

**HILLSBOROUGH COUNTY PUBLIC SCHOOLS  
CHARTER SCHOOL CONTRACT**

THIS CHARTER SCHOOL CONTRACT (hereinafter referred to as the "Charter"), entered into this 1 day of February, 2011, is between THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, a public corporate body operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and Back to Basics Charter School Foundation, Inc. organized under the laws of the State of Florida (hereinafter referred to as the "School").

WHEREAS, the Sponsor is desirous of supporting high performing and innovative charter schools pursuant to §1002.33, Florida Statutes, that are designed to and will enhance the education of Hillsborough County students; and

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 I and incorporated herein by reference, to provide the education of those Hillsborough 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, pursuant to §1002.33, Florida Statutes, the Sponsor and the School do hereby agree as follows:

**PART 1: GENERAL PROVISIONS**

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Application: The School's approved application to operate a charter school is appended hereto as Appendix I and is incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix I, 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: This Charter shall become effective on February 1, 2010, or upon signing by both parties, whichever date is later, and shall cover a term of 15 years commencing on July 1, 2011, and ending on June 30, 2026. This Charter is subject to annual review and may not be renewed or may be terminated as hereinafter provided.
4. Start-up Date: The start-up date of the 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. Charter Renewal: 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.

6. Fifteen Year Charter Renewal: In order to facilitate long-term financing for school construction, the School is eligible for a fifteen (15) year charter renewal if the School has been in operation for a minimum of three (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 School if:

- a. The 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 School is not in a state of financial emergency or deficit position as defined in §1002.33(7), F.S.
- c. The School has fully complied with all obligations imposed by the charter.

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

8. Non-renewal or Termination: At the end of the Charter’s initial term, or any renewal term, the Sponsor may choose not to renew or may terminate the Charter 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, including the incorporated application attached in Appendix I. Should the 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. In the event that the School is not graded by the Department of Education, the Sponsor will calculate the equivalent grade using the state standards. If the School’s students’ FCAT performance 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.
- (b) Failure to meet generally accepted standards of fiscal management. Should the School end its fiscal year in a deficit for two consecutive years, this will constitute grounds for termination of the Charter.
- (c) Violation of law.
- (d) Violation of provisions in the Charter.
- (e) Other good cause shown.

9. Immediate Termination of Charter: During the initial term of the Charter, or any renewal term, the Charter 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 School’s governing body at the time of termination or as otherwise required by Florida Statutes. The 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.

10. Notice of Non-renewal or Termination by Sponsor: If the Sponsor intends not to renew or to terminate the Charter, except when terminating the Charter immediately pursuant to Part 1(9) above, it shall notify the 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 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 and provide a letter of non-renewal or termination and documentation supporting the reasons to the School's governing body, the School's principal, and the Department of Education. The 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, appeal the decision pursuant to the procedure established in §1002.33 (6).

11. Notice of Non-renewal by School: If the 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's expiration.

12. Property of the School: The School acknowledges that any and all real and personal property which is leased, purchased, or otherwise acquired by the 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 School for purposes related to the operation of the School. The 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 School to own or acquire any real or personal property, nor shall the 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 School.

13. Dissolution of School: The School acknowledges that, in the event that the School ceases to operate as a charter school, or the School's Charter is not renewed or terminated for any reason whatsoever, then the School shall be dissolved and any unencumbered public funds, except for capital outlay funds, from the 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 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 for any reason.

Within ten (10) calendar days of the School's dissolution, the School shall deliver the real and personal property to the Sponsor, or, with the Sponsor's approval, the School may pay to the Sponsor the fair market value of the Sponsor's interest in the property, as determined by the Sponsor, after the complete satisfaction of all lawful liens or encumbrances. The School shall execute all documents to accomplish the transfer of title as may reasonably be determined by the Sponsor. If the 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.

## Attachment 2

Independent donations or pledges of support to the 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.

14. Transfer of Records: Upon the termination, immediate termination, non-renewal or expiration of the Charter pursuant to Part 1 (8) and (9) above, the 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 School and the Sponsor. The 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 is terminated immediately, no later than three (3) days after its receipt of the Sponsor's written findings, the 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 School, including the account name, number, and balance. The actions upon termination described in this paragraph shall be taken without regard to whether the School chooses to exercise its right to appeal the Sponsor's decision to terminate the Charter; in the event that the School appeals the termination decision, the information provided by the School shall be used by the Sponsor; and the Sponsor will hold all of the School's assets in trust pending a final appeal decision by the State Board of Education pursuant to Florida Statutes.

15. School's Debts: If the Charter expires and is not renewed or is terminated, the 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, Back to Basics Charter School Foundation Inc. shall be responsible for all of the debts of the School. The Sponsor shall not assume the debt from any contract created for services or other indebtedness between the governing body of the School (or any Guarantor) and any third party, except for a debt for which the Sponsor and the School previously agreed in writing would be paid by the Sponsor.

16. Dispute Resolution: 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 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 provision.
- (b) The person having responsibility for implementing this Charter 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. If an amendment to the Charter 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).

17. Statutory Requirements: The 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.

18. Annual Progress Report: The governing body of the 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 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:

- (a) A description of the School's progress toward achieving the goals outlined in its charter school application, the Charter 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 School.
- (b) The information required in the Annual Report pursuant to §§1008.31 and 1008.345, Florida Statutes. The 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 School's performance projections identified in the Charter. The School shall identify reasons for any difference between projected and actual student performance. The School agrees to utilize data provided through participation with the Sponsor in electronic processing systems pertaining to admissions, registration, and student records.
- (c) The independent auditor's report on the annual financial audit of the School, as set forth in Part 4 (9) 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 School, including but not limited to its revenue and expenditures, at a level of detail that allows for an analysis of the School's ability to meet financial obligations and timely repay debt.
- (d) 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

Attachment 2

about all personnel within the School, including salary and benefit levels of employees.

- (e) A student discipline summary.
- (f) Documentation of the facilities the School currently uses or plans to use for instructional, administrative, or investment purposes.

19. Other Reports: The parties agree that the Sponsor, with notice, may reasonably request at any time, and the 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).

20. Record Keeping: The 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 School shall maintain all student data reporting elements in the Sponsor's Student Information System. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code.

- (a) Access to Records: The 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 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 School.
- (b) Records of Departing Students: All Permanent records of students leaving the School, whether by graduation, or transfer to a Hillsborough 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 School will be expected to record such transfers, utilizing the Sponsor's established data system. The School shall retain copies of the departing student's records created during the student's attendance at the School for five (5) years. Records of student progress will be transferred to the appropriate school if a student withdraws to return to a Hillsborough County Public School or to another school district.

The Sponsor agrees to cooperate, in a timely manner, with the School to provide cumulative folders and permanent records, including IEPs, of students choosing to attend the School upon enrollment in the School. All cumulative folders and permanent records of students leaving the School to attend a school outside of the Hillsborough County Public School District will be copied and forwarded to the

## Attachment 2

receiving school. The original cumulative folder and permanent record will be filed with the School's inactive student records and transferred to the sponsor in accordance with Florida Statutes.

- (c) Exceptional Student Education Records: 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 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.
- (d) Personnel Records: The School shall keep true and complete copies of the personnel files for all persons employed by the School at a readily accessible location in the School, which shall be open to public inspection as provided by law. The School shall also maintain all personnel data in the Human Resource application maintained by the Sponsor.
- (e) Access to Technology: The School site administrator may request login access to the required applications maintained by the Sponsor for 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. 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.

21. Contract with Outside Entity: In the event that the School contracts with any person or entity other than the Sponsor during the term of the Charter, the 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.

22. Sharing Board of Directors: In the event that the 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 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.

23. Class Size Amendment: The School shall comply with Section 1 of Article IX of the Florida Constitution that was amended in November 2002 to provide 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 ranges shall be:

- Eighteen (18) students in Pre-Kindergarten through Grade 3
- Twenty-two (22) students in Grades 4-8
- Twenty-five (25) students in Grades 9-12

## Attachment 2

Core curricula courses for class size reduction are those belonging to the following areas: mathematics, language arts/reading, science, social studies, foreign language, English for Speakers of Other Languages (ESOL), Exceptional Student Education (ESE), and courses taught in traditional, self-contained elementary school classrooms. Specific legal descriptions of these courses may be found in §1003.01(14), F.S.

This School will be in full compliance with the amendment's provisions beginning in School Year 2010-2011.

### **PART 2: ACADEMIC ACCOUNTABILITY**

1. Implementation: The 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 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 School's curriculum shall be submitted to and approved by the Sponsor. The Sponsor shall ensure that the 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 outline of the School's curriculum shall be submitted to and approved by the Sponsor. The School will provide instruction each year for at least the number of days required by law for other public schools.

The 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 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 School's application. All primary academic goals and objectives shall be measured by student performance on the Florida Comprehensive Achievement Test (FCAT). Such goals and objectives shall be amended and modified annually, included in Appendix II of this Charter, and thereafter will become part of this Charter.

The Sponsor's review of the 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 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.)

2. Non-Sectarian: The School agrees that the School's programs, admission policies, employment practices, and operations shall be non-sectarian.

3. Assessment Programs: The students attending the 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 II. In addition, first-grade and second-grade students will participate in the Sponsor's



administration of the Stanford test or a nationally recognized norm-referenced assessment, as approved by the Sponsor. For students with an IEP, the 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 School agrees to comply with the state- and district-defined procedures for administering and handling state and district testing. The School agrees that its students will be assessed within the timeframe required for the Sponsor's other public schools.

4. 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 ELL students' individual 504 and ELL plans will document any accommodations needed.

5. 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 School during State assessment days to monitor test security and the processes used in test administration to ensure the integrity of the School's testing and assessment program.

6. Progress Monitoring: The Sponsor shall monitor the School in its progress toward stated goals as required by §1002.33, Florida Statutes, and the School shall be accountable to the Sponsor for performance. The 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 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.

6a. "D" Grade: If the School receives a grade of "D" under §1008.34 (2), the director and a representative of the governing body of the 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 School to help the School address its deficiencies.

6b. "D" Grade for 2 Consecutive Years or "F" Grade: If the 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 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 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 School on probation pursuant to §1002.33 (9)(p).

## Attachment 2

6c. 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 Part 2 (4b) above, 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 school pursuant to the School's improvement plan. The Sponsor shall communicate at the meeting, and in writing to the director, the services provided to the School to help the School address its deficiencies.

6d. Authority to Terminate: Notwithstanding any provision of Part 2 (4) above, the Sponsor may terminate the Charter at any time pursuant to Part 1 (7) and (8) above.

7. Reading Program: The 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 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.

8. 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 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

9. 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 scores and state grades for use in renewal decisions.

### **PART 3: STUDENTS**

1. Community to be Served: The parties agree that the community to be served by this Charter is defined as follows: All eligible students in the Tampa Bay region. Terrace Community Middle School application update is attached as Appendix I.

2. Enrollment: Any student residing in the Hillsborough County School District is eligible for admission to the School. The 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 I. In such case, all applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings of students enrolled in the School, children of staff, or children of members of the School's governing board. The 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.

3. Enrollment Compliance: The School may limit the enrollment process only to target student populations as set forth by §1002.33(10)(e), Florida Statutes. The School shall comply with §1003.22, Florida Statutes, and other applicable statutes concerning school entry health examinations and immunizations.

4. Non-Discrimination: The 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 or Speaker of Other Languages ("ESOL") programs. The School shall not violate the anti-discrimination provisions of §1000.05, Florida Statutes.

5. Conflicts with Parents: The School shall handle all conflicts between the School and the parents/legal guardians of the students enrolled at the School. The resolution of such conflicts shall be the responsibility of the School; not the Sponsor. Evidence of each parent's/guardian's acknowledgement of the School's parent conflict resolution process shall be available for review upon request by the Sponsor.

6. 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 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 School shall bear all costs of the hearing, including legal representation.

The 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 School will be guided by 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.

## Attachment 2

In the event that a student applies to the School, and the School is unable to implement the student's IEP, an IEP meeting must be convened before the student is enrolled in the School. The IEP committee comprised of representatives of the 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 School. If it is determined by the School and the IEP committee that the student has needs which cannot be met at the School, the IEP committee will determine the appropriate placement for the student.

7. Free Appropriate Public Education ("FAPE"): The School shall provide a Free and Appropriate Public Education (FAPE) to each exceptional education student enrolled in the School, pursuant to the IDEA.

8. Least Restrictive Environment: Students with disabilities enrolled in the 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 School's staff will work closely with the Sponsor to ensure that the needs of these students are met. 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 School.

9. IEP: The School will develop an IEP and conduct an IEP meeting with the student's family for each eligible exceptional student enrolled in the 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 School and an alternative educational setting is needed, the School shall not be obligated to serve that student. When an exceptional student is enrolled in the 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 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.

The School shall participate in all assessments, including alternative assessments, as determined by the IEP committee. The 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 whose IEP indicates consultative services.

10. Local Educational Agency ("LEA"): The Sponsor, as LEA, is responsible for eligibility determination for ESE programs. The 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, School personnel (LEA), the student's parents or guardians, and the student, when appropriate. The School will invite the Sponsor to any and all

## Attachment 2

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.

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

- 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.
11. English Language Learners (ELL): Students at the 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. The School shall require parents to complete a home language survey. If the survey indicates the dominance of a language other than English, the School shall administer the ELL Language Assessment Battery. The School agrees that at least one staff member shall be trained by the Sponsor to manage the requirements of ELL. 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 School. This process shall be in compliance with District, state and federal guidelines. With the exception of an IEP, an ELL plan shall supersede any other educational plan developed by the School. All educational services provided to a student pursuant to an ELL plan must be funded by the School.
12. Federal and State Reports: Unless otherwise exempted by §1002.33, F.S., the School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and the state Department of Education.
13. Discipline: The School agrees to maintain a safe learning environment at all times. The 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. The implementation of the 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 School agrees to follow state law regarding corporal punishment.
14. Change of Placement/Expulsion: The School shall follow the Sponsor's change of placement/expulsion procedures for any student they propose to remove from the school due to inappropriate or disruptive behavior. Change of placement/expulsion hearings shall be conducted by the Sponsor's Hearing Masters. Expulsion from the Hillsborough County School System shall remain the decision of the School Board of Hillsborough County.

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

#### **PART 4: FINANCIAL ACCOUNTABILITY**

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 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.

2. Funding: The Sponsor agrees to fund the School's enrolled students as if the 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.

(a) 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 School, to provide the School with federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that the federal law or regulation does not prohibit this transfer of funds.

(b) Capital Outlay Funding: The 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 School is eligible for capital outlay funds.

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

(d) Class Size Reduction: The School will receive a Class Size Reduction allocation, which is an operating categorical that is based on the weighted FTE. If the 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:

- The 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.

Attachment 2

3. Distribution: The Sponsor's payment to the School shall be issued no later than ten (10) working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School the amount of the scheduled disbursement plus interest at a rate of one percent (1%) per month, calculated on a daily basis, on the unpaid balance from the expiration of the 10-day period until such time as the warrant is issued. Distribution of FEFP funds shall be made as follows:

- (a) Proportionately, the amount for the months of July through November will be based on the projected FTE for the fiscal year, or the 20th day count, as applicable.
- (b) The monthly payment beginning in December through March will be based on the School's October FTE count, doubled to reflect the full year's FTE and annualized to reflect the actual October FTE count.
- (c) The monthly payment beginning in April through May will be based on the School's February FTE count annualized to reflect the actual February FTE count.
- (d) Should over- or under-payment occur, adjustment shall be made to the next monthly payment following the discovery of the over- or under-payment.

4. 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, and
- (b) The Sponsor's receipt from the School of valid student registration forms, to include the student's name, parent/guardian's name and signature, address, telephone number and age of student, and
- (c) Proof of employment, including contracts for sufficient employees to support the student enrollment described in the School's charter application.

5. Subsequent Distributions: The results of FTE student membership surveys will be used to adjust the amount of funds distributed monthly to the School.

6. Services/Administrative Fees: The Sponsor shall retain an administrative fee of five percent (5%) of the available funds, pursuant to §1002.33, Florida Statutes, for the administration of the Charter. The Sponsor shall provide administrative and educational services to the School, including contract management services; full-time equivalent and data reporting services; exceptional student education administrative services; services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the Sponsor at the request of the School; test administration services, including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the district in which the School is located. Student performance data for each student in the School, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district.

## Attachment 2

Any services required by the School other than those listed above will require a separate, negotiated agreement between the parties. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by state law. The Sponsor shall not withhold an administrative fee from federal or state grants, except for the state approved indirect costs, unless explicitly authorized by law. The Sponsor shall withhold the indirect cost percentage related to grants or other eligible funds and/or grants exclusive of the start-up grant.

7. Calculation Revisions: Total funding shall be recalculated during the school year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the FTE student survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:

- (a) If the School has over-projected student enrollment, funds will be recalculated to reflect the actual student enrollment on the twenty-day count.
- (b) In the event of a state holdback or a pro-ration, which reduces the Sponsor's district funding, the School's funding will be reduced proportionately.
- (c) In the event that the Sponsor exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in un-funded WFTE for the district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- (d) Subsequent or prior year audit adjustments, according to Part 4 (8) below.

8. Funding Adjustment: 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, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice to the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.

9. Annual Audit:

- (a) Performance: At the School's expense, the School shall have an annual financial and compliance audit completed and delivered to the Sponsor within twelve (12) weeks 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 General 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 School. Such audits shall be performed by either (1) the Auditor General or (2) a Certified Public Accountant certified in the State of Florida, who has obtained sufficient continuing professional education ("CPE") hours in governmental accounting and auditing



required under Florida Statutes to perform an audit in accordance with the Yellow Book.

- (b) Report: The auditor's report shall be submitted to the Sponsor at the same time as the audited financial statements, and shall include the following:
1. The auditor's report on the financial statements, including required financial statement disclosures;
  2. The auditor's report on compliance with laws and regulations;
  3. The auditor's report on internal controls; and
  4. A Management letter indicating any improper or inadequate accounting procedures, and the auditor's recommendation(s) for improving the School's financial management, accounting procedures and internal controls.

Charter schools 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.

- (c) Financial Emergency: Sections 1002.345 and 218.503: 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.

Upon notification 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 charter school sponsor and the Commissioner of Education shall contact the charter school governing body to determine what actions have been taken by the charter school governing body to resolve or prevent the condition. The Commissioner of Education shall determine if the charter school needs a financial recovery plan to resolve the condition. If the Commissioner of Education determines that a financial recovery plan is needed, the charter school is considered to be in a state of financial emergency. If the charter school is found to be in a state of financial emergency, the charter school shall file a financial recovery plan pursuant to s. 218.503 with the sponsor and the Commissioner of Education within 30 days after being notified by the Commissioner of Education that a financial recovery plan is

needed. The governing board shall include the financial recovery plan and the status of its implementation in the annual progress report to the sponsor which is required pursuant to s. 1002.33(9).

The Auditor General shall notify the Commissioner of Education and the Legislative Auditing Committee of any audit report reviewed by the Auditor General which contains a statement that a charter school has met one or more of the conditions specified in s. 218.503(1).

The Commissioner of Education shall annually report to the State Board of Education each charter school that is subject to a financial recovery plan or a corrective action plan.

The sponsor may decide not to renew or may terminate a charter if the charter school fails to correct the deficiencies noted in the corrective action plan within 1 year after being notified of the deficiencies or exhibits one or more of the conditions specified in s. 218.503(1) for 2 consecutive years.

10. 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 School shall allow the Sponsor to perform audits of FTE Units for each period in which the School reports FTE for funding under the FEFP. The Sponsor shall provide the 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.

11. Fiscal Monitoring: The School shall prepare and maintain monthly financial statements, as described in FS 1002.33(9)(g)(2), which shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance. The monthly financial statements shall be prepared in accordance with the function/object dimensions prescribed in the Florida DOE publication, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the "Red Book"). The School shall also prepare and maintain all reports required to be filed with the Government of the United States and the State of Florida. Such reports shall include, but are not limited to, all payroll tax returns and any required filing relating to the School's non-profit status.

12. Financial Records: The School shall maintain documentation to support expenditures that are entered in the books of account and reflected in financial statements. Such documentation shall take the form of original invoices, payroll information, bank statements and receipts. The School shall utilize the governmental accounting model and follow the fund and account structure provided in the Red Book.

Attachment 2

- (a) Monthly Financial Statement: The 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 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 reasonably request at any time, and the School shall promptly provide, records and reports on the 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 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.

13. Fiscal Year: The fiscal year of the School shall be the same as the fiscal year of the Sponsor, except that the first fiscal year shall begin on the date the school is approved by the district and end on June 30<sup>th</sup> of the first year the school begins providing instructional services to students.

**PART 5: ADMINISTRATIVE MANAGEMENT**

**A. TUITION AND FEES**

1. Tuition and Fees: The School agrees that it shall not charge tuition or fees, except those fees normally charged by other public schools and approved by the School's governing board. The School shall not levy a tax or issue bonds secured by tax revenues. This provision shall not prohibit fees for non-required after school activities.

**B. REPORTING OF STUDENTS**

1. Enrollment Reporting: The School agrees to report its student enrollment to the Sponsor as provided §1011.62, Florida Statutes, and in accordance with the definitions in §1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full FTE funding, the School shall provide all required information within the same time schedule required for other Hillsborough County public schools.

The parties agree that the School will utilize the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment

## Attachment 2

information. The Sponsor will analyze the School's facility and develop a hardware/software solution, which provides the School with limited access to the Sponsor's data processing facility.

The Sponsor will provide training for the 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 School. Access by the School to additional data processing applications not required in the legislation but available through the Sponsor may be negotiated by the parties separately.

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

### C. STUDENT NUTRITION

1. Free and Reduced Price Meal Applications: The School shall distribute Free and Reduced Price meal application forms to students. The 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.

2. Meal Service Options and Definitions: The School shall provide food service to its students by one of the following means:

- a. Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast 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 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 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 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 School, provide the Free and Reduced Price

## Attachment 2

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 School, and complete and submit reimbursement claims to the Department of Education. The School would pay the Sponsor for the non-reimbursed portion of meals served on a daily basis.

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

Any services required by the School other than those listed above will require a separate, negotiated agreement between the parties.

### D. FACILITIES

1. Buildings: The School shall use facilities which comply with the Florida Building Code pursuant to Chapter 553, Florida Statutes. The School may choose to comply with the following: State Requirements for Educational Facilities of the Florida Building Code, adopted pursuant to §1013.37; the State Uniform Building Code for Public Education Facilities Construction, adopted pursuant to §1013.37, Florida Statutes; applicable state minimum building codes pursuant to Chapter 553, Florida Statutes; or state minimum fire protection codes, pursuant to §633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located. However, kindergarten and first grade students shall not be located above or below the level of exit discharge. Second grade students shall not be located more than one level above or below the exit discharge. The School shall provide the Sponsor with a list of the facilities to be used, site plans and their locations.

2. Ownership: The 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 lease or proof of ownership of the buildings that will house the School is attached as Appendix 2. The 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 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 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 School closure by the Sponsor until such time as the appropriate certificates have been obtained.

3. Inspections: By May 1 of each year, the 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 School's inspections in its District Annual Fire Safety Report. The School shall keep copies of both annual inspections on file at the School. The School shall keep an asbestos management plan or certificate of no asbestos from a licensed Asbestos Consultant on file at the

## Attachment 2

School and submit a copy to the Sponsor. The School shall have an appropriately licensed company perform a radon assessment on the School and develop a plan to address the items outlined in the assessment. The School shall keep the radon plan on file at the School and submit a copy to the Sponsor. The School shall provide to the Sponsor proof of insurance which names the Sponsor as a certificate holder for all of the School's insurance policies.

- (a) Health Permits and Inspections: The School shall, at minimum, obtain a limited food service operating permit from the Hillsborough County Health Department before August of its inaugural year and no later than July 15 of each subsequent year. The facility shall be inspected twice each year. A copy of the inspection report will be submitted to the Sponsor semi-annually, no later than October 1 and April 1 of each year.

### E. TRANSPORTATION

1. Compliance: The School agrees to provide transportation for the School's students consistent with the requirements of §1012.45 and Chapter 1006 (Part I), Florida Statutes, and state and federal rules and regulations. The School further agrees to ensure 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 School's transportation plan in Appendix 1.

## PART 6: INDEMNIFICATION AND INSURANCE

### A. INDEMNIFICATION

1. Indemnification of Sponsor: The School, to the extent immunity is waived pursuant to §768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the School, and hold the Sponsor, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

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

Attachment 2

- (e) Professional errors or omissions, or claims of errors or omissions by the School's employees, agents, or governing body.
  - (f) Any and all liability, including, but not limited to, financial responsibility for payment of principal and interest.
2. Duty to Indemnify: The duty to indemnify for professional liability as insured by the School Leader's Errors and Omissions Policy described in this Part will continue in full force and effect notwithstanding the expiration or early termination of the Charter with respect to any claims based on facts or conditions which occurred prior to the termination of the Charter.
3. 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 School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.
4. Patent and Proprietary Rights: The School shall also indemnify, defend, protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School.
5. Indemnification of School: The Sponsor, to the extent immunity is waived pursuant to §768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the Sponsor, and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:
- (a) The negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of the Charter;
  - (b) The Sponsor's material breach of the Charter or law;
  - (c) Any failure by the Sponsor to pay its suppliers or any subcontractors.
6. Sovereign Immunity: Notwithstanding anything herein to the contrary, neither party waives its sovereign immunity. Any obligation of one party to indemnify, defend or hold harmless the other party as stated in this Part shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by §768.28, Florida Statutes.
7. Fidelity Bonds: The School shall assure that the administrators of the School and each and every person who is responsible in any manner for handling or expending School funds or property shall be adequately bonded or insured at all times. The bond or insurance policy shall be with a surety company authorized to do business in Florida and shall be in the amount of no less than one hundred thousand dollars (\$100,000) for each person performing the duties of chief administrative officer, chief executive officer, chief financial officer, president, headmaster, principal or director of the School and for each member of School's governing body and person employed by the School or its governing body who has authority to make purchases or contract for services

## Attachment 2

which, in the aggregate, exceed six thousand dollars (\$6,000). The bond or insurance policy shall be conditioned upon the proper safeguarding of all monies or property for which the person has supervision, custody or control.

8. Financial Arrangements: Any loans, bonds, or other financial arrangements are not obligations of the state or the Sponsor but are obligations of the 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.

### B. PROCEDURE

1. Notice of Claims: The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or the Sponsor shall at all times have the right to participate in such defense at its own expense. If within a reasonable amount of time after receipt of notice of a third party claim, the School or the 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 School or the Sponsor, which they agree to assume. The 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.

2. Evidence of Insurance: Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the Charter.

3. Time to Submit: As evidence of compliance with the insurance required by the Charter, the School shall furnish the Sponsor with fully completed certificate(s) of insurance using the A.C.O.R.D. standard form, signed by an authorized representative of the insurer(s) providing the coverage, no later than fifteen (15) calendar days before the commencement of classes. The Sponsor must be listed as a certificate holder on all required insurance policies. The insurance shall be maintained in force, without interruption, until the Charter is terminated.

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

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

6. Acceptable Insurers: Insurers providing the insurance required of the School by the Charter must meet the following requirements:

- (a) 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.



## Attachment 2

- (b) If, during the period when an insurer is providing insurance required by the Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements.

### C. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Liabilities Covered: The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance, which 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.
2. Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate.
3. Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability Insurance until four (4) years after termination of the Charter.
4. Additional Insured: The School shall include the Sponsor and its members, officers, 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 School.

### D. AUTOMOBILE LIABILITY INSURANCE

1. Liabilities Covered: The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with the Charter.
2. Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of the Charter.
3. Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, two million dollars (\$2,000,000) annual aggregate.

E. WORKERS' COMPENSATION

1. Coverage: The School agrees to provide adequate workers' compensation insurance coverage, at its sole expense, as required by Chapter 440, Florida Statutes, and which shall cover the School (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability that 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.

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 (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If the School leases employees, it shall provide certified proof that the lessor corporation maintains appropriate workers' compensation insurance.

F. ERRORS AND OMISSIONS INSURANCE

1. Form of Coverage: The School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance, which shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability arising out of the rendering or failure to render professional services in the performance of the Charter, including all provisions of indemnification which are part of the Charter.

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

3. Occurrence/Claims: Coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Errors and Omissions Liability Insurance until four (4) years after termination of the Charter.

G. PROPERTY INSURANCE

1. Buildings: The School agrees to secure hazard insurance coverage for its own buildings, property and contents during the term of the Charter. The School will provide proof of such insurance and its renewals to the Sponsor. In the event of a claim and the School chooses not to rebuild or repair, the proceeds from the claim shall be promptly paid to the Sponsor to rebuild or repair.

2. Property Damage Liability: The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars (\$1,000) per occurrence.

H. ADDITIONAL INSURANCE PROVISIONS

1. Applicable to all Coverages: The following provisions are applicable to all insurance coverages required under the Charter:
  - (a) 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.
  - (b) Liability and Remedies: Compliance with the insurance requirements of the Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to, and not in lieu of, any other remedy available under this Charter or otherwise.
  - (c) Subcontractors: The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
  - (d) Approval by the Sponsor: Neither approval by the Sponsor nor failure to approve the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by the Charter.
  - (e) Default Upon Non-Compliance: The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by the Charter.

**PART 7: HUMAN RESOURCES**

A. EMPLOYMENT

1. Employees: The parties to this Charter agree that the School, which is a private employer, shall select its own employees.
2. Employment: The School agrees that its employment practices shall be non-sectarian.
3. Certification: The teachers employed by, or under contract with, the School shall be certified as required by Chapter 1012, Florida Statutes and applicable federal statutes. The School 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 complete the required credit hours toward certification each year. The School may employ or contract with skilled, selected non-certified personnel to assist instructional staff members as teacher aides in the manner as defined in Chapter 1012, Florida Statutes, and as provided by State Board of Education rule for charter

## Attachment 2

school governing boards. Any decision by the School to employ or contract with non-certified persons for instructional services shall be approved by the School's governing body. The School shall not employ any person who the Sponsor has either terminated or non-renewed for performance reasons.

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

Students enrolled at the School who have limited proficiency in English shall be served by ESOL-certified personnel, in accordance with the policies and procedures of the State of Florida and will follow the Sponsor's District Plan for Limited English Proficient Students. The School will meet the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education*.

4. Certifications and Licensure: The School shall not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certification or licensure as an educator is suspended or revoked by the state of Florida or any other state. The School may not employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety. If the School is supported by Title I funds, paraprofessionals employed by the School must meet the educational requirements set forth in applicable federal statutes. Teachers who are without appropriate ESOL certifications or endorsements may not teach classes for weighted funding for ESOL students.

5. Disclosure: The School agrees to disclose to parents and the Sponsor the qualifications of its teachers and paraprofessionals. The School shall submit to the Sponsor a list of all teachers and paraprofessionals employed at the School at the beginning of each school year. The list must include the certification information requested by the Sponsor. The 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 School shall provide documentation as to the qualifications of persons designated as experts who assume instructional responsibilities.

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

7. Fingerprinting: The School shall require all employees, prior to employment, to comply with fingerprinting requirements of §1012.32, Florida Statutes. The members of the School's governing body shall be fingerprinted in a manner similar to that provided in §1012.32, Florida Statutes. The Sponsor shall notify the School of any findings. In the event of the renewal of this Charter, the School shall update the fingerprint records of each employee and member of the School's governing body every five (5) years as required by state law. The governing body of the 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 governing body shall not allow any person with a criminal conviction to serve in any capacity with the 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. The School shall immediately deliver a copy of the written consent and approval to the Sponsor and place a copy in the person's personnel file.

## Attachment 2

The School, through the billing of its employees or as otherwise determined by the governing body, shall be responsible for the initial fingerprinting fees, re-fingerprinting fees for current employees and board members, and all fees associated with the monitoring and updating of employee fingerprint records.

8. Background Checks: Applicants and volunteers will be required to complete a background check document, similar to the Sponsor's, as part of the School's application process.

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

10. Non-Compliance: If the School is determined to be in non-compliance with Part 7 (3), (4) or (7), the Sponsor shall provide written notice to the School. If the School is not in compliance within twenty-one (21) calendar days of its receipt of the notice, the Sponsor may require the School to remove the employee until compliance is met.

11. Drug Free Workplace: The 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 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.

## **PART 8: GOVERNANCE STRUCTURE**

1. Non-profit Organization: The School shall be organized as, or operated by, a non-profit organization and the 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 School shall designate itself in Appendix 1 as a public or private employer.

2. Members of the Board: Board of Directors for the School will be residents of Hillsborough County or the contiguous counties and conduct all board meetings in close proximity to the school in order to be accessible to parents, students and staff.

3. Powers of the School's Governing Body: The powers of the School's directors shall be as set forth in the bylaws. The School's governing body shall supervise the principal of the School, supervise audits and business practices, and be responsible for handling complaints concerning the operation of the 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.

4. Role and Responsibilities of Governing Body: The School's governing body shall annually adopt and maintain the School's official operating budget and any subsequent amendments to the budget, and exercise continuing oversight over the 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 School's quarterly financial statements and the performance of school administration at regular intervals. It shall be the governing body's

## Attachment 2

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 School's ability to fund the startup of the School, as set forth in Section (4)(1) of this Charter. No members of the governing board shall serve on governing boards for other charter schools unless approved by the Sponsor.

5. Conflict of Interest: No members of the School's Governing Board will receive financial benefit from the School's operations, and all members and employees shall comply with the provisions outlined in Part III, Chapter 112, F.S. The School's Board Chair is responsible for ensuring the following:

- a. An employee of the School or of the management company operating the School shall NOT be a member of the School's Governing Board.
- b. An individual may not be employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment or advancement is made by the governing board of which a relative of the individual is a member.
- c. No charter school officer, employee or member of the board of directors 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 a charter school officer, employee or member of the board of directors 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 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 any School's Governing Board member were also a member of the School's Governing Board.

Upon request by the Sponsor, the School's Governing Board will comply with the statutory requirements regarding financial benefit and conflict of interest.

The School shall also provide full disclosure of the identity of all relatives employed by the charter school who are related to the charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision-making authority. For the purpose of this subparagraph, the term "relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter,

## Attachment 2

stepbrother, stepsister, half brother, or half sister. Such disclosure shall be made an addendum to this charter.

The School shall also provide a statement from all Governing Board members certifying there is no relationship, controlling interest or association with other members of the Board, administrators or officers of the School by July 15 each year of operation.

6. Use of Public Funds: The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director/principal, officer or employee of the School or the spouse, parent, child, sibling of any principal/director, officer or employee, or from any business in which any officers or employees have an interest. Nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. 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).

7. 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 School shall provide parents in writing the names and phone numbers of the members of the Governing Board.

8. Public Meetings and Minutes: The 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 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 School shall provide to parents in writing the 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 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 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.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the day and year first above written. Signed, sealed and delivered.

**School:**

**Sponsor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Witnesses:

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**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, for \_\_\_\_\_, to me personally know or who produced \_\_\_\_\_ as identification and who, after being first duly sworn acknowledges that he/she executed this document as his/her free act and deed.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida At Large

\_\_\_\_\_  
Print Name of Notary



**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, Chair, for the School Board of Hillsborough County, Florida, to me personally known or who produced \_\_\_\_\_ as identification and who, after being first duly sworn, acknowledge that they executed this document as their free act and deed.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida At Large

\_\_\_\_\_  
Printed Name of Notary