

THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA  
CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT (hereinafter referred to as the "Contract", entered into this 30 day of August, 2013, is between THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FLORIDA, a public corporate body operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and MASON CLASSICAL ACADEMY, INC., a nonprofit corporation, organized under the laws of the State of Florida (hereinafter referred to as the "School").

RECITALS

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

WHEREAS, the School is desirous of opening, maintaining and operating a charter school pursuant to FS §1002.33 Florida Statutes, for the purposes set forth herein and in the School's charter school application, attached hereto in Appendix 1, and incorporated by reference herein to provide the education of those Collier County students who chose 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 within the Sponsor's district.

NOW, THEREFORE, pursuant to FS §1002.33, the Sponsor and the School do hereby agree as follows:

SECTION 1: GENERAL PROVISIONS

A) Recitals

The foregoing recitals are incorporated by reference herein. The parties anticipate that some of the Appendices will be finalized and/or modified subsequent to the execution and delivery of this Agreement. All such remaining Appendices shall be executed by both Parties to indicate their assent to them subsequent to execution and delivery of this Agreement and shall then be attached to and become a part of this Agreement.

B) Approved Application

It is the intent of the parties that this Contract shall constitute the School's charter. The application, dated August 1, 2012, and any subsequent renewal documents approved by the Sponsor, are attached hereto in Appendix 1.

C) Term of Contract

1) Effective Date: This Contract shall become effective upon its approval by the District School Board at a regularly scheduled School Board Meeting and executed accordingly by the Board Chairman.

2) Term: The term of this Contract shall cover four (4) years commencing on July 1, 2013 and ending June 30, 2017. The School shall use 2013-2014 as a planning year and will open in August of 2014.

3) (a) Start-up Date: The timetable for implementation of this Contract is contained in School's Application, attached hereto in Appendix 1. The School shall commence its initial start-up with the beginning of the public school calendar for Collier County. The School shall meet all target dates as specified in the as provided by the school attached hereto in Appendix 2.

(b) Upon proper notice, the School shall be entitled to use the first year of the contract as a planning year. Proper notice shall mean at least sixty (60) days prior to the original intended date for the opening of the School. No further deferral of opening shall be permitted beyond the referenced planning year.

4) Deadline to submit all items from Pre-Opening Checklist: The School will provide the Sponsor documentation of all items indicated on the Pre-Opening Checklist no later than July 15 of each year commencing on July 15, 2014. The checklist will be implemented on a year to year basis unless otherwise modified in writing per agreement by the parties hereto as set forth in Section 12 infra.

5) Any modifications of the Start-Up Implementation Timeline and/or the Pre-Opening Checklist shall be in writing per agreement by the parties hereto.

6) Charter Modification: This contract may be modified during its initial term or any renewal term upon the approval of both parties, and such modifications shall be in writing and executed by the parties. Any material changes must comply with all applicable Federal, State, and local laws and be approved by the Sponsor, in writing, before those changes are implemented.

7) Charter Renewal: This contract 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 set forth FS §1002.33 have been successfully met and that none of the grounds for non-renewal established by said Statute have documented as having occurred.

D) Educational Program and Curriculum

1) The mission of the School is to develop within its students the intellectual and personal habits, values, and skills upon which responsible, independent, and productive lives are built, in the firm belief that such lives are the basis of a free and just society. The School

prepares its students to be leaders in their homes and communities, entrepreneurs in business, and statesmen in government. Through its rigorous curriculum and a strong emphasis in civics, the School will provide a classical education with a constant view towards developing exceptional American citizens.

2) The School agrees to implement its educational and related programs as specified in the School's approved application attached hereto in Appendix 1, setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance which includes a means for promoting a safe, ethical learning environment, and the appropriate uses of technology which comply with legal, ethical, and professional standards.

3) The School hereby warrants that reading shall be a core focus of the curriculum and that resources will be provided to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading are consistent with the Common Core State Standards based on current reading research.

4) The School shall adopt or amend Sponsor's Plan for Limited English Proficient Students as agreed, or submit its own state approved document. The School Plan and/or the amendments to the Sponsor's document are attached hereto in Appendix 3.

5) The School shall provide instruction for at least the number of days or equivalent hours required by law for other public schools. The School may choose to provide a summer school program utilizing the Supplemental Academic Instruction (SAI) funds provided by the State of Florida, or other available funds.

6) The School shall implement all State of Florida requirements with respect to end of course ("EOC") examinations for all course areas identified by the State.

E) Non-Renewal/Cancellation and Termination

During the term of the Contract, the Sponsor may non-renew, cancel, or terminate the Contract pursuant to FS §1002.33 in accordance with the following provisions:

1) Non-renewal Provisions

a) At the end of the term of the Contract, the Sponsor may choose not to renew the Contract for any of the following grounds:

1. failure to participate in the state's education accountability system created in FS §1008.3, as required in this Contract section, or failure to meet the requirements for student performance stated in Section 2 of this contract;

2. receipt by the School of a state-designated grade "F" in any two (2) consecutive years will be a factor considered with respect to non-renewal years;
3. failure to meet generally accepted standards of fiscal management should the School end its fiscal year with one or more of the financial emergency conditions specified in FS §218.503, including when the expenditures exceed revenues for two (2) consecutive years, this may constitute grounds for termination of the Charter;
4. violation of federal or state law, or the provisions of this Charter by the School, including, without limitation, the Individuals with Disabilities Education Act (IDEA), English Language Learners (ELL); and/or other good cause shown.

b) For purposes of this Contract, the term "good cause," may include, but is not limited to, the following:

1. School's failure to materially comply with the terms and conditions of the Contract after being notified in writing of its non-compliance; and continuing failure by the School to cure its non-compliance with the terms and conditions of the Contract after being issued the requisite notice under FS §1002.33(8);
2. failure to implement a reading curriculum that is consistent with effective reading strategies grounded in current reading research;
3. filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable in accordance with F.S. 218.503 and F.S. 1002.33(8)(a) and the provisions of subsection (a) 3 above of this section.
4. failure by the School to provide the Sponsor, within fifteen (15) working days, with the required access to records upon written request;
5. failure of the School to maintain insurance coverage as described in this contract;
6. violation by the School of any court order, as determined by a court or administrative agency of competent jurisdiction, that is directly applicable to the operations of the charter school;
7. a criminal conviction upon matters directly or indirectly involving the School operations against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School. Before cause is invoked in connection herewith,

the School will be given an opportunity to explain the issues and any solutions reached within twenty one (21) days of the conviction.

8. failure by the School to submit to the Sponsor a Financial Recovery Plan with the appropriate supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to FS §218.503;

9. failure by the School to implement any financial recovery plan approved by the Commissioner of Education pursuant to FS §218.503;

10. failure to provide periodic progress reports as required by the financial recovery plan as determined by the Sponsor;

11. a finding, that the School or its representative have perpetrated a material fraud upon the Sponsor or made material intentional misrepresentations in the application;

12. failure to comply with the Sponsor's background screening and other requirements set forth in FS §1002.33.

2) Ninety (90) Day Termination

a) This Charter may be terminated by the Sponsor before the expiration of its term for any of the grounds listed above. Any attempts to terminate this charter, however, will follow the procedures as prescribed in FS §1002.33, or any related rules or statutes.

b) At least ninety (90) calendar days prior to renewing or terminating a Contract, the Sponsor shall notify the governing body of the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within fourteen (14) calendar days after receiving the notice, request a hearing before the Sponsor or an Administrative Law Judge pursuant to F.S. 1002.33(8)(b). The hearing shall be conducted within sixty (60) calendar days after receiving a written request. The School's governing body may, within thirty (30) calendar days after receiving the Sponsor's decision to terminate or refusal to renew the contract, appeal the decision pursuant to the procedure in FS §1002.33(8)(c).

3) Immediate Termination

a) This Contract may be terminated immediately if the Sponsor determines that an immediate and serious danger to the health, safety, or welfare of the School's students is threatened in accordance with FS §1002.33(8)(d).

4) Post Termination

a) Upon, non-renewal or termination of the Charter and exhaustion of any rights to appeal, the School agrees to deliver all administrative, operational and financial records of the School and its student records to the Sponsor on the date the expiration, non-renewal or termination takes effect.

b) If the Charter is not renewed, expires, or is terminated, the School shall be responsible for all the debt of the school. The parties acknowledge that the Sponsor will not assume the debt arising from any contract for services made between the governing body of the School and third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this charter) by both the Sponsor, the governing body of the School (and/or the management company, if applicable).

c) Any student enrolled in the School at the time of the termination, expiration, or non-renewal of this charter may apply to and be enrolled in another public school. Normal application deadlines shall be disregarded under such circumstances.

d) In the event of termination, expiration or non-renewal of this charter, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the School shall use its best efforts to obtain a lease provision that allows the Sponsor to have, for a period of thirty (30) days subsequent to a termination or non-renewal, the first right of refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that it shall use its best efforts, in any lease obtained by the School with any third person, to include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

e) Except as otherwise provided by law, all assets, supplies and equipment directly used in the operation of the School and purchased with public funds which were specifically dedicated to the School operations or the School capital acquisitions ("School Property") shall instead be delivered to, retained and owned by the Sponsor and all School Property and improvements, furnishings and equipment purchased with public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances). If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased with grants and funds provided by governmental entity.

#### F) General Statutory Requirements

1) The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and to strive affirmatively to provide equal opportunity for all as required by:

- a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;
  - b) Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin;
  - c) Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of gender;
  - d) The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least 40;
  - e) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against the disabled;
  - f) The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;
  - g) The Family and Medical Leave Act of 1993 (FMLA) which required covered employers to provide up to twelve (12) weeks of unpaid job-protected leave to "eligible" employees for certain family and medical reasons;
  - h) The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;
  - i) The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the state; and
  - j) P.L. 93-508 (Federal Law) and FS §295.07, which provide categorical preferences for employment and re-employment rights to veterans.
- 2) Additionally, the School shall be in compliance with:
- a) FS §286.011 relating to public meetings and records, public inspection, criminal and civil penalties;
  - b) FS Chapter 119 relating to public records;
  - c) Applicable provisions of FS 112 relating to conflict of interests and charter schools as denoted in F.S. 1002.33(26); and

d) The Code of Ethics and the Principles of Profession Conduct of the Education Profession in Florida.

3) This Contract shall be interpreted and construed according to the laws of the State of Florida. The School and Sponsor shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School. Whenever a Florida Statute, State Board of Education Rule, or School Board Policy is referenced in this Contract, it shall be construed to mean the statute, rule or policy as it is amended from time to time.

4) The School shall comply with Article IX, Section 1 of the Florida Constitution. If the School fails to do so and such non-compliance adversely impacts Sponsor's compliance with state law, such failure shall constitute good cause of the immediate termination of this Contract. The School shall indemnify the Sponsor for any penalties imposed upon the Sponsor as a result of the School's noncompliance with this provision.

5) Subject to the applicable provisions of FS §1002.33, as amended from time to time, all disagreements and disputes relating to or arising out of this Contract which the parties are unable to resolve informally, may be resolved according to the Dispute Resolution process in statute. It is anticipated that a policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

## SECTION 2: ACADEMIC ACCOUNTABILITY

### A) Student Performance: Assessment and Evaluation

The School will employ appropriate assessment and evaluation instruments, with recognized and documented validity and reliability that will be used to measure and monitor growth of students, and collaborate as appropriate with outside professionals to develop and select these alternative evaluative instruments.

As previously referenced, the School ensures that reading is a core consideration of the curriculum and that resources will be provided to identify and provide specialized instruction for students who are reading below grade level, students who are reading at or above grade level, students who are identified as exceptional education students (ESE), and students who are second language learners (ELL). Further, the curriculum and instructional strategies for reading are consistent with the Next Generation Standards and/or Common Core Standards based on current reading research.

The School agrees to implement its educational and related programs as specified in the School's approved application. The parties agree that the Sponsor, with reasonable notice, may schedule and perform monitoring site visits at any time and up to four (4) times a year.

1) Initial Year: During the first year of the Contract, the School agrees to identify the current baseline achievement levels, the outcomes to be achieved, and the methods of



measurement that have been both mutually agreed upon and identified in the School's application.

a) **Expected Outcomes:** For new charter schools, the baseline educational goals and objectives for improving student achievement, including how much academic improvement students are expected to show each year, how student progress and performance will be evaluated and the specific results to be attained, are described in Section 5 of the School's charter application, section titled Student Performance, Assessment, and Evaluation.

b) **Methods of Measurement:** The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are set forth in the School's approved application and/or the School Improvement Plan. This accountability criterion shall be based upon the Assessment systems of the School, the Sponsor, and the State.

c) **Assessments:**

- 1) **State required assessments:** All students at the School will participate in all State assessment programs pursuant to statute and State Board of Education rule.
- 2) **Additional Assessments:** Students may participate in all district assessment programs in which the district students in comparable grades/schools participate.
- 3) All School personnel involved with any aspect of the testing process must have knowledge of and abide by State (and, if applicable, Sponsor's) policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results.

**2) Annual**

a) The School shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in the documents previously submitted to the Sponsor and incorporated herein. When determining the baseline standard of achievement for students, the School shall develop, maintain, monitor, track, and include the following:

- 1) How the baseline student academic achievement levels and prior rates of academic progress will be established;
- 2) How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School;
- 3) To the extent possible, how these rates of progress will be evaluated

and compared with rates of progress of other closely comparable student populations;

- 4) Sponsor is required to provide academic student performance data to the School for each of its students coming from Sponsor's system, as well as rates of academic progress of comparable student populations in Sponsor's system if feasible;
- 5) By the end of the 3<sup>rd</sup> operational year, student performance will be at a minimum equal to the Sponsor's performance average for comparable student populations, which shall be understood to include demographically similar populations and/or schools.

3) School Improvement Plan: The School will develop a School Improvement Plan (SIP) during the first year of the Contract and each year thereafter in accordance with, and as outlined in the Sponsor's School Improvement Plan Guidelines.

a) The School will appropriately complete the Sponsor's SIP template. The source documentation for data must be clearly identified and where applicable shall rely on state-generated disaggregated data published on the FLDOE website.

b) The School will meet all deadlines identified by the Sponsor and FLDOE pertinent to the completion of the template.

c) The School shall receive governing board approval of the SIP no later than October 31<sup>st</sup> each year. Within five (5) days of such approval, the School shall file electronically with the Sponsor and FLDOE.

4) Monitoring: The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Improvement Plan submitted to the Sponsor annually. In the event of any deficiency, the School will follow the criteria for the Improvement Plan as set forth in FS §1002.33(9)(n).

a) This Contract may be terminated by the Sponsor if insufficient progress has been made towards the goals and outcomes designated in the SIP and it is not likely that such objectives can be achieved before expiration of the charter or the School receives a state designated grade of F in two (2) consecutive years and is not granted a waiver by the State Board of Education.

b) In addition to evaluating the School's success in achieving the objectives stated in either the application or the School Improvement Plan, the School will be held accountable for meeting the State's student performance requirement as delineated in State Board of Education Administrative Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability*. Specific authority for this is found in FS §1001.02, 1008.33, and 1008.345.

5) Assessments:

1) State required assessments: All students at the School will participate in all State assessment programs (pursuant to statute and State Board of Education rule).

2) Additional Assessments: The School has the option to participate in any district wide assessment programs. If it elects to do so, it agrees to pay any fee that may be involved. When this option is taken, the School agrees to follow the administration guidelines and timelines as established by the Sponsor. Additionally, if there are any extra costs incurred by the Sponsor, the School agrees to pay their share of the cost.

3) If an Individual Education Plan (IEP), 504 Plan, and/or an Education Plan (EP) for a student indicate accommodations or an alternate assessment for participation in a State assessment, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4) All School personnel involved with any aspect of the testing process must have knowledge of and abide by State (and, if applicable, Sponsor's) policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results.

B) Student Promotion

1) School student promotion policy: The School may develop its own "Student Progression Plan" (SPP) in accordance with applicable Florida State Statutes attached hereto in Appendix 4. The School must be aware of what is in the Sponsor's SPP. The School may amend the Sponsor's plan and write exceptions for Sponsor's review and approval. The SPP is a document that is revised yearly; therefore, the School agrees to implement the SPP for the current operational year. Notwithstanding the above acceptance of the Sponsor's SPP, the School and the Sponsor may agree to any additional reasonable exemptions from the SPP the School may find appropriate. The School's approved exceptions to the Sponsor's SPP for the opening year are noted hereto in Appendix 4. Any failure to agree on exemptions shall not be considered a dispute. The School's SPP will be implemented on a year to year basis unless otherwise modified in writing per agreement by the parties hereto.

2) The School agrees to maintain applicable certification/accreditation for its educational program in order to ensure transferability of courses completed by the students at the School in accordance with applicable state statutes and administrative code provisions.

3) Graduation Requirements: In secondary charter schools, the School shall comply with the method for determining that a student has satisfied the requirements for graduation pursuant to FS 1003.43. By deadlines established in conjunction with the Sponsor, the School will provide information to the Sponsor to ensure that students have met the requirements prior to receiving a diploma.

4) Other assessment tools as stated in the approved Application: The School may use other assessment tools as identified in its approved application or within this Contract at its own expense.

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

1) The School agrees to use data provided through its participation with the Sponsor in electronic data processing systems pertaining to admissions, registration, and student records.

2) The School agrees to allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met as stated in the Contract, and required by FS §1002.33(23).

3) Sponsor is required to provide to the State Board of Education and the Commissioner of Education an analysis and comparison of the overall performance of the School's students. The parties agree that the Sponsor will use the results from the State required assessment programs referenced in this Contract (and any of Sponsor's assessment programs in which the School elects to participate) in a disaggregated format and the data elements to be included in the annual report which the School is required to submit pursuant to FS §1002.33(23).

4) The Sponsor shall ensure that the School's program is consistent with the state education goals established by FS §1000.03(5).

5) In secondary charter schools, the School will establish a method for determining that a student has satisfied the requirements for graduation in FS §1003.43.

6) The School will use records and grade procedures that adequately provide the information required by the Sponsor. This may be an alternative grading and recording system. The School's grading and recording system must be in accordance with the State's reporting guidelines.

7) The School will securely maintain both active and archival records for current and former students in accordance with Florida Statutes.

8) All permanent cumulative records (Both Category A, Permanent Information and Category B, Temporary Information) of students leaving the School, whether by transfer to a traditional public school within the school system, or withdrawal to attend another charter school shall be transferred upon receipt of an official written request from a receiving Collier County public school or a charter school sponsored by The District School Board of Collier County, Florida. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

**SECTION 3: STUDENTS**

**A. Eligible Students**

The parties agree that the School shall be open to any student, who is grade eligible to enroll in accordance with the grade levels identified in the application, and residing in Collier County as well as any student who is covered by an inter-district agreement.

**B. Class Size**

The School is subject to any limitation on maximum class size set forth in Article IX, Section 1 of the Florida Constitution and FS 1002.33(16), and will implement all appropriate measures to comply with that law, as interpreted by the Florida State Department of Education.

**D. Annual Projected Enrollment**

The projected enrollment of the Schools shall be determined annually by the School, in conjunction with the Sponsor, in consideration of the factors identified in FS §1002.33(10). The School shall notify the Sponsor no later than the last working day in November of its proposed enrollment for the next year with the understanding that the data may be updated the following July if needed.

**E. Annual Capacity Determination**

The student enrollment capacity will be contingent on the student capacity as stated on the valid certificate of occupancy for the School facility in whose jurisdiction the facility is located and at no time shall the School's enrollment exceed the maximum capacity established by the School site's certified occupancy.

**F. Admissions and Enrollment Plan**

1) The School will be responsible for its enrollment process.

a) The School will maintain an enrollment and waiting list as per FS §1002.33(10).

b) Acceptances to the School must reflect the diversity of the community in which the School is located as detailed in the Enrollment Plan attached hereto in Appendix 5.

2) The School agrees to enroll any eligible student who submits a timely and completed application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with Florida law and all applicable desegregation court orders, and/or settlement stipulations and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located.

3) The School may give enrollment preference to eligible siblings of students enrolled in School, to the child of an employee of the School, to the child of a member of the governing board of the School or to any other student as authorized by Florida law. Preference may also be given to students living in the same household with an accepted/attending student (i.e., foster home, foreign exchange student) with appropriate documentation.

4) The School shall submit an Enrollment Plan that addresses the process for acceptance of applications and enrollment of students, including, but not limited to, maintaining a student population that reflects the diversity of the community in which the School is located and enrollment preferences, as approved by the School's governing board and agreed to by the Sponsor and attached hereto in Appendix 5.

5) The School's parents/guardians will be responsible for their children's attendance (per applicable rules and regulations), classroom participation, and behavior as outlined in the School's Parental Contract as attached hereto in Appendix 6.

6) All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its governing board. Evidence of each parent's/guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor. A copy of the School's Parent Conflict Resolution Process is included hereto in Appendix 11.

7) Any final decision to expel a student at the School, including an expulsion hearing, must be made by the Board of the Sponsor.

#### **G. Maintenance of Student Records**

1) The School will maintain both active and archival records for current/former students in accordance with Florida Statutes.

2) All permanent cumulative records (Both Category A, Permanent Information and Category B, Temporary Information) of students leaving the School, whether by transfer to a traditional public school within the school system, or withdrawal to attend another charter school, shall be transferred upon receipt of an official request from a receiving Collier County public school or a charter school sponsored by the School Board of Collier County, Florida. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

#### **H. Exceptional Student Education**

1) The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students which is set forth in Appendix 7 hereto. The School shall have the responsibility to ensure that students suspected of having a disability are subject to general education intervention procedures prior to referral for formal evaluation as per Florida Administrative Code (FAC) Rule 6A.6.0331.

2) Sponsor's responsibilities: The Sponsor will have the responsibility of conducting the evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. After general intervention procedures for Problem Solving/Multi-Tiered System of Supports (PS/MTSS) have been implemented, the School agrees that the Sponsor will perform any further formal evaluations of students initially referred for placement within exceptional student education. The Sponsor will be responsible for all re-evaluations. The School may obtain independent evaluations of students at their expense. Where psychological evaluations and/or re-evaluations are needed involving the Sponsor's psychologists, the School will be responsible for such payments. These evaluations shall be considered but will not necessarily substitute for an evaluation conducted by Sponsor district personnel in a manner and timeframe consistent with that of all other schools in the district.

3) School responsibilities: Students with disabilities shall be provided with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, FS §§1000.05, 1003.57, 1001.42 (4) (1), and 1002.33, and FAC Chapter 6A-6 in order that they receive a "Free And Appropriate Education (FAPE). The School will be responsible for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services e.g., speech/language therapy, occupational therapy, physical therapy, and counseling must be provided by the School staff or paid for through a separate contract. Students of gifted shall be provided with programs implemented in accordance with state and local policies and procedures, Florida Statute, and Chapter 6A-6 of the FAC. The School will be responsible for the delivery of all educational gifted services indicated on the student's Educational Plan.

4) If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the Sponsor and School will take steps to secure another placement for the student in accordance with federal and state mandates. In such event, the cost of providing services to such student will no longer be the responsibility of the School. The Sponsor will provide an Intervention Support Specialist to serve as the ESE Executive Director's designee when the school team is considering an initial placement, a change in placement, or a dismissal from a program. Such Support Specialist shall be in attendance at all IEP meetings to oversee them.

5) The Sponsor, through the appropriately designated staff person, may participate in IEP meetings (including initial staffing and annual IEP review meetings) at the School. Such person will serve as the ESE Executive Director's designee when attending. The Sponsor will be responsible for the review of the Matrix of Services form following the completion or revision of an IEP. The Sponsor will make final determinations of the Matrix of Services scores.

6) Students with disabilities will be educated in the least restrictive environment as attached hereto in Appendix 7, as the School's Exceptional Student Education Policies and Procedures Plan. Those students, whose needs cannot be adequately addressed at the School as determined by an IEP committee, will be appropriately referred; and the School staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The

School's staff will work closely and as early as possible in the planning/development stages, with the Sponsor's staff to discuss the services needed by the School's students with disabilities.

7) (a) The School Board shall provide appropriately trained and certified personnel who will provide special education and related services to ESE students attending School, in the following areas:

- Speech/Language Therapy
- Behavior Management Plans
- Occupational Therapy
- Physical Therapy
- Vision Services
- Hearing Impaired Services
- Psychological Services
- Assistive Technology Services

The frequency of services is determined by the Individual Educational Plan (IEP) team at the school.

(b) The School Board shall prepare an invoice for the semester's cost of all ESE services provided to School. The invoice shall specify the area of service and the costs involved for providing the particular area of service.

(c) Alternatively, the School may contract separately with qualified vendor(s) for the services set forth in Sections 3)H)7)(a) and (b), above. The School shall assume all responsibility for the provision of appropriately trained and certified personnel under any such contracts and the ensuring of appropriate special education and related ESE services.

8) Due Process Hearing: In the event that there is a Due Process Hearing in accordance with IDEA and/or Section 504 involving the provision of education and related services to a student with disabilities at the School, the School shall bear all the costs of the hearing, including legal representation. In the event that the party representing the parents or guardians prevails at the hearing, any and all attorney's fees awarded to the prevailing party will be paid by the School if so determined by the Hearing Officer or court of competent jurisdiction. The School shall be responsible for providing the parent with the appropriate procedural guidelines under either statute as needed.

## **I. English Speakers of Other Languages**

1) The School will include all of the information required to service English Language Learners (ELL) e.g., language proficiency assessment data from IPT and/or CELLA or other state approved assessment, level of language proficiency using the IPT Oral Test and/or other state approved language assessment, home language survey, as applicable to School in the Sponsor's District Plan for English Language Learners (ELL). Additionally, it will include all of the information required for students with disabilities and students of gifted exceptionalities.



2) Students at the School who are of limited proficiency in English will be served by English Speakers of Other languages (ESOL) certified personnel who will follow the Sponsor's plan in compliance with appropriate legislation for English Language Learners (ELL). The School shall attend the Sponsor's ESOL Procedures Training each year and shall complete the ESOL Information Sheet and submit to the Sponsor. The Sponsor's plan is attached hereto in Appendix 3.

#### **J. Dismissal Policies and Procedures**

1) The School may not withdraw or transfer a student involuntarily, unless the withdrawal or transfer is accomplished through established administrative procedures mutually agreed upon and described in the School's Enrollment Plan as set forth in Appendix 5, or through existing administrative procedures in the Sponsor's Board Rules and/or Policies.

2) The School agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues that will ensure the health, safety and welfare of all students attending the School, the School will adopt and follow the Sponsor's Code of Student Conduct with exceptions or as later modified which is attached hereto in Appendix 8 until such time as the School develops and receives Sponsor's approval of its own Code of Conduct.

3) Students who attend the School and their parents/guardians will enter into contracts with the School. Such contracts will detail the responsibilities staff members, students, and parents/guardians are expected to fulfill. If parents/guardians or students do not meet these obligations, it will be recommended that the student attend another school. For compliance with student discipline procedures for students with disabilities and students of gifted exceptionalities refer to Sponsor's Exceptional Student Education policies and procedures.

4) Notwithstanding the above acceptance of the Sponsor's Code of Student Conduct, the School and the Sponsor may agree to other reasonable exemptions from the Code. Any failure to agree on exemptions shall not be considered a dispute.

5) The School agrees that it will not engage in the corporal punishment of its students and that doing so shall constitute a material breach hereof.

### **SECTION 4: FINANCIAL ACCOUNTABILITY**

#### **A. Revenue**

1) Pursuant to FS § 1002.33(17), students enrolled in the School shall be funded as if they are in a basic program or a special program the same as students enrolled in other public schools in the School District. The basis of the funding shall be determined by use of the most recent version of the FLDOE Charter School Revenue Estimate Worksheet, hereto attached in Appendix 15.

If the School's students or programs meet the legal eligibility criteria, the School shall be entitled to share in categorical program funds included in the total available FEFP funds by the legislature, including transportation, if applicable.

a) **Student Reporting:** The School shall report its student enrollment to the Sponsor as required in FS § 1011.62, and in accordance with the definitions in FS § 1011.61, at the agreed upon intervals and shall use the reporting method required by the Florida Department of Education (if any) and the Florida Auditor General (if any) when reporting cost data by program. The Sponsor shall include the School's enrollment in the Sponsor's district report of student enrollment.

i) In order to facilitate the School's reporting requirements as reflected in the law and in order to provide continuous data for students participating in the School, the parties agree that the School will use the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment 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 School will provide hardware and related infrastructure.

ii) In accordance with Florida Department of Education training programs and requirements as set forth in F.S. §1008.345, the Sponsor will provide training for the School's personnel in the use of designated district applications necessary to respond to such requirements, including the state/district required assessment program.

iii) If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for any errors or omissions for which the School may be responsible. If the Sponsor receives notice of any such inaccuracy from the State it will send notice to the School of alleged errors discovered through any such audit so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceeding to challenge or appeal such audit findings

iv) Access by the School to materials and forms not required by law but available through the Sponsor may be negotiated separately by the parties.

b) **Distribution of Funds Schedule:** Payment will be broken into twelve (12) monthly payments based on most current version of the FLDOE Charter School Revenue Estimate Worksheet for calculating the School's revenues. Payments for the months of July, August, September and October will be based on the approved forecasted student FTE. For the subsequent months the student FTE shall be the officially recorded FTE from the state FTE survey periods, unless it is shown that the actual student FTE has substantially declined from the survey period counts. Payments will be prorated based on any overpayments or underpayments

in prior periods. The first payment of every subsequent year shall be adjusted by any final amounts due to or from the Sponsor for services provided the School during the previous year as well as for administrative oversight.

c) Adjustments: Should the School receive notice of a negative funding adjustment which is attributable to non-compliance by a school other than the School itself, then the School will not be assessed any penalty.

d) Holdback/Proration: Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the state and the actual FTE students reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:

i) In the event of a state holdback or a proration, which reduces or increases district funding, the School's funding will be reduced or increased proportionately. The Sponsor will not be responsible for any liabilities incurred by the School in the event of a state holdback.

ii) In the event that the district exceeds the state cap for FTE for Group 2 programs established by the Legislature, resulting in unfunded FTE for the district, then the School's funding shall be reduced to reflect its proportional share of any unfunded FTE.

e) FTE: The School shall annually notify the Sponsor no later than the last working day in November of its proposed enrollment for the following school year. Failure to do so shall be considered a material breach hereof. Payments will be calculated on estimated FTE as set forth in paragraph 4.A.1(b), above..

2) Federal Funding: Any eligible student enrolled in the School shall be provided federal funds for the same level of service provided other eligible students in the schools operated by the Sponsor, including Title I funding. With regard to any program or service provided by the Sponsor which is funded by federal funds that follow an eligible student, Sponsor agrees that if the same program or service is provided to an eligible student at the same level of service by the School, then upon receipt of adequate documentation from the School, the Sponsor shall transfer to the School the federal funds received by the Sponsor attributable to that student on an equitable basis. If applicable laws and regulations do not permit the direct transfer of funds to the School, the Sponsor will provide such goods and services as are the subject of the funding in question on an equitable basis. The School shall receive federal funding for which the School is otherwise eligible, including Title I funding, in a timely manner. The School may participate in discretionary IDEA training offered by the Sponsor at no cost.

a) Title I: Any Title I funds allocated to the School must be used to supplement students greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. The School's eligibility to receive Title I funds will be based on the percentage of students participating in the Free and/or Reduced Price Lunch Program as determined by an Economic Survey using a predetermined cut-off level established by the Sponsor.

1) The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the Sponsor for that purpose. The allocation of Title I funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations.

2) Any capital outlay item purchased with Title I funds remains the property of Title I. This property must be identified and labeled for Title I property audits. The property must be returned to the Sponsor if the School is no longer eligible for Title I funding.

3) Schools receiving Title I funds will employ highly qualified staff: teachers that are certified and teaching in-field; para-educators with two (2) years of college, an AA degree, or that have passed an equivalent exam.

4) If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities. The School agrees to implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

5) Charter schools receiving Title I funds are subject to all terms and conditions pertaining thereto, including the requirement to make Adequate Yearly Progress.

6) The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

7) The School will comply with all applicable requirements of the Florida Differentiated Accountability Model.

8) IDEA: The IDEA discretionary appropriation will remain with the Sponsor to provide training, services, and instructional resources for students with disabilities on the same basis as it provides funds to the district's other public schools, as required by IDEA guidelines.

b) Grants: The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the School's competition for grants and other monetary awards, including, but not limited to, Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines.

c) Other Federal/State funds: Unless otherwise provided in this Contract, if the School's students, programs, staff and/or facilities are used to generate funds for the Sponsor, the Sponsor agrees to share federal and/or state funds generated in proportion to such students,

programs, staff and/or facilities, or as otherwise provided by law. This includes any changes in law creating new categories of funds.

3) Charter School Capital Outlay Funds: The Sponsor will cooperate and assist the School, as required by Florida Statutes, to obtain capital outlay funding for which the School may be eligible. The School agrees to use the Sponsor's procedures for submitting and approving requests for funding under FS § 1013.62, Charter Schools Capital Outlay Funding.

4) The School shall not levy taxes or issue bonds secured by tax revenue.

#### **B. Sponsor Administrative Fee**

1) The Administrative Fee charged by the district shall be 5%, and applied in a manner consistent with Florida Statutes. The fee shall be adjusted in future years to comply with any statutory changes applicable to it. The parties will amend this section accordingly in connection with any such changes.

2) The Sponsor shall provide certain services to the School at no additional fee. The services shall include contract management services, FTE and data reporting, exceptional student education administration, test administration services, including payment of the costs of state-required or district-required student assessments, processing of teacher certificate data, 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. Additional services may be subject to a fee as set forth in the District's Technical Assistance Guide; a copy of which shall be provided to the School for its records, and any other services included within the administrative fee set forth in FS § 1002.33(20)(a)(1).

3) Access by the School to services not provided by the Administrative Fee, but available through the Sponsor, may be negotiated separately by the parties. This shall include technology services involving contracted for programs and services that warrant the school to use services and programs through a given vendor of the Sponsor. The Sponsor will support the School by apprising any such vendor that the School may participate in the bulk rates charged by the particular vendor used by the Sponsor for such services.

4) If goods and services are made available to the School they shall be provided to the School at a rate no greater than the Sponsor's actual cost, unless otherwise agreed to in writing by the parties.

5) The Sponsor will charge the School for additional services that are beyond the scope of the services described above provided the parties mutually agree in writing that the School shall be charged for such additional services prior to the rendering of such services. Payment shall be made to Sponsor upon submission of invoices to the School. Examples of such additional services are purchasing goods for the School and technological services provided by Sponsor personnel. This is not intended to be an exhaustive list.

6) Responsibilities for providing food and related services, and meeting reporting requirements will be assumed by the School. The District will provide the School with the necessary training for form completion for the Free and Reduced Lunch Program. The School may contract with the Sponsor if the Sponsor is agreeable to provide food service for the term of which will be set forth in a separate annual contract.

**C) Restriction on Charging Tuition**

The School shall not charge tuition.

**D) Allowable Student Fees**

The School shall not charge fees, except those fees normally charged by other Collier County public schools or as allowed by Florida law.

**E) Budget**

1) Annual Budget: The School agrees to provide to the Sponsor proof that it will have sufficient funds to cover the initial start-up and ongoing operating expenses associated with the operation of the Charter School, including without limitation the amount of any lease payments, teacher and other staff salaries and benefits, and transportation costs, for the opening school fiscal year 2014- 2015 and each school year during the term of this Contract and /or any renewal. The parties agree that the submission of the School's approved budget shall satisfy this requirement. In no event shall the School be required to prove the ability to fund more than two (2) months of expenditures based on the yearly operating budget. The governing Board will provide the Sponsor with a preliminary budget each year by July 1<sup>st</sup> that shall demonstrate that the School will financially be able to operate the School with opening of School for the particular academic year.

a) Governing Board Approval Required: Pursuant to FS § 1002.33(9) (j), the School's governing board shall adopt and maintain an annual budget. Provided further that the School agrees that any adopted budgets shall be balanced budgets.

b) Date to submit to Sponsor: The School agrees to transmit to the Sponsor a copy of the School's preliminary budget on or before July 1<sup>st</sup> annually.

**2) Amended Budget**

a) The School agrees to transmit to the Sponsor an amended budget, no later than the 15th of the month when amended. An amended budget shall be any budgetary changes subsequent to the preliminary budget noted above.

b) The Charter School shall amend its budget on a timely basis based on the receipt of any special funding such as school recognition funds, Teacher LEAD funds or other pass through funds, and to reflect any substantial change in actual student enrollment that may occur during the fiscal year.

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

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

2) Financial and Program Cost Accounting and Reporting for Florida Schools: The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida.

3) The School's financial records that comprise its accounting system shall be maintained in accordance with FS § 1002.33(9)(g), and shall be on an accrual basis.

### **4) Financial Reports**

a) Monthly Financial Reports: The School shall provide monthly financial statements to the Sponsor, which shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with Generally Accepted Accounting Principles as specified above and in a format to include a detail of all revenue and expenditure activities relating to its operations, and file any appropriate reports with the respective state and federal agencies. In the event the School elects to follow generally accepted accounting standards for not-for-profit organizations, it shall be reformatted for reporting purposes. The monthly financial statements shall be delivered electronically to the Sponsor no later than the last work day of the month following the reporting period. Reports are required for each month of the fiscal year. The School will submit the District's Charter School Financial Condition Reporting form, signed by the Board President or Treasurer. The School shall disclose to the school district on a monthly basis if any related party transactions have occurred, regardless of amount. ("Related party" shall include: i.) any employee, contractor, or governing board member of the school; ii.) any relative of any employee, contractor, or governing board member of the school, where "relative" shall have the meaning set forth in FS § 112.312(21); or iii.) any other person who is in one of the relationships with the school that are identified in 26 U.S.C. Section 267(b).). Failure to timely submit monthly financial reports without reasonable cause shall constitute a material breach of this Contract.

b) Annual Property Inventory: The School shall establish and maintain a property inventory and label all items that cost more than \$1,000.00 in public funds. In addition, the School shall also clearly identify all property, equipment, materials and other items that are purchased with public funds generated by the operation of the School. A cumulative listing of all property valued over \$1,000.00 purchased with public funds i.e., FEFP, grant, and any other public-generated funds; and a cumulative listing of all property valued at more than \$1,000.00 purchased with private funds will be submitted yearly along with the annual audited financial

statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

c) Program Cost Report: The School agrees to deliver to the Sponsor's Executive Director of Financial Services its annual cost report in a form and manner consistent with generally accepted governmental accounting standards in Florida no later than the last working day in August.

d) Annual Financial Audit: An annual financial audit, requested and paid for by the School, shall be performed by a licensed Certified Public Accountant. The audit shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida,. In order for the Sponsor to have time to appropriately report to the state, the School shall deliver twelve (12) copies of the audit to the Sponsor's Executive Director of Financial Services no later than last working day in August, including the information required in FS §1010.20. In addition to conforming to applicable accounting standards and statutory requirements the independent CPA shall consider appropriate analysis of financial trends and conditions. At a minimum, the independent CPA should examine the level of unreserved fund balance within the general fund in relation to general fund revenues. Such level should be 2.5% or higher. The Florida Office of the Auditor General has identified this percentage as indicating a minimum level of resources to be available for emergencies and unforeseen situations. The School further agrees to provide the Sponsor with twelve copies of such audit and the corresponding responses to the finding(s), each shall be bound together in one complete report. Funding for any subsequent year or Contract extension, if approved by the School Board, shall be contingent upon the receipt and subsequent approval of the audit by the Sponsor and/or its representatives, and such funding shall be adjusted as necessary to reflect audit results. Additionally, failure of the School to comply with the timely submission of all financial statements will result in the Sponsor's withholding of subsequent payments to the School without penalty of interest, as described in 4(F)(4)(a) of this Contract, until such time as the statements are received. The Sponsor reserves the right to perform additional audits at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary. The Sponsor will notify the School of this procedure in a timely manner consistent with the notification given to other public schools.

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

5) The School's Fiscal Year will be from July 1- June 30.



6) Financial Recovery Plan and Corrective Action Plan as required by statute and State Board of Education rule: Furthermore, if the School's internal audit reveals a deficit financial position, the auditors are required to notify the School's governing board, the Sponsor, and the Department of Education. The Internal auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the Charter School and the chair of the governing board within seven (7) working days after finding the deficit position. A final report shall be provided to the entire governing board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview.

#### **G) Financial Management of School**

1) The School's financial activities and reporting of same will be subject to the Florida Department of Education (FDOE), Technical Assistance Notes (TAN), 99-09, 2000-05, and 2001-15, incorporated into this Contract as Appendix 16, as well as any other applicable subsequently issued directives by the State.

2) The Sponsor reserves the right to require the School and the School agrees to adhere to any additional financial requirements mandated by the State and/or Federal Laws and regulations relating to charter schools or receipt of federal or State funds by same.

3) The School shall not suggest or represent to third parties, including, but not limited to, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals, that the Sponsor will guarantee payment for any purchases made or debts incurred by the School, nor shall the School represent that the Sponsor will guarantee payment for any loans secured by the School, or that the Sponsor will lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

#### **H) Description of Internal Audit Procedures**

The School shall abide by appropriate Sponsor internal audit procedures to assure sound financial management.

### **SECTION 5: FACILITIES**

#### **A) Prior Notification**

1) Deadline to secure facility: The School shall provide the Sponsor with a copy of its lease, proof of ownership, or other applicable agreement governing the use of the buildings that will house the School's program by May 1, 2014.

2) Documentation of zoning approvals shall be submitted to the Sponsor by June 1, 2014.

3) Documentation of the Certificate of Occupancy shall be submitted to the Sponsor by July 15, 2014.

4) Inspection of Facility: Written evidence of inspections for a public school building shall be delivered to the Sponsor no later than July 30, 2014.

5) If the school is unable to meet any of the deadlines set forth above, it will be required to use the 2014-2015 school year as a planning year. Such year shall count as a year under the contract.

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

1) Florida Building Code: The School shall use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to FS § 1013.37.

2) The School shall comply with all applicable laws, ordinances, and codes of federal and state governance, including Individuals with Disabilities Education Act.

3) The School shall submit documentation of approved capacity, if applicable as per state and local specifications by July 15, 2014.

#### **C) Location**

1) When available, the School will provide the School's street address to the Sponsor.

2) Relocation: The School agrees to notify the Sponsor within fourteen (14) working days of reaching an agreement concerning any relocation.

#### **D) Prohibition to affix religious or partisan political symbols, statues, artifacts**

The School agrees not to affix any religious symbols, statutes, artifacts, etc., on or about the property and facilities where the School will operate.

#### **E) Specific Facility Requirements**

1) The School has responsibility for maintaining the facility and meeting all state and local health and safety requirements at the School's expense. Failure to maintain the facility in compliance with all health and safety requirements will result in termination of the contract.

2) Inspections: All inspections (Health, Fire and Certificates of Occupancy) shall be delivered to the Sponsor's Office of Charter School Programs by July 15, annually. The School agrees to periodic safety inspections by the Sponsor or its designee, if requested, or if deemed to be needed.

#### **F) Disaster Preparedness Plan**

The School may adopt the Sponsor's "Emergency Management Plan," ("EMP"). Notwithstanding the above acceptance of the EMP, the School and the Sponsor may agree to any reasonable exemptions from the EMP the School may wish is attached hereto in Appendix 9. Any failure to agree on exemptions shall not be considered a dispute.

### **SECTION 6: TRANSPORTATION**

#### **A) Cooperation between Sponsor and School**

Pursuant to FS § 1002.33(20)(c), the School agrees to provide for transportation of the School's students, if so requested, consistent with the requirements of FS 1006. The School shall make arrangements to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the School. The School and the Sponsor, if agreeable to the Sponsor, may enter into a separate contract for the provision of transportation services.

#### **B) Compliance**

The School shall demonstrate compliance with all applicable transportation safety requirements. At the discretion of the School's governing body, transportation may be provided through private providers who meet all applicable State and Sponsor's safety and transportation standards with funds allocated to eligible students. If applicable, the School will provide the Sponsor the name of the private transportation provider and a copy of the signed transportation contract ten (10) working days prior to the opening day of classes.

### **SECTION 7: FOOD SERVICE**

#### **A) Compliance**

The School shall comply with the federal requirements for free and reduced meal service. Free and Reduced Meal Applications shall be made available to all students. The School may maintain its status as an independent sponsor of the National School Lunch and Breakfast Program. The School shall be solely responsible for compliance with that program as determined by the Florida Department of Education - Food and Nutrition Management Department. Sponsor will provide such services in accordance with FS § 1002.33(20)(a)(1).

"In the event vending machines are used, they shall provide only single serving snacks and the School should ensure machines are stocked with healthful selections of foods and beverages consistent with the Dietary Guidelines for Americans.

### **SECTION 8: INSURANCE AND INDEMNIFICATION**

#### **A) Indemnification of Sponsor**

1) The School, to the extent immunity is waived pursuant to FS §768.28, 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, contractors, subcontractors, or other agents in connection with and arising out of their services within the scope of the contract;

b) the School's material breach of the contract or violation of law that would result in any claim against the Sponsor;

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 contract; 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;

e) professional errors of omission, 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; and

g) personal injury, property damage or civil rights violations that might arise out of, or by reason of any act or omission by the School, its employees and/or agents.

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 contract with respect to any claims based on facts or conditions which occurred prior to the termination of the contract.

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

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) The School's indemnification obligations hereunder shall survive the expiration or termination of this Contract.

#### **B) Indemnification of the School**

The Sponsor, to the extent immunity is waived pursuant to FS §768.28, agrees to indemnify, 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:

1) 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 contract;

2) the Sponsor's material breach of the contract or violation of law that would result in any claim against the School;

3) any failure by the Sponsor to pay its suppliers or any subcontractors;

4) the failure of the Sponsor'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 contract; however, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, its members, officers, employees, subcontractors or others acting on its behalf.

5) professional errors of omission, or claims of errors or omissions by the Sponsor's employees, agents, or governing body.

6) personal injury, property damages, or civil rights violations that might arise out of, or by reasons of any act or omission by the Sponsor, its employees and/or agents.

7) Patent and Proprietary Rights: The Sponsor shall also indemnify, defend, protect and hold the School harmless against all claims and actions brought against the School 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 Sponsor.

8) The Sponsor's indemnification obligations hereunder shall survive the expiration or termination of this Contract.

#### **C) Sovereign Immunity**

Notwithstanding anything herein to the contrary, neither party waives its claim to 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 FS §768.28.

#### **D) 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.

#### **E) Approval of Insurers**

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

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

#### **F) Commercial and General Liability Insurance**

1) General Liabilities Required: The School shall provide evidence of liability insurance in the following manner:

a) As evidence of compliance with the insurance required by this contract, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage by July 15.

b) The evidence of insurance shall provide that the Sponsor be given no less than thirty (30) days written notice prior to cancellation.

c) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided. Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of this contract.

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

2) Commercial Liabilities Required: Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

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

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

4) Deductible/Retention: Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$5,000 per occurrence.

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

6) The School's General Liability Insurance policy shall also include coverage for corporal punishment.

#### **D) Automobile Liability Insurance**

1) Liabilities covered: The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.

2) Minimum limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$2 million annual aggregate.

3) Additional Insured: The Sponsor, its members, officers, employees, and agents shall be named as an additional insured to such policy.

#### **E) Workers Compensation/ Employer's Liability**

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

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

#### **F) School Leader's Errors and Omissions Insurance**

1) Form of Coverage: The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Liability Insurance. This coverage addresses liability arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification, which is part of this Contract. The policy should also include an endorsement for Sexual Harassment and Molestation Limitation for damages and claim expenses based upon or arising out of sexual



abuse, sexual harassment or molestation provided that all actual or alleged acts of any perpetrator, regardless of when they are committed, shall be deemed a single wrongful act.

2) Coverage Limits: If on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract. The minimum limits to be maintained by the School inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million per claim/annual aggregate.

3) Occurrence/Claims: The insurance shall be subject to a maximum deductible not to exceed \$10,000 per claim.

4) The School shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees including Faithful Performance coverage for the School's administrators, Principal, and Governing Board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence/claim. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

#### **G) Property Insurance**

##### **1) Option #1**

a) If the School is the owner and/or has a mortgage on the School site location, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for the "Building" which is to include the structure as described in Section C. Facilities, including permanently installed fixtures, machinery and equipment: outdoor fixtures, and personal property to service the premises. If the building is under construction the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

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

##### **2) Option #2 (lease property)**

a) If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor no later than ten (10) days prior to the opening of school, evidence of Business Personal Property Insurance, to include furniture, fixtures, equipment and machinery used in the School.

##### **3) Option #3**

a) If the School occupies a physical plant owned by the Sponsor, then the School shall provide a form acceptable to the Sponsor no later than ten (10) days prior to the opening of school, evidence of Business Personal Property Insurance to include furniture, fixtures, equipment and machinery used in the School.

4) In addition, if the School is the owner and/or has a mortgage on any temporary or re-locatable facilities, wherever located, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for any such temporary or re-locatable facilities, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to serve the premises.

**H) Applicable to All Coverage's**

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

2) Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall have evidence of a minimum deductible amount of \$5,000.00 within such insurance or self-insurance retention.

3) Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors and/or independent contractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.

4) Subcontractors/Independent Contractors: The School shall require its subcontractors and/or independent contractors to maintain any and all insurance required by law. Except to the extent required by law, this Contract does not establish minimum insurance requirements for subcontractors and/or independent contractors.

5) In the event that the School should default under any provision hereto, the School shall have thirty (30) days to cure unless otherwise agreed to by the parties in writing.

6) Default upon Non-Compliance: Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Contract. The School shall be in default of this Contract for failure to maintain such insurance as required by this Contract, provided further that the insurance requirements in this Contract shall not be construed to waive the Sponsor's sovereign immunity or limits of liability set forth in FS § 768.28.

**SECTION 9: GOVERNANCE**

**A) Governing Body**

The School shall be operated by a governing board. Within 10 days of the execution hereof, the governing board shall inform the Sponsor, in writing at the time of the execution hereof, whether it will be a public employer for the purposes of determining whether the

employees will participate on the Florida Retirement System. Such notification shall be incorporated into this Agreement as a separate Appendix item.

#### **B) Powers of the School's Governing Board**

The powers of the School's governing board shall be as provided by law. The School's governing board shall set policy upon recommendation by, and in consultation with the Principal of the School, evaluate the operational and fiscal performance of the Principal, including the Principal's delivery and implementation of a State standards based curriculum, supervise audits and business practices, and be responsible for handling complaints concerning the operation of the School. Under no circumstances shall the governing board delegate its responsibilities to any private, for-profit entities. In addition, the governing board may not delegate its responsibilities to:

- 1) Annually adopt and maintain an operating budget;
- 2) Exercise continuing oversight over the School's operations, as provided by law;
- 3) Ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to FS §1002.33(9)(j)(1), who shall submit the report to the governing board;
- 4) Review and approve the audit report, including audit findings and recommendations for the financial recovery plan; and
- 5) Monitor a financial recovery plan in order to achieve compliance.

#### **C) Role and Responsibilities of Governing Body**

The School's governing board 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 board shall review the School's quarterly financial statements and the performance of school administration at regular intervals. It shall be the governing body's responsibility for ensuring retention of a certified public accountant (herein referred to as "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 board'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 of this contract.

#### **D) 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, Florida Statutes applicable to charter school governing boards pursuant to FS § 1002.33(26). The governing board's Chair is responsible for ensuring the following:

1) A member of the governing board of the School cannot act in a private capacity in any self-serving manner or for any self-serving financial benefit. This would prohibit a Board Member, in his/her private capacity, from selling services directly or indirectly to the School. This includes that no board member of the School shall receive compensation, whether directly or indirectly, from the School's operations. This would also mean that a Board Member who should loan funds to the School, must do so on an interest free basis or through separate agreement with the governing Board agreeing that all interest received will be transferred to the School for operational use.

2) 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.

3) 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.

4) The School shall 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, which would violate the contract or FS Chapter 112 provisions pertaining to charter school governing boards, by July 15th each year of operation.

5) Violation of any portion of this section shall be deemed a material breach of contract.

#### **E) 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. A reference is hereby made to FS §112.313.

#### **F) 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 within 48 hours of any changes consistent with the provisions set forth in Subpart (L) below and Section 11, Subpart (O) below. Replacement of governing board members shall be done in accordance with applicable Florida law. The School shall provide parents in writing the names and phone numbers of the members of the governing board.

#### **G) Public Meetings and Minutes**

1) The School's governing body shall conduct regularly scheduled meetings open to the public pursuant to FS §286.11, 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, FS Chapter 119. 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 governing board meetings.

2) The Charter School Principal will ensure that the charter school posts the minutes of all Board Meetings on the school's website within 10 days of the Board approval of the Minutes. The charter school Principal will ensure that an electronic copy of the Board Minutes is submitted to the Director of Charter Schools within 10 days of the Board approval of the Minutes. The charter school Principal will ensure that all Board Meeting times, dates, and locations are clearly posted on the school's website by July 15 annually. The charter school Principal will ensure that the Sponsor's Director of Charter Schools is informed of the date, time, and location of all Charter School Board Meetings, including any emergency Board Meetings. The School shall notify the Sponsor's Director of Charter School of any changes or cancellations of scheduled meetings.

#### **H) Access by Sponsor to School**

The School acknowledges that a charter school is a Florida public school and is considered by the FLDOE to be a District School Board of Collier County public school. Each charter school is supported in the main by public funds. A charter school is subject to the oversight of the District School Board of Collier County, the Superintendent of Public Schools for Collier 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.

#### **I) School Administrator/Principal and Guidance Counselor**

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. The School shall provide the services of a certified Guidance Counselor to meet the emotional needs of the students, monitor 504 plans, and to serve as the school's Testing Coordinator for all State mandated student assessments.

#### **J) Governance Training**

1) Each member of the governing board, as well as the principal responsible for the operation of the School, shall participate in governance training approved by FLDOE that includes government in the sunshine, conflicts of interest, ethics and financial responsibility prior to August 1st of the opening year. The School agrees that new board members and staff will be trained within ninety (90) days of their appointment or employment.

2) The School's governing board shall create a self-evaluation instrument; which self-evaluation shall be administered annually by the governing board and reviewed by the Sponsor.

**K) Identification of Governing Board Members**

Within 45 days of appointment to the School's governing board, the members shall be fingerprinted pursuant to FS §1002.33(12)(g).

**L) Changes in Governing Board**

The School's governing board will notify the Sponsor of any changes in governing board members within 48 hours of such change.

**M) Non-Discrimination**

The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and to provide equal access and opportunity for all, as required by federal and state laws, State Board of Education Administrative Rules, and School Board rules.

**N) Public Records and FERPA**

The Schools shall comply with the Public records provisions of FS 119 and the Family Educational Rights to Privacy Act ("FERPA") and related state statutes pertaining to the Act.

**O) Filing for Bankruptcy**

In the event the School files for bankruptcy, the contract with the Sponsor shall terminate immediately upon the filing thereof.

**SECTION 10: EDUCATION SERVICE PROVIDER**

**A) Education Service Provider Agreement**

**1) School use of ESP services**

a) The contract between the governing body of the School and the management company and/or education service provider shall require that the management company and/or education service provider operate the School in accordance with the terms stipulated in the School's Contract and all applicable laws, ordinances, rules, and regulations.

b) No employee or staff member of the management company and/or education service provider shall become a member of the School's governing board.

c) The School leader will be employed by and evaluated by the School's governing board.

d) The contract between the management company and/or education service provider and the governing body of the School shall ensure that an "arms-length," performance-based relationship exists between the governing board and the ESP. The contract between the governing body of the School and the management company and/or educational service provider must be submitted to the Sponsor seven (7) business days prior to the Board meeting at which this contract will be considered for approval.

e) Any default or breach of the terms of this Contract by the management company and/or education service provider shall constitute a default or breach under the terms of the Contract between the School and Sponsor.

2) Submission of Education Service Provider Agreement: If a management company and/or education service provider will be operating the School, the contract between the management company and/or education service provider and the governing body of the School shall be submitted to the Sponsor prior to the approval of the School's Contract.

3) Amendments: All amendments to the contract between the management company and/or education service provider and the governing body of the School shall be submitted to the Sponsor within five (5) days of execution.

4) ESP Contract amendments that result in material change require contract modification.

5) Change of ESP requires contract modification.

#### **B) Provisions of the School's Agreement with ESP and Related Financial/Fiduciary Considerations**

1) No provision of the ESP agreement shall interfere with the School's governing board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School.

2) No provision of the ESP agreement shall prohibit the School's governing board from acting as an independent, self-governing public body, or allow decision to be made other than in compliance with Florida's Open Meetings Law.

3) The ESP agreement must be clear that any funds received by the School and not spent belong to the school and not to the ESP.

4) The ESP agreement shall provide that the financial, educational and student records pertaining to the School are School's property and that such records are subject to the provision of Florida Public Records Law. All School records shall be physically located at the School, and should be physically or electronically available, upon request, at the School's physical facilities.

Except as permitted under the School contract and applicable law, no ESP agreement shall restrict the Sponsor's access to the school's records.

5) Any agreement must state that all correspondence between the Sponsor and the School shall be between the Sponsor and the governing board. The ESP may not respond on behalf of the board.

6) The District's Charter School Monthly Financial Review form shall be certified and signed only by the President or Treasurer of the Board.

7) The School shall deposit all payments, advances, remittances from the Sponsor into an account(s) directed solely and entirely by the officers of the governing board.

8) Payments made by School's Board to the ESP shall be either on a cost reimbursement basis, or may be advanced to the ESP, but not more than three days in advance of any expenditure. The ESP agreement shall state that any funds advanced to the ESP belong to the School until the point that they are legally expended by the ESP on behalf of the School's governing board.

9) At all times, the School's governing board shall retain reserves sufficient to comply with state law, in account(s), directed solely and entirely by officers of the board. Additionally, the governing board shall retain funds under the sole direction of the Board, for an independent financial audit by a licensed Certified Public Accountant. The Board shall budget for and retain legal counsel for its own affairs. Said legal counsel must not be affiliated in any way with legal counsel retained by the ESP contracting with the board.

10) The ESP agreement shall allow the School's governing board's auditor and the Sponsor access within 48 hours of any request to any and all financial records maintained by the ESP on behalf of the Board.

11) The agreement between the Board and the ESP shall state that any and all contracts between the governing board and the ESP terminate upon revocation or termination of the contract by the Sponsor. The agreement shall stipulate that the governing board retains the right to terminate the relationship between the governing board and ESP without cause of financial penalty after the second year of any agreement.

12) Annually and prior to the renewal of a contract between the governing board and any ESP, there shall be an evaluation of the ESP's performance and a determination by the board on whether the ESP has met the performance criteria established by the board. The report shall be presented in a notice meeting and the parents of every student shall be provided a copy of the evaluation.

13) Any lease agreements entered into by the School's governing board shall be approved in (public noticed meeting) and it shall demonstrate that the terms of the lease are at reasonable local market rates. No member of the Board nor any employee, shareholder director or other party affiliated with the ESP may have any financial interest in any lease entered into by



the School's governing board. Any lease agreement must be separate and separate and apart from any contract for the ESP services.

14) If the ESP purchases any equipment, services, materials or supplies on behalf of the Board, the ESP may not add any fees or charges to the cost of the said equipment, services, materials or supplies from a third party vendor.

15) If the ESP purchases equipment, materials and supplies on behalf of or as the agent of the School, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the School.

16) The ESP agreement as it pertains to employees must state which persons or positions are employees of the ESP, and which persons or positions are employees of the School.

a) If the ESP should lease employees to the School, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the School or working on School operations.

b) If the School is staffed through an employee leasing agreement, legal confirmation must be provided to the School board that the employment structure qualifies as employee leasing arrangement.

17) The ESP agreement must contain insurance and indemnification provisions identifying the coverage the ESP will obtain. The ESP's insurance shall be separate from and in addition to the insurance for the School's governing board that is required according to the School contract.

18) Any loan or other financial arrangement between the ESP and the School must be presented to the governing board for approval.

## **SECTION 11: HUMAN RESOURCES**

### **A) Employment**

1) Employees: The parties to this contract agree that the School shall select its own employees. The school may seek advice from the ESP during the selection process and such advice shall be requested and provided in a manner not inconsistent with the provisions of section 10 above.

2) The School agrees that its employment practices shall be non-sectarian and non-discriminatory. Employment of instructional, non-instructional, and administrative personnel

shall be consistent with the requirements of state and federal law including FS §1000.05, FS Chapter 760, Title VII, State Board Rules 6B-1.001 and 6B-1.006, FAC, the Code of Ethics, and Principles of Professional Conduct.

3) **Employment Orientation:** During the employment orientation, the School will provide training to new employees on drug free school and workplace policies, sexual harassment, ethics, reporting of abuse, reporting educator misconduct, blood-borne pathogens and any other topics required by state and federal law.

#### **B) Certification**

1) The teachers employed by, or under contract with the School shall be certified as highly qualified as required by FS Chapter 1012, and applicable federal statutes, and FLDOE certification procedures. The School shall determine whether or not an applicant is eligible for certification based on documentation submitted by the applicant, including 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 FS Chapter 1012, and as provided by State Board of Education rule for charter school governing boards.

2) **NCLB requirements for para-educators:** All para-educators hired must meet NCLB requirements (two years of college, an AA degree, or having passed an equivalent exam).

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

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

5) The School will deliver special education services in collaboration with the Sponsor, engaging reputable educational service providers on an as-needed basis as described in Appendix 1.

6) Students enrolled at the School who have limited proficiency in English shall be served by ELL-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.

a) The School shall ensure that all staff meets the Highly Qualified requirements of No Child Left Behind including proper certification, certification add-on endorsement, and/or appropriate in-service requirements.

b) In the event a certified teacher is terminated or leaves, the Sponsor will be notified within five (5) business days and the School will ensure that a certified staff person is promptly hired as a replacement.

c) The School shall establish and provide and/or contract with an approved provider for an alternate certification program for instructional staff hired without certification, as per the requirements of FS § 1012.56(8)(a).

### **C) 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 ELL certifications or endorsements may not teach classes for weighted funding for ELL students.

### **D) 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.

### **E) Procedures**

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

### **F) Fingerprinting and Criminal Background Screening**

1) The School shall require all employees, prior to employment, to comply with fingerprinting requirements of FS §1012.32 and shall bear the costs thereof. The Sponsor shall perform the processing of each applicant's fingerprints. The School agrees that new applicants for employment shall be prohibited from working at the School until they have been fingerprinted and received clearance from the Sponsor's Human Resources' Department in accordance with state law and the Sponsor's screening guidelines.

2) The members of the School's governing body shall be fingerprinted in a manner similar to that provided in FS §1012.32. The Sponsor shall notify the School of the results of such fingerprinting. In the event of the renewal of this contract, 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 Sponsor shall provide written notification of School or Board Members needing fingerprint updates.

3) The governing body of the School shall disqualify from employment instructional personnel, non-instructional personnel, and school administrators, as defined in FS §1012.01, who have been convicted of the offenses listed in FS §1012.315 and/or precluded by the Sponsor's screening guidelines. Such disqualifications shall also apply to Board Members and/or prospective Board Members who have been so convicted or precluded from the Sponsor's screening guidelines.

4) All employees of vendors doing business with the School who come on site shall be subjecting to fingerprinting and appropriate screening. This shall include obtaining of badges reflecting that they have been screened before being allowed on the school site.

#### **G) Criminal Background Checks**

Applicants and volunteers at the charter school will be required to complete the same background check as those of the Sponsor, including compliance with The Jessica Lunsford Act and any other applicable laws, as part of the School's application process; including the standards of review provided for in the Sponsor's screening guidelines pertaining to volunteers.

#### **H) Anti-Discrimination Provision**

The School shall comply with the anti-discrimination provisions of FS §1000.05 ("The Florida Education Equity Act").

#### **I) Non-Compliance**

If the School is determined to be in non-compliance with Subparts F and G above of this Section, the Sponsor shall provide written notice to the School, and the School shall have twenty-one (21) days to bring matters into compliance.

#### **J) 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. § 701et 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.L102-143, Title V), 49 C.F.R. Part 40 and 384, and FS § 234.101. The testing records shall be made available to the Sponsor for inspection upon request.

#### **K) Retirement**

If the School is a public employer, it may participate in the Florida Retirement System (FRS) upon application and approval as a "covered group" under FS §121.021(34). If the School participates in the FRS, the School's employees shall be compulsory members of the FRS and the School shall make contributions to the FRS for all teachers and/or employees. At the time of this Contract, the School intends to be a private employer as set forth in Appendix \_\_1\_\_. The School will promptly notify the Sponsor if it decides to become a public employer.

#### **L) Leave**

Leave will be available to a Sponsor employee who decides to teach at the School pursuant to F.S. §1002.33(12). All other leave arrangements of the Sponsor applicable to said employee shall remain in place. A school employee on leave shall provide the Sponsor with 60 days advance notice prior to the school year the employee wishes to return.

#### **M) Employment Practices**

1) The School agrees that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

2) The School shall prepare an employee handbook to provide to its employees, setting forth the School's employment practices and procedures including provisions for benefits and leave. A copy of the handbook shall be provided to the Sponsor and shall be appended here as Appendix 12.

3) Pursuant to FS §1002.33(12)(b), School employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the School.

4) The School will provide payroll services for all of its employees.

5) All staff will be directly supervised by the Principal. All School employees will be evaluated annually by the Principal and/or his/her designee from his/her administrative team.

#### **N) Sponsor Training of the School's Employees**

##### **1) Participation and Cost of Training Activities**

a) Participation in federally funded training at no cost.

b) Participation in non-federally funded training: Professional development activities shall be made available to School employees on a space available basis, and the School shall pay all of the additional costs associated with such training activities at the same rate and reimbursement methodologies currently charged to the Sponsor.

c) The School's teachers may participate in training conducted by the Sponsor and the Sponsor's teachers may participate in professional development conducted by the School on a space available basis, and the Sponsor shall pay all of the additional costs associated with such training activities at the same rate and reimbursement methodologies currently charged to the School.

#### **O) Employee Rosters**

School shall provide the Sponsor's Director of Charter Schools with an employee roster (to include full time employees, part-time employees, substitutes, and Board Members) two weeks prior to the start of the school year and on a quarterly basis during the school year. The School shall also provide the Sponsor's Director of Charter Schools with an updated employee roster within 48 hours whenever a charter school employee has been terminated, resigned, passed away, or was recommended for hire. This will ensure that the Sponsor can maintain an accurate fingerprint data base for School employees.

### **SECTION 12: REQUIRED REPORTS/DOCUMENTS**

#### **A) Pre-Opening**

- 1) Policies and Procedures Manual
- 2) List of Governing Board Members, including their names, addresses, telephone numbers, e- mail address and brief background information
- 3) Facility
- 4) Schedule of planned Board meeting dates, times and locations for the academic year
- 5) A list of any relatives of the Charter School Board members, employed by the Charter School or contracted by the Charter School to supply any services or materials

#### **B) Monthly**

- 1) Financial Statements, per State Board of Education Rule
- 2) Due no later than the Sponsor's final work day of the month following the reporting period

#### **C) Annually – on a flash drive**

- 1) Annual School Improvement Plan
- 2) Annual Audit
- 3) Program Cost Report

- 4) Annual Inventory Report
- 5) Policies and Procedures
- 6) Student Code of Conduct
- 7) Dismissal Policies and Procedures
- 8) Disaster Preparedness Plan
- 9) Employee Handbook
- 10) Current List of Governing Board Members
- 11) School's Parental Contract
- 12) Projected Enrollment
- 13) Capacity
- 14) School Calendar
- 15) Evidence of Insurance
- 16) ESP Management Agreement

#### **SECTION 13: MISCELLANEOUS PROVISIONS**

##### **A) Start Up of the School**

1) The School shall have hired, and have in place, a Principal and a Data Entry Clerk by June 1, 2014 and will notify the Sponsor through its Director of Charter Schools accordingly.

2) The Principal and Data Entry Clerk shall attend the Sponsor's charter school orientation program to be held by the Sponsor in July, 2014.

##### **B) Impossibility of Performance**

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

##### **C) Notice of Claims**

1) Time to Submit: As evidence of compliance with the insurance required by this contract, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage by July 15.

2) Notice of Cancellation: The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation.

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

#### **D) Drug Free Workplace**

The School is a Drug-Free Work Place School shall attach either its own applicable policy or shall adopt the Sponsor's plan as Appendix 13.

#### **E) Entire Agreement**

1) This Contract shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Contract. This Contract may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Contract shall require approval of the School Board.

2) This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Contract.

#### **F) No Assignment**

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

#### **G) No Waiver**

No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Contract shall be deemed to have been made by either party unless in writing and signed by the parties.

#### **H) Default Including Opportunity to Cure**



In the event that the School should default under any provision hereto, absent any health or safety issue which shall warrant any immediate cure (no more than five (5) days), the School shall have thirty (30) days to cure unless otherwise agreed to by the parties in writing.

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

All representations and warranties made herein shall survive termination of this Contract.

**J) Severability**

If any provision or any part of this Contract is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract and all such provisions shall remain in full force and effect.

**K) Third Party Beneficiary**

This Contract is not intended to create any rights in a third party beneficiary.

**L) Choice of Laws**

The Parties agree that Collier County shall be the proper venue for any litigation arising under this Contract. This Contract is made and entered into in Collier County, Florida and shall be interpreted according to the laws of the State of Florida. Inconsistent or contrary provisions in this Contract shall be preempted by the laws of the State of Florida. The School's approved Charter Application to operate a charter school is incorporated by reference herein as part of this Contract. Any inconsistent or contrary provision in the School's Charter Application shall be superseded by the provision of this Contract. Collier County shall be the proper venue for any litigation arising under this Contract.

**M) Notice**

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Charter School Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Mason Classical Academy, Inc.  
Kelly, Lichter, President  
7935 Airport Pulling Road #4-300  
Naples, Florida 34109

The District School Board of Collier County, Florida  
5775 Osceola Trail

Naples, FL 34109-0919  
Attn.: Superintendent of Schools

Copies of all Notices to:  
Office of Director Charter Schools  
5775 Osceola Trail  
Naples, FL 34109-0919

District School Board of Collier County, FL  
Office of the District General Counsel  
5775 Osceola Trail  
Naples, FL 34109-0919

**N) Authority**

Each of the persons executing this Contract represents and warrants that he or she has the full power and authority to execute the Contract on behalf of the party for whom he or she signs and that he or she enters into this Contract of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

**O) Conflict/Dispute Resolution**

In the event of any conflict between the provisions of this Contract and any Appendix, the language of the Contract shall prevail. If a conflict arises out of the terms and conditions of the contract, the parties agree that they shall engage in informal mediation with one another. If the parties are unable to resolve it at that level, they shall proceed in accordance with statute.

**P) Citations**


All statutes cited herein shall refer to the edition in effect when this Contract is executed or extended, subject to subsequent amendment of such statutes.

**Q) Headings**

The headings in the Contract are for convenience and reference only and in no way define, limit or describe the scope of the Contract and shall not be considered in the interpretation of the Contract or any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

MASON CLASSICAL ACADEMY, INC.

  
\_\_\_\_\_  
Kelly Lichter, President

Date: 8/30/13

By: Carol E. Mason 8/30/13  
Witness Date

By: [Signature] 8/30/13  
Witness Date

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FLORIDA

Barbara B. Berry  
Barbara Berry, Chair  
Date: 09/11/13

By: Kamela [Signature] 9/13/13  
Superintendent Date

By: \_\_\_\_\_  
Witness Date

APPROVED AS TO FORM:

Jon Fishlane Sept. 4, 2013  
School Board Attorney Date