

<b>Florida SouthWestern State College District Board of Trustees</b> <b>Agenda Item Summary</b>	
Meeting Date: 8/26/2014	
<b>1. Action Requested/Purpose:</b> Request for approval of Florida SouthWestern Collegiate High School – Charlotte contract.	
<b>2. Fiscal Impact:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>3. Funding Source:</b> Florida Education Finance Plan, FEFP    Amount: \$	
<b>4. Administration Recommendation:</b>	
<b>5. Agenda Item Type:</b> <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	<b>8. Requirement/Purpose (Include Citation)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
<b>9. Background Information:</b> The Administration recommends approval of the Florida SouthWestern Collegiate High School – Charlotte contract.	
<b>Requested By:</b>	 Dr. Erin Harrel
<b>Funding Verified by:</b>	 Vice President, Administrative Services
<b>Approved For Agenda by:</b>	 President

**AMENDED RESTATED CHARLOTTE COUNTY PUBLIC SCHOOLS  
CHARTER SCHOOL CONTRACT FOR  
FLORIDA SOUTHWESTERN COLLEGIATE HIGH SCHOOL -  
CHARLOTTE**

THIS CHARTER SCHOOL CONTRACT (hereinafter referred to as the "Charter"), entered into this 12 day of August, 2014, is between THE SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA, a public corporate body operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor" and DISTRICT BOARD OF TRUSTEES, FLORIDA SOUTHWESTERN STATE COLLEGE operating FLORIDA SOUTHWESTERN COLLEGIATE HIGH SCHOOL - CHARLOTTE, (hereinafter referred to as "School").

WHEREAS, the Sponsor has the authority pursuant to § 1002.33, F.S. to grant to a non-profit organization a charter to operate a charter school with the school district; and

WHEREAS, the School has operated, and desires to continue to operate, a charter school within the Sponsor's school district for the purposes set forth herein; and

WHEREAS, on February 10, 2009, Sponsor and School entered into a charter school contract ("Charter") for the operation of the School as a charter school under § 1012.33, F.S.; and

WHEREAS, the Charter was amended by contract on July 29, 2010; and

WHEREAS, the Charter expires on June 30, 2014; and

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

WHEREAS, Sponsor and School desire to renew the Charter on the terms and conditions set forth in this Charter; and

WHEREAS, the School is entitled to a fifteen (15) year renewal term pursuant to § 1002.33(7)(b)2, F.S. because the School has received a school grade of "A" or "B" pursuant to § 1008.34, F.S. in 3 of the past 4 years and is not in a state of financial emergency or deficit position as defined by § 1002.33, F.S.; and

WHEREAS, the parties intend that this Charter serve as the agreement for the operation of the School;

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

**PART 1: GENERAL PROVISIONS**

**1.1 Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.

**1.2 Application:** The School's approved application to operate a charter school is

appended hereto as Appendix I and is incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix I, the provision of this Charter shall prevail if any provision of this charter is or becomes inconsistent with any applicable Florida law, the law will prevail.

**1.3 Term:** This Amended Restated Charter shall become effective on July 1, 2014 and shall cover a term of fifteen (15) years commencing on July 1, 2014, and ending on June 30, 2029. This Charter is subject to annual review and may not be renewed or may be terminated as hereinafter provided.

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

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

**1.6 Non-renewal or Termination:** At the end of the Charter's initial term, or any renewal term, the Sponsor may choose not to renew or may terminate the Charter for any of the following grounds:

- (a) Failure to participate in the state's education accountability system, created in §1008 31, F.S., and as required under §1002.33, F.S., or failure to meet the requirements for student performance stated in this Charter, including the incorporated application attached in Appendix I. Should the School receive a grade of "D" or "F" from the Florida Department of Education (hereinafter referred to as the "FLDOE") in two consecutive years, or in two of four consecutive years, this may constitute grounds for termination of the Charter. In the event that the School is not graded by the Department of Education, the Sponsor will calculate the equivalent grade using the state standards. If the School's students' Florida Comprehensive Achievement Test (hereinafter referred to as the "FCAT") performance is equivalent to a grade of "D" or "F", this may constitute grounds for termination of the Charter.
- (b) Failure to meet generally accepted standards of fiscal management. Should the School end its fiscal year in a deficit for two consecutive years, this may constitute grounds for termination of the Charter.
- (c) Violation of law.
- (d) Violation of provisions in the Charter.
- (e) Other good cause shown.

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

**1.8 Notice of Non-renewal or Termination by Sponsor:** If the Sponsor intends not

to renew or to terminate the Charter, except when terminating the Charter immediately pursuant to Part 1 8 above, it shall notify the School of its proposed action in writing at least ninety (90) calendar days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within fourteen (14) calendar days of receiving the notice, request an informal hearing before the Sponsor. If such hearing is requested, the Sponsor shall conduct the informal hearing within thirty (30) calendar days of receiving the School's written request. If the Charter is not renewed or is terminated pursuant to this paragraph, the Sponsor shall, within 10 calendar days, articulate in writing the specific reasons for its non-renewal or termination of the Charter and provide a letter of non-renewal or termination and documentation supporting the reasons to the School's governing body, the School's principal, and the Department of Education. The School's governing body may, within 30 calendar days after receiving the Sponsors final written decision to refuse to renew or to terminate the Charter, appeal the decision pursuant to the procedure established in §1002.33 (6), F.S..

**1.9 Termination or Non-renewal by School:** If the school desires to not renew the charter or to terminate the agreement prior to the end of the charter contract term, then it shall notify the Sponsor in writing of its intent to not renew at least ninety (90) calendar days prior to the last day of school for students in the academic calendar. The school within a reasonable amount of time shall wind up all charter school affairs, collect all sums due to the charter school, pay its debts and transfer to Sponsor any unencumbered public funds pertaining only to charter school operations (and not to include public funds received by Florida Southwestern State College for the operation of a state college) that may remain, except as otherwise provided in §1002.33(8)(e),F.S.

**1.10 Property of the School:** The School acknowledges that any and all real and personal property which is leased, purchased, or otherwise acquired by the School, with funds received by the School under this Charter, by or through the Sponsor or the State of Florida for the School (collectively "School Public Funds"), shall be used solely by the School for purposes related to the operation of the School. The term "School Public Funds shall be deemed to include funds received by the School if the Sponsor serves as the fiscal agent or is responsible for oversight and/or reporting requirements related to the funding; however, sources of funding independent of the Sponsor, donations or pledges of support shall not be considered.

**School Public Funds.** The School shall not enter into any contract which allows real or personal property purchased with School Public Funds to be leased, purchased or otherwise acquired by any entity other than the School nor shall the School allow any real or personal property purchased with School Public Funds to be titled in the name of any entity other than the School. For the purpose of this Charter, "personal property" shall be defined as those movable items costing more than \$1,000 00 and which have a useful life of one year or more.

**1.11 Dissolution of School:** The School acknowledges that, in the event that the School ceases to operate as a charter school, or the School's Charter is not renewed or terminated for any reason whatsoever, then the School shall be dissolved and any unencumbered public funds, except for capital outlay funds, pertaining to the School operations only and not to include public funds received by Florida Southwestern State College for the operation of a state college, from the School shall revert to the Sponsor. Capital outlay funds provided pursuant to §1013.62, F.S., and federal charter school program grant funds that are unencumbered shall revert to the Department of Education to be redistributed among all eligible charter schools pursuant to § 1002.33 (8)(e), F.S. All Charter School personal property and improvements, furnishings and equipment



purchases with Charter School Public Funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances as set forth in §1002.33(8)(3), F.S. Ownership to all real property remains with Florida Southwestern State College. The School shall not enter into any contract which would interfere with the right of Sponsor to assert title to personal property on its own behalf or on the behalf of the State of Florida in the event of termination of the Charter for any reason.

Within ten (10) calendar days of the School's dissolution, the School shall deliver the property to the Sponsor, or, with the Sponsor's approval, the School may pay to the Sponsor the fair market value of the Sponsor's interest in the property, as determined by the Sponsor, after the complete satisfaction of all lawful liens or encumbrances. The School shall execute all documents to accomplish the transfer of title as may reasonably be determined by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with School Public Funds rather than other public funds or nonpublic funds, ownership of the asset will revert to the Sponsor. If a particular item of property is purchased through the use of both School Public Funds and funds from other sources, then the ownership of the property will be equitably divided between the parties. The reversion of all property and improvements, furnishings and equipment purchased with School Public Funds shall focus on recoverable assets, but not on intangible or irrevocable costs such as rental or leasing fees, normal maintenance and limited renovations as provided in §1013.62, F.S. The School shall take all steps to ensure that unencumbered capital outlay funds received by the School revert to the Florida Department of Education as prescribed in §1002.33(8)(e), F.S.

**1.12 Transfer of Records:** Upon termination or expiration of this Charter, the School agrees to deliver to the Sponsor all Charter school records that it is required by law to deliver. The School may retain copies of delivered records, as it deems necessary and appropriate.

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

**1.14 Dispute Resolution:** Subject to the applicable provisions of §1002.33, F.S. as amended from time to time, disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, shall be resolved according to the dispute resolution process below.

a. **Identify Problem:** The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.

b. **Response; Informal Meeting:** The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.

c. **Mediation:** If parties are unable to reach agreement, they will jointly appoint Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation service. If free mediation services are available through Florida State Resolution Center or other entity, the parties may mutually agree to use such services. The parties shall share cost of mediation equally.

d. **Resolution:** Upon resolution of the problem, a responsible person for both parties will develop a joint written explanation-indicating resolution. This document will be retained with this Charter. If an amendment to this charter is necessary, both parties will submit the amendment for action.

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

**1.16 Annual Progress Report:** The governing body of the School shall make annual progress reports to the Sponsor, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as other annual school accountability reports are submitted. Each year, the School shall submit the Annual Report for the immediately preceding year to the Sponsor by a date determined by the State Department of Education. The Annual Report shall contain at least the following information, but the Sponsor reserves the right to request additional student performance information:

- (a) A description of the School's progress toward achieving the goals outlined in its charter school application, the Charter and its appendices, and the goals stated in its prior Annual Reports. The goals in each of these documents must be consistent and aligned with the guiding mission and purposes of the School.
- (b) The information required in the Annual Report pursuant to §1008.31, F.S. and §1008.345, F.S. The School is subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the School's performance projections identified in the Charter. The School shall identify reasons for any difference between projected and actual student performance. The School agrees to use data provided through participation with the Sponsor in electronic processing systems pertaining to admissions, registration, and student records.
- (c) The independent auditor's report on the annual financial audit of the School, as set forth in Part 4 (9) below, including all required auditor reports, the audited financial statements, including all required financial statement disclosures, and any additional supplementary information required by the Governmental Accounting Standards Board ("GASB"). The report shall also include the financial records of the School, including but not limited to its revenue and expenditures, at a level of detail that allows for an analysis of the School's ability to meet financial obligations and timely repay debt.

- (d) A list of the instructional staff and their credentials, specifying the proportion of instructional staff who hold professional or temporary certificates, the proportion of instructional staff teaching in-field or out-of-field, the courses each staff member taught the previous year and will teach the subsequent year, and each staff member's "highly qualified" status. The report shall include descriptive information about all personnel within the School, including salary and benefit levels of employees.
- (e) Documentation of the facilities the School currently uses or plans to use for instructional, administrative, or investment purposes.
- (f) Professional development programs provided to staff including those required to help meet "highly qualified" status under *No Child Left Behind*.

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

- (a) The School agrees to submit a monthly report of all discipline incidents that have been recorded as School Environmental Safety Incident Reporting (hereinafter referred to as "SESIR") incidents to the Sponsor. The report will include the date, time and place of the incident, a description of the incident, and the SESIR code used inclusive of related items.

**1.18 Record Keeping:** The School will ensure that all student records are kept confidential as required by applicable state and federal law, including the Family Educational Rights and Privacy Act (hereinafter referred to as "FERPA"). The School shall maintain all student data reporting elements in the Sponsor's Student Information System in accordance with the Sponsor's procedures and protocols. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1044, Florida Administrative Code.

- (a) **Access to Records:** The School shall maintain both active and archival records for current/former students in accordance with §1002.22, F.S., and all other applicable laws and the Sponsor, utilizing the Sponsor's established student data system recording procedures. The School shall provide copies of such records to parents and the Sponsor as requested. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the School.
- (b) **Directory Information:** The School shall notify parents annually of its plan regarding the release of Directory Information, including release of information to the U S Military.
- (c) **Records of Departing Students:** All Permanent records of students leaving the School, whether by graduation, or to transfer to a Charlotte County Public School, will be transferred to the receiving school. Students withdrawing to attend another school, outside the county, will have their permanent records

copied and then the copies will be transferred to the receiving school, and/or the Sponsor in accordance with Florida Statutes. The School will be expected to record such transfers, utilizing the Sponsor's established data system. The School shall retain copies of the departing student's records treated during the student's attendance at the School for a period of three (3) years. Records of student progress will be transferred to the appropriate school if a student withdraws to return to a Charlotte County Public School or to another school district.

The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including Individual Education Programs (hereinafter "IEPs" or "IEP"), of students choosing to attend the School. All cumulative folders and permanent records of students leaving the School to attend a school outside of the Charlotte County Public School District will be copied and forwarded to the receiving school. The original cumulative folder and permanent record will be filed with the School's inactive student records and transferred to the sponsor in accordance with Florida Statutes.

- (d) Exceptional Student Education Records: The student records for exceptional student education eligibility, staffing, and IEP (including re-evaluation) reviews shall be kept current. The Sponsor agrees to cooperate with the School to provide cumulative folders, teacher resource folders and permanent records, including IEPs. The original special education records shall be sent to Central Files. Student records for students receiving services under Section 504 of the Rehabilitation Act of 1973 shall be kept current.
- (e) Personnel Records: The School shall keep true and complete copies of the personnel files for all persons employed by the School at a readily accessible location, which shall be open to public inspection as provided by law. The School shall also maintain all personnel data in the Human Resource application maintained by the Sponsor.
- (f) Access to Technology: The School site administrator may request login access to the required applications maintained by the Sponsor for School staff whose names appear in the Sponsor's Human Resource System and who have successfully completed the training necessary for use of the application for which they are requesting access. School staff that is granted login access to the applications maintained by the Sponsor shall abide by all Sponsor technology usage agreements or risk having their access revoked.

**1.19 Contract with Outside Entity:** In the event that the School contracts with any person or entity other than the Sponsor during the term of the Charter, the School will require such person or entity to comply with applicable Florida law, such as submitting to appropriate background checks. Notwithstanding the foregoing, the School shall not contract with any educational management company or similar organization to directly provide a substantial volume of educational services to the students in the School without prior approval of the Sponsor, which approval shall not be unreasonably withheld.

**1.20 Sharing Board of Directors:** In the event that the School is operated by a



Board of Directors which simultaneously operates another charter school affiliated with the Sponsor, the School shall be accounted for as a separate entity from any other charter school. The School shall submit its applications, Full Time Equivalent (hereinafter referred to as "FTE") report and other financial reports, non-profit status reports, and any other filing required by this Charter, as a distinct entity, separate and apart from that of any other charter school.

**1.21 Class Size Amendment:** The School shall comply with Section 1 of Article IX of the Florida Constitution that was amended in November 2002 to provide that, by the beginning of the 2010-2011 school year, the maximum number of students in core curricula courses assigned to a teacher in grades 9-12 shall be twenty-five ("25"). Core curricula courses for class size reduction are those belonging to the following areas: mathematics, language arts/reading, science, social studies, foreign language, English Language Learners (hereinafter referred to as "ELL"), Exceptional Student Education (hereinafter referred to as "ESE"), and courses taught in traditional, self-contained school classrooms. Specific legal descriptions of these courses may be found in §1003.01(14), F.S.

The School will be in full compliance with the amendment's provisions, and any statute or rules implementing the amendment, beginning in School Year 2009-2010.

## **PART 2: ACADEMIC ACCOUNTABILITY**

**2.1 Implementation:** The School agrees to implement its educational and non-educational programs as specified in its approved application. The School shall meet the following objectives as required by §1002.33, F.S.:

1. Improve student learning.
2. Increase learning opportunities for all students with a special emphasis on low-performing students.
3. Encourage the use of innovative learning methods.
4. Require the measurement of learning outcomes.

The School's curriculum shall be modified as needed to meet the educational needs of the students and to comply with educational goals and standards established by the FLDOE.

The High School will provide instruction each year for at least the number of days required by law for public schools. Students taking dual enrollment courses at the college will follow the college calendar.

The School and the Sponsor shall meet, not less than annually, to discuss modifications to the School curriculum.

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

**2.3 Assessment Programs:** The students attending the School shall participate in all statewide assessments required by the FLDOE. The School agrees to comply with the state-and district-defined procedures for administering and handling state and district

testing. The School agrees that its students will be assessed with the timeframe required by the FLDOE.

**2.3.1 Baseline Achievement Data:** The collection of baseline achievement data will begin with the development of each student's Independent Learning Contract (hereinafter referred to as "ILC"). In developing each ILC, guidance counselors will use individual course grades, grade point averages, norm-referenced tests, and personal interviews. This information will be used by the School to monitor progress and determine intervention/support strategies as necessary. This continuous tracking of assessment results will be combined with anecdotal classroom observations by teachers and staff to provide a composite of the student's progress. A comprehensive graduation plan will assist in benchmarking progress toward high school graduation and associate degree requirements.

**2.3.2 Assessments and Performance Indicators:** In addition to required state testing, the School will offer or make information available about other locally and nationally used tests that assess students' performance and college readiness.

**2.3.3 Evaluation of Student Progress in Classes:** Classroom teachers will use formative and summative evaluations to monitor students' academic progress. At faculty meetings, administrators, counselors, and teachers will discuss classroom activities and individual student performance patterns. When a student is not performing up to expectations, parents shall be informed and interventions shall be planned.

**2.3.4 Use of Assessment Results:** Use of assessment results to enhance both student and School success will be an ongoing process. Each student will receive an individualized advising session at least once each quarter to address his or her educational progress. In addition to the use of assessment results to improve individual student success, aggregate student performance data will be tracked by grade level and subject area. Trends and patterns may indicate the need for modification in curriculum and/or teaching-learning strategies. Assessments that grow out of classroom work will also provide on-going feedback concerning progress toward achieving academic proficiency.

**2.3.5 Student Progress Reports:** Students and parents may view current grades and grades posted to the transcript through the Sponsor's data base system. Student progress will be communicated to parents at regular intervals: interim time, quarter end, and semester end. Copies of standardized test results will be mailed to parents, along with a guide to interpreting the results.

**2.3.6 School Accountability Results:** School accountability results will be communicated to parents, students, the Sponsor, the Board of Trustees of Florida Southwestern State College, and the community through press releases, the School webpage, newsletters, parent meetings, and open houses.

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

**2.4.1 Annual Progress Reports:** The School shall make annual progress reports and such other reports as may be required by law to the Sponsor. The reports shall contain a compilation of assessment results and School accountability results, including comparisons with data from other schools. Additionally, the Sponsor may request any other statistical data.

**2.4.2 "D" Grade:** If the School receives a "D" school grade, the Principal shall appear before the Sponsor to present information concerning each noted deficiency.

**2.4.3 "D" Grade for Two Consecutive Years or "F" Grade:** If the School receives a school grade of "D" for two consecutive years or an "F," the School shall submit to the Sponsor a school improvement plan designed to raise student achievement.

**2.4.4 School's Failure to Improve:** If the School fails to improve its student performance for the first year of implementation of the school improvement plan, Sponsor shall place the School on probation.

**2.5 Reading Program:** The School has the option of participating in the Sponsor's K-12 Comprehensive Research-Based Reading Plan. The School may propose modifications to the Sponsor at any time, or develop one of its own subject to the Sponsor's approval. The School is expected to implement a reading curriculum that is consistent with effective teaching strategies that are grounded in scientifically based reading research as stated in §1002.33(6)(a)(4) and (7)(a)(2), F.S. The School will ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level.

**2.5.1** Any High School Student who is identified as below proficient in reading will receive research-based intensive instruction by a highly qualified teacher with, or working toward appropriate certification or add-on certification endorsement.

**2.5.2** The school may provide reading interventions to fluent below proficient students in content area classes with an instructor qualified to provide content area reading strategies. Professional assistance will be provided to students through the College's Academic Success Center, by faculty holding reading certifications, and consultants contracted through the Sponsor or other qualified educational providers. The monitoring plan for reading will be discussed with, and signed by, the parent or guardian.

**2.5.3** The school must progress monitor below proficient students to ensure proficiency targets are met.

**2.6 Secondary Charter Schools:** The School shall comply with the method for determining that a student has satisfied the requirements for graduation pursuant to §1003.43, F.S. By deadlines established by the Sponsor, the School will provide information to the Sponsor to ensure that students have met all requirements prior to receiving a diploma. The School shall ensure that its high school students meet either (1) the minimum 24 credit high school graduation requirement, or (2) the requirements for choosing the 18 credit high school graduation option. The School shall provide a minimum of 135 hours of instruction per credit to its 9<sup>th</sup> and 10<sup>th</sup> grade high school

students. Students participating in dual enrollment classes will receive hours of instruction based on college level requirements in compliance with §1007.271, F.S. Course content and numbers shall be consistent with the State Course Code Directory. The School shall meet the requirements for Southern Association of Colleges and Schools (SACS) accreditation.

## **2.7 Educational Program**

**2.7.1** The School's core curriculum is planned in accordance with the requirements of the Florida Standards stipulated by the Florida Department of Education and in compliance with §1002.33(6)(a)(2); §1002.33(6)(a)(4); §1002.33(7)(a)(2); and §1002.33(7)(a)(4), F.S.

The course of study at the School is designed to allow all students to meet the requirements for a high school diploma as well as an associate degree. The curriculum of all high school courses will be based upon the appropriate State Board approved Florida Standards and course descriptions. In addition, the School will follow the State Course Code Directory, with a focus on honors level and dual credit courses in English/language arts, social studies, science (with appropriate laboratory components), and mathematics. Additional courses in fine/performing arts, humanities, foreign language, physical education and other graduation requirements will be provided by the School, or through a virtual provider. The School will provide instruction of appropriate rigor to prepare students for college entry examination requirements, proficiency on state assessments, and completion of graduation requirements. Students who meet College admissions standards will participate in dual enrollment college level courses.

The curriculum will be distinguished by initiatives that are part of the School's innovative mission and provide students with an additional perspective on general education, critical thinking, current world issues, the interdisciplinary nature of subjects, and connections to careers and education beyond high school. Participation is designed not only to add knowledge, but also to strengthen the student's ability to participate in problem-solving, critical thinking, and project-based learning. The pinnacle of the senior year is the completion of a capstone project during the final semester.

The School Curriculum Plan (Sample) is presented in Appendix II.

**2.7.2** Monitoring Student Progress: Student ILCs will reflect course placement and progression, from the 9th to the 12th grade. The School representatives will continually monitor students' high school and college transcripts.

The School will collaborate with CCPS or a qualified reading consultant for attaining professional development in reading for the school's administration and teachers, as necessary. In addition, school leaders will complete professional development on classroom observation instructional coaching, and attend district level professional development meetings.

**2.7.3** The School will implement the CCPS Student Progression Plan for promotion, retention and graduation.

**2.7.4** The School shall ensure that its curriculum exposes students to the Sponsor's curriculum frameworks to assist students who transfer into and out of



the School.

**2.7.5** The School will submit a Student Success Plan designed to achieve the state education priorities pursuant to §1000.03(5), F.S., each year in the same time frame as other district schools.

## **2.8 Professional Development Program**

**2.8.1** A professional development program will be designed by the School to ensure statutory compliance and reporting as required in F.S. 1012.98, 1012.34, State Board of Education (SBE) Rules 6A-5.071, 6A-5.065, 6A-5.081, 6A-5.030, and the Florida Professional Development Protocol incorporated in SBE Rule 6A-5.071. All policies and procedures will be reviewed and revised as necessary to include specific references to the School. The teachers and staff will collaborate with CCPS as necessary for specific professional development including sessions focusing on reading programs, ESE, and ELL instruction. The teachers' Individual Professional Development Plan (hereinafter referred to as "IPDP") will be based upon assessment of student learning, needs, which includes reading as an essential area for professional development.

**2.8.2** School will collaborate with CCPS or a qualified reading consultant for attaining professional development in reading for the school's administration and teachers, as necessary. In addition, school leaders will complete professional development on classroom observation instructional coaching, and attend district level professional development meetings.

**2.8.3** Many School faculty are involved in cross-discipline professional learning communities, including faculty teaching dual enrollment courses. All School faculty will be eligible to participate in professional development at the School and, as public school teachers, may access in-service activities of CCPS.

**2.9 Curricular Program for Retained Students:** The School shall provide an intensive program to students who have not earned sufficient credits to progress to the next grade level. The School will implement activities which may include, but may not be limited to, differentiated instruction, tutoring and mentoring, more frequent progress monitoring, small-group instruction and smaller classes.

**2.10 Advanced Placement Programs:** The School shall not provide Advanced Placement ("AP") classes without the written consent of the Sponsor.

## **PART 3: STUDENTS**

**3.1 Eligible Students.** Any student residing in the Charlotte County School District or any student who is covered by an inter-district agreement or is subject to an approved inter-district reassignment is eligible to apply for admission to the School.

**3.1.1 Grades Served.** The School shall serve grades 9 through 12. Juniors and seniors must qualify for and participate in dual enrollment at Florida Southwestern State College.

**3.1.2 Annual Projected Enrollment.** The initial agreement called for an enrollment of 100 students per grade with a maximum enrollment of 400. 1002.331, Florida Statute, allows high-performing schools to increase their enrollments upon notification of the Sponsor. If awarded high-performing status, the School may choose to exercise its right to increase enrollment. The School must notify the Sponsor by March 1 if it intends to exercise that right for the following year.

**3.1.3 Enrollment Preference.** Preference may be given to siblings of students enrolled in the School, children of the staff of the School and the staff of the School, or children of members of the School's governing board.

**3.1.4 Lottery Admissions Process.** The School agrees to enroll an eligible student by accepting a timely application. If the number of applications exceeds the capacity of a grade level, all applicants shall have an equal chance of being admitted through a random selection process.

**3.1.5 Transfers.** Student transfers between the Sponsor and the School shall be permitted only during the first ten (10) days of Sponsor's semesters, unless the Sponsor and the School mutually agree otherwise in writing on a case-by-case basis. School will notify sponsor via Assistant Superintendent for School Support of any student transferring back to Charlotte County Public Schools or being withdrawn from the School.

**3.2 Non-Discrimination:** The School shall adopt and implement a non-discriminatory policy regarding the identification, assessment, and placement of students with disabilities who are served in ESE programs and students who are served in ELL programs. The School shall not violate the anti-discrimination provisions of §1000.05, F.S. Florida Southwestern State College is committed to providing an educational and working environment free from discrimination and harassment. All programs, activities, employment and facilities of Florida Southwestern State College are available to all on a non-discriminatory basis, without regard to race, sex, age, color, religion, national origin, ethnicity, disability, sexual orientation, marital status, genetic information or veteran's status. The College is an equal access/equal opportunity institution. Questions pertaining to educational equity, equal access, or equal opportunity should be addressed to College Equity Officer, 8099 College Parkway, Fort Myers, FL 33919, (239) 489-9293.

**3.3 Exceptional Student Education:** Students with Disabilities shall be provided with programs implemented in accordance with federal laws and state laws, local policies and procedures, including but not limited to the Individuals with Disabilities Education Act of 1997, Section 504 of the Rehabilitation Act of 1973, §1005.05, F.S. and §1001.42, F.S., Chapter 6A-6 of the Florida Administrative Code, Sponsor's policies relating to "Least Restrictive Environment," "Non-Discrimination on Basis of Disability," and sections of Sponsor's Student Progress Plan and Code of Student Conduct document dealing with students with disabilities. The School shall follow the Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students document. In the event there is a due process hearing, the School shall bear the costs of the hearing, including legal representation.

The School must fund all educational and related services provided to students pursuant to the IEP and will earn funding in accordance with §1002.33, F.S., and other applicable laws. The School will be guided by the Sponsor's screening and referral process, as outlined in the Sponsor's Special Programs and Procedures document. Parents of students with disabilities will be afforded procedural safeguards in their native language, which include matters of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

**3.3.1 Sponsor as Local Educational Agency (LEA).** The Sponsor, as LEA, is responsible for eligibility determination for ESE programs. The Sponsor will be the LEA at each IEP review/development meeting. These meetings shall be coordinated among the Sponsor's LEA designee or ESE representative, School personnel, the student's parents, or guardians, and the student, when appropriate.

**3.3.2 Individualized Educational Program (IEP).** The School and the Sponsor will review the IEP of each student with disabilities enrolled in the School. An IEP meeting will be held to determine if the IEP can be implemented at the School. If the IEP team determines that the IEP of a student with disabilities cannot be implemented at the School, and that another placement is needed, the School shall not be obligated to serve that student. If, after enrollment, the IEP as written is implemented and the student is not making adequate progress according to the data collected, the team will reconvene to determine if a different placement will meet the student's needs.

**3.3.3 Related Services.** The School must provide related services documented on IEPs – i.e. speech/language services - through a contract process.

**3.3.4 Consultative Services.** A certified ESE teacher must maintain written documentation of consultative services for any student whose IEP indicates consultative services.

**3.4 English Language Learners (ELL):** Students at the School who are of limited proficiency in English will be served by the ELL program. The School shall meet the requirements of the LULAC, et al. vs State Board of Education Consent Decree. The School shall require parents to complete a home language survey. If the survey indicates the dominance of a language other than English, the School shall administer the ELL Language Assessment Battery. The School agrees that at least one staff member shall be trained by the Sponsor to manage the requirements of ELL. An individual ELL plan must be developed for each student identified as limited English proficient. Development of the ELL plan must be a joint effort between the Sponsor and the School. This process shall be in compliance with District, state, and federal guidelines. With the exception of an IEP, an ELL plan shall supersede any other educational plan developed by the School. All educational services provided to a student pursuant to an ELL plan must be funded by the School.

**3.5 Reporting of Students** Former 5.2, 5.2.1, and 5.2.2

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

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, in conjunction with School staff, which provides the School with limited access to the Sponsor's data processing facility.

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

**3.5.2 Automated Data System:** The Sponsor shall use its existing automated reporting system to collect data required for various reports required by the FLDOE. The School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with a Windows-compatible system. The School shall provide appropriate equipment for data entry. The Sponsor shall provide training on the automated system and data entry screens. The School shall employ trained personnel to enter and manage data for the School. The School shall review and have access to all state reported data prior to and after the data submission deadlines.

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

**3.7 Student Services:** The School will offer a full range of student services.

**3.7.1 Education Plan.** The School shall ensure that each student will complete a four-year education plan and shall have ongoing access to academic and career planning and personal counseling.

**3.7.2 Student Club and Organizations.** The School shall follow the District Policy 5730 regarding the creation, structure of, and access to student clubs and organizations.

**3.7.3 Internet Safety and Use.** The School will install a CIPA-compliant web filtering system on computers throughout the School. This web filtering system will be used to filter web sites accessible via the wired and



wireless connections at the School . All students will sign the Student Internet Access Agreement.

**3.7.4 Teen Parents.** The School shall permit access to the Sponsor's teen parenting classes to any teen parent or pregnant School student. The school will be given equal access to sponsors program and services and will comply with Title IX requirements.

**3.8 Student Nutrition:** The School shall make healthy lunch options available to students.

**3.8.1 Meal Service.** The School shall schedule meal opportunities for all students using a third party vendor of its choice. Students identified under section 3.8.2 of this contract to be eligible to participate in the National School Lunch Programs at a free or reduced rate shall be provided meals free of charge or at a reduced rate, as applicable.

**3.8.2 Free and Reduced Meal Applications.** The School shall distribute Free and Reduced Price meal application forms to students. The School will work collaboratively with the Sponsor to certify student eligibility for such programs using required federal rules and procedures. These records may be used to certify eligibility for participation in other state/federally-funded programs (i.e. Title I). All records must be accurately completed and maintained for review by state/federal auditors.

**3.9 Discipline:** The School agrees to maintain a safe learning environment at all times.

**3.9.1 Code of Conduct.** The School shall follow the Sponsor's *The Code of Student Conduct*.

**3.9.2 Sponsor's Change of Placement Procedures.** The School shall follow the Sponsor's change of placement for recommendation for expulsion procedures as described in the Sponsors "Information Manual for Student Offenses" for any student the School proposes a change of placement for serious or repetitive infractions of the student "Code of Student Conduct."

**3.9.3 Expulsion Hearings.** Expulsion hearings shall be conducted by the Sponsor's Hearing Officer. Expulsion from the Charlotte County Public School system shall remain the decision of the School Board of Charlotte County.

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

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

**4.1 Proof of Start-Up Funding:** No later than July 1 of the initial year, the School agrees to provide to the Sponsor proof of sufficient funds for start-up costs to assure prompt payment of operational expenses associated with the opening of the School, including, but not limited to, the amount of teacher and other staff salaries and benefits, from the beginning of the school year through mid-September.

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

- (a) Federal Funding: For any program or service provided by the Sponsor which is funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that the federal law or regulation does not prohibit this transfer of funds.
- (b) Capital Outlay Funding: The School will submit a Capital Outlay plan to the Sponsor for approval before any capital outlay funds are released. This plan must be submitted by the date established by the FLDOE each year that the School is eligible for capital outlay funds.
- (c) Categorical Funding: If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total FEFP funds available, which encompass transportation funds. By August 15 of each year, the School shall provide the Sponsor with documentation showing that categorical funds received by the School were expended for the purposes designated by the Florida Legislature. By October 1 of each year, the School shall provide the Sponsor with a Sponsor-approved spending plan for all categorical funds. The School shall reimburse the Sponsor for any impermissible expenditure. The School shall be permitted to respond to any audit findings regarding impermissible expenditures by the School.
- (d) Class Size Reduction Funds: The School will receive an allocation, which is an operating categorical that is based on the WFTE. If the School is not in compliance with the constitutional maximums, it may use the funds to defray expenses necessary to reduce class size in any lawful manner. Any lawful manner may include the following:
  - The School owns its own building, is building to own, or is purchasing facilities, expenditures for such mortgage payments, remodeling or construction as are necessary to expand its facilities to allow it to meet the class size reduction requirements.

If the School achieves, and then maintains, the maximum allowable class sizes prior to the 2010 deadline, the funds may be used for any lawful operational expenses, with priority given to utilization of the funds to

increase teacher salaries.

Until school-level compliance is achieved, this School will develop an individualized Class Size Reduction Plan (Accountability Plan) for use of the class size reduction funds and to measure progress toward achieving compliance. The School will be expected to develop its plans in conjunction with the Sponsor and work closely with the Sponsor's finance officers and MIS directors.

Unless otherwise provided or determined by law, regulation, order or Florida Department of Education mandate, the School shall have no claim whatsoever to any funding from Sponsor's discretionary capital improvement millage or any voter approved bond issues or levies.

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

- (a) Proportionately, the amount for the months of July through November will be based on the enrolled FTE as of July 1. If the School notifies the Sponsor prior to August 31 that enrolled FTE has increased by at least 10 percent (10%), the Sponsor shall adjust the September through November payments to reflect the increased enrollment.
- (b) The monthly payment beginning in December through March will be based on the School's October FTE count, doubled to reflect the full years FTE and annualized to reflect the actual October FTE count.
- (c) The monthly payment beginning in April through June will be based on the School's February FTE count annualized to reflect the actual February FTE count.
- (d) Should over or under payment occur, adjustment shall be made to the next monthly payment following the discovery of the over or under payment.

**4.4 First Distribution:** The first distribution of FEFP funds to the School each fiscal year shall be contingent on the following:

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

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

**4.6 Services/Administrative Fees:** Pursuant to §1002.33(20)(a), F.S., the Sponsor shall retain an administrative fee of five percent (5%) of the available funds, as defined in §1002.33(17)(b), F.S., for the administration of the Charter. The

Sponsor shall provide administrative and educational services to the School, including contract management services; full-time equivalent and data reporting services; exceptional student education administrative services; services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the Sponsor at the request of the School; test administration services, including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the district in which the School is located. Student performance data for each student in the School, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district.

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

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

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

**4.8     . Annual Budget:** The School shall provide the Sponsor with the annual budget adopted by the Governing Board.

**4.8.1     Governing Board Approval Required:** Pursuant to §1002.33(9)(h), F.S., the School's Governing Board shall annually adopt and maintain an operating budget.

**4.8.2     Date to Submit to Sponsor:** During each year of this Charter, the tentative budget for the next ensuing year must be submitted



to the School's Governing Board on or before July 1. The official approved budget is to be submitted to the Sponsor by the start of the new fiscal year.

**4.8.3 Amended Budget:** In the event that the School's Governing Board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor with thirty (30) working days of its approval by the School's Governing Board.

#### **4.9 Annual Audit:**

- (a) **Performance:** At the School's expense, the School shall have an annual financial and compliance audit completed and delivered to the Sponsor within three (3) months following the end of its fiscal year. The audit is to be performed in accordance with generally accepted auditing standards, and applicable standards contained in *Government Auditing Standards* (the "Yellow Book") issued by the Comptroller General of the United States, and Office of Management and Budget circular A-133, by a qualified independent certified public accountant, with experience in governmental accounting, retained by and paid for from funds of the School. Such audits shall be performed by either (1) the Auditor General or (2) a Certified Public Accountant certified in the State of Florida, who has obtained sufficient continuing professional education (hereinafter referred to as "CPE") hours in governmental accounting and auditing required under Florida Statutes to perform an audit in accordance with the Yellow Book.
- (b) **Report:** The auditor's report shall be submitted to the Sponsor at the same time as the audited financial statements, and shall include the following:
  - 1. The auditor's report on the financial statements, including required financial statement disclosures;
  - 2. The auditor's report on compliance with laws and regulations;
  - 3. The auditor's report on internal controls; and
  - 4. A Management letter indicating any improper or inadequate accounting procedures, and the auditor's recommendation(s) for improving the School's financial management, accounting procedures and internal controls.

Charter schools must comply with all provisions related to the submission of its audit report to the Auditor General, including the response/rebuttal and corrective actions and as otherwise provided by law.

- (c) **State of Financial Emergency:** Financial audits that reveal a state of financial emergency, as defined in §218.503, F.S., and are conducted by a certified public accountant or auditor in accordance with §218.39, F.S., shall be provided to the governing body of the School within seven (7) working days after finding that a state of financial emergency exists. If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a detailed financial

recovery plan with the Sponsor within 30 days after receipt of the audit. The School shall comply with the requirements of §218.501, F.S., regarding fiscal responsibility. The internal auditor shall report such findings, in the form of an exit interview, to the principal/director of the School and the Chair of the Governing Board within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to §1002.33(7)(a)(10), F.S., the 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. The School shall file a detailed financial recovery plan with the Sponsor if the School is in a state of financial emergency.

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

- (a) All required student entry and withdrawal documentation;
- (b) All required attendance documentation;
- (c) All teacher certificates; and
- (d) All eligibility documentation for students reported for ESE and ELL funding, including all documentation required to establish levels of funding.

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

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

- (a) Monthly Financial Report: The School shall provide monthly financial statements to the Sponsor, which shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance, no later than one (1) month after the end of the quarter. The quarterly financial report shall be presented along the function/object dimensions

- prescribed in the Red Book.
- (b) Other Financial Reports: The School shall annually provide the Sponsor with an itemized list of real and personal property purchased with School Public Funds to include item description, vendor, purchase price, purchase date and useful life. Items capitalized and recorded as an asset (cost \$5,000.00 or more) shall correlate to the amounts in the audited financial statements.
  - (c) Other Reports: The parties agree that the Sponsor may request at any time, and the School shall promptly provide, records and reports on the School's operations, fiscal management, and student performance. Such reports may be in addition to those required elsewhere in this Charter.
  - (d) Annual Financial Report and Program Cost Report Information: The School shall provide its annual financial report and program cost report information in state-required formats for inclusion in district reporting, in compliance with §1011.60(1), F.S.

**4.13** Fiscal Year: The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

## **PART 5: FACILITIES**

**5.1** Location: The School will be located on the Charlotte campus of Florida Southwestern State College at 26300 Airport Road, Punta Gorda, Florida.

**5.1.2** Change of Location: Any change in location must be made through an amendment to this Charter.

**5.1.3** Operation and Maintenance: The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Charter.

**5.1.4** Certification: The School shall show proof of appropriate facility certification, including all certificates that are required by local building codes.

## **5.2 Transportation**

**5.2.1** Compliance: The School agrees to provide transportation for the School's students consistent with the requirements of §1012.45 and §1006(Part 1E), F.S., and state and federal rules and regulations. The School further agrees to ensure that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the School as determined in the School's transportation plan.

**5.2.2** Contract Agreement: Transportation of charter school students shall be provided by the School consistent with the requirements of subpart 1.E. of chapter 1006 and §1012.45, F.S. The governing body of the School may provide transportation through an agreement or contract with the district School Board, a private provider, or parents.

**5.2.3 Reasonable Distance:** For purposes of this Charter, the term 'reasonable distance' shall be defined as residing in the area located between two (2) and four (4) miles of the School. Students who reside within a reasonable distance from the School have the right to free transportation. The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within reasonable distance of the School.

**5.2.4 Contracting with Sponsor:** The School may contract with the Sponsor to provide transportation for students to and from School.

**5.2.5 Leasing of Buses:** Notwithstanding the provisions of the previous paragraph, the Sponsor may allow the School to lease one or more buses for a monthly fee and mileage rate at the Sponsor's cost and as mutually agreed between the parties. The School shall retain applicable state and local transportation funds for students transported by the School pursuant to such lease.

**5.2.6 Authorization to Transport:** The School shall not transport students to and from school except as specifically authorized herein.

### **5.3 Contractors and Vendors**

Any vendor, individual, or entity under contract with the School who receives remuneration for services performed for the School, and who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of funds, shall comply with the criminal background requirements of §1012.467 and §1012.468, F.S..

### **5.4 Child Abuse, Abandonment, and Neglect Policy:**

Consistent with §1006.061, F.S., the School will post requirements to report abuse to the Department of Children and Families (hereinafter referred to as "DCF") and toll-free number of the central abuse hotline.

### **5.5 Instructional Materials:**

All necessary and appropriate Instructional Materials, including but not limited to, textbooks, maps, calculators, and other software shall be provided by the School at the School's sole expense.

## **PART 6: INDEMNIFICATION AND INSURANCE**

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

- (a) The negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of the Charter,
- (b) The School's material breach of the Charter or law;

- (c) Any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
- (d) The failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that applies to the operation of the School or the providing of educational services set forth in the Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;
- (e) Professional errors or omissions, or claims of errors or omissions by the School's employees, agents, or governing body; and
- (f) Any and all liability, including, but not limited to, financial responsibility for payment of principal and interest.

**6.1.2 Duty to Indemnify:** The duty to indemnify for professional liability as insured by the School Leader's Errors and Omissions Policy described in this Part will continue in full force and effect notwithstanding the expiration or early termination of the Charter with respect to any claims based on facts or conditions which occurred prior to the termination of the Charter.

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

**6.1.4 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.

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

- (a) The negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of the Charter,
- (b) The Sponsor's material breach of the Charter or law;
- (c) The failure by the Sponsor to pay its suppliers or any subcontractors.

**6.3 Sovereign Immunity:** Notwithstanding anything herein to the contrary, neither party waives its sovereign immunity. Any obligation of one party to indemnify, defend or hold harmless the other party as stated in this Part shall extend only to the limits, if any, permitted by Florida law, and, in addition, shall be strictly subject



to the monetary limitations established by §768.28, F.S.

**6.3.1 Financial Arrangements:** Any loans, bonds, or other financial arrangements are not obligations of the state or the Sponsor but any obligations of the School and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or Sponsor shall not be pledged and no debts shall be payable out of any moneys except those of the legal entity in possession of a valid charter approved by the Sponsor.

**6.4 Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third party claim") and shall give each other a reasonable opportunity to defend the same 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.

## **6.5 Insurance**

**6.5.1 No Waiver of Sovereign Immunity:** Nothing in this Charter shall be construed as a waiver of any right or defense that the School may have under §768.28, F.S., and the School reserves all rights as against any and all claims that may be brought under this Charter.

**6.5.2 Insurance:** The Sponsor recognizes the School's participation in a risk-sharing pool formed by the Florida Community Colleges' District Board of Trustees under a mutual aid agreement. The consortium, Florida Community Colleges Risk Management Program or Florida Community College Risk Management Consortium (hereinafter referred to as "FCCRMC"), is a risk-sharing pool for self-insurance coverage provided to the School as outlined in this section. The School will notify the Sponsor as to the continued viability of the consortium by providing the Sponsor with a copy of the consortium's annual audit to verify the financial strength of the self-insurance program. Compliance with the insurance or self-insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, employees, or agents to the Sponsor or others. Any remedy provided to the Sponsor of School or their members, officers, employees, or agents by the insurance shall be in addition to, and not in lieu of, any other remedy available under this Charter or otherwise. The School shall require its contractors and its subcontractors to maintain all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for contractors or subcontractors. 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 or self-insurance as required by this Charter.

**6.5.3** Evidence of Insurance: The School shall provide evidence of the insurance and self-insurance programs as required by this Charter in the following manner.

- (a) As evidence of compliance with the insurance signed by an authorized representative of the insurer(s) providing the coverage no later than fifteen(15) calendar days before the initial opening day of classes.
- (b) The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) 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.
- (d) With respect to the School's participation in the FCCRMC, School will annually provide to the Sponsor a certificate of insurance verifying the self-insurance coverages provided by the program and the consortium limits.

## **6.6** Minimum Insurance Requirements

Within the FCCRMC program in which commercial insurance is purchased, insurers providing the insurance required by this Charter must meet the following minimum requirements:

- 6.6.1** Authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or
- 6.6.2** Be an eligible surplus line 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
- 6.6.3** If during any period when an insurer is providing insurance as required by this Charter, an insurer shall fail 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 immediately replace the insurance with an insurer meeting the requirements.
- 6.6.4** Without limiting any of the other obligations or liability 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 Charter. Except as otherwise specified in this Charter, all coverages shall commence prior to the commencement of the opening of the School, and shall be maintained in force, without interruption, until this Charter is terminated.

## **6.7** General Liability Insurance

- 6.7.1** Through participation in the Florida Community Colleges Risk Management Consortium, the School's self-insurance shall cover the School for those sources of liability subject to §768.28, F.S..

- 6.7.2 Minimum Limits:** The minimum limits to be maintained by the School for the School (inclusive of any amounts provided by an umbrella or excess policy) shall be pursuant to §768.28, F.S., or \$100,000 dollars per person and \$200,000 dollars per occurrence.

**6.8 Automobile Liability Insurance**

- 6.8.1** The automobile Liability Insurance provided by the School for the School shall conform to the following requirements: Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter. Through participation in The Florida Community Colleges Risk Management Consortium, the minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be pursuant to §768.28, F.S., or \$100,000 dollars per person and \$200,000 dollars per occurrence. Leased vehicles minimum limits maintained by School will be \$100,000/\$300,000/\$50,000 pursuant to §324.021(9)(b), F.S.

**6.9 Workers' Compensation/Employers' Liability**

The Workers' Compensation Liability Insurance provided by the School shall conform to the following requirements:

- 6.9.1 Coverage:** Through participation in the Florida Community Colleges Risk Management Consortium, the School's insurance shall cover the School for those sources of liability that would be covered by the latest edition of the Standard Worker's Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.
- 6.9.2 Minimum Limits:** Subject to restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be \$500,000 dollars Bodily Injury by Accident Each Accident, \$500,000 dollars Bodily Injury by Disease Each Employee, \$500,000 dollars Bodily Injury by Disease Policy Limit.
- 6.9.3 Volunteer:** Workers' Compensation coverage will be provided for volunteers by the School through the FCCRMC as required by statute. Volunteers are defined as individuals who provide volunteer services to the School at a level of ten (10) hours or more per week within the School year.

**6.10 School Leader's Errors and Omissions Insurance**

School shall provide, subject to reasonable commercial availability, the School Leader's Errors & Omissions Liability Insurance conforming to the following requirements:

- 6.10.1 Form of Coverage:** Through participation in The Florida Community

Colleges risk Management Consortium, School Leader's Errors and Omissions Liability Insurance, which shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by the School Leaders Errors & Omissions Insurance such as School Leader's Errors & Omissions Insurance Policies offered by the National Union Fire Insurance Co. of Pennsylvania, arising out of any wrongful act in the performance of duties, employment practices violation, or any actual or alleged breach of duty, neglect error or omission in conjunction with this Charter.

**6.10.2** Coverage Limits: The insurance shall be subject to a maximum deductible not to exceed fifty thousand dollars (\$50,000) per claim.

**6.10.3** Occurrence/Claims: If on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of the Charter.

**6.10.4** Although the FCCRMC program has higher limits, the minimum limits to be maintained by the School for the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 dollars per claim, \$2,000,000 dollars annual aggregate. The School will notify the Sponsor when fifty percent (50%) of the aggregate limit has been exhausted by either a claims payment, expense payment or the setting of a reserve.

**6.10.5** If the School Leader's Errors & Omissions Liability Insurance required hereby is not reasonable commercially available, the School shall provide Officers, Directors and Employees Errors & Omissions Liability Insurance in lieu thereof with the same minimum limits of coverage as set forth above. If this insurance is on a claim-made basis, the School shall maintain, without interruption, the insurance until three (3) years after termination of this Charter.

**6.10.6** The policy will not exclude claims alleging humiliation, mental anguish, sexual abuse, or sexual misconduct; however coverage will be subject to the terms and limits of the School Leaders Errors & Omissions policy provided in conjunction with the School's participation in the FCCRMC.

## **6.11** Property Insurance

**6.11.1** The School shall maintain hazard insurance on the School property during the term of this Charter in accordance with the School's participation in the Florida Community Colleges Risk Management Consortium.

## **6.12** Additional Insurance Provisions

**6.12.1** Applicable to all Coverages: The following provisions are applicable to all insurance coverages required under the Charter.

(a) Fidelity Bonds: The School shall assure that the administrators of the School and each and every person who is responsible in any manner for handling or expending School funds or property shall be adequately bonded or insured at all times. The bond or insurance policy shall be with a surety company authorized to do business in Florida and shall be in the amount of

no less than one hundred thousand dollars (\$100,000) for each person performing the duties of chief administrative officer, chief executive officer, chief financial officer, president, headmaster, principal or director of the School and for each member of School's governing body and person employed by the School or its governing body who has authority to make purchases or contract for services which, in the aggregate, exceed six thousand dollars (\$6,000). The bond or insurance policy shall be conditioned upon the proper safeguarding of all monies or property for which the person has supervision, custody or control.

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

## **PART 7: HUMAN RESOURCES**

### **7.1 Employment**

- 7.1.1 Employees: The parties to this Charter agree that the School shall select its own employees.
- 7.1.2 Employment: The School agrees that its employment practices shall be non-sectarian. The School agrees that its employment practices shall be non-sectarian and consistent with §1012.32, F.S. Employment of instructional personnel and school administrators shall be consistent with applicable sections of the *Equity in Education Act*, including §1002.33, F.S., State Board Rules 6B-1.001, and 6B-1.006, FAC, the Code of Ethics, and Principles of Professional Conduct.
  - 7.1.2(a) 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.
- 7.1.3 Certification: The teachers employed by, or under contract with, the School shall be certified as required by §1012, F.S. 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, and whether or not an applicant qualifies as a non-certified expert-in-the-field. Teachers assigned out-of-field must complete the required credit hours toward certification each year. The School may employ or contract with skilled, selected non-certified personnel to assist instructional staff members as teacher aides in the manner as defined in §1012, F.S., and as provided by State Board of Education rule for charter school governing boards. Any decision by the School to employ or contract with non-certified persons for instructional services shall be approved by the School's governing body. The School shall not employ any person who the Sponsor has either terminated or non-renewed for performance reasons.

The School 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.

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) 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 §1012.56(8)(a), F.S.

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

**7.1.5 Disclosure:** The School agrees to disclose to parents and the Sponsor the qualifications of its teachers and paraprofessionals. The School shall submit to the Sponsor a list of all teachers and paraprofessionals employed at the School at the beginning of each school year. The list must include the certification information requested by the Sponsor. The School shall report to the Sponsor any and all staff changes made during the school year as they occur. At the Sponsor's request, the School shall provide documentation as to the qualifications of persons designated as experts who assume instructional responsibilities.

**7.1.6 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.

**7.1.7 Fingerprinting:** The School shall require all employees, prior to employment, to comply with fingerprinting requirements of §1012.32, F.S. The members of the School's governing body shall be fingerprinted in a manner similar to that provided in §1012.32, F.S. The Sponsor shall notify the School of any findings. In the event of the renewal of this Charter, the School shall update the fingerprint records of each employee and member of the School's governing body every five (5) years as required by state law. Consistent with §1012.315, F.S., the governing body of the School shall disqualify from employment instructional personnel and school administrators as defined in §1012.01, F.S., who have been convicted of the offenses listed in §1012.315, F.S.. The governing body shall not allow any person with a criminal conviction to serve in any capacity with the School or its governing body without the written consent and approval of the governing body, which shall be signed by consenting member of the governing body. The School shall immediately deliver a copy of the written consent and approval to the Sponsor and place a copy in the person's personnel file.

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

**7.1.8 Background Checks:** Applicants and volunteers will be required to complete the same background check as the Sponsor (The Jessica Lunsford Act and any other applicable laws) as part of the School's application process.

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

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

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

## **7.2 Public Employees**

**7.2.1 Employees:** As the School is a public employer, the teachers shall have the option to bargain collectively as a separate unit or as part of the Sponsor's existing collective bargaining unit as determined by the structure of the charter school.

**7.2.2 Retirement:** The School, as a public employer, may participate in the Florida Retirement System (FRS) upon application and approval as a "covered group" under §121.021(34), F.S. 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.

## **PART 8: GOVERNANCE STRUCTURE**

**8.1 Governing Body:** The School shall be operated by the Board of Trustees of Florida Southwestern State College which shall serve as its governing board.

**8.2 Powers of the School's Governing Body:** The powers of the School's governing board shall be as provided by law. The School's governing board shall supervise the principal of the School, 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:

**8.2.1** Annually adopt and maintain an operating budget;

**8.2.2** Exercise continuing oversight over the School's operations, as provided by law;

**8.2.3** Ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to §1002.33(9)(g), F.S., who shall submit the report to the governing board;

**8.2.4** Review and approve the audit report, including audit findings and recommendations for the financial recovery plan; and

**8.2.5** Monitor a financial recovery plan in order to achieve compliance.

**8.3 Role and Responsibilities of Governing Body:** The School's governing body shall annually adopt and maintain the School's official operating budget and any subsequent amendments to the budget, and exercise continuing oversight over the School's operation. In exercising its oversight and maintaining the budget, the governing body shall provide for a balanced general operating fund. The governing body shall review the School's quarterly financial statements and the performance of school administration at regular intervals. It shall be the governing body's responsibility for ensuring retention of a certified public accountant (hereinafter 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 body's responsibility to ensure that the Sponsor receives reasonable proof of the School's ability to fund the startup of the School, as set forth in Section (4)(1) of this Charter.

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

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.

- (b) 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.
- (c) A prohibited conflict of interest would exist if the spouse, parent, child, stop-child, sibling or employee of any School's Governing Board member were also a member of the School's Governing Board.

An employee of the School or of the management company operating the School shall NOT be a member of the School's Governing Board.

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 Charter or Part III, Chapter 112, F.S., by July 15 each year of operation.

- 8.5 **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 §112.313, F.S.
- 8.6 **Names of and Contact Information for Governing Board Members:** The names of Governing Board members must be held current at all times, and the Sponsor shall be notified immediately of any changes. 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.
- 8.7 **Public Meetings and Minutes:** The School's governing body shall conduct regularly scheduled meetings, provide reasonable public notice of the date, time and place of its meetings, and make minutes of its meetings available for public review in accordance with Florida's Public Records Law, Chapter 119, F.S. 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.
- 8.8 **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 School District of Charlotte County public school. Each charter school is supported in the main by public funds. A charter school is subject to the oversight of the Charlotte County School Board, the Superintendent of Public Schools for Charlotte County, Florida, and the Superintendents 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 Sponsors oversight function.
- 8.9 **School Administrator/Principal:** The School shall provide the services of a full-time administrator/principal during all hours students are on the School site, at minimum. The duties of the School's administrator/principal shall be as set forth in Appendix 1.

**8.10 Governance Training:** Each member of the governing board, as well as the principal responsible for the operation of the charter, shall participate in governance training approved by the Florida Department of Education that includes government in the sunshine, conflicts of interest, ethics and financial responsibility prior to August 1, 2009. The School agrees that new board members and staff will be trained within 90 days of their appointment or employment.

## **PART 9: MISCELLANEOUS PROVISIONS**

**9.1 Notices:** Any and all notices or any other communications provided for herein shall be in writing and shall be deemed given when personally delivered, three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, addressed as follows (to the extent applicable for mailing), or one (1) day after deposited with any overnight courier service, if such service is required to obtain a written receipt from the addressee, delivery fees prepaid, addressed as follows (to the extent applicable for overnight delivery)

If to Sponsor:

The School Board of Charlotte County, Florida  
1445 Education Way  
Port Charlotte, Florida 33948

If to School:

Florida Southwestern State College District Board of Trustees  
C/O Office of the President  
26300 Airport Road  
Punta Gorda, Florida 33950

A copy of any such notice, designation, consent, offer, acceptance or other communication shall be sent to each of:

Counsel for Sponsor:

Michael R. McKinley  
Wotitzky, Wotitzky, Ross & McKinley  
223 Taylor Street  
Punta Gorda, FL 33950

Counsel for Florida Southwestern State College:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Communications sent by other means shall be deemed operative only upon actual receipt. The foregoing addresses may be changed by a party upon written notice given to all parties sought to be charged with notice of such change.



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

**SPONSOR:**

THE SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA

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

Ian Vincent, Chairman

**ATTEST:**

\_\_\_\_\_

Dr. Douglas Whittaker, Superintendent  
Charlotte County Public Schools

**APPROVED AS TO FORM:**

\_\_\_\_\_

Michael R. McKinley, Esquire  
School Board Attorney

**SCHOOL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

Office of General Counsel

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

**SPONSOR:**

THE SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA

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

Ian Vincent, Chairman

**ATTEST:**

\_\_\_\_\_  
Dr. Douglas Whittaker, Superintendent  
Charlotte County Public Schools

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael R. McKinley, Esquire  
School Board Attorney

**SCHOOL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name