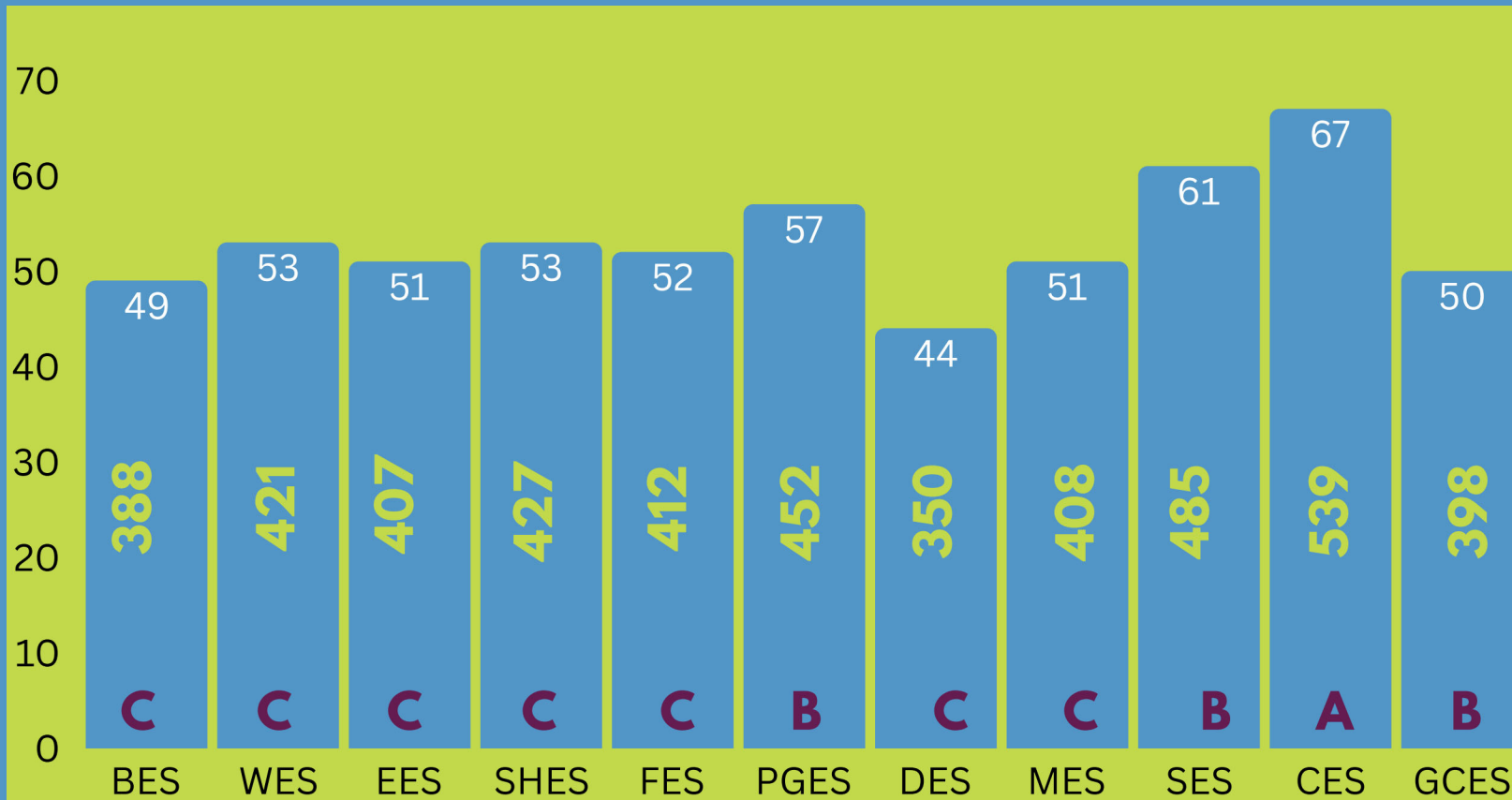
# CELEBRATE

**• Middle School Acceleration**  
**WWK8 +21**  
**BEST +34**

**College & Career Acceleration**  
**WWHS +19**  
**NCTHS +11**



# ELEMENTARY SCHOOLS



800 Total Possible Points

62%+ (496)	A
54% to 61 (432)	B
41% to 53 (328)	C
32% to 40%(256)	D
31% or less (<256)	F

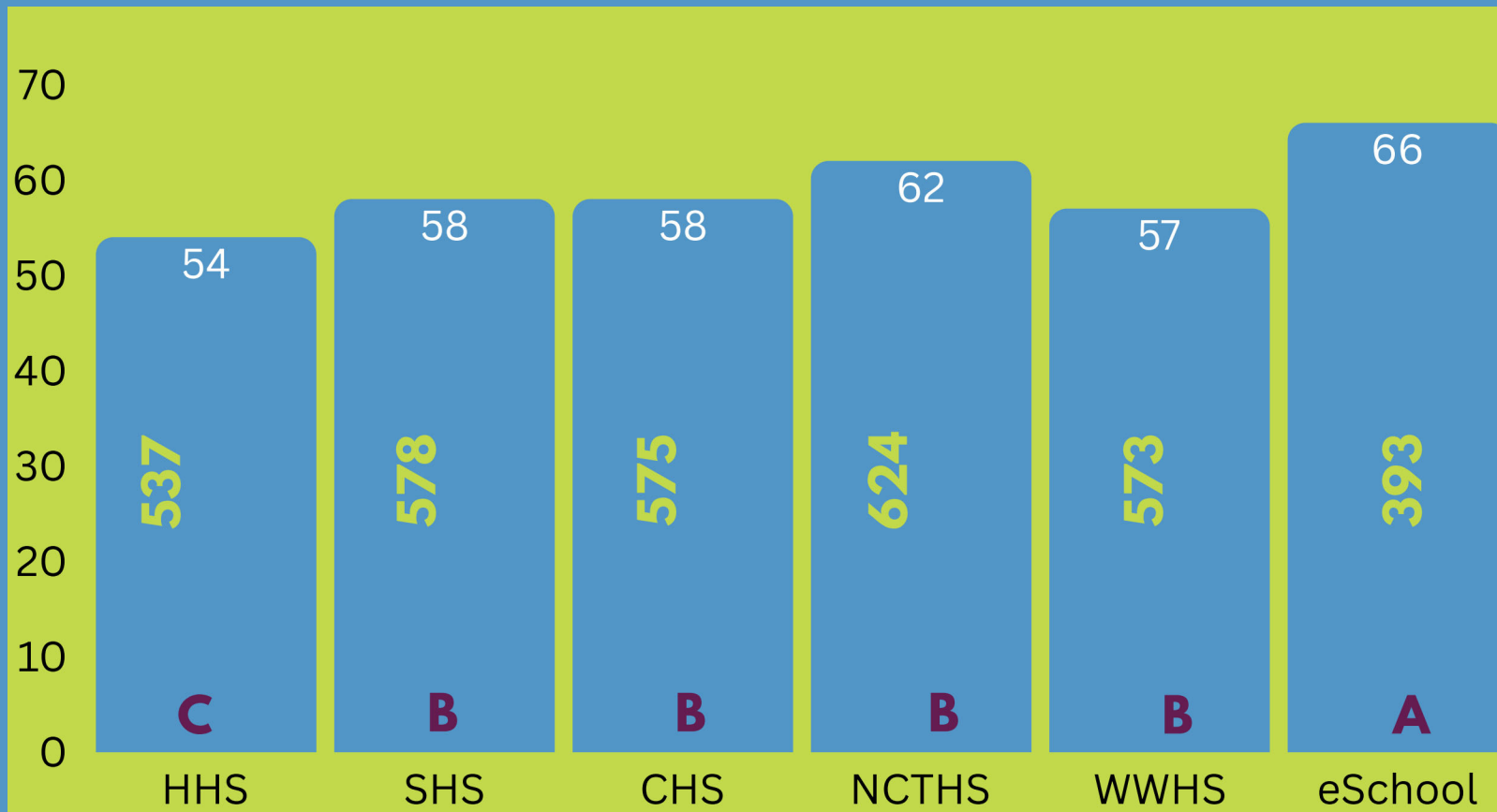
# MIDDLE SCHOOLS



900 Total Possible Points

64%+ (576)	A
57% to 63% (513)	B
44% to 56 (396)	C
34% to 43% (306)	D
33% or less (<306)	F

# HIGH SCHOOLS

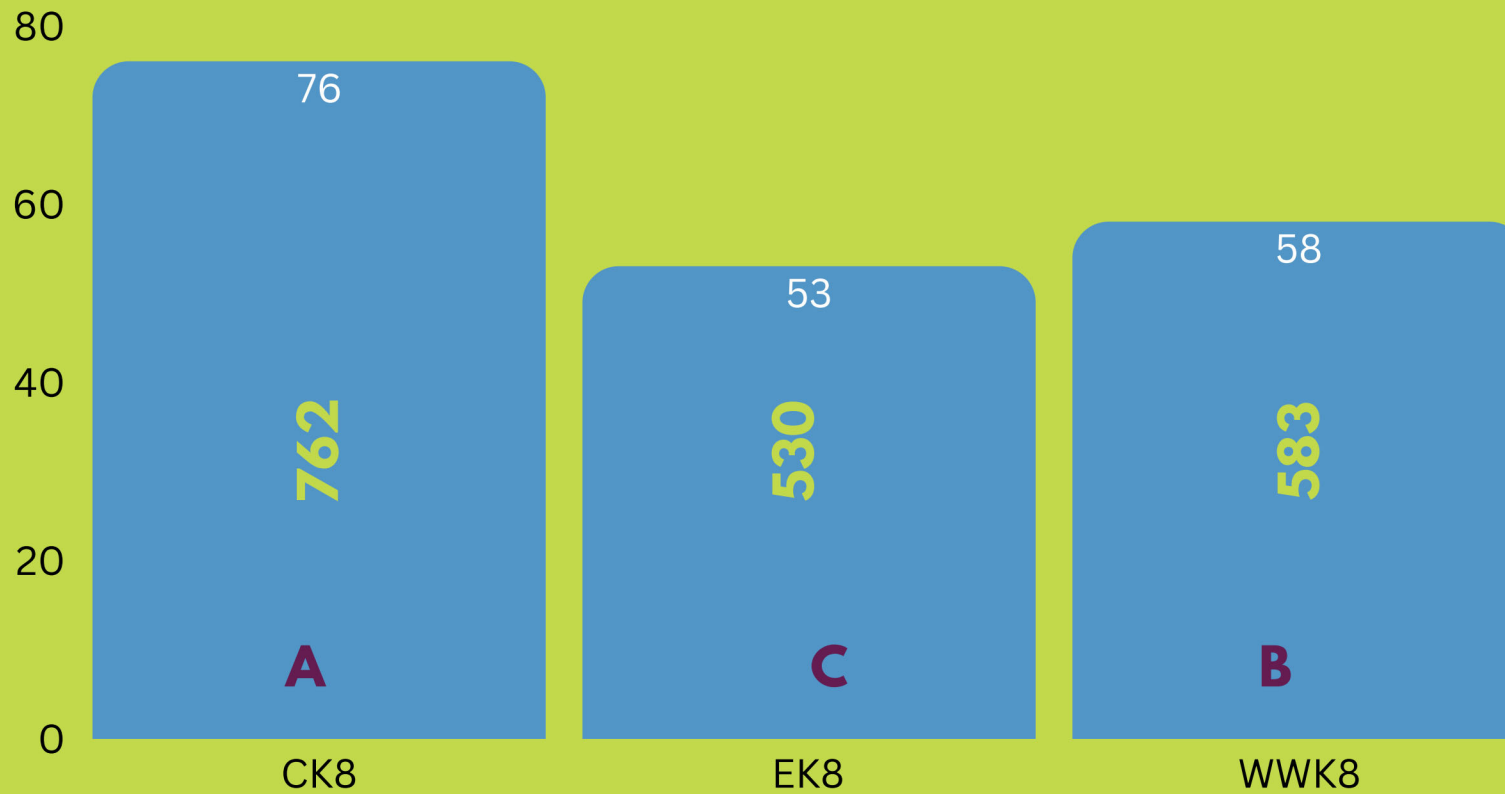


64%+ (640)	A
57% to 63% (570)	B
44% to 56 (440)	C
34% to 43% (340)	D
33% or less (<340)	F

1000 Total Possible Points (eSchool 600 points)



# COMBINED SCHOOLS



64%+ (640)	A
57% to 63% (570)	B
44% to 56 (440)	C
34% to 43% (340)	D
33% or less(<340)	F

1000 Total Possible Points

# School Grade Components

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2024 to 2025
Grade 3 ELA Achievement	N/A	N/A	N/A	56	59	+3
ELA Achievement	50	49	46	50	54	+4
ELA Learning Gains	46	49	N/A	54	56	+2
ELA Learning Gains Lowest 25%	38	42	N/A	54	57	+3
Math Achievement	50	51	47	49	54	+5
Math Learning Gains	42	53	N/A	52	55	+3
Math Learning Gains Lowest 25%	39	49	N/A	57	55	-2
Science Achievemet	53	51	53	52	55	+3
Social Studies Achievement	65	65	60	64	69	+5
Middle School Acceleration	69	67	63	67	69	+2
College & Career Acceleration	59	53	48	59	65	+6
Graduation Rate	92	91	89	89	88	-1
Total Possible Points	603	620	406	703	736	+33
Percent of Points	55% (B)	56% (B)	58% (B)	59% (B)	61% (B)	+2%
District Grade	B	B	B	B	B	B

# FEDERAL PERCENT POINT OF INDEX

## ALL SUBGROUPS ABOVE 41%







# 2025 Federal Percent of Points Index

School Number	School Name	White	Black	Hispanic	Asian	Multi-Racial	Students with Disabilities	Economically Disadvantaged	English Language Learners
52	BROOKSVILLE ELEMENTARY SCHOOL	48	37	59		43	25	42	
251	CENTRAL HIGH SCHOOL	58	52	58	40	65	47	55	53
371	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATH	77	74	73	92	75	52	73	76
341	CHOCACHATTI ELEMENTARY SCHOOL	68	68	64		79	46	64	
241	D. S. PARROTT MIDDLE SCHOOL	58	49	59		61	38	55	48
261	DELTONA ELEMENTARY SCHOOL	45	38	44		42	25	42	44
171	EASTSIDE ELEMENTARY SCHOOL	52	39	57		68	40	51	48
381	EXPLORER K-8	55	40	54		56	34	51	46
202	FOX CHAPEL MIDDLE SCHOOL	55	41	52		52	42	53	46
181	FRANK W. SPRINGSTEAD HIGH SCHOOL	60	55	54	81	51	38	53	47
7004	HERNANDO ESCHOOL VIRTUAL FRANCHISE	66							
51	HERNANDO HIGH SCHOOL	56	48	50		57	40	50	39
231	JOHN D. FLOYD ELEMENTARY SCHOOL	53	36	53		43	36	51	50
271	MOTON ELEMENTARY SCHOOL	55	39	53		54	30	49	63
351	NATURE COAST TECHNICAL HIGH	66	65	54	88	64	43	57	58
252	PINE GROVE ELEMENTARY SCHOOL	57	63	59		53	41	55	64
221	POWELL MIDDLE SCHOOL	61	53	58	70	63	37	57	50
211	SPRING HILL ELEMENTARY SCHOOL	56	48	55		56	33	52	54
321	SUNCOAST ELEMENTARY SCHOOL	60	65	60		64	44	59	55
391	WEEKI WACHEE HIGH SCHOOL	60	54	54		53	42	55	45
253	WEST HERNANDO MIDDLE SCHOOL	62	54	63	59	65	43	59	56
161	WESTSIDE ELEMENTARY SCHOOL	50	56	51		52	40	51	43
392	WINDING WATERS K-8	59	50	61		46	33	52	49



HERNANDO  
SCHOOL DISTRICT

---



Learn it. Love it. Live it.  
[WatchUsLiveIt.org](http://WatchUsLiveIt.org)

**A. Item Currently Budgeted -**

Account Name		<u>No Financial Impact</u>										
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

Account Name												
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

**B. Item Currently Not Budgeted -\*\***

Funding Source												
Account Name												
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$											

Funding Source												
Account Name												
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$											

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***





# Hernando School District

## School Board Workshop

---

**Agenda Item # 5. 26-3178**

7/29/2025

---

**Title and Board Action Requested**

Review and grant tentative approval of the Mutual Aid Agreement between Hernando County and The School Board of Hernando County, Florida for emergency shelter operations.

**Executive Summary**

The Assistant Superintendent of Business and Support Operations, on behalf of the Superintendent of Schools, hereby requests the Board review and grant tentative approval of the Mutual Aid Agreement between Hernando County and the School Board of Hernando County, Florida for emergency shelter operations.

**My Contact**

Barbara Kidder  
Assistant Superintendent of Business and Support Operations  
(352) 797-7000 ext. 403  
Kidder\_b@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Other

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

MUTUAL AID AGREEMENT BETWEEN HERNANDO COUNTY AND THE SCHOOL  
BOARD OF HERNANDO COUNTY, FLORIDA FOR EMERGENCY SHELTER  
OPERATIONS

THIS AGREEMENT is made and entered into by HERNANDO COUNTY, (hereinafter referred to as "County") a political subdivision of the State of Florida and the SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, (hereinafter referred to as "School Board") collectively referred to as "Parties."

**WHEREAS**, the County's Emergency Management Division is a Local Emergency Management Agency pursuant to Chapter 252, Florida Statutes, created to discharge the emergency management responsibilities and functions of a political subdivision, *Statutes* and therefore has the responsibility for Emergency Management for the County; and

**WHEREAS**, the County is dedicated to providing emergency services to all general population residents, special needs residents, tourists, and visitors of Hernando County, Florida, before, during and after a potential hurricane or other disaster; and

**WHEREAS**, the School Board is dedicated to its primary function of providing educational programs for students; and

**WHEREAS**, the School Board has numerous school facilities designed and constructed to serve as educational facilities; and

**WHEREAS**, both entities find and declare that Hernando County, FL, is vulnerable to a wide range of emergencies, including natural, technological, and manmade disasters, all of which threaten the life, health, and safety of its people; damage and destroy property; disrupt services and everyday business and recreational activities; and impede economic growth and development. Both entities further find that this vulnerability is exacerbated by the tremendous growth in the County's population, especially the growth in the number of persons residing in coastal areas, in the elderly population, in the number of seasonal vacationers, and in the number of persons with special needs;

**WHEREAS**, it the intent of both entities to reduce the vulnerability of the people and property of this state; to prepare for efficient evacuation and shelter of threatened or affected persons; to prepare for and efficiently respond to public health emergencies; and to provide for the coordination of activities relating to emergency preparedness, response, recovery, and mitigation among and between agencies and officials of this County; and

**WHEREAS**, pursuant to Section 1013.372, Florida Statutes, the County must prepare and submit a statewide emergency shelter plan. The plan must identify the general location and square footage of existing shelters, general location, square footage, types of public facilities that should be constructed to comply with emergency-shelter criteria, and recommend available sources of funding for the additional cost of constructing emergency shelters within these public facilities; and

**WHEREAS**, in furtherance of the County's Comprehensive Emergency Management Plan, the County and the School Board desire to cooperate in the interest of public safety by providing facilities and necessary personnel to staff such facilities, supplies, transportation assistance for evacuations and sites for the collection of animals, following a disaster; and

**WHEREAS**, pursuant to Section 252.38 (1)(d), Florida Statutes, during a declared state or local emergency, and upon the request of the director of a Local Emergency Management Agency, the School Board shall participate in emergency management by providing School Board school facilities and necessary personnel to staff such emergency shelter facilities; and

**WHEREAS**, the County and the School Board, together constituting the "Parties" to this Agreement, mutually desire that the School Board make available certain School Board facilities for emergency shelters and the personnel to staff such shelters; and

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **Section 1. RECITALS**

1. The above "Whereas" clauses shall be incorporated into this Agreement and are evidence of the intent of the Parties entering into this Agreement.
2. The Parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

#### **Section 2. PURPOSE**

1. The purpose of this Agreement is to provide for cooperation and coordination between the County and the School Board in carrying out joint responsibility to serve the citizens of Hernando County during disasters or enemy attack, by providing facilities, equipment, personnel, transportation and food service for the evacuation and sheltering of citizens in preparation for or following a disaster. Identification of sites for the collection of animals following a disaster is also covered under the terms of this Agreement.
2. The purpose of this Agreement is for the County and the School Board to determine available and appropriate School Board facilities to be used as emergency shelters; the need for new school facility construction and upgrades to current facilities used for emergency shelters to the ICC 500 Standard for Enhanced Hurricane Protection Areas, for the statutorily required hardening of School Board facilities; and reimbursement for use, damages, and staffing of School Board facilities as emergency shelters.

#### **Section 3: DEFINITIONS**

1. Agreement: This Agreement, together with all exhibits, amendments, and modifications hereto.



2. County Regulations: Adopted County rules, regulations, resolutions, and ordinances governing the use of County Facilities.
3. Disaster: As defined in Section 252.34, Florida Statutes.
4. Effective Date: The effective date begins after the Agreement has been properly approved and signed by both the County and the School Board, and upon being duly filed with the Clerk of the Court of Hernando County.
5. Emergency: As defined in Section 252.34, Florida Statutes.
6. Emergency Support Function (ESF) Staff: Staff supporting the Emergency Operation Center stationed in the Emergency Operations as a support function. School Board Staff are assigned to ESF#1 Transportation and ESF#6 Mass Care.
7. Incident Action Plan (IAP): The local agency creates a plan for each operational period and documents the entire life cycle of the event. The IAP establishes the Incident Commander's goals and objectives, and provides a brief description of what has occurred, what is currently occurring, and what is projected to occur. The IAP addresses basic assumptions regarding the incident, and alternative strategies and outcomes.
8. Local Emergency Management Agency: As defined in Section 252.34, Florida Statutes.
9. Hernando County Emergency Operations Center ("EOC"): The local agency for coordination of emergency response and recovery activities throughout Hernando County. When activated for an emergency, the EOC is staffed with key personnel from first responder agencies, emergency relief organizations, County departments, municipalities, utility companies, media, and other essential agencies. The EOC assists with preparation for an emergency; monitors emergency levels through the Emergency Dispatch Center and the State EOC Watch Office; and develops, coordinates, and operates County-wide programs during large-scale disasters.
10. Hernando County Comprehensive Emergency Management Plan: The local emergency plan that is in place for Hernando County. The plan contains processes, procedures, and tools put in place to prevent, prepare for, respond to, recover from, and mitigate against hazards, disasters, and emergencies.
11. Manager/Administrator: The County Manager/Administrator of Hernando County or his/her designee.
12. School Board Policies: Adopted School Board policies, rules, and regulations governing the use of School Board Facilities.
13. School Facilities: Buildings and properties owned and maintained by the School Board.

14. State of Emergency: An emergency that is declared by executive order or proclamation by the Governor of the State when there is an imminent threat of danger.
15. State of Local Emergency: An emergency declaration by the County in accordance with Hernando County Ordinance Article XII Section 21-201, or future revisions adopted by the County.
16. Superintendent: The Superintendent of the School District of Hernando County or his/her designee.

#### **Section 4: TERM**

1. Term of Agreement. The initial term of this Agreement shall commence on the date of execution and shall be for five (5) years. After the initial term, the School Board and the County may renew upon written mutual agreement of the parties for up to two (2) additional five (5) year terms upon ninety (90) days' notice to the other party. The terms, covenants, and conditions of this Agreement, as the same may be modified in writing, from time to time, shall continue to be in effect during each such renewal term.
2. Effective Date: This Agreement shall take effect after it has been properly approved and signed by both the County and the School Board, and upon being duly filed with the Clerk of the Court of Hernando County.
3. Agreement Review: The Superintendent and/or Department Designee and Manager and/or designee, shall meet at least once a year, or as needed, to examine the terms of this Agreement. Except as otherwise provided herein, this Agreement shall only be amended by formal action of both the School Board and County.
4. Right of Termination: Except for default of this Agreement, either party may terminate this Agreement at any time without cause upon ninety (90) days' written notice to the other party.
5. Right of Termination with Cause: This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms, through no fault of the party initiating the termination.
6. Termination: In the event of termination, the School Board shall continue to provide all assistance to the County required by FSS 252.38(1)(d), and other applicable law.

#### **Section 5: PREPAREDNESS/EXERCISES/TRAINING**

1. Both parties agree to:
  - A. Plan and exchange information regarding preparedness for disaster operations.

- B. Agree to split the cost of any associated emergency/disaster preparedness training or exercises. Hernando County Emergency Management may expend grant funding for such costs as allowable under state and federal grant guidelines. Personnel cost associated with training will stay with the respective entity.
- C. Annually conduct at least one mutual shelter training exercise.
- D. Annually conduct a walk through with each Special Needs, Pet Friendly, and General Population shelter incorporating the Florida Department of Health, Animal Services, HCSO Animal Control respectively or other County/NGO's as necessary.

## **Section 6: DUTIES OF COUNTY**

1. The COUNTY, through its Department of Public Safety, agrees to:
  - A. Determine shelter needs and priorities regarding facilities, supplies, staffing, and transportation.
  - B. Work with the School Board to establish the necessary communication resources needed to coordinate the use of School Board assistance. The County agrees, at its expense, to procure, install and maintain amateur radio equipment (including antennas) at School Board facilities that are utilized as emergency public shelters and other facilities utilized by the County during a state of emergency.
  - C. With the concurrence of the School Board, or its designated representative at the Hernando County Emergency Operations Center ESF#1 ("EOC"), determine emergency transportation needs, including the potential use of School Board fuel and fueling sites.
  - D. Identify pick up, drop off, and staging locations for transportation.
  - E. Identify emergency transportation priorities in cooperation with the School Board.
  - F. Provide the School Board with as much advanced notice as possible.
  - G. Assist the School Board with the coordination of bus resources, including school bus drivers, to meet emergency transportation needs.
  - H. Provide fuel trucks and licensed drivers for the purpose of obtaining and transporting fuel and food to School Board sites and to County generators at such sites and other facilities utilized by the County during a State of Local Emergency.
  - I. Conduct training activities annually, including training staff on supervising a shelter facility in the event of a hurricane or natural disaster. The School Board agrees to support training activities in furtherance of the purposes of this Agreement to be



conducted annually, as the Parties recognize that training is essential to successfully assist the people of Hernando County in an emergency or disaster.

- J. Provide any information requested by the School Board in support of completing the project worksheets ("PW") to provide to FEMA for approval.
- K. Provide a minimum of two Emergency Support Function seats within Hernando County Emergency Operations Center (EOC) for the School Board representatives.
- L. Work with the Hernando County Sheriff's Office to designate and staff a separate shelter location for registered sex offenders/predators that is not on School District property to the best degree possible.
  - a. Pursuant to Hernando County Ordinance Article XIV 21-237: If an emergency shelter location designated for sex offenders is not available, the sex offender must immediately upon entering a general public emergency shelter notify a law enforcement officer on duty and the individuals operating the shelter. Law enforcement or shelter operators will house sex offenders in a specific location within the emergency shelter, where the sex offender must remain at all times.
- M. Ban firearms, weapons, alcohol, and illegal drugs from all shelters. Firearms and weapons can be stored in private vehicles parked in the parking lot, so long as they are secured from the emergency shelter site and unloaded.
- N. Provide technology in support of efficient communications from EOC to the School Board to the maximum extent possible.
- O. Cooperate with the designated shelter facility manager.
- P. Provide personal comfort supplies for unprepared evacuees if not available from existing school supplies to the extent possible.
- Q. Provide appropriate medical and personal care staff at all opened shelters to the best extent possible.
- R. Coordinate public announcements of shelter opening with Director of Communications or designee of the School Board.
- S. Coordinate shelter evaluation surveys of existing and new school facilities to determine the suitability for use as an emergency shelter.
- T. Work with the Hernando County Department of Health to provide basic medical supplies and oxygen at shelters designated with Special Needs.
- U. Staff the designated pet friendly shelter with Animal Services personnel or volunteers and provide pet provisions or services to the best extent possible. Work

with the Hernando County Sheriff's Office (HCSO) Animal Control Officers to assist, when possible and determined by the HCSO, with staffing of pet friendly shelters.

V. Abide by FSS 252.3568, "Emergency sheltering of persons with pets."

W. The only animals admitted will be cats, dogs, and other non-venomous domesticated species. For more information, see the Hernando County Comprehensive Emergency Management Plan,

X. Notwithstanding the School Board's duty to maintain School Board facilities designated as emergency public shelters, the County will conduct a joint analysis with the School Board of newly constructed School Board facilities and existing School Board facilities to ascertain the suitability of such facilities as emergency public shelters. At the annual meeting, hurricane upgrade needs will be established for new and existing schools. The County and School Board will determine and mutually agree upon these improvements. The County and School Board will follow all Federal, State, and local guidelines to appropriately source funding to be used for these upgrades.

Y. Upgrade needs are contingent upon the availability of funding, availability of materials, equipment, and supplies that either improve the use of or increase the capacity to: School Board facilities to serve as emergency public shelters, to include, but not be limited to: shutters or other code-approved window protection, emergency power connections, and emergency generators.

## **Section 7: DUTIES OF SCHOOL BOARD**

1. The School Board will:

A. During a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and necessary personnel to staff such facilities. Each school board providing transportation assistance in an emergency evacuation shall coordinate the use of its vehicles and personnel with the local emergency management agency as outlined in FSS 252.38.

B. The School Board agrees that after meeting its responsibilities to pupils, it will permit upon request of the County, the use of a specific, mutually agreed upon list of School Board facilities, which will be provided by June 1st of each year to the County as emergency shelters in advance of a potential emergency and during and after an emergency. This list may be subject to change; based on availability, maintenance, and other factors.

C. Provide existing equipment as needed and/or available to emergency shelters.

D. Provide personnel to include designated shelter manager for each open shelter.

- E. Require designated shelter managers to receive shelter manager training.
- F. Shelter managers will work with the local emergency management agency related to space utilization at emergency shelter sites. The shelter footprint will be expanded due to need and circumstances.
- G. Designate two staff members to fill Emergency Support Function seats within the Hernando County Emergency Operations Center ESF #1 and ESF #6.
- H. Provide food and water for shelter residents no less than four hours after the opening of the shelter. Meals will be provided three times per day.
- I. Maintain and provide necessary repairs to each generator that is connected to a school facility that can be used as an emergency shelter. The School Board will endure all costs for the preventative maintenance and repairs of the generators at the designated special needs shelter.
- J. Provide space in School Board facilities, including schools, for housing and feeding first responders, County staff, and other authorized persons providing services to the community during a state of emergency. Principals or designated School Board administrative staff will be responsible for coordinating the supervision and management of the school facility before, during, and after a local or state of emergency, with the County. The County shall oversee operations of the Emergency Shelters.
- K. Principals or designated School Board administrative staff will be responsible for coordinating the supervision and management of the school-based shelters before, during, and after a local or state of emergency with the County.
- L. Assist the County with the coordination of bus/transportation resources in order to meet emergency transportation needs.
- M. Provide, to the extent practical, access to School Board fueling sites and fuel for County approved emergency responders and agencies. The available fuel sites may be subject to changes, depending on maintenance and other factors. This will be determined as part of the annual meeting.
- N. Work with County in establishing the necessary communication resources needed to coordinate the use of School Board assistance, including, but not limited to, access to School Board facilities that are utilized as emergency public shelters to install and maintain amateur radio equipment (including antennas).
- O. Provide any information requested by the County in support of completing the project worksheets ("PW") to provide to FEMA for approval.



- P. Notwithstanding the School Board's duty to maintain School Board facilities designated as emergency public shelters, the School Board will conduct a joint analysis with the County of newly constructed School Board facilities and existing School Board facilities to ascertain the suitability of such facilities as emergency public shelters. At the annual meeting, hurricane upgrade needs will be established for new and existing schools. The County and School Board will determine and mutually agree upon these improvements. The County and School Board will follow all Federal, State, and local guidelines to appropriately source funding to be used for these upgrades.
- Q. Use of the School Board facilities as shelters pursuant to this Agreement shall be in accordance with all applicable laws, ordinances, and School Board Policies, including but not limited to prohibitions against the possession and/or use of firearms, tobacco products, and illegal drugs, including prescribed medical marijuana on School Board owned property.
- R. In coordination with the County, be the sole authority to declare the closing and opening of the public schools, to approve and/or make all oral and written communications regarding the opening of and closing of public schools, to have final approval on the use and assignment of paid school district personnel to assist in managing activated special needs shelters, and to have final approval on the use of school buses as emergency transportation resources.
- S. The School Board, in consultation with Local Law Enforcement, shall have the absolute discretion to remove from a shelter any member of the public who violates any of the applicable laws, ordinances, or School Board Policies.
- T. Participate in training activities annually; including training staff on supervising a shelter facility in the event of a hurricane or natural disaster. The County agrees to support training activities in furtherance of the purposes of this Agreement to be conducted annually, as the Parties recognize that training is essential to successfully assist the people of Hernando County in an emergency or disaster.

## **Section 8: SHELTER CLOSURE AND CONTINUITY OF OPERATIONS**

1. The County will prioritize resuming normal school operations as quickly as possible by:
  - A. Providing services, resources, alternate or transitional sheltering and/or accommodations for all shelter residents who remain displaced.
  - B. Provide personnel, equipment, cleaning and/or contracted services to ensure the restoration of the pet friendly and special needs shelter once closed to resume normal school operations.
2. The School Board will prioritize resuming normal school operations as quickly as possible by:

- A. Providing transportation for shelter residents from the shelter to their pick- up location, as needed.
- B. Providing transportation for shelter residents who remain displaced to alternative or transitional shelter locations as determined by the County.
- C. The School Board reserves the right to clean said facilities if prudent to expedite resumption of school operations. The County will reimburse to the School Board the costs for the cleaning.

## **Section 9: REIMBURSEMENT OF EXPENSES**

1. The County and the School Board must follow FEMA reimbursement policies. If the FEMA reimbursement guidelines change or new guidelines come into effect, the County and the School Board will adopt the new policies as part of this Agreement. Where FEMA reimbursement guidelines offer options, both parties will mutually agree upon a selected option.
2. Exercises: Expenses incurred by the School Board in support of training exercises for the purposes outlined in this Agreement and related use of School Board employees will be reimbursed by the County.
3. The County shall reimburse the School Board for all reasonable and necessary costs and expenses incurred by the School Board in providing the school facilities pursuant to the County's request in accordance with the Shelter Plan.
4. Disaster Expenses: In the event that a disaster has been declared, the County shall submit certain School Board claims for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The County will submit project worksheets ("PW") to FEMA for approval of eligible project expenses. The School Board shall provide any reasonable information that is within the School Board's possession, which is requested by The County in support of completing the PW.
5. In addition to the County's reimbursement of the School Board costs and expenses set forth above, the County shall reimburse the School Board for the actual cost to repair or replace School Board owned real and personal property that is lost or damaged as a result of the use of the school facility as an emergency shelter; these costs shall include any damages caused by housing pets.
6. The County further agrees to reimburse the School Board for all reasonable expenses as set forth below:
  - A. Non-Exempt Staff labor plus applicable benefits. Reimbursement shall be at the rate of 1.5 times an employee's hourly rate of pay for work during Shift A (8am-8pm) and at 2 times the hourly rate of pay for Shift B (8pm-8am). A shift shall

be a 6-12-hour block of time with 15 minutes overlap for the purposes of shelter briefing.

- B. Exempt Staff labor plus applicable benefits. Shift A shall be 7:45 am - 8:00 pm. Shift B shall be scheduled from 7:45 pm -8:00 am. A stipend rate of \$350.00 per shift for Shift A and \$400.00 per shift for Shift B shall be paid for shelter managers and other School Board considered exempt employees (i.e. not paid on an hourly rate.)
  - C. Reimburse building operation expenses, replacement of food, fuel for buses, staff vehicles, generators, propane for kitchen use, utility usage (i.e. electricity, etc.) supplies, equipment, property damaged or stolen and the repairs or replacement of such property and buildings which have been used in shelter operations.
  - D. Use its best efforts to recover funds from federal agencies when a declaration has been issued, and pursuant to FSS 400.062, which provide for nursing homes to utilize their Resident Protection Trust Fund to pay for transportation of residents upon the declaration of a state and local emergency, pursuant to Chapter 252, Florida Statutes. Pursuant to the terms of this agreement, these funds shall be obtained and retained by the County to offset the cost paid to the School Board.
7. The Parties agree that in the State of Florida, in the event a disaster has been declared, independent school districts do not have the legal responsibility to conduct hurricane evacuation sheltering services and therefore cannot apply directly to FEMA for reimbursement for such activities. Instead, any eligible costs incurred by the School Board should be reimbursed through a mutual aid agreement, as outlined below, with the County serving as the requesting entity and the School Board as the providing entity, which is considered a vendor. Accordingly, the County will bear the responsibility of providing reasonable notice and clearly conveying its expectations related to the information and documentation needed from the School Board. The School Board shall provide the necessary documentation within a reasonable amount of time when seeking reimbursements. Further, the County shall not unreasonably delay or withhold reimbursements. The County will bear the risk that FEMA does not approve full reimbursement of expenses or that a disaster is not declared.
8. The School Board will follow the process outlined below for invoicing:
- A. If the County disputes a cost or expense, the County shall within thirty (30) days of receipt of the invoice, provide the School Board with a written explanation of the basis of the dispute with regard to the disputed cost, expense, or documentation, and the parties shall attempt to resolve the dispute in accordance with the provisions of this Agreement.
  - B. Parties agree to and shall be bound by arbitration before a neutral third party upon ninety (90) days written notice of a dispute related to reimbursement pursuant to this Section.



- C. The School Board will submit an invoice to the Department of Public Safety's Finance Department with supporting documentation that will include employee name, job title, status (exempt, non-exempt, bargaining unit), FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work.

## **Section 10: PLANNING AND IMPLEMENTATION**

1. The County and School Board agree to meet and confer regarding the preparation of emergency operations plans and procedures prior to June 1st of each year as necessary. At this meeting, The County and the School Board will determine their requirements to meet the County's needs for use of the School Board's facilities, transportation, and staffing, in order to carry out this Agreement. The Parties shall address and agree to:
  - A. Designate County and School Board representatives who shall coordinate the activities and services included in emergency operations.
  - B. Identify the duties and responsibilities of the appropriate County and School Board employees and agencies that are needed for emergency operations planning and implementation purposes.
  - C. Develop appropriate shelter management operations procedures.
  - D. Develop food service activity plan(s) and procedures.
  - E. Prepare and finalize a list of public schools designated as approved emergency public shelters fuel sites, and transportation needs this includes reviewing special needs and animal sheltering plans by June 1st each year.
  - F. If either party gives the other written notice to set a meeting under this subparagraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event, shall the meeting occur more than ninety (90) days after written notice has been given unless both parties otherwise agree.
  - G. If the parties agree to proposed changes or amendments it shall be executed with the same formality as this document.

## **Section 11: LIABILITY AND INDEMNIFICATION**

1. By this Agreement, the School Board recognizes that for the purposes stated, the School Board and the County are active participants in this community service endeavor. Each are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to "Emergency Management," particularly Section 252.51, Florida Statutes, insulating both the School Board and County from liability due to death of or injury to, any person on or about emergency shelter premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of one of the Parties is

the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

**2. Liability for Damage or Injury:**

- A. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its staff and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- B. Personal Liability of Parties: The parties acknowledge that this Agreement is entered into by two governmental entities. The parties agree that no individual elected official, employee, or representative of any party to this Agreement shall have any personal liability under this Agreement.

**3. Indemnification:**

- A. Indemnification by the School Board: Subject to the limitations of Section 768.28 of the Florida Statutes, including the dollar amount limitations therein, the School Board agrees to indemnify, hold harmless, and defend the County for the School Board's own negligence, gross negligence or the willful and wanton misconduct, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the County's use of School Board Facilities during the term of this Agreement.
- B. Indemnification by the County: Subject to the limitations of Section 768.28 of the Florida Statutes, including the dollar amount limitations therein, the County agrees to indemnify, hold harmless, and defend the School Board for the County's own negligence, gross negligence or the willful and wanton misconduct, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the County's use of the School Board facilities during the term of this Agreement.

**Section 12: INSURANCE**

- 1. The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.
- 2. For any services provided by the County or School Board to the other party, the service provider shall require its subcontractors, agents, or assigns to maintain the following insurance coverages, at its sole expense, as it relates to its Responsibilities stated herein this Agreement:
  - A. Commercial General Liability: general liability coverage for all operations, including, but limited to contractual liability, products and completed operations, and personal liability under an occurrence basis policy, with minimum limits of \$1,000,000.00 per

occurrence and \$2,000,000.00 general aggregate, unless such party is subject to sovereign immunity limits, covering bodily injury and property damage.

- B. Workers Compensation Insurance for its employees in statutory limits as required by Florida law and Employers Liability not less than Five Hundred Thousand Dollars (\$500,000) each accident/disease.
- C. Professional Liability Insurance for any wrongful act, error, or omission applicable to any services where commercial general liability would exclude such operations/services and shall be in an amount not less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) aggregate, unless such party is subject to sovereign immunity limits, covering bodily or property damage. If claims made, the policy shall be maintained for at least three (3) years after the expiration or termination of this agreement

### **Section 13: DEFAULT**

1. Notice: If a party to this Agreement (the "Defaulting Party") fails to perform under this Agreement or fails to comply with the terms and conditions of this Agreement (a "Default"), the other party hereto (the "Non-Defaulting Party") shall send written notice (the "Default Notice") to the Defaulting Party, according to the notice requirements set forth in this Agreement.
2. Opportunity to Cure: The Defaulting Party shall have a period of thirty (30) days after receipt of the Default Notice to either cure its Default or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default.
3. Remedies: If, within thirty (30) days after receipt of Default Notice, the Defaulting Party fails to either cure its Default or to provide a written response to the Non-Defaulting Party's indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default, the Non-Defaulting Party may pursue any and all remedies available under Florida law.
4. Legal Fees and Court Costs: In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

### **Section 14: GOVERNING LAW; COMPLIANCE WITH LAWS; VENUE**

1. This Agreement will be interpreted and enforced in accordance with Florida law. The parties agree that they shall comply with all applicable federal, state, and local laws, ordinances, and codes, including but not limited to the Florida Building Code and the Americans with Disabilities Act. Venue for any action brought hereunder shall be proper exclusively in Hernando County, Florida.



## **Section 8: MODIFICATIONS**

1. This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Emergency Shelter sites, fuel sites, and staffing/staff duties, may be amended or supplemented from time to time upon the mutual written agreement of the School Board's Superintendent and/or designee and the Director of the County's Public Safety Department without formal amendment hereto.

## **Section 15: NO THIRD-PARTY BENEFICIARIES**

1. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
2. All parties are in mutual agreement with the terms of this Agreement as evidenced by the signatures below. This Agreement will be effective upon authorized signature of each party's representative.
3. This Agreement will inure to the benefit of and be binding upon the School Board and County and their respective legal representatives, successors, and permitted assigns.

## **Section 16: DESIGNEES**

1. The Superintendent shall be the party designated by the School Board to grant or deny all approvals required by this Agreement. The County Administrator shall be the party designated by the County to grant or deny all approvals required by this Agreement.

## **Section 17: FORCE MAJEURE**

1. Non-performance by the School Board or County shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, pandemics, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

## **Section 18: PUBLIC RECORDS**

1. The School Board and County are subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Each party shall keep and maintain public records in connection with this agreement and shall ensure that public records that are exempt or confidential shall not be disclosed except as authorized by law. Upon request from the respective party's custodian of records, the other party shall provide the requested records or allow for inspection within a reasonable time as provided by law.

## **Section 19: INDEPENDENT CONTRACTOR STATUS**

1. The parties agree that throughout the term of the contract and during the performance of the obligations hereunder, the School Board is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the County.

## **Section 20: NOTICES:**

1. All notices and communications shall be in writing and must either be (a) hand- delivered, (b) sent by Federal Express or comparable overnight mail service, or (c) mailed by U.S. registered or certified mail return receipt requested, postage prepaid. Notices should be sent to the School Board and County at their respective addresses set forth below. Notice is effective upon delivery or refusal of delivery of notice. Any notice delivered after 5:00 p.m. will be deemed to be delivered on the following Business Day. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement are in effect for all purposes.

If to the SCHOOL BOARD:

Office of Superintendent  
Attn: Superintendent of Schools  
919 North Broad Street  
Brooksville, FL 34601

Copies to:  
Department of Planning Attn: Director of Planning  
919 North Broad Street  
Brooksville, FL 34601

Office of Legal Services  
Attn: School Board Attorney & General Counsel  
919 North Broad Street  
Brooksville, FL 34601

If to the COUNTY:

Hernando County Government  
Attn: County Administrator  
15470 Flight Path Dr.  
Brooksville, FL 34604

Copies to:  
Hernando County Public Safety  
Attn: Director  
15470 Flight Path Dr.  
Brooksville, FL 34604

Hernando County Government Attn: County Attorney

20 N Main St Rm 462  
Brooksville, FL 34601

#### **Section 21: MODIFICATIONS**

1. This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Emergency Shelter sites, fuel sites, and staffing/staff duties, may be amended or supplemented from time to time upon the mutual written agreement of the School Board's Superintendent and/or designee and the Director of the County's Public Safety Department without formal amendment hereto.

#### **Section 22: MISCELLANEOUS**

1. The Parties represent that they have full authority to enter into and execute this Agreement. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
2. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.
3. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

#### **Section 23: ENTIRE AGREEMENT**

1. This Agreement constitutes the entire agreement between the School Board and the County concerning the purposes outlined herein and shall supersede and control any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

#### **Section 24. EFFECTIVE DATE**

1. This agreement shall become effective upon approval of both the School Board and the County Commission. Either party may terminate this agreement with 60-days written notice upon the chief executive officer for the other party.



**B. Item Currently Not Budgeted -\*\***

Funding Source \_\_\_\_\_

Account Name \_\_\_\_\_

Account Number \_\_\_\_\_

Fund                      Function                      Object                      Cost Center                      Project                      Sub Project

Amount \$ \_\_\_\_\_

**C. History**

Check one:

**Prior Year Budget:** ☐

**New for Current Year:** ☐

Prior Year Approved Budget: \$ \_\_\_\_\_

Prior Year Actual Spent: \$ \_\_\_\_\_

116