

# **CHARTER SCHOOL CONTRACT**

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## **CHARTER SCHOOL CONTRACT**

THIS CHARTER SCHOOL CONTRACT (the “Charter”), entered into this 17<sup>th</sup> day of June, 2008, by and between The School Board of Lee County, Florida, a body corporate operating and existing under the Laws of the State of Florida (hereinafter referred to as the “Sponsor”), and Lee Charter Foundation, Inc. (hereinafter referred to as the “School”).

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a non-profit organization a charter to operate a charter school within the school district; and

WHEREAS, the School is a Florida corporation not-for-profit and desires to operate a charter school within the sponsor’s school district for the purposes set forth in the School’s charter school application submitted June 25, 2002 which is attached hereto as Attachment 1 and incorporated herein by reference; 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, it is the intent of the parties that this Charter School Contract serve as the Charter for the operation of the School.

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

## **ARTICLE 1.0 GENERAL PROVISIONS**

- 1.1 Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
- 1.2 Application. The School's June 25, 2002 application, and any amendments thereto, to operate a charter school named Gateway Elementary Charter School, which was approved for operation as a school serving students in grades K-4, is appended hereto as Attachment 1 and is incorporated herein by reference. If any provision of this Charter is inconsistent with Attachment 1, the provision of this Charter shall prevail.
- 1.3 Term:
  - 1.3.1 Effective date: This Charter shall become effective upon the signing by both parties and shall cover a term of 15 years commencing on July 1, 2008 and ending on June 30, 2023, except as otherwise provided in this Charter.
  - 1.3.2 Instructional Calendar: The School's instructional calendar shall be consistent with that of the Sponsor's public school instructional calendar for each year of this Charter. The School shall be permitted to modify its instructional calendar at any time during the term of this Charter when the Sponsor determines its internal capabilities allow accommodation of a different instructional calendar for the School.

1.3.3 Renewal: After the initial term of this Charter pursuant to 1.3.1, this Charter may be renewed for five (5) school year terms by mutual written agreement of the parties, pursuant to Florida law. Sponsor may approve a longer renewal term if allowed by Florida law. If either party desires changes in the terms of this agreement, the party will notify of such desire within 90 days before expiration. If no such notification occurs, the charter will renew under the terms of this agreement for a term of five (5) years.

1.4 Modifications. This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties.

1.5 Non-Renewal. At the end of the term of the Charter, in accordance with procedures relating to non-renewal found in Sections 1.6 et seq. the Sponsor may choose not to renew the School's Charter for any of the following reasons:

- (a) A failure by the School to meet the requirements for student performance stated in this Charter; or failure to accomplish the purposes of a charter school stated in Section 1002.33, Florida Statutes;
- (b) A failure to participate in the State's education accountability system created in Section 1008.31, Florida Statutes;

- (c) A failure by the School to meet generally accepted standards of fiscal management;
- (d) A violation of law by the School;
- (e) Violation of any aspect of the Lee County School Board Policy 2.28 or this Charter; or
- (f) Violation of Section 1002.33 (12) Florida Statutes,
- (g) Any other good cause,

1.6. Procedures for non-renewal or termination by the Sponsor:

Termination during the term of the Charter or non-renewal of the Charter, shall be permitted in accordance with the procedure below.

1.6.1. Grounds: During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed in 1.5 (a)-(f) above in accordance with the process and notice provisions required by Section 1002.33, Florida Statutes. This Charter may be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety or welfare of the students is threatened or impaired. The Sponsor shall assume the operation of the School under these circumstances, for a period of time as determined solely and exclusively by the Sponsor.

1.6.2. Notice from Sponsor; Appeal: Except when terminated immediately pursuant to paragraph 1.6.1 above, the Sponsor

1.6.3. Notice from School: If the School intends not to renew, the School shall notify the Sponsor in writing at least 90 days prior to the expiration of the Charter. The School also agrees to

1.6.4. Records: Upon termination or expiration of this Charter, the School agrees to deliver all school records and student records to the Sponsor's Support Services Division immediately and without delay unless the School has been granted a charter by another chartering entity authorized by valid Florida Statute by the date of the termination or expiration.

1.6.5. Debts: If this Charter is not renewed or is terminated, the Charter School shall be responsible for all the debts of the School, including any debts related to real property acquisition or lease. The Sponsor will not assume the debt from any contracts for services made between the governing body of the School and third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing body of the School.

1.7 Statutory Requirements: The Parties will comply with Section 1002.33, Florida Statutes, and any regulations adopted by the State Board of Education or other state agency, or amendments thereto, pertaining to charter schools, and all applicable federal, state and local laws pertaining to civil rights and student health, safety and welfare.

1.7.1 Public Records: The School shall comply with the provisions of Chapter 119, Florida Statutes, in all of its financial, business and membership matters. All of the School's records, except personally identifiable student records, and other records specifically exempted shall be public records and subject to the provisions of Chapter 119, Florida Statutes, including those relating to records retention. School shall maintain its own e-mail and electronic document archives to comply with public records laws.

1.7.2 Public Meetings: All meetings of the School's Governing Body and School Advisory Council, and advisory committees to the Governing Board, shall be open to the public and properly noticed pursuant to Section 286.011, Florida Statutes, relating to public meetings. As to all meetings of the School for which minutes are required pursuant to Florida law, a copy of such minutes shall be provided by the School to the Sponsor upon request.

1.8 Dispute Resolution: Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of the Charter which the Parties are unable to resolve informally, may be resolved according to the following dispute resolution process.

1.8.1 The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem and explain reasons for the proposed action.

- 1.8.2 The other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.
- 1.8.3 If the parties are unable to reach agreement, they will commence action in accordance with the guidelines stipulated in Section 1002.33(6)(i), Florida Statutes.
- 1.8.4 Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.
- 1.8.5 If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies.

## **ARTICLE 2.0 STUDENTS**

- 2.1 Community: The community to be served by this Charter is defined in Attachment 1. The maximum enrollment for 2008-2009 shall be 1,000 students, for 2009-2010, 1,050; 2010-2011, 1,200 and 2011-2012, 1,400.
- 2.2 Racial/Ethnic Balance: The School agrees that it shall develop and implement strategies to achieve a racial/ethnic balance reflective of

2.3 Non-Discrimination: The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs. School agrees it shall not discriminate in employment or any educational program or activity based on race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, disability if otherwise qualified or any other unlawful factor. The School will not reject the application of a student with disabilities nor withdraw a student identified as disabled. At the time of application or identification, the School will consult with Sponsor's staff to determine whether the student's IEP can be implemented at the School. The School and the Sponsor shall ensure that students with disabilities are properly placed in the least restrictive environment. Students with disabilities admitted to the School shall be afforded the same opportunities to be appropriately placed as if the student was admitted to a traditional public school within the sponsoring District. The School will include non-discrimination statements and statements of inclusion in any application handouts or brochures concerning the School

- 2.4 Non-Sectarian: The School shall guarantee that its admissions policies are nonsectarian.
- 2.5 Students with Disabilities: Students with disabilities who are enrolled in the School shall be provided with programs implemented in accordance with federal and state laws and local policies and procedures, specifically: the Individuals with Disabilities Education Improvement Act (IDEIA); Section 504 of the Rehabilitation Act of 1973; Sections 1000.05 and 1001.42(4)(1), Florida Statutes; Chapter 6A-6 of the Florida Administrative Code; the Sponsor’s Special Programs and Procedures document; School Board Policies relating to “Least Restrictive Environment,” “Nondiscrimination on Basis of Disability,” “Discipline of Disabled Students,” and sections of the Sponsor’s Student Progression Plan and Code of Student Conduct dealing with students with disabilities. The School will access training opportunities provided by the Sponsor to ensure compliance with the IDEIA. The Sponsor will allow the School staff, after receiving reasonable notice and at no cost to the School, to participate in all training provided by the Sponsor pertaining to IDEIA and in all ESE planning meetings related to changes of service delivery, delivery of service, creation of clusters at school

2.5.1 Non-Discrimination: The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process. Nor shall the School access such student information on the Sponsor's Student Information System prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon application and completion of registration packet by a student with a disability at the School, the parties will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine an appropriate placement for the student. The parent will be invited to this meeting. The Sponsor ESE staffing specialist or assigned ESE representative will attend the meeting. Such students will be referred for enrollment at a Lee County District School only

2.5.2 Free Appropriate Public Education (FAPE): The School shall provide a FAPE to each exceptional student enrolled in the School. The School will provide related aids and services to disabled students to the extent required to ensure provision of a free appropriate public education. The funding received by the School from the Sponsor for provision of the services described in this paragraph shall be used only for such purposes.

2.5.3 Individual Education Plans (IEPs): The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP development, and placement. The parties will schedule and conduct an IEP meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School. The Sponsor will be invited to participate in the IEP meetings. The Sponsor

- 2.5.4 Local Education Agency (LEA): The School will serve as the LEA at all IEP meetings for all students. The Sponsor will serve as the LEA at all eligibility staffings.
- 2.5.5 Least Restrictive Environment: The parties will cooperate to make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
- 2.5.6 Cooperation: School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. The School will provide legal representation selected after consultation with the Sponsor in any legal or quasi-legal activity regarding the educational program or

- 2.5.7 Procedural Safeguards: Parents of students with disabilities shall be afforded notice of procedural safeguards in their native language, as provided by the Florida Department of Education.
- 2.5.8 504 Students: The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such student to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.
- 2.5.9 Federal and State Reports: Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Charter.

2.6 ESOL Students: Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement; or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required inservice training in ESOL (a minimum of 60 hours each school year assigned to teach an LEP student until the ESOL endorsement is added) as provided by the District in compliance with the LULAC, et al. v. State Board of Education Consent Decree. The School will meet the requirements of the Consent Decree entered in LULAC, et al. v. State Board of Education and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor LEP plan in identifying ESOL students and provision of ESOL services.

2.7 Enrollment Process: The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building as set forth in Attachment 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process.

Preference may be given to siblings of students enrolled in the School, and students at risk of dropping out of school or academic failure. By August 1 of each year, School will provide Sponsor a list of all applicants for enrollment. The list will note those students who were denied admission and include a detailed explanation for the denial. The list will also identify each applicant with a disability and specify the category of disability and how the schools evaluated whether their program was an appropriate placement option. School will also provide a list of students enrolled at the School who require exceptional student education services and the providers who will provide the services. The School agrees to hold a minimum of one (1) seat at each grade level for the District to offer a choice under the District's adequate yearly progress choice plan. Students assigned under this plan will be allowed to continue in the School until the law ceases or they complete the highest grade. The District will provide transportation for any child enrolled in this plan who would not qualify for transportation under the School's transportation.

2.8 Enrollment – Health, Safety and Welfare: Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

2.9 Discipline: The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida

state law and the School's Code of Student Conduct. The School will adopt and implement the Sponsor's Code of Student Conduct. The School may not dismiss an otherwise qualified student from attendance except for causes for expulsion as contained in the Sponsor's Code of Student Conduct and in accordance with the School's dismissal process. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from Lee County Public Schools, School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned an alternative school only through the process established by Lee County School Board Policy, and will be expelled from Lee County Public Schools only if approved by the School Board. Students with disabilities will be disciplined only in accordance with requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act. The School may not adopt any rules less restrictive than the Sponsor's Code of Student Conduct. To the extent that the School adopts any student conduct rules more stringent than the Sponsor's Code of Student Conduct, the School will provide copies of such regulations to the Sponsor prior to adoption.

2.10 Number of Students and Grades Served: The School shall serve up to the number of students stated in Paragraph 2.1. The School shall comply with the Class Size Reduction Amendment and such other requirements imposed on Florida Charter Schools by Statute or The Department of Education. The School shall comply with all class size reduction reporting requirements imposed by the Department of Education on the Sponsor unless otherwise provided by law.

2.11 Records: The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the School.

### **ARTICLE 3.0 ACADEMIC ACCOUNTABILITY**

3.1 Educational Program Goals: The School agrees to implement its educational and related programs as specified in Attachment 1. The School shall meet the following objectives as required by Section 1002.33, Florida Statutes:

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 further agrees that its programs and operations shall be nonsectarian. The Sponsor shall ensure that the School is innovative and consistent with the state educational goals established by Section 1000.02, Florida Statutes. The School will adopt the Sponsor's school year calendar to provide instruction for at least the number of days required by law for other public schools.

- 3.1.1 Reading Curriculum: The charter shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading must be consistent with the Sunshine State Standards and grounded in scientifically based reading research.
- 3.2 Achievement Measurement: The School agrees to implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been identified in Attachment 1, or as otherwise provided by state law.
- 3.3 Student Assessment: The methods to be used to identify educational strengths and needs of students and the educational goals and performance standards are set forth in Attachment 1. Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.

3.3.1 Assessment Programs: Students in the School will participate in an assessment program that mirrors the countywide assessment of the Sponsor's public school students enrolled in comparable grades/schools, including assessments required of the public schools by the Florida Department of Education. To facilitate this participation, the Sponsor will provide consultation by its applicable district staff and those services/support activities which are routinely provided to the Sponsor's staff regarding implementation of district and state-required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the tests to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the timeframe for the other public schools in the Sponsor's district.

3.3.2 Sponsor Access to Data: The School agrees to allow the Sponsor reasonable access to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met.

3.4 Records and Grading Procedures: Due to the possibility that students enrolled in the School may return to the regular public school system, the School shall utilize a records and grading procedure that is compatible with the Sponsor's current records and grading procedures.

- (a) The School shall maintain both active and archival records for current/former students in accordance with Section 1002.22, Florida Statutes.
- (b) All permanent (Category A) records of students leaving the School, and transferring to the public school system, or withdrawing to attend another school, shall be promptly transferred and delivered by the School to the receiving school. All such records of graduating students shall be transferred and delivered by the School to the Student Records Department.
- (c) Records of student progress (Category B) shall be promptly transferred and delivered by the School to the appropriate school if a student withdraws to return to the Sponsor's school system or to another school system. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

3.5 Progress Monitoring: Section 1002.33(5)(b), Florida Statutes, requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.

3.5.1. Annual Progress Reports: 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. The School's annual progress report shall be submitted to the Sponsor no later than the 30<sup>th</sup> day after the progress report template is made available to the School, each year for the immediately preceding school year. The report shall contain at least the following items:

- (a.) The School's progress toward achieving the goals outlined in its application:
  - (1.) Learning gains of individual students as measured by FCAT (Florida Comprehensive Assessment Test) scores.
  - (2.) Learning gains of the School's population as measured against a comparable District school population
  - (3.) Learning gains of the School's population measured against a comparable student population. Sponsor and School will agree

on a comparable school population for comparison purposes.

- (b.) Student achievement performance data, including the information required in the annual public school accountability report and the education accountability system, pursuant to Sections 1008.31 and 1008.345, Florida Statutes. The School shall identify reasons for any difference between projected and actual student performance.
- (c.) Financial status of the School which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
- (d.) Documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes.
- (e.) Descriptive information about the School's personnel, including salary and benefit levels of School employees, the proportion of instructional personnel who hold professional or

temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

- (f.) School's plan for providing accelerated instruction to students who score in levels one and two on the FCAT.
- (g.) A description of innovative learning methods used by the school to achieve academic goals.

3.5.2. Accountability:

- (a.) The School shall participate in the State education accountability system.
- (b.) The School agrees to participate in Sponsor's school improvement process by complying with Sponsor Policy 3.08.
- (c.) In the event School receives a "D" school grade, its representative shall appear before Sponsor to present information concerning noted deficiencies.
- (d.) If the School receives a school grade of "D" for two consecutive years or an "F", the School shall submit a school improvement plan designed to raise student achievement to the Sponsor for approval.

(e.) If School fails to improve its student performance for the first year of implementation of the school improvement plan referenced in subparagraph (d.), Sponsor shall place School on probation and School shall take one of the following actions as decided by Sponsor:

- (1.) Contract for the educational services of the Charter School;
- (2.) Reorganize the School at the end of the school year under a new director or principal who is authorized to hire new staff and implement a plan that addresses the causes of inadequate progress; or
- (3.) Reconstitute the Charter School.

As long as it remains on probation, School shall appear before Sponsor annually to present information concerning corrective strategies.

#### **ARTICLE 4.0 FINANCIAL ACCOUNTABILITY**

- 4.1 Revenue: The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section

1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School. The School shall also receive any and all other funds to which it is entitled pursuant to State and Federal law

4.1.1. Distribution of Funds. Upon receipt of the projection of anticipated student enrollment as supported by a list of the names of students who have indicated a desire to enroll at the School, and calculation of weighted FTE from the School on or after July 1 of each year, the Sponsor shall make every effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor shall advance operating funds bi-monthly based upon the projected full time equivalent student membership of the School. Subsequent payments shall be adjusted to reflect actual full time equivalent student enrollment. Charter School Capital Outlay funds for which the School may be eligible will be remitted to the School within 10 days of the receipt of such funds by the Sponsor. The Sponsor's payment to the School shall be issued not later than 10 working days after the Sponsor receives state or federal

funds. If a warrant for payment is not issued within 30 working days after receipt of funding by the Sponsor and receipt of an annual projection or documentation supporting an adjustment based on an increase in WFTE count from the School, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at the rate of 1 percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the 30-day period until such time as the warrant is issued.

4.1.1.1. Distributions: The annual projection and the results of the full-time equivalent student membership surveys will be used in determining the amount of funds distributed to the school.

4.1.1.2. The School shall report its student enrollment to the Sponsor as required by Section 1011.62, Florida Statutes, and the definitions set forth in Section 1011.61, Florida Statutes, in a manner consistent with District and State reporting requirements.

4.1.1.3. Administrative Fee: The Sponsor shall retain an administrative fee of five (5) percent of the funds defined in Section 1002.33 (17)(b) for the Sponsor's costs of administrative and educational services the Sponsor is required to provide by Section 1002.33(20)(a), Florida Statutes. This administrative fee shall be withheld only for enrollment up to and including

- 4.2. Cost Accounting: The School agrees that it will submit to the Sponsor in a timely manner, the information specified in Section 1010.20, Florida Statutes.
- 4.3. 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 funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation in the form of the annual financial report, that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within 30 days of notice of such expenditures.

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

4.4.1 Holdback/Proration: In the event of a statewide holdback or proration which reduces the Sponsor's district funding, the School's funding will be reduced proportionately in accordance with Section 1002.33(17), Florida Statutes.

4.4.2 Exceeding State Cap: In the event the Sponsor's district exceeds the state cap for WFTE in any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE.

4.5 Federal Funding: In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

4.6 Funding Adjustment for Noncompliance: If the Sponsor receives notice of an FTE or other funding adjustment which is attributable to noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. ***If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice to the School, which shall within thirty (30) days refund the amount of the assessment.*** If the School fails to open, through no fault of the Sponsor, the School shall reimburse the full amount of any funding provided by the Sponsor. The School shall reimburse the full amount to the Sponsor within thirty (30) days. The School will be responsible for an additional fee of 1% per month on the unpaid balance after 30 days from the date of notice of such assessment.

4.7 Annual Audit: The School agrees to obtain an annual audit in compliance with the Governmental Accounting Standards Board (GASB), federal, state and school district regulations showing all revenues received, from all sources, and all expenditures for the period July 1 through June 30 of that year. The audit shall be conducted by an accountant certified under the laws of the State of Florida and paid for by the School. The School shall provide the unaudited financial statements to Sponsor by August 1 of each year. The School shall provide the Sponsor with a copy of such an audit as



4.8 Fiscal Monitoring: Section 1002.33(5)(b)2., Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the School.

4.8.1 Quarterly Financial Report: The School will provide a quarterly financial report to the Sponsor within 30 days after the end of each quarter. The financial report is a cumulative report, and the last report of the fiscal year will constitute the annual report. The School shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as the means of codifying all transactions pertaining to its operations, or an alternative accounting structure acceptable to the Sponsor.

4.8.2 Reports: The parties agree that the Sponsor, with reasonable notice, may request at any time and the School shall within a reasonable amount of time provide, reports on the School's operations and student performance. Such reports shall be in addition to those required elsewhere in this Charter.

4.8.3 Inventory: School shall annually take an inventory of its tangible property. School will forward an annual report of all tangible property purchased with public funds to Sponsor by August 20.

4.9 Reversion Upon Non-Renewal or Termination: In the event the School ceases operation or is dissolved, or this Charter is not renewed or is otherwise terminated, any public unencumbered funds of the School shall revert to the Sponsor except for capital outlay funds. Capital outlay funds shall revert to the Florida Department of Education. The School will not be required to reimburse Federal Public Charter School Program funds received from the Florida Department of Education to the Sponsor. All of the School's property and improvements, including real property, furnishings and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.

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

#### **ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT**

5.1 \*Intentionally Left Blank

5.2 Tuition or Fees: The School further agrees that it shall not charge tuition or fees, except those fees normally charged by the other public schools, or levy taxes or issue bonds secured by tax revenues.

5.3 Reporting of Students: The School will accurately report its student enrollment to the Sponsor as required in Section 1011.62, Florida Statutes, and in accordance with the definitions in Section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools. School agrees to complete initial enrollment and provide a report of enrolled students by May 27 of each year. In the months of July and August, such reports shall be provided weekly by submission each Monday of the month until such time as the school year begins. The reports required by this paragraph shall include each student's name, grade, student identification number and date of birth. School will designate a staff member who will attend all FTE and data training workshops offered by Sponsor in order to facilitate the registration process.

5.3.1 Automated Data System: The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. Upon request

- a. ESE data;
- b. Grade level assignment;
- c. Required health information;
- d. Required discipline codes/incident data;
- e. Daily attendance;
- f. Transportation;
- g. Student schedules;
- h. Teacher demographics;
- i. Master schedule;
- j. ESOL/migrant codes;
- k. Grades/grading period/grading scale;
- l. ERW (entry, re-entry, withdrawal)  
information;
- m. Test scores;
- n. Demographic information;

- o. Academic history and transcripts;
- p. Student lunch information as required, including a listing of students eligible for free and reduced meals, with supporting documentation.

5.3.2 Confidentiality of Records: The School shall ensure that all student records are kept confidential in accordance with applicable state and federal law.

5.4 School Food Service: Food service to the School is the responsibility of the School. The School shall contact the State Department of Education (DOE) and develop an agreement with DOE to provide food services as required by state and federal law, including free and reduced cost meals for eligible students.

5.5 Facilities: The School agrees to use facilities which comply with the Florida Building Code and state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located. The facility shall also comply with the Florida Fire Prevention Code. The School agrees to operate in compliance with Section 1013.12 Florida Statutes with respect to casualty, safety, sanitation and fire safety standards and inspection. It will be the School's responsibility to ensure all requirements of Section 1013.12 Florida Statutes and Section 69A-58.004 Florida Administrative Code are met. The School agrees that

5.5.1 Lease or Ownership: The lease or proof of ownership of the facilities that will house the School will be provided four (4) weeks before the first day of school. It is expressly understood that the use of church owned facilities shall not be considered acceptable if the Sponsor has reason to believe the School is functioning as a parochial school in that facility. This should not be interpreted as approving of the establishment of a parochial school in any secular facilities. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this Charter.

5.6 Human Resources:

5.6.1. Employees: The parties to this Charter agree that the School shall select its own employees. The School shall be a private employer.

- (a) The School agrees that its employment practices shall be nonsectarian.
- (b) The School agrees its employees should have the option to bargain collectively in accordance with Section 1002.33, Florida Statutes.
- (c) The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida Educational Equity Act.
- (d) The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Attachment 1. Modifications to these elements shall be in accordance to Section 1.4 of this Charter.
- (e) The School agrees to provide reasonable demonstration of the professional experience or competency of those individuals or organizations employed or retained to provide professional services. The School shall provide a current listing of such person(s) or organization(s) upon request by the Sponsor.
- (f) The School agrees to provide to Sponsor a list of all employees' names and social security numbers within

5.6.2. Teacher Certification: Teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Florida Statutes. The School governing board may employ or contract with skilled selected noncertified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012, Florida Statutes, and as provided by State Board of Education rule for charter school governing boards. The School may not employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School may not knowingly 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. The qualifications of teachers shall be disclosed to parents.

5.6.3 Qualifications Disclosure: The School agrees to disclose to the parents of its students and to the Sponsor the qualifications of its teachers. Pursuant to the requirements and definitions of the No Child Left Behind Act of 2001, P.L. 107-110, all teachers of core academic subjects will be highly-qualified. In the event that the School receives ESEA Title I, Part A funding, then the school shall comply with all applicable requirements as described in Title I of that law, including but not limited to credential requirements for teachers and education paraprofessionals. When requested by Sponsor, School shall provide documentation to establish compliance with this paragraph.

5.6.4 Fingerprinting: The School shall require all employees, including contracted employees, its Board of Directors, and contractual personnel who are permitted access to the school grounds when students are present, who have direct contact with students or who have access to or control of school funds to comply with the fingerprinting and background screening requirements of Sections 1012.32 and 1012.465, Florida Statutes. School shall ensure volunteers

5.6.5 Drug-Free: The School will establish and maintain an alcohol and drug-free workplace, pursuant to the Drug-Free Workplace Act of 1988, 42 USC § 701 et seq. and rules at 34 CFR Part 85 Sub-Part F. In addition, if the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and Section 1012.45, Florida Statutes.

5.6.6 Ethics: The School agrees to adopt policies establishing standards of ethical conduct for instructional personnel and school administrators in the form required by Section 1002.33, Florida Statutes. The School agrees it will not employ instructional personnel or school administrators in any position that requires direct contact with students if the applicant is ineligible for employment due to conviction of an offense within Section 1012.315, Florida Statutes. The School agrees that before employing instructional personnel or school administrators in any position that requires direct contact with students, the School shall conduct an employment history check, including contacting the

5.7 Transportation: The School will provide transportation to its students consistent with the requirements of Chapter 1006, Part I E., Florida Statutes. Transportation will not be a barrier to equal access for all students residing within a reasonable distance of the School. Reasonable distance is defined as four miles from the School. The School will be required to transport students in a manner consistent with Chapter 1006, Part I E., Florida Statutes, and any student assignment system adopted by the School Board. The School will receive transportation funding provided by the State for all students eligible for transportation reimbursement pursuant to Section 1011.68 Florida Statutes.

5.8 Additional Sponsor Services: Unless otherwise agreed, the Sponsor will charge the School for any services beyond those defined in Section 4.1.1.3 of the Charter Agreement, at the following rates:

*For staff time: hourly rate*

*For copies of documents: 10 cents/page.*

All such services shall be requested through and coordinated by the Coordinator for Charter Schools. The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. If payment is not received by the Sponsor within forty-five (45) working days after receipt of the invoice by the School, the Sponsor shall then deduct the amount due from the next available payment otherwise due the School unless the School's responsibility to pay the invoice is reasonably in dispute. The Sponsor is under no obligation to provide any services to the School outside of those required by Florida Statute.

- 5.9 Background Information: School represents it will provide background information on every individual who will be involved in the organization and operation of the proposed charter school. School will submit for each said person a complete set of fingerprints taken by an employee of the District who is trained to take fingerprints. School agrees to update this information and

- 5.10 Purchasing: The School will be allowed to purchase goods through use of any contract the Sponsor holds with a vendor in which the vendor agrees to provide products for a certain price to all schools of the District. The School may also participate in Sponsor's bulk purchasing program.
- 5.11 Organizational Chart: School shall provide Sponsor an organizational chart delineating titles of all staff with work address, phone number and e-mail of each staff member and each staff member's certification.
- 5.12 Extracurricular Activities: School shall refer Charter School students for participation in extracurricular activities at Sponsor schools only in accordance with Policy 4.07 and Section 1006.15, Florida Statutes. All such students will be assigned to a school through Sponsor's Student Assignment Office.

#### **ARTICLE 6.0 INDEMNIFICATION AND INSURANCE**

- 6.1 Indemnification of Sponsor: The School agrees to indemnify, defend with competent counsel, selected by the School, with Sponsor's reasonable approval, and agrees to 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 this Charter;
- (b) the School's material breach of this Charter or law;
- (c) any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;
- (d) any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections as referenced in paragraph 5.5;
- (e) 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 apply to the operation of the School or the providing of educational services set forth in this 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.

- (f) professional errors or omissions, or claims of errors or omissions, by the school employees, agents, or Board of Directors.

6.1.1. The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, nonrenewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination.

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

6.1.3. The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any

6.2 Indemnification of School: The Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor with the School's reasonable approval and agrees to hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

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

ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, its members, officers, employees, subcontractors or others acting on its behalf;

- (e) professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or Board of Directors.

6.3 Sovereign Immunity: Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.

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

6.5 Evidence of Insurance: Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

6.5.1 Time to Submit: The School shall furnish the Sponsor with fully completed certificate(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks before the initial opening day of classes for each school year. The certificates shall name the Sponsor as an additional insured. The insurance shall be maintained in force, without interruption, until this Charter is terminated. Failure to comply with this provision shall be

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

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

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

6.6.1 Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. 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.

6.6.2 If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with

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

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

6.7.2 Minimum Limits: The minimum limits to be maintained by the school (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence/ three million dollars (\$3,000,000) annual aggregate.

- 6.7.3 Deductible/Retention: Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars (\$1,000) per occurrence.
- 6.7.4 Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.
- 6.7.5 Additional Insureds: The School shall include the Sponsor and its members, officers, employees and agents as “Additional Insured” on the required Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect “The Sponsor, its

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

6.8.1 Liabilities covered: The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.

Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Charter.

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

6.8.3 Minimum limits: The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence.

6.9 Workers' Compensation/Employer's Liability: The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation/Employer's Liability Insurance which shall conform to the following requirements:

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

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 limits for employer's liability shall be one million dollars (\$1,000,000) by accident/each accident, one million dollars

6.10 School Leader's Errors and Omissions Insurance: Subject to reasonable commercial availability the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

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

6.10.2 Coverage Limits: The insurance shall be subject to a maximum deductible not to exceed one hundred thousand dollars (\$100,000) per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be three million dollars

- 6.10.3 Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on a claims made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until three (3) years after termination or nonrenewal of this Contract.
- 6.10.4 Fidelity Bond: The School shall provide a blanket fidelity bond covering all employees on an occurrence basis in the amount of not less than one hundred thousand dollars (\$100,000).
- 6.11 Property Insurance: The School shall maintain hazard insurance on buildings it owns and property during the term of this Charter. The School will provide proof of such insurance and its renewals to Sponsor.
- 6.12 Applicable to All Coverages: The following provisions are applicable to all insurance coverages required under this Charter:
- 6.12.1 Other Coverages: The insurance provided by the School shall apply on a primary basis, and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

- 6.12.2 Deductibles/Retention: Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.
- 6.12.3 Liability and Remedies: Compliance with the insurance requirements of this 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.
- 6.12.4 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.
- 6.12.5 Approval by Sponsor: Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

- 6.12.6 Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.
- 6.12.7 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 this Charter.
- 6.12.8 School must notify Sponsor of any contemplated changes in insurance coverage. Any changes must comply with the requirements of this article, including providing evidence of replacement insurance to Sponsor.

#### **ARTICLE 7 GOVERNANCE STRUCTURE**

- 7.1 Not-for-Profit Corporation: As indicated in Attachment 1, the School is organized as a not-for-profit corporation. It will operate as a private employer.
- 7.2 Governing Body: No members of the School's Governing Body will receive financial benefit from the School's operations. If a member is an employee of the Charter School, that person's salary shall not be considered a financial benefit.
- 7.3 Selection of Directors/Officers: The selection of the School's directors and officers shall be as set forth in Attachment 1.
- 7.4 Duties of Directors: The duties of the School's directors shall be as set forth in Attachment 1.

- 7.5 Public Meetings/Minutes: The governing body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings. Such meetings will be open to the public, and the minutes shall be available for public review.
- 7.6 Conflict of Interest: 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, officer, or employee of the School or the spouse, parent, child, stepchild or sibling of any director, officer or employee, or from any business in which any officer or employee has 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, unless an exemption listed in Section 112.313(12), Florida Statutes, applies.

### **ARTICLE 8 MISCELLANEOUS**

- 8.1 Titles: Any and all titles to articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Charter, and shall not be considered in the interpretation of the Charter or any provision hereof.
- 8.2 Interference with Performance: Neither party shall be in default of this Charter if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire,

- 8.3 Entire Agreement: This Charter and the appendices hereto shall constitute the full, entire and complete agreement between the parties. All prior representations, understandings and agreements are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties. Any substantial amendment to this Charter shall require approval of the Sponsor.
- 8.4 Assignment: This Charter shall not be assigned by either party without the prior written consent of the other party, provided that the School may, without the consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.
- 8.5 Waiver: No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated. No consent or waiver, express or implied, by either party to the Charter or any breach or default by another in the performance of any obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by such party hereunder. Except as otherwise provided herein, failure on the part of any party hereto to complain of any

- 8.6 Warranties: All representations and warranties made herein shall survive termination of this Charter.
- 8.7 Partial Invalidity: If any provision or part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or part of any other provision of this Charter, and all such provisions shall remain in full force and effect. In the event any provision of the Charter is determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised and the remainder of the Charter will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate the Charter in its entirety.
- 8.8 Third Party Beneficiary: This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student of the School. The Charter shall be made and entered into for the sole protection and

- 8.9 Applicable Law and Venue: This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that state. Lee County, Florida shall be the proper venue for any litigation arising under this Charter. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.
- 8.10 Notices: Every notice, approval, or consent authorized or required by this Charter shall not be effective unless it is in writing and sent postage prepaid by United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith: All notices to be given shall be in writing, and all payments to be made hereunder shall be by check and may be served by a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested or b) by delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail in accordance with the provisions hereof shall be deemed to have been given on the third day following the date postmarked on the envelope containing such

If to Board:  
Attention: Superintendent  
2855 Colonial Blvd.  
Fort Myers, FL 33966  
Telephone: (239) 337-8301  
Telecopier: (239) 337-8378

If to Charter School:  
Lee Charter Foundation, Inc.  
c/o Charter Schools USA  
6245 N. Federal Highway (5<sup>th</sup> Floor)  
Ft. Lauderdale, FL 33308  
\*

- 8.11 Change of Address: By giving the other party at least fifteen (15) days written notice thereof, each party shall have the right to change its address and specify as its new address for the purpose hereof any other address in the United States.
- 8.12 Law, Rule, or Regulation, as Amended: Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.
- 8.13 Counterparts: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

- 8.14 Authorization: Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.
- 8.15 Authority: Each party warrants and represents, with respect to itself, that neither the execution of the Charter nor performance of the obligations contemplated hereby, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it or by which it is bound, or require any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party covenants that it has and will continue to have throughout the term of the Charter full right and authority to enter into the Charter and to perform its obligations hereunder, and each party agrees to supply to the other party, upon request, evidence of such right and authority.
- 8.16 Default: It shall be an event of default hereunder if any party fails to perform its obligation hereunder or fails to abide by any of its promises and covenants hereunder.
- 8.17 Binding Effect: Each and all of the covenants, terms, provisions and charter shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in the Charter.

- 8.18 Legal Representation: The parties acknowledge that each has been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.
- 8.19 No Partnership: It is understood and agreed that nothing contained in the Charter shall be deemed or construed as creating a partnership or joint venture between the Sponsor and School or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.
- 8.20 Employee Status: Any contract entered into by the Charter School and a third party must provide that the third party is not a public employee and is not entering into a contract with the Sponsor.
- 8.21 Incorporation of Application and Policy: This Charter incorporates by reference all representations made in the Application and amendments thereto and all requirements in Board Policy 2.28. School agrees to meet all such representations in its Application and fulfill all requirements of the Board policy.

IN WITNESS WHEREOF, the parties have caused this Charter School Contract to be executed, by their duly authorized agents, the day and year first above written.

THE SCHOOL BOARD OF  
LEE COUNTY, FLORIDA

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

THE LEE CHARTER FOUNDATION,  
INC.

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

