

THIS CHARTER SCHOOL CONTRACT ("Charter") dated this 19th day of March, 2013 (the "Effective Date"), is entered into between The School Board of Hernando County, Florida, (the "Sponsor") and Brooksville Engineering, Science, and Technology Academy, Inc., a Florida not-for-profit corporation (the "Operator"), which was formed for the purpose of operating Brooksville Engineering, Science, and Technology Academy (the "Charter School") approved by the Sponsor. The Sponsor and the Operator are referred to collectively as the "Parties."

RECITALS

WHEREAS, the Florida K-20 Education Code (the "Florida Statute") sections 1002.3334, authorize the establishment of public charter schools as part of the state's program of public education. A charter school may be formed by the creation of a new school or conversion of an existing public school. Charter schools are established for the purpose of improving student learning and academic achievement, increasing learning opportunities, encouraging innovative models and measurement tools, and creating new professional development opportunities for teachers.

WHEREAS, The School Board of Hernando County, Florida (Sponsor), has authority pursuant to Florida Statute to grant a charter to a not-for-profit corporation, allowing that corporation to operate a charter school; and

WHEREAS, the Operator, as a not-for-profit corporation, organized under the laws of Florida on August 1, 2012 submitted a proposal to operate a charter school as of 2013;

WHEREAS, the Sponsor has approved the application and/or proposal of the Operator as set forth in Appendix 1 of this Charter; and

WHEREAS, the Parties intend that this Charter serve as the contract governing the Operator's operation of the Charter School. Terms of this contract are subject to change based on provisions set forth by changes in the Florida Statute. Changes to the Florida Statute affecting provisions of this agreement will preempt amendments to the contract. No material amendments to this Charter shall be valid without the approval of the Operator's governing board and the local district School Board.

WHEREAS, the School is desirous of opening, maintaining and operating a charter school pursuant to §1002.33, Florida Statutes, for the purposes set forth herein and in the School's charter school application, which is attached hereto as Appendix 1 and incorporated herein by reference, to provide the education of those Hernando County students who choose to attend the School; and

WHEREAS, the School shall be part of the State's program of public education and fully recognized as a public school.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Sponsor and the Operator agree as follows:

¹ The term "Charter" refers collectively to this agreement and all documents attached and incorporated.

1. Recitals Incorporated By Reference. The foregoing recitals are incorporated into this Charter by reference.

2. Incorporation of Application. The application and any related documents that set forth any terms of the agreement between the Operator and the Sponsor are attached as Group Appendix 1 and are incorporated herein by reference.

- 2.1. The Operator's approved application for a charter school is appended hereto as Appendix 1 and is incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix 1, the provision of this Charter shall prevail. If any provision of this charter is or becomes inconsistent with any applicable Florida law, the law will prevail.

3. Term of the Charter.

- 3.1. Pursuant to Florida Statute, §1002.33(7)(a)(12), this Charter shall have an initial term of **five (5) years**, commencing on the Effective Date of this Charter and expiring, if not otherwise extended as provided in this Charter, on **June 30, 2018**.
- 3.2. The Sponsor may grant a deferral, not to exceed **10 school days**, allowing the Operator to postpone the opening of the Charter School. The Sponsor may grant further deferrals in periods of not more than **10 school days**. If the Operator is granted one or more deferrals but the Operator does not open the Charter School before the deferral or any subsequent extensions of the deferral expire, this Charter shall automatically terminate on the expiration of the final deferral.
- 3.3. Should the Operator be granted a deferral, the term of this Charter shall be extended in an amount equal to the length of the deferral granted.
- 3.4. This Charter shall become effective on **January 1st, 2013**, or upon signing by both parties, whichever date is later, and shall cover a term of five (5) years commencing on **July 1, 2013**, and ending on **June 30, 2018**. This Charter is subject to annual review and may not be renewed or may be terminated as provided by Florida law.

4. Start-up date.

- 4.1. The start-up date of the Charter School shall be consistent with the beginning of the Sponsor's public school calendar for that school year, unless an alternate date is otherwise approved by the Sponsor.

5. Renewal and Modification.

- 5.1. This Charter may be renewed for up to an additional **15 years** by mutual agreement of the Parties and on such terms and conditions established by §1002.33, Florida Statutes.
- 5.2. The Operator may not be eligible for renewal of its Charter if the Operator is in default under any term of this Charter or has failed to comply with the Accountability Plan described in Section (25) below.

5.3 This Charter may be renewed at the end of the contract term by mutual written agreement of the parties pursuant to Florida law, provided that the program review demonstrates that the criteria in §1002.33 (7)(a), Florida Statutes, have been successfully accomplished and that none of the grounds for non-renewal established by §1002.33 (8)(a), Florida Statutes, have been documented.

5.4 In order to facilitate long-term financing for school construction, the Charter School is eligible for a fifteen (15) year charter renewal if the Charter School has been in operation for a minimum of (3) years and demonstrates exemplary academic programming and fiscal management. Such long-term charter is subject to annual review and may be terminated during the term of the charter. A fifteen (15) year renewal may be granted to the Charter School if:

- a. The Charter School has received a school grade of "A" or "B" pursuant to §1008.34 F.S. in three (3) of the past four (4) years.
- b. The Charter School is not in a state of financial emergency or deficit position as defined in §1002.33(7), F.S.
- c. The Charter School has fully complied with all obligations imposed by the charter.

5.5 This Charter School may be modified during its initial term, or any renewal term, upon recommendation of the Sponsor or the Charter School's governing board and the approval of the Sponsor and the Charter School, provided that such modification is in writing and executed by both parties' governing bodies at an open public session.

6. Non-renewal or Termination.

6.1 At the end of the Charter School's initial term, or any renewal term, the Sponsor may choose not to renew or terminate the Charter School for any of the following grounds:

- a. Failure to participate in the state's education accountability system, created in §1008.31 and as required under §1002.33, or failure to meet the requirements for student performance stated in this Charter School, including the incorporated application attached in Appendix 1. Should the Charter School receive a grade of "F" from the Florida Department of Education (hereinafter referred to as the "DOE") in two consecutive years, or in two of four consecutive years, this will constitute grounds for termination of the Charter School. In the event that the Charter School is not graded by the Department of Education, the Sponsor will calculate the equivalent grade using the state standards. If the Charter School's students' FCAT or statewide assessment measuring accountability is equivalent to a grade of "F" in two consecutive years, or in two of four consecutive years, this will constitute grounds for termination of the Charter School.

- b. Failure to meet generally accepted standards of fiscal management. Should the Charter School end its fiscal year in a deficit for two consecutive years, this will constitute grounds for termination of the Charter School.
- c. Violation of law.
- d. Violation of provisions in the Charter.
- e. Other good cause shown.

7. Immediate Termination of Charter School.

- 7.1 During the initial term of the Charter School, or any renewal term, the Charter School may be terminated immediately by the Sponsor if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of students is threatened. The Sponsor must reasonably detail the basis for termination in writing, which must be provided to the Charter School's governing body at the time of termination or as otherwise required by Florida Statutes. The Charter School's governing body may appeal the Sponsor's decision to terminate its Charter to the State Board of Education pursuant to the procedures established in §1002.33, Florida Statutes.

8. Notice of Non-renewal or Termination by Sponsor.

- 8.1 If the Sponsor intends not to renew or to terminate the Charter School, except when terminating the Charter School immediately pursuant to Section (7) above, it shall notify the Charter School of its proposed action in writing at least ninety (90) calendar days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within fourteen (14) calendar days of receiving the notice, request an informal hearing before the Sponsor. If such hearing is requested, the Sponsor shall conduct the informal hearing within thirty (30) calendar days of receiving the School's written request. If the Charter School is not renewed or is terminated pursuant to this paragraph, the Sponsor shall, within 10 calendar days, articulate in writing the specific reasons for its non-renewal or termination of the Charter School and provide a letter of non-renewal or termination and documentation supporting the reasons to the Charter School's governing body, the Charter School's principal, and the Department of Education. The Charter School's governing body may, within 30 calendar days after receiving the Sponsor's final written decision to refuse to renew or to terminate the Charter School, appeal the decision pursuant to the procedure established in §1002.33 (6).

9. Notice of Non-renewal by the Charter School.

- 9.1 If the Charter School desires not to renew the Charter at the end of the term, then it shall notify the Sponsor in writing of its intent to not renew at least ninety (90) calendar days prior to the date of the Charter School's expiration.

10. Dissolution of the Charter School.

- 10.1 The Charter School acknowledges that, in the event that the Charter School ceases to operate as a charter school, or the School's Charter is not renewed or terminated for any reason whatsoever, then the Charter School shall be dissolved and any unencumbered public funds, except for capital outlay funds, from the Charter School shall revert to the Sponsor. Capital outlay funds provided pursuant to §1013.62, F.S. and federal charter school program grant funds that are unencumbered shall revert to the Department of Education to be redistributed among all eligible charter schools. The ownership of all real and personal property purchased or otherwise acquired through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida shall automatically revert to ownership by the Sponsor or the State of Florida, as set forth in §1002.33(8)(e), Florida Statutes. The Charter School shall not enter into any contract which would interfere with the right of the Sponsor to assert title on its own behalf or on behalf of the State of Florida in the event of termination of the Charter School for any reason.
- 10.2 Within ten (10) calendar days of the Charter School's dissolution, the Charter School shall deliver the real and personal property to the Sponsor, or, with the Sponsor's approval, the Charter School may pay to the Sponsor the fair market value of the Sponsor's interest in the property, as determined by the appraisal, after the complete satisfaction of all lawful liens or encumbrances. The Charter School shall execute all documents to accomplish the transfer of title as may reasonably be determined by the Sponsor. If the Charter School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or nonpublic funds, ownership of the asset will revert to the Sponsor.
- 10.3 Independent donations or pledges of support to the Charter School shall not be considered public funds or property. If property is acquired through the use of funds obtained by or through the Sponsor or the State of Florida and funds from other sources, then the ownership of the property will be determined by the proportion of the type of funds used for the acquisition.

11. Transfer of Records under Termination of Charter School.

- 11.1 Upon the termination, immediate termination, non-renewal or expiration of the Charter School pursuant to Section (6) and (7) above, the Charter School agrees to submit all school records and student records to the Sponsor immediately and without delay (regardless of whether the School chooses to appeal the termination) or upon mutual agreement between the Charter School and the Sponsor. The Charter School also agrees to submit all other records, including financial records, to the Sponsor no later than fifteen (15) days after its receipt of the Sponsor's written findings. Also, if the Charter School is terminated immediately, no later than three (3) days after its receipt of the Sponsor's written findings, the Charter School agrees to submit to the Sponsor its itemized schedule of real and personal property, including item description, vendor, purchase price, purchase date and useful life as required

under Governmental Accounting Standards, and a list of all bank accounts formerly or currently held by the Charter School, including the account name, number, and balance. The actions upon termination described in this paragraph shall be taken without regard to whether the Charter School chooses to exercise its right to appeal the Sponsor's decision to terminate the Charter School; in the event that the Charter School appeals the termination decision, the information provided by the Charter School shall be used by the Sponsor; and the Sponsor will hold all of the Charter School's assets in trust pending a final appeal decision by the State Board of Education pursuant to Florida Statutes.

12. Charter School's Debts.

- 12.1 If the Charter School expires and is not renewed or is terminated, the Charter School's remaining debts, if any, shall be paid in accordance with Chapter 96-186, Laws of Florida, and other appropriate provisions of state law. Also, **Brooksville Engineering, Science, and Technology Academy Inc.** shall be responsible for all of the debts of the Charter School. The Sponsor shall not assume the debt from any contract created for services or other indebtedness between the governing body of the Charter School (or any Guarantor) and any third party, except for a debt for which the Sponsor and the Charter School previously agreed in writing would be paid by the Sponsor.

13. Dispute Resolution.

- 13.1 Subject to the applicable provisions of §1002.33, Florida Statutes, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:
- (a) The persons having responsibility for implementing this Charter School for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action. The correspondence shall indicate that the grieving party is acting pursuant to this Charter School provision.
 - (b) The person having responsibility for implementing this Charter School for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.
 - (c) If the representatives are unable to reach agreement, they shall submit to mediation services provided by the Department of Education as set forth in §1002.33(6)(h), Florida Statutes. They will jointly agree upon a mediator, who will meet with the parties separately and/or together to assist them in resolving the problem. The cost of mediation shall be shared equally by the parties.

- (d) Upon resolution of the problem, the responsible personnel from both parties will develop and execute a joint written explanation indicating the resolution. This document will be retained with this Charter School. If an amendment to the Charter School is necessary, the amendment will be submitted for action by both parties.
- (e) If efforts at agreement within a reasonable time are unsuccessful, the parties may pursue the available legal remedies, in accordance with §1002.33(6)(h).

14. Statutory Requirements.

14.1 The Charter School shall operate in accordance with this Charter and shall comply with all applicable federal guidelines, Florida Statutes, and State Board of Education Rules, including, but not limited to, §§1002.33 and 1013.62, Florida Statutes; any regulations adopted by the State Board of Education or other state agency, or amendments thereto, relating to charter schools; the applicable provisions of Chapter 119, Florida Statutes, relating to public records; §286.011, Florida Statutes, relating to public meetings; and applicable federal, state and local health, welfare, safety, and civil rights requirements.

15. School Concept. The Operator shall administer or operate the Charter School in a manner consistent with the concept and mission statement set forth in the Operator's application and/or proposal as approved by the Sponsor. The Operator shall not change the concept, mission statement or its general implementation of those guidelines without the prior approval of the Sponsor.

16. School Year; School Days; Hours of Operation. At a minimum, the Charter School must be in session each year for 180 days, as required by State law to constitute a full school year. A Charter school must commence its initial year with the beginning of the Sponsor's calendar school year, unless an alternate date is otherwise approved by the Sponsor.

17. Enrollment.

17.1. Subject to the requirements of Section 5, the Parties have agreed to the following enrollment projections for the Charter School:

17.1.1. Year 1: 2013-2014 -- Grades 6 to 8 -- up to 88 students

17.1.2. Year 2: 2014-2015 -- Grades 6 to 8 -- up to 132 students

17.1.3. Year 3: 2015-2016 -- Grades 6 to 8 -- up to 132 students

17.1.4. Year 4: 2016-2017 -- Grades 6 to 8 -- up to 132 students

17.1.5. Year 5: 2017-2018 -- Grades 6 to 8 -- up to 132 students

- 17.2. The enrollment capacity of the Charter School shall be determined by the Operator pursuant to §1002.33(10)(h), Florida Statutes. Enrollment projections must consider the facility capacity as stated on any valid facility permit or certificate required for occupancy under applicable law. The Operator shall at all times ensure that enrollment does not exceed such capacity.
- 17.3. If the planned enrollment decreases by 30% or more of the projected number in any given year, the Operator may be required to submit revisions to the original charter plan in areas including, but not limited to, budget and cash flow and, staffing plan. The Operator shall notify the Sponsor within 30 calendar days if the planned enrollment decreases by 30% in any given year.
- 17.4. The Charter School must comply with the requirements of the Class Size Reduction provisions contained in Section 1 of Article IX of the State Constitution.
 - 17.4.1. Section 1 of Article IX of the State Constitution establishes that by the beginning of the 2010-2011 school year, the maximum number of students in core-curricula courses assigned to a teacher in each of the following three grade groupings are: (1) Prekindergarten through grade 3, 18 students; (2) grades 4 through 8, 22 students; and (3) grades 9 through 12, 25 students.
- 17.5. The Charter School agrees to submit its projected enrollment by November 15 of each year. The School shall not admit students to exceed its projected Full Time Equivalent ("FTE") enrollment by category unless the Sponsor and the School mutually agree in writing.

18. Enrollment Process.

- 18.1. The Operator shall enroll any eligible student who submits a timely application, except that if the number of applications exceeds the capacity of a program, class, grade level, or the building, applicants shall be chosen for admission based on a random lottery guided by applicable law. The Operator must abide by any desegregation court orders.
 - 18.1.1. Enrollment Process: The Charter School agrees to publicize in major local newspapers and other media the opening of the registration period each year it is in operation. The Charter School agrees to enroll an eligible student by accepting a timely application during the registration period. Selection can occur only after the registration period and all timely applications have been received. If the number of applications exceeds the capacity of a program, class, grade level, or building as set forth in Appendix 1, selection is determined through a random lottery process designed to be inclusive. Limits can not be set to include/exclude certain populations of students (i.e. 15% ESE). Applicants who submit a timely application or are selected through the lottery process must be enrolled in the Charter School. Preference may be given to siblings of students enrolled in the School, children of staff, or of the Board of Directors. Applicants on a waiting list, after the first year

the school is in operation, will be put in a lottery along with other applicants that apply during that year's open enrollment period and all will have an equal opportunity of being selected. This is an annual process with the waiting list being valid for one school year only.

- 18.2. Pursuant to §1002.33(10)(d), Florida Statutes, the charter operator may give enrollment preference to siblings of a student enrolled, to the child of an employee of the School, or to the child of a member of the governing board of the School. If receiving federal start up funds through the Charter Schools Program (CSP) grant, the Operator must comply with the federal regulations regarding enrollment preference as described in Title V, Part B Non-Regulatory Guidance.
- 18.3. A Charter Operator may elect to administer Eligibility Standards as part of the enrollment process. Eligibility Standards must be presented in the original charter application approved by the Sponsor and align with the mission and educational philosophy of the school. Pursuant to §1002.33(10)(e) (5), such standards shall be in accordance with state law and may not discriminate against otherwise qualified individuals.
 - 18.3.1. The Charter School may limit the enrollment process only to the target student populations as set forth by §1002.33(10)(e), Florida Statutes. The Charter School shall comply with §1003.22, Florida Statutes, and other applicable statutes concerning school entry health-examinations and immunizations.
- 18.4. The Operator's admissions policies shall be non-sectarian and the Operator shall adopt a non-discrimination policy prohibiting discrimination based on race, religion gender, or physical disability.
 - 18.4.1. The Charter School shall adopt and implement a non-discriminatory policy regarding the placement, assessment, identification, and selection of students with disabilities who are served in Exceptional Student Education ("ESE") programs and students who are served in English for Speakers of Other Languages ("ESOL") programs. The Charter School shall not violate the anti-discrimination provisions of §1000.05, Florida Statutes.
- 18.5. The Operator shall include in its admission policy provisions for students residing in neighboring counties that have inter-district agreement provisions under §1002.33(10)(a), Florida Statutes, or as currently allowed between the Sponsor's city or county and the neighboring counties' School Boards.
 - 18.5.1. Any student residing in the Hernando County School District and surrounding region is eligible for admission to the Charter School. The Charter School agrees to enroll an eligible student by accepting a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building as agreed to in Appendix 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process.

18.6. Enrollment and Student Reporting. The Charter School will accurately report its student enrollment to the sponsor as required in s.1011.62, F.S., and in accordance with the definitions in s.1011.61, F.S., at the agreed-upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the Charter School's enrollment in the Sponsor's district report of student enrollment. In order to receive full FTE funding, the Charter School shall provide all required information within the same time schedule required for other Hernando County schools.

18.6.1. The parties agree that the Charter School will utilize the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment. The Sponsor will analyze the Charter School's facility and develop a hardware/software solution, which provides the Charter School with limited access to the Sponsor's data processing facility.

18.6.2. The Sponsor will provide training for the Charter School's personnel in the use of designated district applications necessary to respond to the legislative requirements of §§1008.33 and 1008.34, Florida Statutes, including the annual report and the state- and district-required assessment program, at no additional cost to the Charter School. Access by the Charter School to additional data processing applications not required in the legislation but available through the Sponsor may be negotiated by the parties separately.

18.7. Automated Data System. The Sponsor shall utilize its existing automated reporting system to collect data required for various reports required by the DOE. The Charter School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with a Windows-compatible system. The Charter School shall provide appropriate equipment for data entry. The Sponsor shall provide training on the automated system and data entry screens. The Charter School shall employ trained personnel to enter and manage data for the Charter School. The data shall include, but not be limited to, all student data listed below. Access by the Charter School to additional data processing applications not required by Florida Statutes but available through the Sponsor may be negotiated by the parties separately.

- (a) Demographic information;
- (b) ESE data;
- (c) Grade level assignments;
- (d) Required health information;
- (e) Student discipline incident data;
- (f) Daily attendance;
- (g) Transportation;
- (h) Student schedules;

- (i) Teacher demographics;
- (j) Master schedule;
- (k) ESOL/migrant codes;
- (l) Grades/grading period/grading scale;
- (m) ERW (entry, re-entry, withdrawal) information;
- (n) Test scores;
- (o) Academic history and transcripts;
- (p) Student lunch information as required;

18.8 Confidentiality of Records. The Charter School will ensure that all student records are kept confidential as required by applicable state and federal law.

19. Attendance. The Operator shall maintain accurate enrollment data and daily records of student attendance and shall provide enrollment and attendance data to the Sponsor on a timely basis.

20. Transportation. 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 district school board, a private provider, or parents.

20.1. The Charter School and the sponsor agree that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the school as determined in the Charter School's transportation plan in Appendix 1. For purposes of this Charter, "residing within a reasonable distance" shall mean residing within the transportation zone, which is defined as within the Dolores S. Parrott Middle School Attendance Zone.

20.2. At the Charter School's request, the Sponsor will cooperate with the Charter School in transporting students to the middle schools that are located within the transportation zone of the Charter School, in conjunction with the Sponsor's regular bus schedule. In such event, the sponsor shall retain the FTE funding for those students transported by the Sponsor. The Sponsor's buses will operate on designated school days in the morning and afternoon at their regular times. If the Charter School elects to transport, it may do so through an agreement or contract with the Sponsor, a private provider or parents, consistent with the requirements of Chapter 1006, Florida Statutes, and state and federal rules and regulations. In addition, parents must be informed in promotional material and other documents that transportation will be provided if the student resides within the reasonable distance as defined herein. The Charter School shall receive the FTE funding payable for any student transported solely by the Charter School.

21. Food Services and Student Nutrition.

- 21.1. Food service to the Charter School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations. The Charter School shall make lunch available to all students (and optionally to school staff). Breakfast shall be provided when required by state and federal guidelines (required for all elementary students). The Charter School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. The Charter School shall distribute Free and Reduced Price Meal applications forms to students and shall certify student eligibility for such programs using required federal rules and procedures. These records may be used to certify eligibility for participation in other state/federally-funded programs (i.e., Title 1). All records must be accurately completed and maintained for review by state/federal auditors.
- 21.2. Free and Reduced Price Meal Applications: The Charter School shall distribute Free and Reduced Price meal application forms to students. The Charter School will work collaboratively with the Sponsor to certify student eligibility for such programs using required federal rules and procedures. These records may be used to certify eligibility for participation in other state/federally-funded programs (i.e. Title I). All records must be accurately completed and maintained for review by state/federal auditors.
- 21.3. Meal Service Options and Definitions: The Charter School shall provide food service to its students by one of the following means:
 - a. Enter into an agreement with the Florida Department of Agriculture and Consumer Services (D.A.C.S.), to administer the National School Lunch and National Breakfast Programs at the Charter School and determine if the meals are to be hot or cold, bulk-served or individually packed. Under this option, the Charter School shall complete and submit reimbursement claims to the Department of Education,
 - b. Enter into an agreement with a third party vendor to have food service provided to either the Charter School site or picked up, and determine if the meals are to be hot or cold, bulk-served or individually packed. Under this option, the Charter School shall complete and submit reimbursement claims to the Department of Education, or
 - c. Request meal service to be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. (The meal service is provided to sites with an enrollment of two hundred (200) students or less). Under this arrangement, the Sponsor would define the delivery system, establish the per meal charges to the Charter School, provide the Free and Reduced Price Meal applications which would be distributed by the school to the students for completion, provide meal service for pick-up by or delivery to the Charter School, and complete and submit reimbursement claims to the

Department of Education. The Charter School would pay the Sponsor for the non-reimbursed portion of meals served on a daily basis.

- d. The Charter School may provide its own meal service or may arrange with third party vendors to have food service provided at the Charter School site. Under this option, the Charter School shall distribute free and reduced lunch meal application forms to all students, and all eligible students shall receive free or reduced lunches, as applicable. At its choice, the Charter School may elect to participate as a sponsor in the National School Lunch and Breakfast Program, or the Charter School may elect to subsidize free or reduced lunches to eligible students.

22. Student Records.

- 22.1. The Operator shall maintain student records for current and former students in accordance with the requirements of State and Federal law, including the Federal Education Rights and Privacy Act, 20 U.S.C. § 1232g.
- 22.2. Should a student transfer to another school, the Operator may maintain copies of the departing student's academic records created during the student's attendance at the Charter School.

23. Discipline.

- 23.1. The Operator agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues which are intended to ensure the health, safety and welfare of all students attending the Charter School, the Operator, at its option, may adopt the Sponsor's policies regarding student conduct or develop its own student conduct policy.
- 23.2. If the Operator develops its own policy, the policy shall be submitted to the Sponsor for review. The policy shall not be implemented until the policy has been reviewed by the Sponsor for compliance with applicable state and federal guidelines. Any subsequent changes to a policy developed by the Operator must be submitted to the Sponsor for review prior to implementation of changes.
 - 23.2.1. The Charter School shall follow state law and develop policies for a Code of Student Conduct. The Code of Student Conduct shall be incorporated into a parent/student handbook and made available to parents and the Sponsor.
 - 23.2.2. The implementation of the Charter School's disciplinary policy shall be determined by the School's governing body or its designee. Hearings on matters relating to the implementation of the disciplinary policy shall be conducted by the School's governing body or its designee. The rules and procedures by which students may be disciplined shall be consistent with the requirements of due process and with the federal laws and regulations governing the placement of students with disabilities. The Charter School agrees to follow state law regarding corporal punishment.

23.3. The Operator agrees to follow the Sponsor's guidelines and procedures regarding a recommendation of expulsion. No student shall be expelled from the District except by the School Board of Hernando County. Any recommendations for expulsion of a student in the charter school must be presented to the Sponsor for appropriate action.

23.3.1. Students who are currently on a change of placement or have been expelled by the Sponsor may not enroll in the Charter School during the term of their change of placement or expulsion.

23.4. The Operator may not dismiss or transfer a student involuntarily, unless the dismissal or transfer is accomplished through established administrative procedures agreed to in this Charter, described in Appendix 1, or through existing administrative procedures in the Sponsor's rules or policies.

24. Curriculum.

24.1. The Operator agrees to implement its educational and related programs as specified in the Operator's approved application setting forth the Operator's curriculum, the instructional methods, and any distinctive instructional techniques the Operator intends to use.

24.2. The curriculum established by the Operator shall focus on reading and be aligned to satisfy the requirements of the Sunshine State Standards and grounded in scientifically based reading research, §1002.33(7)(a)(2), Florida Statutes.

24.3. The Operator shall notify the Sponsor of any material change in its curriculum subsequent to the date of this Charter. Any material changes must comply with State law and be approved by the Sponsor, in writing, before those changes are implemented.

24.4. No sectarian educational resources shall be used and the curriculum shall be secular in nature.

25. Academic Accountability.

25.1. The Operator shall pursue and make progress toward the achievement of the goals, objectives and pupil performance standards set forth in an Accountability Plan mutually agreed to by the Sponsor and the Operator (the "Accountability Plan"). A copy of the Accountability Plan is attached as Appendix 2 and is incorporated herein by reference.

25.2. The Accountability Plan shall set forth the academic and student performance goals that the Operator is expected to achieve, along with the specific evaluative criteria upon which the Sponsor will judge the Operator's performance.

25.3. The Operator shall establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The baseline shall be established according to the description provided in the Accountability Plan (Appendix 2).

- 25.4. The Operator shall be accountable to the Sponsor for making progress toward achieving the goals and standards set forth in the Accountability Plan.
- 25.5. The Operator will be held accountable for meeting the State's student performance requirements as determined by applicable State laws and regulations regardless of whether those requirements are incorporated into the Accountability Plan.
- 25.6. The Parties agree that the Accountability Plan is subject to change to comply with any new Federal or State requirements. Such changes may require amendments to this Charter.
- 25.7. The Operator shall administer such standardized assessments as are required by State law.
- 25.8. The Operator shall comply with the state graduation requirements as provided in ss. 1003.43, 1003.428, and 1003.436, Florida Statutes.
- 25.9. In addition to the foregoing, the Operator shall grant reasonable access to, and cooperate with the Sponsor, its officers, employees and other agents, including allowing site visits by the Sponsor, its officers, employees and other agents, for the purpose of allowing the Sponsor to fully evaluate the operations and performance of the Charter School. When possible, the Sponsor shall provide the Operator with 24 hours advance notice of any formal evaluation site visits.

26. Annual Progress Report.

- 26.1. The governing body of the Charter School shall make annual progress reports to the Sponsor, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as other annual school accountability reports are submitted. Each year, the Charter School shall submit the Annual Report for the immediately preceding year to the Sponsor by a date determined by the State Department of Education. The Annual Report shall contain at least the following information, but the Sponsor reserves the right to reasonably request additional student performance information:
 - 26.1.1. A description of the Charter School's progress toward achieving the goals outlined in its charter school application (Appendix 1), the Charter School and its appendices, and the goals stated in its prior Annual Reports. The goals in each of these documents must be consistent and aligned with the guiding mission and purposes of the Charter School.
 - 26.1.2. The information required in the Annual Report pursuant to §§1008.31 and 1008.345. The Charter School is subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the Charter School's performance projections identified in the Charter School. The Charter School shall identify reasons for any difference

between projected and actual student performance. The Charter School agrees to utilize data provided through participation with the Sponsor in electronic processing systems pertaining to admissions, registration, and student records

- 26.2. The independent auditor's report on the annual financial audit of the Charter School, as set forth in (34.16.) below, including all required auditor reports, the audited financial statements, including all required financial statement disclosures, and any additional supplementary information required by the Governmental Accounting Standards Board ("GASB"). The report shall also include the financial records of the Charter School, including but not limited to its revenue and expenditures, at a level of detail that allows for an analysis of the Charter School's ability to meet financial obligations and timely repay debt.
- 26.3. A list of the instructional staff and their credentials, specifying the proportion of instructional staff who hold professional or temporary certificates, the proportion of instructional staff teaching in-field or out-of-field, the courses each staff member taught the previous year and will teach the subsequent year, and each staff member's "highly qualified" status. The report shall include descriptive information about all personnel within the Charter School, including salary and benefit levels of employees.
- 26.4. A student discipline summary.
- 26.5. Documentation of the facilities the Charter School currently uses or plans to use for instructional, administrative, or investment purposes.

27. Other Academic and Records Reports.

- 27.1. The parties agree that the Sponsor, with notice, may reasonably request at any time, and the Charter School shall provide, reports on student performance and progress at the School, such as report cards, progress reports, or other instruments or documents being used to measure and report student performance and progress. Further, by July 1 of each year, the School agrees to provide to the Sponsor a Records Report for the immediately preceding school year, which shall list all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor, or other disposition, if appropriate).

28. Record Keeping.

- 28.1. The Charter School will ensure that all student records are kept confidential as required by applicable state and federal law, including the Family Educational Rights and Privacy Act ("FERPA"). The Charter School shall maintain all student data reporting elements in the Sponsor's Student Information System. The Charter School shall maintain pupil attendance

records in the manner specified in Rule 6A-1.044, Florida Administrative Code.

28.1.1. The Charter School shall maintain both active and archival records for current/former students in accordance with F.S. 1002.22 and all other applicable laws and the Sponsor, utilizing the Sponsor's established student data system recording procedures. The Charter School shall provide copies of such records to parents and the Sponsor as requested. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the Charter School.

28.1.2. All Permanent records of students leaving the Charter School, whether by graduation, or transfer to a Hernando County Public School will be transferred to the receiving school. Students withdrawing to attend another school, outside the county will have the permanent records copied and sent to the receiving school and/or the Sponsor in accordance with Florida Statutes. All original permanent records will be held by the Charter School according to Florida Statute (five years for elementary and middle school students and one year for high school students). The Charter School will be expected to record such transfers, utilizing the Sponsor's established data system. The Charter School shall retain copies of the departing student's records created during the student's attendance at the Charter School for five (5) years. Records of student progress will be transferred to the appropriate school if a student withdraws to return to a Hernando County Public School or to another school district.

28.1.3. The Sponsor agrees to cooperate, in a timely manner, with the Charter School to provide cumulative folders and permanent records, including IEPs, of students choosing to attend the Charter School upon enrollment in the Charter School. All cumulative folders and permanent records of students leaving the Charter School to attend a school outside of the Hernando County Public School District will be copied and forwarded to the receiving school. The original cumulative folder and permanent record will be filed with the Charter School's inactive student records and transferred to the sponsor in accordance with Florida Statutes.

28.1.4. The student records for exceptional student education, eligibility, staffing, and Individual Education Program ("IEP") reviews shall be current. The Sponsor agrees to cooperate, in a timely manner, with the Charter School to provide cumulative folders, teacher resource folders and permanent records, including IEPs. The original special education records shall be sent to Central Files. Student records for students receiving services under Section 504 of the Rehabilitation Act of 1973 shall be current.

28.1.5. The Charter School shall keep true and complete copies of the personnel files for all persons employed by the Charter School at a readily accessible location in the Charter School, which shall be open to public inspection as provided by law. The Charter School shall also maintain state required personnel data in the Human Resource application maintained by the Sponsor.

28.1.6. The Charter School site administrator may request login access to the required applications maintained by the Sponsor for Charter School staff whose names appear in the Sponsor's Human Resource System and who have successfully completed the training necessary for use of the application for which they are requesting access. Charter School staff that is granted login access to the applications maintained by the Sponsor shall abide by all Sponsor technology usage agreements or risk having their access revoked.

29. Contract with Outside Entity.

29.1. In the event that the Charter School contracts with any person or entity other than the Sponsor during the term of the Charter, the Charter School will require such person or entity to comply with the terms and conditions set forth in the Charter, as well as with §§ 1002.33 and 1013.62, Florida Statutes, and any regulations adopted by the State Board of Education or other state agency, or amendments thereto, relating to charter schools.

30. Sharing Board of Directors.

30.1. In the event that the Charter School is operated by a Board of Directors which simultaneously operates another charter school affiliated with the Sponsor, the School shall be organized and accounted for as a separate entity from any other charter school. The Charter School shall submit its applications, FTE report and other financial reports, non-profit status reports, and any other filing required by this Charter, as a distinct entity, separate and apart from that of any other charter school.

31. Specialized Services.

31.1. Provision of Services. Unless the Sponsor and the Operator have reached an alternate agreement that complies with applicable State and Federal law, the Operator shall provide services and accommodations to students with disabilities in accordance and compliance with (i) the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*); (ii) any and all Federal court orders applicable to children in the district where the Charter School is located; (iii) any and all State or local laws and/or regulations applicable to students with disabilities.

31.2. Reports. Unless otherwise exempted, the Operator shall complete all required or requested Federal and State reports in accordance with the timelines applicable to State or Federal requirements.

32. Services for English Language Learners. The Operator shall provide services to students with limited English proficiency in accordance and compliance with (i) all Federal and State laws governing the provision of services to English Language Learners (ELL); (ii) any and all Federal court orders applicable to children in the district where the Charter School is located; (iii) any and all State or local laws and/or regulations applicable to students with limited English proficiency.

32.1. The Operator may follow the Sponsor's ELL plan, which is required by Section 1003.56, Florida Statutes; or a charter school, at its option, may develop its own ELL program.

32.2. If the Operator develops its own plan, it must meet the requirements and terms of META agreement and continue to meet the requirements throughout the term of the charter. Any subsequent changes to a plan developed by the Operator must be submitted to and approved by the Sponsor.

32.3. Students at the Charter School who are of limited proficiency in English will be served by the ELL program. The School shall meet the requirements of the *LULAC, et al. vs. State Board of Education* Consent Decree and reauthorizations. The Charter School shall require parents to complete a home language survey. If the survey indicates the dominance of a language other than English, the Charter School shall administer the ELL Language Assessment Battery.

32.4. The Charter School agrees that at least one staff member shall be trained by the Sponsor in accordance and compliance with the *LULAC, et al. vs. State Board of Education* Consent Decree and reauthorizations with respect to providing services to ELL's. An individual ELL plan must be developed for every student identified as limited English proficient. Development of the ELL plan must be a joint effort between the Sponsor and the Charter School. This process shall be in compliance with District, state and federal guidelines.

32.4.1. With the exception of an IEP, an ELL plan shall supersede any other educational plan developed by the Charter School. All educational services provided to a student pursuant to an ELL plan must be funded by the Charter School.

33. Services for Students with Disabilities. Students with disabilities shall be provided with programs implemented in accordance with federal laws and state laws, local policies and procedures, including but not limited to the Individuals with Disabilities Education Act of 1997 ("IDEA"), Section 504 of the Rehabilitation Act of 1973, Sections 1005.05 and 1001.42, Florida Statutes, Chapter 6A-6 of the Florida Administrative Code, Sponsor's policies relating to "Least Restrictive Environment," "Non-Discrimination on Basis of Disability," and sections of Sponsor's Pupil Progression Plan and Code of Student Document dealing with students with disabilities. The Charter School shall follow the Special Programs and Procedures document and the Exceptional Student Education and Student Services Handbook developed by the Sponsor for its exceptional student education program. In the event there is a Due Process Hearing in accordance with Section 615 of the

Individuals with Disabilities Act involving the provision of educational and related services to a student with disabilities at the School, the Charter School shall bear all costs of the hearing, including legal representation.

- 33.1. The Charter School must fund all educational and related services provided to students pursuant to the Individual Education Plan (IEP) and will earn funding in accordance with §1002.33, F.S. and other applicable laws. The Charter School will work collaboratively with the Sponsor's screening and referral process, as outlined in the Sponsor's Special Programs and Procedures document, as may be revised at the Sponsor's sole discretion with respect to referral of students' initial evaluations, re-evaluations, transfers, staffing, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards, and due process provisions. Parents of students with disabilities will be afforded in their native language procedural safeguards, which include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings and surrogate parents.
- 33.2. In the event that a student applies to the Charter School, and the Charter School is unable to implement the student's IEP, an IEP meeting must be convened before the student is enrolled in the Charter School. The IEP committee comprised of representatives of the Charter School and the Sponsor must review/revise the IEP and determine the student's educational needs. The committee must determine whether the student's needs can be met at the Charter School. If it is determined by the Charter School and the IEP committee that the student has needs which cannot be met at the Charter School, the IEP committee will determine the appropriate placement for the student.
- 33.3. The Charter School shall provide a Free and Appropriate Public Education (FAPE) to each exceptional education student enrolled in the School, pursuant to the IDEA.
- 33.4. Students with disabilities enrolled in the Charter School will be educated in the least restrictive environment. Students with disabilities will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. The Charter School's staff will work closely with the Sponsor to ensure that the needs of these students are met. Charter School staff will work closely and as early as possible in the planning/development stages with the Sponsor's staff to discuss the needed services, including all related services and programs, of the students with disabilities at the Charter School.
- 33.5. The Charter School and sponsor will develop an IEP and conduct an IEP meeting with the student's family for each eligible exceptional student enrolled in the Charter School. The IEP will determine services, accommodations and/or modifications necessary to meet the goals and objectives of the student's IEP. These goals and objectives are designed to lead to post school outcomes which are based on the student's interests,

preferences and needs. Once these services and accommodations/modifications are determined, the IEP team will determine appropriate placement. If the IEP team determines that an ESE student's IEP cannot be implemented at the Charter School and an alternative educational setting is needed, the Charter School shall not be obligated to serve that student. When an exceptional student is enrolled in the Charter School according to §1002.33(10)(f), F.S., the IEP team will determine how the IEP will be implemented in order for the student to receive an appropriate education at the Charter School as provided by state and federal law. If, after enrollment, all reasonable accommodations (i.e. the provision of speech/language and other contracted service) have been implemented and the student is not making adequate progress according to the IEP, the team will reconvene to determine if other accommodations need to be implemented or an alternative placement needs to be made.

33.6. The Charter School shall participate in all assessments, including alternative assessments, as determined by the IEP committee. The Charter School must provide related services documented on IEPs, i.e. speech/language services through a contract process. A certified ESE teacher must maintain written documentation of consultative services for any student who's IEP indicates consultative services.

33.7. The Sponsor, as Local Educational Agency ("LEA"), is responsible for eligibility determination for ESE programs. The Charter School Director/Principal or his/her designee will be the LEA at each IEP review/development meeting. These meetings shall be coordinated among the Sponsor's LEA designee or ESE representative, Charter School personnel (LEA), the student's parents or guardians, and the student, when appropriate. The Sponsor will invite the Charter School to any and all staffings and IEP meetings by giving at least two (2) weeks' prior notice with a copy of the Invitation to Planning Conference form by mail or given in person.

33.7.1. The Charter School will provide the Sponsor with the names of its representatives eligible to participate as the LEA in annual IEP meetings and updates. A person eligible to serve as LEA is:

- a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of student with disabilities;
- b. Knowledgeable about the general curriculum; and
- c. Knowledgeable about the availability or resources of the local education agency.

34. Financial Accountability.

34.1. **Proof of Start-Up Funding.** No later than August 1 of the inaugural year, the School agrees to provide to the Sponsor proof of sufficient funds for start-up costs to assure prompt payment of operational expenses, etc. associated with

the opening of the School, including, but not limited to, the amount of teacher and other staff salaries and benefits, from the beginning of the school year through mid-September.

34.2. Funding. The Sponsor agrees to fund the Charter School's enrolled students as if the Charter School's students are in a corresponding basic program or a special program in a non-charter school in the Sponsor's district. The basis of the Sponsor's funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program ("FEFP") as provided in §1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's current operating discretionary mileage levy, divided by the total number of funded weighted full-time equivalent ("WFTE") students in the Sponsor's district, multiplied by the WFTE of the School.

34.2.1. Federal Funding. For any program or service provided by the Sponsor which is funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the Charter School, to provide the Charter School with federal funds received by the Sponsor's district if the same level of service is provided by the Charter School, provided that the federal law or regulation does not prohibit this transfer of funds.

34.2.2. Capital Outlay Funding. The Charter School will submit a Capital Outlay plan to the Sponsor for approval before any capital outlay funds are released. This plan must be submitted by the date established by the DOE each year that the Charter School is eligible for capital outlay funds.

34.2.3. Categorical Funding. If the Charter School's students or programs meet the eligibility criteria in law, the Charter School shall be entitled to its proportionate share of categorical program funds included in the total FEFP funds available, which encompass transportation funds. The Charter School shall reimburse the Sponsor for any impermissible expenditure. The Charter School shall be permitted to respond to any audit findings regarding impermissible expenditures by the Charter School.

34.2.4. Class Size Reduction. The Charter School will receive a Class Size Reduction allocation, which is an operating categorical that is based on the weighted FTE. If the Charter School is not in compliance with the constitutional maximums, it may use the funds to defray expenses necessary to reduce class size in any lawful manner. Any lawful manner may include the following:

- a.) The Charter School owns its own building, is building to own, or is purchasing facilities, expenditures for such mortgage payments, remodeling or construction as are necessary to expand its facilities to allow it to meet the class size reduction requirements.
- b.) The Charter School provides sufficient staffing allocation funding to allow it to meet the class size reduction requirements.

34.3. Distribution of Funds.

34.3.1. Pursuant to § 1002.33(17)(d), Florida Statutes, the Sponsor may distribute funds for up to three months based on the projected full-time equivalent student membership. Thereafter, monthly distribution should be made to the Operator no later than 10 working days after the Sponsor has received the state and federal allocation. Funds distributed later than 10 days shall be subject to a 1% rate of interest per month calculated on the unpaid balance at a daily rate.

Additionally, distribution of FEFP funds shall be made as follows:

- (a) Proportionately, amount for the months of July through November will be based on the projected FTE for the fiscal year.
- (b) The monthly payment beginning in December through March will be based on the school October FTE count doubled to reflect the full year's FTE and annualized to reflect actual October FTE count.
- (c) The monthly payment beginning in April through May will be based on the school February FTE count annualized to reflect actual February FTE count.
- (d) The final payment for the school year will not be made until the Sponsor receives final membership counts for the school year. This usually occurs late July or early August.
- (e) Should over or under payments occur, adjustment shall be made to the next monthly payment following the discovery of an under or over payment.

34.3.2. First Distribution. The first distribution of FEFP funds to the school each fiscal year shall be contingent on the following:

- (a) Final facility inspection and approval, including the provision of a signed lease agreement, pursuant to paragraph Section (35.4) in this document; and
- (b) The Sponsor's receipt from the Charter School of copies of student valid registration forms, to include the student's name, parent/guardian name and signature, address, telephone number and age of student.
- (c) Proof of employment including contracts for sufficient employees as described in the school's charter application attached in Appendix 1.

- 34.3.3. Subsequent Distributions. The results of full-time equivalent (FTE) student membership surveys will be used in adjusting the amount of funds distributed monthly to the Charter School.
- 34.3.4. Calculation Revisions. Total funding for the Charter School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by the Charter School during the FTE survey periods designated by the Commissioner of Education. Additionally, funding for the Charter School shall be adjusted during the year as follows:
- a. Holdback/Proration. In the event of a state holdback or proration which reduces the Sponsor's district funding, the Charter School's funding will be reduced proportionately.
 - b. Exceeding State Cap. In the event the Sponsor's district exceeds the state cap for WFTE for Group 2 in any expenditure category of in any programs established by the Legislature, resulting in unfunded WFTE for the district, then the Charter School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE.
 - c. Funding Adjustments. If the Sponsor receives notice of an FTE funding adjustment from the federal or state government, or as determined through an audit procedure to be inaccurate, which is attributable to noncompliance by the Charter School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the Charter School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the Charter School, the Sponsor shall provide prompt notice to the Charter School and the Charter School will reimburse the full amount to the Sponsor within thirty (30) days.
- 34.3.5. All funds distributed to the Operator from the Sponsor shall be used solely for educational purposes and the Operator shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes.
- 34.4. Title I Funding. The Sponsor shall furnish the Operator with eligibility data regarding Title I eligible students enrolled in the Charter School. The Sponsor shall provide the Operator with Title I funds based on that information. During the first year of operation, the Sponsor shall identify those students enrolled in the Charter School who, during the preceding year, were eligible for the Federal Free or Reduced Price Lunch Program and shall base allocation of Title I funds on that data. All Title I funds accepted by the Operator shall be spent as required by applicable Federal law and regulations. The Operator shall submit to the Sponsor a Title I plan detailing how the Charter School will ensure Title I guidelines are being followed and that students are meeting high content and performance standards.
- 34.5. Capital Outlay Funds. In each year in which funds are appropriated for charter school capital outlay purposes, the Commissioner of Education shall allocate the

funds among eligible charter schools. Charter Schools must meet criteria presented in Florida Statute, Section 1013.62, for a funding allocation.

- 34.6. Tuition and Fees. The Operator shall not charge tuition to any student unless such student would otherwise be liable for tuition costs under applicable State law. The Operator may charge reasonable fees, to the extent permitted by law, for summer school programs, after school programs, student activities, and any other program that the schools in the district may charge a fee.
- 34.7. Outside Funding. The Operator may accept gifts, donations or grants so long as acceptance of such gifts, grants or donations does not violate any applicable law or the terms of the Operator's Charter. In the event that the Operator solicits funding from sources other than those set forth in this Section, it shall comply with all applicable State or Federal laws regarding the reporting of charitable solicitations. The Operator shall keep separate accounting records of all gifts, grants and donations. Any such gifts, grants and donations made directly to the Operator shall be used in accordance with the terms of such gifts, grants or donations. Any gifts, grants or donations made directly to the Operator for general application at the Charter School or for the students, shall be expended in the Charter School.
- 34.8. 501(c)(3) Status. The Operator may be recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and if applicable, the Operator shall provide the Sponsor with copies of all filings relating to the Operator maintaining its 501(c)(3) exempt status, upon request.
- 34.9. Administrative Fee. Pursuant to 1002.33(20)(a), Florida Statute, the Sponsor may assess an administrative fee for services provided. The Sponsor shall assess a 5% administrative fee for services, provided in §1002.33(20)(a), F.S. The total fee shall be calculated based upon available funds as defined in §1002.33(17)(b), F.S. The sponsor shall withhold 5% for enrollment up to and including 500 students. Pursuant to §1002.33(20)(a), F.S., for charter schools serving 501 or more students, the sponsor shall utilize the difference between the total administrative fee calculation and the amount of the administrative fee withheld for capital outlay purposes only.
- 34.9.1. Up to a 5% administrative fee may be withheld by the Sponsor for enrollment up to and including 250 students. For charter schools with a population of 251 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes defined in 1013.62(2), Florida Statutes.
- 34.9.2. If the Charter School is classified as high-performing, the Sponsor may withhold a total administrative fee of up to 2% for enrollment up to and including 250 students per school.
- 34.9.3. Pursuant to 1002.33(20)(a)(4), Florida Statutes, the Sponsor may withhold up to a 5% administrative fee for enrollment up to and including 500 students within a system of charter schools if the following criteria are met:

- 34.9.3.1. Includes both conversion charter schools and nonconversion charter schools;
 - 34.9.3.2. Has all schools located in the same county;
 - 34.9.3.3. Has a total enrollment exceeding the total enrollment of at least one school district in the state;
 - 34.9.3.4. Has the same governing board; and
 - 34.9.3.5. Does no contract with a for-profit service provider for management of school operations.
- 34.9.4. If the Charter School is high-performing and meets the criteria defined in Section 34.9.3. above, then the Sponsor may withhold up to 2% administrative fee for enrollments up to and including 500 students per system.
- 34.10. Federal Indirect Cost. The indirect cost percentage related to Federal grants will be withheld by the Sponsor for all grant programs in which the Charter School participates.
- 34.11. Services. Charter Schools may elect to contract with the Sponsor for goods and services. The Sponsor shall provide the Operator with a detailed fee schedule for services provided. Pursuant to §1002.33(20)(b), F.S., if goods and services are made available to the Charter School through a 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.
- 34.11.1. Additional Sponsor Services: Unless otherwise agreed, the Sponsor will charge the Charter School for the Sponsor's staff time and other services provided to the School at the following rates:
- For staff time: hourly rate + benefits of the Sponsor's personnel performing the service X number of hours spent for services to the School, including travel time and mileage.*
- For warehouse, printing, learning resource center materials and services: Sponsor's then-current price schedule with normal surcharge.*
- For copies of documents: 15 cents/page;*
- 34.11.2. For use of Sponsor's facilities, if agreed upon by Sponsor, such fees shall be in accordance with the Sponsor's adopted Use of Facilities schedule.. The Sponsor will invoice the Charter School monthly for these services, if any. The Charter School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the Charter School, the Charter School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. If payment is not received by the Sponsor within forty-five (45) working days after receipt of the invoice by the Charter School, such non-payment shall constitute good cause for termination of this Charter.

34.12. Management and Financial Controls. At all times, the Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) accounting methods as specified in the Operator's Charter; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) procedures for the creation and review of monthly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports; and (6) internal control procedures for cash receipts, cash disbursements and purchases.

34.13. Annual Audits.

34.13.1. The Operator shall provide for an annual financial audit in accordance with s. 218.39, Florida Statutes.

34.13.2. The auditor selected by the Operator must be a licensed certified public accountant.

34.13.3. The Charter School shall have an annual financial and compliance audit completed and delivered to the Sponsor within two (2) months after the end of its fiscal year. The audit is to be performed in accordance with generally accepted auditing standards, and applicable standards contained in *Government Auditing Standards* (the "Yellow Book") issued by the Comptroller of the United States, and Office of Management and Budget Circular A-133, by a qualified independent certified public accountant, with experience in governmental accounting, retained by and paid for from funds of the charter school. The Charter School must establish an auditor selection committee and select qualified independent certified public accountant based on criteria set forth in statute. Charter schools must comply with all provisions related to the submission of their audit report to the Auditor General including the response/rebuttal and corrective actions or otherwise provided by law.

34.13.4. Annual Auditor's report. The Charter School must comply with all provisions related to the submission of its audit report to the Auditor General, including the response/rebuttal and corrective actions and as otherwise provided by law. The auditor's report shall be submitted to the Sponsor at the same time as the audited financial statements, and shall include the following:

- a. The auditor's report on the financial statements, including required financial statement disclosures;
- b. The auditor's report on compliance with laws and regulations;
- c. The auditor's report on internal controls; and
- d. A Management letter indicating any improper or inadequate accounting procedures, and the auditor's recommendation(s) for improving the Charter School's financial management, accounting procedures and internal controls.

34.13.5. If the financial audit reveals a deteriorating financial condition, as defined by State Board Rule, or one of the conditions listed in s. 218.503(1) have occurred, the Operator and Sponsor will develop a corrective action plan as required by s. 1002.345, Florida Statutes.

34.14. Audits by the Sponsor. The Sponsor reserves the right to perform additional audits or reviews, at the Sponsor's expense, as part of the Sponsor's financial monitoring responsibilities as deemed necessary. Additional audits or reviews shall be based on sound and reasonable circumstances that dictate additional reports beyond the reports required by this charter. The Charter School shall allow the Sponsor to perform audits of FTE Units for each period in which the Charter School reports FTE for funding under the FEFP. The Sponsor shall provide the Charter School two (2) weeks written notice prior to the date of such audit. Documents that may be audited include, but are not limited to, the following:

(a) All required student entry and withdrawal documentation;

(b) All required attendance documentation;

(c) All teacher certificates; and

(d) All eligibility documentation for students reported for ESE and ESOL funding, including all documentation required to establish levels of funding.

34.15. Fiscal Monitoring. Section 1002.33(5)(b)(c), Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the school.

34.15.1. The Charter School shall provide monthly financial statements to the Sponsor, which shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance and any Charter Board approved budget amendments, no later than the twentieth (20th) day of the following month. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles in the same manner as the Charter School's annual financial reports, and be presented along the function/object dimensions prescribed in the Florida Department of Education publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools*, (the "Red Book").

34.15.3. The Charter School shall provide the Sponsor with unaudited annual financial statements, including all required financial statement disclosures, no later than six weeks after the Charter School's year-end covered by the financial statements.

34.16. Financial Records. The Charter School shall maintain documentation to support expenditures that are entered in the books of account and reflected in financial statements. Such documentation will take the form of original invoices, payroll information, bank statements, and receipts. The Charter School shall utilize the

governmental accounting model and follow the fund and account structure provided in the Red Book.

* (a) Monthly Financial Statement. The Charter School shall provide a monthly financial statement to the sponsor no later than one (1) month after the end of the month. These reports shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance. The monthly financial report shall be presented along the function/object dimensions prescribed in the Red Book.

(b) Other Financial Reports. The Charter School shall annually provide the Sponsor with an itemized list of real and personal property to include item description, vendor, purchase price, purchase date and useful life. The list shall correlate to the amounts in the audited financials.

(c) Other Reports. The parties agree that the Sponsor may request at any time, and the Charter School shall promptly provide, records and reports on the Charter School's operations, fiscal management, and student performance. Such reports may be in addition to those required elsewhere in this Charter.

(d) Annual Financial Report and Program Cost Report Information. The Charter School shall provide its annual financial report and program cost report information in state-required formats for inclusion in district reporting, in compliance with §1011.60(1), Florida Statutes.

34.17. Fiscal Year. The fiscal year of the Charter School shall be the same as the fiscal year of the Sponsor.

34.18. Financial Emergency. Section 1002.33 If a financial audit conducted by a certified public accountant in accordance with s.218.39 reveals that one or more of the conditions in s. 218.503(1) have occurred or will occur if action is not taken to assist the Charter School, the auditor shall notify the governing board of the Charter School, the sponsor, and the Commissioner of Education within 7 business days after the finding is made. The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received. The governing board shall include the corrective action plan and the status of its implementation in the annual progress report to the sponsor which is required pursuant to s. 1002.33(9). If the governing board fails to implement the corrective action plan within 1 year after one or more of the conditions specified in s. 218.503(1) occur, the State Board of Education shall prescribe any steps necessary for the charter school to comply with state requirements. The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements.

35. Facilities.

35.1. The Charter School shall be located at 835 School Street, Brooksville, FL. 34601 in Hernando County, in a facility that complies with all applicable building and

fire codes, health and safety requirements. The Operator shall immediately notify the Sponsor in the event that such occupancy permits are revoked.

- 35.2. An Operator opening a school in a newly constructed facility shall provide a detailed building plan to the Sponsor as a pre-opening requirement. The building plan may include, but is not limited to, a scope of work with timeline and cost estimates, project manager contact information and back-up facility plan. The Sponsor and Operator shall maintain consistent communication regarding the building construction to ensure the school opens within an agreed timeframe.
- 35.3. The Operator shall notify the Sponsor in writing regarding any potential change in the physical address of the school. If the address listed above is intended as a temporary location, a back-up facility plan should be provided in the Charter Application, Appendix 1.
- 35.4. The Operator agrees to provide the Sponsor with documentation regarding the Operator's property interest (owner or lessee) in the property and facility where the Charter School will operate. If the Operator does not own the property and facility, the Operator must show proof of a signed lease at least thirty (30) calendar days before the initial opening day of classes.
- 35.5. Pursuant to §1002.33(18)(a), Charter Schools shall decide whether to comply with the Florida Building Code or the State Requirements for Educational Facilities. It is expressly agreed that the Operator shall obtain all necessary facility certification, and other approvals required for use and continued occupancy of the facility as required by any applicable Federal, State or local law, ordinance or regulation.
 - 35.5.1. Buildings. The Charter School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to s.1013.37, F.S., or with applicable state minimum building codes pursuant to Chapter 553, F.S., and state minimum fire protection codes pursuant to s.633.025, F.S., as adopted by the authority in whose jurisdiction the facility is located or otherwise provided by state law. In addition to other required inspections, the Sponsor's facilities department will review the school's facility before occupancy can occur. The Charter School shall provide the Sponsor with a list of the facilities to be used, site plans, and their location.
- 35.6. The Operator further agrees that it shall be responsible for all cost for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies.
- 35.7. The Operator will obtain a valid and current certificate of occupancy and any other certificates that are required by the applicable building, fire, health and sanitation enforcement authorities at all times during the term of this Charter.
- 35.8. Facility Approval: The facility approval for the Charter School is as follows::

- 35.8.1. In order to operate its Charter School for the 2013 – 2014 school year, the Charter School shall have made final arrangements for a facility site no later than July 14, 2013, and shall have obtained final facility approval pursuant to 1002.33 (19), no later than August 1, 2013. Operation of the School for the 2013 – 2014 school year shall be contingent on facility approval.
- 35.8.2. If the Charter School has not secured facility approval by that date, then the Charter School's first year under this Charter shall be solely for planning and development and the Charter School shall not enroll any students or receive any funding from the Sponsor.
- 35.8.3. If during the term of this charter, the Charter School intends to relocate its facility, the Charter School will give the Sponsor at least ninety (90) days advance notice in writing. For any relocation, the Charter School shall have obtained final facility approval for occupancy no later than ten school days prior to the time of beginning classes at the new site.
- 35.8.4. The Charter School shall provide a copy of all written leases relative to facilities no later than July 15th of each year.
- 35.8. Inspections. Each year the Charter School shall provide to the Sponsor copies of its annual Fire Safety Inspection by the local Fire Department and its Fire Safety, Casualty and Sanitation inspection by an inspector trained and licensed to inspect under 69A-60. The Sponsor shall include the Charter School's inspections in its District Annual Fire Safety Report. The Charter School shall keep copies of both annual inspections on file at the School.
- 35.9. Health Permits and Inspections. The Charter School shall, at minimum, obtain a limited food service operating permit from the Hernando County Health Department before August of its inaugural year and no later than July 15 of each subsequent year. The facility shall be inspected as applicable by law. A copy of the inspection report will be posted according to state law.
- 35.10. The Operator agrees that at no time during the term of this Charter will the enrollment of the Charter School exceed the capacity permitted by zoning, building, fire and other applicable laws or regulations.
- 35.11. An Operator occupying a District Surplus Facility shall sign a building lease for use of the facility. The lease shall be between the Sponsor and the Operator and detail terms regarding maintaining the facility in a manner similar to district school board standards.
- 35.11.1. Ownership. The Charter School shall provide the Sponsor the lease or proof of ownership of the facility before the commencement of classes on the first day of school. The Charter School shall show proof of appropriate facility certification, including all certificates that are required by local building codes, before the commencement of classes. If the Charter School does not have the appropriate certification by the commencement

of classes, an adjusted opening day must be mutually agreed upon with the Sponsor, or this Charter may terminate; however, the Charter School application shall remain effective for the following school year. In addition, the Charter School must obtain a Certificate of Occupancy for new facilities prior to occupation by students. Lack of a valid Certificate of Occupancy or Temporary Certificate of Occupancy is grounds for Charter School closure by the Sponsor until such time as the appropriate certificates have been obtained.

36. Property of the School.

- 36.1. The Charter School acknowledges that any and all real and personal property which is leased, purchased, or otherwise acquired by the Charter School, through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida, shall be used solely by the Charter School for purposes related to the operation of the Charter School. The Charter School shall not enter into any contract which allows funds provided by or through the Sponsor or the State of Florida to be used directly or indirectly by any entity other than the Charter School to own or acquire any real or personal property, nor shall the Charter School allow any real or personal property leased, purchased or otherwise acquired through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida, to be titled in the name of any entity other than the Charter School.

37. Governance Structure.

- 37.1. Non-profit Organization. The Charter School is developed by a Florida not-for-profit entity. The governing board identified in the charter application shall oversee the affairs of the Charter School. The School's governing board will define and refine policies regarding educational philosophy, assessment and accountability measures, policy decision-making, fiscal controls and systems.
- 37.1.1. Non-profit reporting to Sponsor. The Charter School shall provide to the Sponsor a copy of the 501 (c)(3) application, as well as copies of all annual information returns required by the Internal Revenue Code, which shall be prepared by a Certified Public Accountant licensed in the State of Florida. The Charter School shall designate itself in Appendix 1 as a public or private employer.
- 37.2. Governing body. The governing body shall provide to the Sponsor a complete list of governing body members, qualifications and resumes. In the event of resignation, removal and/or addition of new members, the Operator shall notify the Sponsor within 14 calendar days. All members appointed to the School's governing shall be fingerprinted, no later than 45 days after appointed pursuant to s.1002.33(12)(g), Florida Statutes.
- 37.2.1. Names of and Contact Information for Governing Board Members: The names of Governing Board members must be held current at all times, and the Sponsor shall be notified immediately of any changes. The replacement of the initial Governing Board Members must be done in

staggered terms to ensure continuity in leadership and oversight, said terms of replacement should be properly stated in the Board's by-laws. The Charter School shall provide parents the names and contact information of the members of the Governing Board.

37.3. Conflict of Interest and Code of Ethics Standards. No member of the governing body shall receive any compensation for services, directly or indirectly, from the School's operations. All governing body members are subject to the Code of Ethics provisions in Florida Statute, Chapter 112. Violation of this provision shall constitute a material breach of Charter.

37.3.1. The Charter School Board Chair is responsible for ensuring the following:

- a. An employee of the Charter School or of the management company operating the Charter School shall not be a voting member of the School's Governing Board.
- b. An individual may not be employed, promoted, or advanced in or to a position in the 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 or advancement is made by the governing board of which a relative of the individual is a member.
- c. No officer, employee or member of the board of directors of the Charter School, acting in his or her official capacity, shall either directly or indirectly purchase, rent or lease any realty, goods or services from any business of which the officer, employee or member of the board of directors or their immediate family is an officer or employee or has a material interest. Nor shall an officer, employee or member of the board of directors for the Charter School or their immediate family directly or indirectly rent, lease or sell any realty, goods or services to the Charter School.
- d. A prohibited conflict of interest would exist if a voting member of the School's Governing Board becomes a principal in a profit-making venture or company that has submitted an application to participate in the operation of a charter school.
- e. A prohibited conflict of interest would exist if the spouse, parent, child, step-child, sibling or employee of the Charter School's Governing Board member were also a member of the Charter School's Governing Board.

37.3.2. Use of Public Funds. The Charter School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director/principal, officer or Board Member of

the Charter School or the spouse, parent, child, sibling of any principal/director, officer or Board Member, or from any business in which any officers or employees have an interest. Nor shall the Charter School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. Officers, employees and members of the governing board of a charter school and their families are subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

37.4. Public Meetings and Records. The School shall open all governing body meetings to the public, pursuant to Florida Statute, s. 286.011, Florida Statutes and public notice shall be given in a timely manner. The School shall also comply with s. 1002.33(16)(b)(2), Florida Statutes, relating to public records.

37.4.1. The Charter School's governing body shall conduct regularly scheduled meetings, provide reasonable public notice of the date, time and place of its meetings, and make minutes of its meetings available for public review in accordance with Florida's Public Records Law, Chapter 19, Florida Statutes. The Charter School's regularly scheduled meetings shall include sufficient member attendance to constitute a quorum of the governing body for the official conducting of School business. The Charter School shall provide a written process for providing public comment at board meetings. The requirement to hold regularly scheduled meetings and to make minutes of its meetings available to the public shall begin on the date the school is approved by the District. In addition the governing board of the Charter School shall at its first scheduled public meeting affirm and take responsibility for all contractual obligations undertaken by the governing board from the time the not-for-profit was incorporated until the Charter School was approved by the District. Each contractual obligation undertaken by the governing board prior to the school being approved by the district shall be recorded in the school minutes in enough detail to provide a clear rationale for undertaking the contractual obligation.

37.5. Powers of the Charter School's Governing Body. The powers of the Charter School's directors shall be as set forth in the bylaws. The Charter School's governing body shall supervise the principal of the Charter School, supervise audits and business practices, and be responsible for handling complaints concerning the operation of the Charter School. A copy of the original bylaws and their annual revisions shall be submitted to the Sponsor. Under no circumstances shall the governing body delegate its responsibilities to any private, for-profit entities.

37.6. Roles and Responsibilities of Governing Body. The Charter School's governing body shall annually adopt and maintain the Charter School's official operating budget and any subsequent amendments to the budget, and exercise continuing oversight over the Charter School's operation. In exercising its oversight and maintaining the budget, the governing body shall provide for a balanced general operating fund. The governing body shall review the Charter School's monthly financial statements and the performance of school administration at regular intervals. It shall be the governing body's responsibility for ensuring retention of

a CPA or auditor for the annual financial audit, reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan, and monitoring a financial recovery plan in order to ensure compliance. It shall also be the governing body's responsibility to ensure that the Sponsor receives reasonable proof of the Charter School's ability to fund the startup of the Charter School, as set forth in Section (34.4.) of this Charter.

37.7. Access by Sponsor to School. The Charter School acknowledges that a charter school is a Florida public school and is considered by the DOE to be a School District of Hernando County public school. Each charter school is supported in the main by public funds. A charter school is subject to the oversight of the Hernando County School Board, the Superintendent of Public Schools for Hernando County, Florida, and the Superintendent's administrative staff. The School agrees to provide the Sponsor's administrators with immediate access to the Charter School at any time the Sponsor or the Sponsor's administrators deem necessary in order to carry out the Sponsor's oversight function.

37.8. School Administrator or Principal. The Charter School shall provide the services of a full-time administrator/principal during all hours students are on the Charter School site, at minimum. The duties of the Charter School's administrator/principal shall be as set forth in Appendix 1.

38. Management Companies.

38.1. The Operator shall submit all management company or service provider contracts to the Sponsor for review. The Sponsor shall review the management company or service provider contracts based on fiscal and legal compliance with all applicable laws, ordinances, rules, and regulations. The Sponsor shall submit written documentation of any and all concerns noted in the contract review.

38.2. The contract between the Operator and the management company shall require that the management company operate the Charter School in accordance with the terms stipulated in the Operator's Charter and all applicable laws, ordinances, rules, and regulations.

39. Employment.

39.1. Operator Role and Practices. The Operator shall hire its own employees. The governing board of the Operator shall observe non-sectarian and anti-discriminatory practices. The Operator shall identify the charter school as a private or public employer in the state of Florida.

39.2. Employment Requirements. All instructional staff employed by the Operator shall meet all applicable state requirements for instructional personnel. If allowed by applicable State law, the Operator may employ a school leader and contract with skilled non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals.

39.2.1. Teacher Certification. The teachers employed by or under contract to the School shall be certified as required by s.1012.56, F.S. and applicable federal statutes. The Charter School in conjunction with the Sponsor

shall determine whether or not an applicant is eligible for certification based on documentation submitted by the applicant, and whether or not an applicant qualifies as a non-certified expert-in-the-field. Teachers assigned out-of-field must, each year, complete the required credit hours toward certification. The Charter School may employ or contract with skilled, selected non-certificated personnel to provide instructional services or to assist instructional staff members as teacher aides in the manner set forth in s.1012.56, F.S. Any decision by the Charter School to employ or contract with skilled, selected non-certificated personnel to provide instructional services or to assist instructional staff members as teacher aides in the manner set forth in s.1012.56, F.S. Any decision by the Charter School to employ or contract with noncertified persons for instruction services, and the basis for that decision, shall be shown in the minutes of a meeting of the Charter School's governing body.

39.2.1.1. ESE Endorsements or Certifications. The Charter School must hire an appropriate number of ESE-certified teachers to provide ESE services. The Sponsor must be notified immediately by the Charter School in the event that a certified ESE teacher is no longer employed or providing services to ESE students as required by their IEPs.

39.2.1.2. ESOL Endorsements or Certifications. Students enrolled at the Charter School who have been determined to have limited proficiency in English shall be served by ESOL-certified or ESOL-endorsed personnel, in accordance with the policies and procedures set by the State of Florida and will follow the Sponsor's District ELL Plan for Limited English Proficient Students. The Charter School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and reauthorizations.

39.2.2. Certifications and Licensure. The Charter School may not employ an individual to provide instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. Paraprofessionals employed by the Charter School must meet the educational requirements set forth in applicable federal statutes.

39.2.2.1. All employees and agents of the Charter School have an obligation and legal responsibility to report misconduct by instructional personnel and school administrators which affects the health, safety, or welfare of a student. Charter School officials are responsible for reporting teacher misconduct to the Department of Education, Office of Professional Practices, as required by Statute. In addition, the Charter School is responsible for complying with all applicable statutes for reporting child abuse, including but not limited, specific compliance with 1006.061.

39.2.3. Qualifications Disclosure. The Charter School agrees to disclose to the parents of its students and to the Sponsor the qualifications of its teachers and paraprofessionals. The Charter School shall submit to the Sponsor a list of all teachers and paraprofessionals employed at the Charter School at the beginning of each school year. The list must include the certification information requested by the Sponsor. The Charter School shall report to the Sponsor any and all staff changes made during the school year as they occur. At the Sponsor's request, the Charter School shall provide documentation as to the qualifications of persons designated as experts who assume instructional responsibilities. The Charter School shall notify parents of its students of those teachers who are teaching out of field prior to the first F.T.E. period and shall provide documentation as to the qualifications of persons designated as "experts in the field" who assume instructional responsibilities, if required.

39.2.4. Procedures. The Charter School agrees to implement the intended practices and procedures for hiring and dismissal; policies governing salaries, contracts and benefit packages; and targeted staff size, staffing plan and projected student-teacher ratio as described in Appendix 1.

39.3. Eligibility Requirements for Substitutes. All temporary instructors at the Charter School must meet any applicable State and Federal requirements for substitute teachers.

39.4. Criminal Background Checks. The Operator agrees to perform any and all criminal background checks required by State or local law before employing any person. The Operator further agrees that no person shall be employed whose criminal background check returns information that disqualifies that person from employment in a Charter School under any applicable Federal, State, or local law, ordinance or regulation. Applicants will be required to complete a background check document, similar to the Sponsors, as part of the application process.

39.4.1. Fingerprinting. The Charter School shall require all employees, prior to employment, to comply with fingerprinting requirements of §1012.32 and 1012.315 Florida Statutes. The members of the Charter School's governing body shall be fingerprinted in a manner similar to that provided in §1012.32, Florida Statutes. The Sponsor shall notify the Charter School of any findings. In the event of the renewal of this Charter, the Charter School shall update the fingerprint records of each employee and member of the Charter School's governing body every five (5) years as required by state law. The governing body of the Charter School shall not allow any person who has been convicted of a crime of moral turpitude to serve in any position requiring or involving direct contact with students. The Charter School is responsible for compliance with all applicable Florida Statutes pertaining to background screening and employment requirements. The governing body shall not allow any person with a criminal conviction to serve in any capacity with the Charter School or its governing body without the written consent and approval of the governing body, which shall be signed by consenting member of the governing body. In addition, the Charter School will develop a professional review

committee to evaluate information provided by the applicant on his/her background information form. If an applicant fails to disclose relevant background information and the report of compliance is returned with a criminal offense, the review committee may recommend termination.

39.5. Anti-Discrimination Provision. The Charter School shall comply with the anti-discrimination provisions of §1000.05, Florida Statutes ("The Florida Education Equity Act").

39.6. Non-Compliance. If the Charter School is determined to be in non-compliance with Section 39 (39.2.1.), (39.2.2.), or (39.4.), the Sponsor shall provide written notice to the Charter School. If the Charter School is not in compliance within twenty-one (21) calendar days of its receipt of the notice, the Sponsor may require the Charter School to remove the employee until compliance is met.

39.7. Drug Free Workplace. The Charter School will establish and maintain an alcohol and drug-free workplace, pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. §701 et seq., and 34 C.F.R. Part 85(F). If the Charter School employs persons to operate commercial motor vehicles, it shall comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), 49 C.F.R. Parts 40 and 382, and §234.101, Florida Statutes. The testing records shall be made available to the Sponsor for inspection upon request.

40. Insurance. The Operator shall obtain, maintain and provide the Sponsor with evidence of the following insurance coverage throughout the term of the Operator's Charter:

40.1. Indemnification of Sponsor. To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless the Sponsor, its members, officers, employees, agents, affiliates, representatives (collectively, the "Sponsor Indemnitees") from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorneys fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) possession, occupancy or use of the property of the Charter School, its faculty, students, patrons, employees, guests or agents, (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Operator, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulations by the Operator, its faculty, students, patrons, employees, guests or agents and/or (iv) any breach, default, violation or non-performance by the Operator of any term, covenant, condition, duty or obligation provided in this Charter including, but not limited to, the Accountability Plan (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Sponsor Indemnity or from any act or omission of the Operator required by law or the Operator's Charter.

40.2. Indemnification of Operator. To the fullest extent permitted by law, the Sponsor shall indemnify, defend and hold harmless the Operator, any successor entity thereto, and their respective members, officers, employees, agents, affiliates and

representatives (collectively, the "Operator Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Sponsor, its members, officers, employees, agents, affiliates or representatives (ii) a violation of any law, statute, code, ordinance or regulations by the Sponsor, its members, officers, employees, agents, affiliates or representatives, and/or (iii) any breach, default, violation or non-performance by the Sponsor of any term, covenant, condition, duty or obligation provided in this Charter (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Operator Indemnitee or from any act or omission of the Sponsor required by law or this Charter.

- 40.3. Defense of Indemnified Parties. This indemnification, defense and hold harmless obligation shall survive the termination of this Charter. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.
- 40.4. Duty to Indemnify. The duty to indemnify for professional liability as insured by the School Leader's Errors and Omissions policy described in this charter will continue in full force and effect notwithstanding the expiration or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination.
- 40.5. Limitations. In no way shall the School Leader's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the Charter School is insured or for which the Charter School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.
- 40.6. Patent and Proprietary Rights. The Charter School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the Charter School.
- 40.7. Sovereign Immunity. Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by s.768.28, F.S.
- 40.8. Financial Arrangements. Any loans, bonds, or other financial arrangements are not obligations of the state or the Sponsor but are obligations of the Charter School and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or 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 the Sponsor.

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

40.10. Evidence of Insurance. Without limiting any of the other obligations of the Charter School, the Charter School shall, at the Charter School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. As to each type of insurance required to be provided by the Charter School under this Charter, the Charter School shall provide evidence of such insurance in the following manner:

40.10.1. Time to Submit. As evidence of compliance with the insurance required by this Charter, the Charter School shall furnish the Sponsor with fully completed certificate(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, not later than ten days before the starting day for employees. The insurance shall be maintained in force, without interruption, until this Charter is terminated.

40.10.2. Notice of Cancellation. Each certificate of insurance shall provide and require that the Sponsor will be given no less than sixty (60) days written notice prior to cancellation.

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

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

40.11.1. Insurers shall be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes.

40.11.2. If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the Charter School shall, as soon as it has knowledge of

any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements within 30 days of notification.

40.12. Commercial General Liability Insurance. The Charter School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

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

40.12.2. Minimum Limits. The minimum limits to be maintained by the Charter School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars and zero cents (\$1,000,000.00) per occurrence/two million dollars and zero cents (\$2,000,000.00) annual aggregate.

40.12.3. Deductible/Retention. Except with respect to coverage for Property Damage Liability, the commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars and zero cents (\$1,000.00) per occurrence.

40.12.4. Occurrence/Claims. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the Charter School shall maintain, without interruption, the Liability Insurance until four (4) years after termination of this Charter.

40.12.5. Additional Insured. The Charter School shall include the Sponsor and its members, officers and employees and agents as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "the Sponsor, its members, officers, employees and agents as additional insured". A copy of the policy and certificates shall be provided to the Sponsor within ten (10) calendar days after receipt by the Charter School.

40.13. Automobile Liability Insurance. The Charter School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

- 40.13.1. Liabilities Covered. The Charter School's insurance shall cover the Charter School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.
- 40.13.2. Occurrence/Claims. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the Charter School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this contract.
- 40.13.3. Minimum Limits. The minimum limits to be maintained by the Charter School (inclusive of any amount provided by an umbrella or excess policy) shall be one million dollars and zero cents (\$1,000,000.00) per occurrence with a deductible of not more than one thousand dollars and zero cents (\$1,000.00), and if subject to an annual aggregate, two million dollars and zero cents (\$2,000,000.00) annual aggregate.
- 40.14. Workers' Compensation. The Charter School shall, at its sole expense, provide, maintain and keep in force Worker's Compensation/Employer's Liability Insurance which shall conform to the following requirements:
- 40.14.1. Coverages. The Charter School's insurance shall cover the Charter School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Worker's Compensation Policy, as filed for use in Florida by the national Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.
- 40.14.2. Minimum Limits. Subject to restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be one million dollars and zero cents (\$1,000,000.00) per occurrence/two million dollars and zero cents (\$2,000,000.00) annual aggregate. If the Charter School leases employees, it shall provide certified proof that the lesser corporation maintains appropriate workers compensation insurance.
- 40.15. School Leader's Errors and Omissions Insurance. Subject to reasonable commercial availability, the Charter School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance, which shall conform to the following requirements:

- 40.15.1. Form of Coverage. The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the Charter School for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.
- 40.15.2. Coverage Limits. The insurance shall be subject to a maximum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars and zero cents (\$1,000,000.00) per claim/two million dollars and zero cents (\$2,000,000.00) annual aggregate, with a maximum deductible of five thousand dollars and zero cents (\$5,000.00) per claim.
- 40.15.3. Occurrence/Claims. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the Charter School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination of this Charter.
- 40.15.4. Alternative. If the School Leader's Errors and Omissions liability insurance is not reasonably commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof with the same minimum limits of coverage as set forth above. Coverage shall be on an occurrence basis. If such insurance is on a claims made basis, the Charter School shall maintain, without interruption, the insurance until four (4) years after termination of this Charter.
- 40.16. Property Insurance. The Charter School shall maintain hazard insurance on its own buildings and property during the term of this Charter. The Charter School will provide proof of such insurance and its renewals to Sponsor.
- 40.16.1. Buildings. The Charter School agrees to secure hazard insurance coverage for its own buildings, property and contents during the term of the Charter. The Charter School will provide proof of such insurance and its renewals to the Sponsor. In the event of a claim and the Charter School chooses not to rebuild or repair, the proceeds from the claim shall be promptly paid to the Sponsor to rebuild or repair.
- 40.16.2. Property Damage Liability. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars and zero cents (\$1,000.00) per occurrence.
- 40.16.3. Watercraft insurance and liability coverage: The Charter School agrees to secure liability insurance coverage for all owned or leased watercraft during the term of the Charter. The Charter School shall provide proof of such insurance and its renewals to the Sponsor during the term of this Charter contract. The

coverage for Watercraft Liability Insurance shall be subject to a minimum liability coverage of one million dollars and zero cents (\$1,000,000.00) per claim.

40.17. Additional Insurance Provisions. The following provisions are applicable to all insurance coverages required under this Charter:

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

40.17.2. Deductibles/Retention. Except as otherwise specified, the insurance maintained by the school shall apply on a first dollar basis without application of a deductible or self-insurance retention.

40.17.3 Liability and Remedies. Compliance with the insurance requirements of this Charter shall not limit the liability of the Charter School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to, and not in lieu of, any other remedy available under this Charter or otherwise.

40.17.4. Subcontractors. The Charter School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

40.17.5. Approval by Sponsor. Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the Charter School shall relieve the Charter School of the School's full responsibility to provide the insurance as required by this Charter.

40.17.6. Default Upon Non-Compliance. The Charter School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

41. Covenants and Warranties of the Operator. The Operator covenants and warrants as follows:

41.1. Compliance with Laws and Regulations. The Operator shall operate at all times in accordance with all applicable Federal and State laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, housing status or need for special educational services. The Operator will not partake in activities or events that foster the establishment of religion contrary to the first Amendment of the Constitution.

41.2. Compliance with Charter. The Operator shall operate at all times in accordance with the terms of its Charter.

41.3. Maintenance of Corporate Status and Good Standing. The Operator shall at all times maintain itself as a not-for-profit corporation under all applicable State laws, shall remain in good standing, and shall timely make all required filings to maintain its status and good standing. Upon request, the Operator shall provide the Sponsor with certified copies of its Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a not-for-profit corporation, its By-laws, and all amendments or modifications thereto.

42. Cancellation/Termination of the Operator's Charter.

42.1. The Sponsor may terminate the Operator's Charter pursuant to s.1002.33(8)(a), Florida Statutes, on any of the following grounds:

42.1.1. Failure to participate in the state's education accountability system created in s.1008.31, Florida Statutes, as required in this section, or failure to meet the requirements for student performance stated in the charter.

42.1.2. Failure to meet generally accepted standards of fiscal management.

42.1.3. Violation of law related to the operation of the school.

42.1.4. Other good cause shown as determined by the Sponsor.

42.2. Good cause for non-renewal or termination includes, but is not limited to, the following:

42.2.1. Failure to participate in required State assessment programs.

42.2.2. Failure to achieve state defined Annual Measurable Objectives (AMOs) by the end of the 2016-2017 school year [Elementary Secondary Education Act (ESEA) waiver to NCLB 2001];

42.2.3. If the Operator or its representatives are found to have committed a material fraud related to the operation of the school or to have made a material misrepresentation in the Operator's charter school application and proposal;

42.2.4. Failure to implement a School Improvement Plan, as required;

42.2.5. Failure to make progress toward the stated mission of the Operator pursuant to the charter school application and the Operator's Charter;

42.2.6. Failure to deliver instructional programs or curricula identified in the charter school application or proposal;

42.2.7. Having 90 days or more delinquency in payments to vendors or inability to maintain adequate cash flow;

42.2.8. If the Operator files for voluntary bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Operator cannot continue to operate or the Operator is no longer economically viable;

42.2.9. Failure to have an acceptable annual audit and timely submit financial reports or other reports required by State or Federal law or the terms of the Operator's Charter;

42.2.10. Failure to manage public funds in accordance with the Generally Accepted Accounting Principles;

- 42.2.11. Failure to maintain insurance coverage as described in this Charter;
 - 42.2.12. Failure to provide the Sponsor with required access to records;
 - 42.2.13. Violation of any court order pertaining to the operation of the Charter School;
 - 42.2.14. Breach of any covenant, warranty or obligation contained in the Operator's Charter;
 - 42.2.15. Failure to comply with any applicable building, fire or health code requirements;
 - 42.2.16. Failure to comply with all applicable Federal, State and local laws and regulations;
 - 42.2.17. Failure to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by local government or other governmental agencies;
 - 42.2.18. Failure to provide Exceptional Student Education programs and services as required by Federal, State and local laws and policies; or
 - 42.2.19. Failure to provide English Language Learners with programs and services required by Federal, State and local laws and policies.
- 42.3. At least ninety (90) days before terminating the Charter, the Sponsor or its agents or representatives shall notify the Operator of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Operator's governing body may, within 14 calendar days after receiving the notice, request an informal hearing before the Sponsor. The district must conduct the hearing within 30 calendar days after receiving the written request.
- 42.4. The Sponsor, at its sole discretion, may send in financial and/or instructional experts from the Sponsor to advise and assist the Operator in improving the situations stated in the notice as grounds for termination. The Operator shall cooperate fully with such Sponsor personnel's attempts to assist the Operator. Failure to cooperate, or failure to significantly improve the noted situation(s) with such assistance, shall constitute further good cause for termination.
- 42.5. The Sponsor shall conduct the informal hearing within 30 calendar days after receiving a timely written request. The Operator's governing body may, within the 30 calendar days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to any applicable State law.

43. Immediate Termination. This Charter may be terminated immediately by the Sponsor with board action, if it is determined that the health, safety, or welfare of the students is threatened.

- 43.1. Except in cases of Good Cause or extreme danger to student health, safety, or welfare, the Sponsor agrees to provide, when practical and feasible, three (3) calendar days' notice before effectuating an immediate termination. The Sponsor must provide the basis for the termination in writing detailing the basis, and such

findings, should be made concurrently with the Sponsor's termination action. The Operator's governing board may, within fourteen (14) calendar days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to any applicable State or local law.

- 43.2. Upon immediate termination, the Sponsor shall assume the operation of the Charter School at least throughout any timely appeal by the Operator under State or local law. The Operator agrees that, upon receiving notice of the Sponsor's decision to immediately terminate the Charter, the Operator shall immediately give the Sponsor all the keys to the Charter School's facilities and all security-system access codes and access codes for all computers in the Charter School's facilities, and shall immediately make accessible all education and administrative records of the Charter School so that the Sponsor may properly assume operation of the Charter School. Moreover, within two (2) business days, the Operator shall turn over all records and information regarding the accounts of all of the public funds held by the Operator; and turn over all of the public property and public funds to the Sponsor. The Operator shall fully cooperate in the turnover to the Sponsor to ensure a smooth transition for the students.
- 43.3. The Operator's instructional and operational employees may continue working in the Charter School during the time that the Sponsor operates the Charter School. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during this time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the Charter School. Additionally, the Sponsor may elect to void contractual agreements.
- 43.4. Any unencumbered public funds from the Charter School, any Sponsor 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.
- 43.5. If the Operator prevails in an appeal, the Sponsor shall, within three (3) business days, return keys, security codes, and the facility itself to the Operator. In that case, the Operator's employees will continue as employees of the Operator, and the governing board of the Operator shall resume operation and oversight of the charter School. However, the Charter still may be terminated on 90 days' notice if grounds for such termination exist.
- 43.6. If the Operator appeals and is not successful, the Sponsor shall allow the Operator's governing body to retrieve any personal belongings of its members from the Charter School, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor.

44. Post Termination Matters.

- 44.1. In the event that the Charter School is required to cease operation for any reason including but not limited to non-renewal, pursuant to Florida Statute §1002.33(8),

the provisions of the School Closure Protocol, as detailed herein, shall take effect immediately.

44.2. In cases of non-renewal or termination of the Charter, the Charter School shall be dissolved. The governing body agrees not to dissolve until it has concluded all affairs connected to the non-renewal or termination of the Charter. Student records shall be turned over to the Sponsor within 3 business days; and copies of all administrative, operational, and financial records of the Operator shall be provided to the Sponsor on the date the termination/non-renewal takes effect. A final audit report and the final accountability report shall be submitted for the immediate fiscal and school year.

44.3. In the event the Operator's Charter is terminated, any property, improvements, furnishings and equipment purchased with public funds shall automatically revert to the Sponsor (subject to any lawful liens and encumbrances).

45. Intervention.

45.1. The Sponsor retains the right to institute an intervention or to require the Operator to enter into a school improvement plan as required under Federal or State law for the purpose of addressing any defaults or deficiencies in the operation of the Charter School.

46. Disputes. If a conflict arises out of the terms, construction, or rights or obligations contained in this Contract, the Sponsor or the School may commence action in accordance with the guidelines stipulated in Fla. Statute, § 1002.33(6)(i).

47. Governing Law. The Operator's Charter shall be governed by, subject to and construed under the laws of the State of Florida without regard to its conflicts of law provisions.

48. Waiver. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

49. Counterparts; Signature by Facsimile. The Operator's Charter may be signed in counterparts, which shall together constitute the original agreement of the Parties. Signatures received by facsimile (with confirmation thereof) by either of the parties shall have the same effect as original signatures.

50. Modification. The Operator's Charter, including the application materials attached as Appendix 1, may not be modified during its initial term or any renewal term, unless such modifications shall be executed by both Parties in writing.

51. Assignment. This Charter may not be assigned or delegated by the Operator under any circumstances, it being expressly understood that this Charter runs solely and exclusively to the Operator.

52. Notices. Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if it is delivered by hand, overnight courier, facsimile (with confirmation thereof), or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the Parties at the following addresses:

School: Brooksville Engineering, Science, and Technology (temporary mailing address)
7224 River Country Drive
Weeki Wachee, FL 34607

Sponsor: The School Board of Hernando County, Florida
919 North Broad Street
Brooksville, Florida 34601

53. Severability. In the event that any provision of the Charter shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have made and entered into this Charter as of the Effective Date stated above.

Sponsor: The School Board of Hernando County, Florida

By: [Signature] AS CHAIR

Print Name: Matthew A. Foreman

Witness: [Signature]

Operator: Brooksville Engineering, Science, and Technology Academy, Inc.

By: [Signature] - CHAIRPERSON

Print Name: Aimee Whitehead

Witness: [Signature]

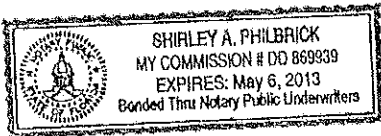
STATE OF FLORIDA COUNTY OF HERNANDO

On this 13 day of 3, 2013, before me personally appeared AIMEE WHITEHEAD, for Brooksville Engineering, Science, and Technology, Inc. Hernando County, Florida, to me personally known or who produced FLORIDA DL as identification and who, after being first dully sworn, acknowledge that they executed this document as their free act and deed.

[Signature]

NOTARY PUBLIC
State of Florida At Large
Commission No:
Commission expires:

SHIRLEY A. PHILBRICK
Printed Name of Notary



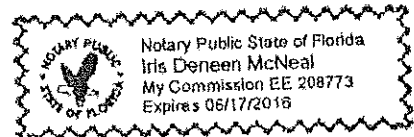
STATE OF FLORIDA COUNTY OF HERNANDO

On this 17th day of March, 2013, before me personally appeared Matthew A. Foreman, Chair, for the School Board of Hernando County, Florida, to me personally known or who produced _____ as identification and who, after being first dully sworn, acknowledge that they executed this document as their free act and deed.

[Signature]

NOTARY PUBLIC
State of Florida At Large
Commission No:
Commission expires:

IRIS D. McNEAL
Printed Name of Notary



Appendix 2 Accountability Plan

1. **Assessment Programs:** The students attending the Charter School shall participate in all statewide assessments required by FLDOE, and will participate in an assessment program that mirrors the countywide assessment of the Sponsor's traditional school students enrolled in comparable grades/schools. The methods to be used to identify the educational strengths and needs of students and the educational goals, objectives and performance standards are set forth in Appendix 1.
2. **Implementation:** The Charter School agrees to implement its educational and non-educational programs as specified in its approved application and as stated in this Charter, setting forth the Charter School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identity and acquisition of appropriate technologies needed to improve educational and administrative performance. The outline of the Charter School's curriculum is included in Appendix 1. The Sponsor shall ensure that the Charter School's curriculum is innovative and consistent with the State education goals established by §1000.03, Florida Statutes. The Florida Department of Education (FDOE) Sunshine State Standards shall be used as the curriculum guideline. The Charter School will provide instruction each year for at least the number of days required by law for other public schools.
3. The Charter School agrees to implement a program of study consistent with the educational and behavioral needs of the students and consistent with the state educational goals established by §1006.22, F.S. During the first year of the Charter, the Charter School agrees to determine and implement the current baseline of achievement, the outcomes to be achieved, and the methods of measurements mutually agreed upon and identified in the Charter School's application. All primary academic goals and objectives shall be measured by student performance on the Florida Comprehensive Achievement Test (FCAT) or any statewide assessments defined by the state for this purpose.
4. The Sponsor's review of the Charter School's progress toward meeting its student achievement goals and objectives will inform decisions related to the renewal, non-renewal or termination of this Charter. In addition to evaluating the Charter School's success in achieving the objectives stated in the application and the Charter, all charter schools will be held accountable for meeting the state's student performance requirements as delineated in State Board of Administrative Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability* (specific authority §§1001.02, 1008.33, and 1008.345, F.S.)
5. **Assessment Programs:** The students attending the Charter School shall participate in all statewide assessments required by the DOE, and will participate in an assessment program that mirrors the countywide assessment of the Sponsor's traditional school students enrolled in comparable grades/schools.

The methods to be used to identify the educational strengths and needs of students and the educational goals, objectives and performance standards are set forth in Appendix 1. For students with an IEP, the Charter School will participate in all assessments as determined by the IEP committee. The Sponsor will provide consultation and those services/support activities routinely provided to the Sponsor's staff regarding the implementation of state- and district-required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The Charter School agrees to comply with the state- and district-defined procedures for administering and handling state and district testing. The Charter School agrees that its students will be assessed within the timeframe required for the Sponsor's other public schools.

6. Accommodations: Exceptional Student Education (ESE) students' IEPs will document the type of assessment (regular or alternate) and any accommodations needed. All active Section 504 and English Language Learners' (ELLs') individual 504 and ELL plans will document any accommodations needed.
7. Testing Security: All testing shall be conducted according to security rules in applicable test manuals, Florida Statutes, and Chapter 6A-10.042 State Board of Education, Administrative Rules. The Sponsor reserves the right to send proctors to the Charter School during State assessment days to monitor test security and the processes used in test administration to ensure the integrity of the Charter School's testing and assessment program.
8. Progress Monitoring: The Sponsor shall monitor the Charter School in its progress toward stated goals as required by §1002.33, Florida Statutes, and the Charter School shall be accountable to the Sponsor for performance. The Charter School will obtain a current baseline standard of achievement for each student in reading, writing, and mathematics through a beginning-of-the-year academic assessment or academic records analysis, curriculum-based and teacher-made tests, process-and-product orientation portfolios, teacher observations, parent-teacher conferences, and classroom performance. The results of the assessment or analysis will be documented and shared with parents. The Charter School will also establish goals, objectives, and strategies to meet stated goals, and assess and monitor student gains. This information will be updated on an annual basis and included in the School's Annual Report.
 - a. "D" Grade: If the Charter School receives a grade of "D" under §1008.34 (2), the director and a representative of the governing body of the Charter School shall appear before the Sponsor or the Sponsor's staff at least once a year to present information concerning each contract component having noted deficiencies. The Sponsor shall communicate at the meeting, and in writing to the director, the

services provided to the Charter School to help the School address its deficiencies.

- b. "D" Grade for 2 Consecutive Years or "F" Grade: If the Charter School receives a grade of "D" for 2 consecutive years or a school grade of "F" under §1008.34 (2), the Sponsor or the Sponsor's staff, upon notification of such grade, shall require the director and a representative of the governing body to submit to the Sponsor for approval a school improvement plan to raise student achievement and to implement the plan. The Sponsor has the authority to approve a school improvement plan that the Charter School will implement in the following school year. The Sponsor may also consider the State Board of Education's recommended action pursuant to §1008.33 (1) as part of the school improvement plan. If the Charter School fails to improve its student performance from the year immediately prior to the implementation of the school improvement plan, the Sponsor shall place the Charter School on probation pursuant to §1002.33 (9)(p).
- c. Annual School Presentation: The director and a representative of the governing body of a graded charter school that has submitted a school improvement plan or has been placed on probation under (8b) of the above Accountability Plan, shall appear before the Sponsor or the Sponsor's staff at least once a year to present information regarding the corrective strategies that are being implemented by the Charter School pursuant to the Charter School's improvement plan. The Sponsor shall communicate at the meeting, and in writing to the director, the services provided to the Charter School to help the Charter School address its deficiencies.
- d. Authority to Terminate: Notwithstanding any provision of (8) of the above Accountability Plan, the Sponsor may terminate the Charter at any time pursuant to Section (6), (7), or (8) of the Charter School Contract.

9. Reading Program: The Charter School is expected to implement a reading curriculum that is consistent with effective teaching strategies that are grounded in scientifically based reading research as stated in §1002.33(6)(a)(4) and (7)(a)(2), F.S. The Charter School will ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level.

10. Curricular Program for Retained Students: Pursuant to §1008.25(2)(b), F.S., an intensive program that is different from previous year's program must be provided to students who have been retained. The Charter School will implement activities such

as those listed below to meet the mandatory requirement of providing different curricula and instructional strategies:

- a.. At least ninety (90) minutes of an uninterrupted block of reading time
- b. Specialized reading materials
- c. Differentiated instruction
- d. Tutoring and mentoring
- e. More frequent progress monitoring
- f. Combined/Transitional classes
- g. Small-group instruction
- h. Smaller classes
- i. Extended school day, week, and/or year

11. Limited Extension: A limited extension will be valid for the period from July 1 through July 31 of the contract renewal year for any school that the district deems in poor academic standing or in need of improvement. This allows the district to obtain FCAT or assessment accountability scores for use in renewal decisions.