

## SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA

### Charter School Contract

This contract is entered into on the first day of July, 2011 between the School Board of Santa Rosa County, Florida, herein referred to as the "Sponsor," and The Learning Academy, Inc., a nonprofit organization, organized under the Laws of the State of Florida, herein referred to as the "School."

The mission of the School is to provide a School of Choice for students who are at-risk of academic failure, and/or dropping out, and/or are disruptive in public schools. The School shall serve students in grades six (6) through grade twelve (12) and who reside in the Sponsor's district.

The focus of the curriculum in the School will be to provide an innovative curriculum designed to improve student learning and academic achievement, increase learning opportunities for all students, with special emphasis on low-performing students and reading, encourage the use of innovative learning methods, modify unacceptable behaviors, and improve school attendance.

It is the intent of the parties that this contract shall constitute the School's charter. The parties hereby agree to the following provisions:

#### PART I GENERAL PROVISIONS

##### A. TERM

- (1) This contract shall be for ten (10) years beginning July 1, 2014 and ending on June 30, 2024. This charter is subject to annual review and may be terminated as hereinafter provided.
- (2) The timetable for implementation of this Contract shall be consistent with the Sponsor's public school calendar.
- (3) This Contract may be renewed by mutual agreement of the parties, pursuant to section 1002.33, Florida Statutes. In particular, this Contract may be renewed for fifteen (15) years upon demonstration of exemplary academic programming and fiscal management. The renewal process is contingent on a program review that demonstrates that the criteria in section 1002.33 F.S. have been successfully accomplished.
- (4) This contract may be amended upon the approval of both parties, and such amendments shall be in writing and executed by the parties.

- (5) The term of the Contract may be canceled immediately by the Sponsor if insufficient progress has been made in attaining the student achievement objectives of the Contract, and it is not likely that such objectives can be achieved before expiration of the contract.

#### B. NON-RENEWAL OR TERMINATION

- (1) At the end of the term of the charter, the Sponsor may choose not to renew the charter for any of the following grounds:
  - (a) Failure to participate in the state's Educational Accountability System created in Section 1008.31 F.S.
  - (b) Failure to meet the requirements for student performance stated in the Charter.
  - (c) Failure to meet generally accepted standards of fiscal management.
  - (d) Violation of law.
  - (e) Other good cause shown. For the purposes of this contract, the term "good cause," shall mean the following: A School's failure to materially comply with the terms and conditions of the Contract after being notified of its non-compliance; and continuing failure by the School to cure its non-compliance with the terms and conditions of the Contract after being issued the requisite notice under 1002.33(8) F.S.
- (2) During the term of the charter, the Sponsor may terminate the charter for any of the grounds listed in Part 1, section B (1).
- (3) The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the contract as to its intent to renew or not to renew the contract. If the School does not renew this contract it shall submit all school records to the Sponsor without delay, including all student cumulative folders, grade and roll books, and other relevant student information.
- (4) At least ninety (90) days prior to renewing or terminating the Charter, for any reason, the Sponsor shall notify the governing body of the School of its proposed action in writing.
- (5) The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within 14 calendar days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 days of receiving a written request. The School's governing body may, within 30 calendar days of receiving

the Sponsors decision to terminate or refuse to renew the Charter, appeal the decision to the State Board of Education pursuant to the procedures established in section 1002.33 (8)(c) F.S.

- (6) The 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. The Sponsor shall assume the operation of the School under these circumstances. The School agrees to submit to the Sponsor all-reasonable records related to the School without delay and follow the termination procedures and practices developed. The Sponsor must provide the basis for termination in writing detailing the basis for this and such findings should be made concurrently with termination. The School's governing board may, within 30 calendar days after receiving the Sponsor's decision to terminate the Contract, appeal the decision pursuant to the procedure established in 1002.33(8)(d), F.S..
- (7) In case of termination of the Charter any property purchased by the School with public funds and any unencumbered public funds shall revert to the Sponsor as provided in section 1002.33(8)(e, f, and g) F.S..

#### C. DISPUTES

If a conflict arises out of the terms, construction, rights or obligations contained in this agreement, the Sponsor and the School shall follow the dispute resolution process found in section 1002.33, F.S.

#### D. STATUTORY REQUIREMENTS

The School shall operate in accordance with its charter and shall be exempt from statutes in chapters 1000-1013 of the Florida School Code, with the exception of the following:

- (1) Those statutes specifically applying to charter schools, including 1002.33.
- (2) Those statutes pertaining to the student assessment program and school grading system.
- (3) Those statutes, laws, rules and regulations pertaining to the provision of services to students with disabilities.
- (4) Those statutes pertaining to civil rights, including F.S. 1000.05 relating to discrimination
- (5) Those statues, rules and regulations pertaining to student health, safety and welfare.
- (6) School must meet class size reduction requirements

Additionally, the School shall be in compliance with the following:

- (1) Section 286.011 relating to public meetings and records, public inspection, and criminal and civil penalties.
- (2) Chapter 119 pertaining to public records
- (3) Chapter 112.311 relating to conflicts of interest.
- (4) The parties agree that if any conflict exists between the provisions of the approved application or this contract and the charter school law, then the provision of the law shall prevail.

#### E. ANNUAL REPORTS

- (1) Pursuant to section 1002.33, (9)(k)F.S., the governing body of the School shall make annual progress reports to the Sponsor thirty (30) days prior to the date required by the state for submittal by the Sponsor, which upon verification shall be forwarded to the Commissioner of Education at the same time as other annual school accountability reports. The report shall follow the Department of Education format and contain at least the following:
  - (a) The School's progress towards achieving the goals outlined in its charter, student achievement performance data and student achievement information that links baseline student data to the School's performance projections. The School shall also identify reasons for any differences between the projected and the actual student performance.
  - (b) The information required in the annual school report pursuant to section 1002.33(9)(K) and the state's educational accountability system, section 1008.31 and 1008.345 F.S.
  - (c) Audited financial records of the School, including revenues and expenditures sufficiently detailed to permit the Sponsor to analyze the School's ability to meet its financial obligations and to repay its debts in a timely manner consistent with State and Florida Red Book Standards,
  - (d) Salary and benefits levels of the School's employees, the proportion of the School's instructional personnel who hold professional or temporary certificates,
  - (e) In consultation with Sponsor's Coordinator of Federal Programs and Professional Development, Coordinator of School Improvement and Accountability, and Coordinator of Special Programs/Services, the school shall annually develop a School Improvement Plan and any other plans

required by state and federal law using the guidelines, criteria, template and timelines for submission.

- (f) The director and a representative of the governing body of a charter school that has received a school grade of "D" under s. 1008.34(2) F.S., shall appear before the sponsor or the sponsor's staff at least once a year to present information concerning each contract component having noted deficiencies. The sponsor shall communicate at the meeting, and in writing to the director, the services provided to the school to help the school address its deficiencies. Upon notification that a charter school receives a school grade of "D" for 2 consecutive years or a school grade of "F" under s. 1008.34(2) F.S., the charter school sponsor or the sponsor's staff shall require the director and a representative of the governing body to submit to the sponsor for approval a school improvement plan to raise student achievement and to implement the plan. The sponsor has the authority to approve a school improvement plan that the charter school will implement in the following school year. The sponsor may also consider the State Board of Education's recommended action pursuant to s. 1008.33 F.S., as part of the school improvement plan. The Department of Education shall offer technical assistance and training to the charter school and its governing body and establish guidelines for developing, submitting, and approving such plans.
- (g) 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

#### F. LENGTH OF SCHOOL YEAR

The School shall provide instruction for at least 180 days and may provide instruction for additional days. Reimbursement for additional days of instruction will be subject to the limits of the Florida Education Finance Program, General Appropriations Act and other rules or programs that restrict funding the Sponsor's school district. Additional instructional days will not be funded by the Sponsor District required FTE funds, but will be only funded if the Legislature appropriates specific FTE funding for such purposes.

#### PART II ACADEMIC ACCOUNTABILITY

- (1) The School identifies and implements state-adopted evidence-based curriculum programs, aligns curriculum to the Next Generation Sunshine State Standards and/or the Common Core State Standards as indicated by current Florida Department of Education policy, implements pacing guides, and ensures secondary students are properly placed in rigorous coursework. The School agrees to implement its educational and related programs as specified in the

School's application, setting forth the School's curriculum, the instructional methods, and any distinctive instructional techniques to be used. The School further agrees that its programs shall be nonsectarian. The primary focus of the curriculum is reading and resources are to be 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 Next Generation Sunshine State Standards and/or the Common Core State Standards as indicated by current Florida Department of Education policy, and grounded in scientifically-based reading research. The School will establish incoming baseline standards of student academic achievement based on reading assessments including, but not limited to: FCAT, Florida's Assessment for Instruction in Reading (FAIR), Fluency Probes, Diagnostic Reading Assessment (DAR) and Scholastic Reading Inventory (SRI). School administers diagnostics and provides remediation, acceleration, and enrichment (GMADE, GRADE, SRI,DEA). Assessments will be administered and reported in accordance with the Sponsor's K-12 Reading Plan. The baseline data for each student will be utilized in developing an Academic Improvement Plan (AIP) and/or Progress Monitoring Plan (PMP), which will specify additional services/programs to be provided to improve the student's reading level. Options include, but are not limited to individual or small group tutorial services, scientifically-based reading programs, including READ 180, and Great Leaps reading fluency program. Each student reading on level 1 shall have two class periods per day (90 minutes) for explicit reading remediation. Baseline data will be compared to rates of academic progress of other closely comparable student populations to determine the efficiency of the School's major educational programs.

- (2) The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are set forth in the School's approved application. These accountability criteria shall be based upon the School's assessment system as listed above. The School shall be responsible for administering said tests and bearing any costs with such administration unless provided otherwise by law. Furthermore, the School agrees to administer all state assessments and progress monitoring assessments within the timeframe approved for the other public schools in Santa Rosa County.
- (3) Pursuant to the statutory requirements that the School submit an annual progress report which is inclusive, among other elements of comparative student performance data and information required by section 1002.33, (9) (K) F.S. The School agrees to utilize data provided through its participation with the Sponsor in electronic data processing systems pertaining to admission, registration, and student records.
- (4) The School agrees to allow the Sponsor reasonable access and 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, as stated in the contract, have been made.

- (5) The School shall ensure that the School is innovative and consistent with the state education goals established by section 1002.33, (9), b, Florida Statutes.
- (6) The School shall ensure that all students receive those courses necessary as part of Florida's graduation requirement and those courses mandated by law as specified in the Sponsor's Student Progression Plan.
- (7) The School shall issue students credits earned by completing academic classes and the Sponsor shall accept academic credits awarded by the School.

### PART III STUDENTS

#### A. ELIGIBLE STUDENTS

- (1) The parties agree that the School will serve the entire school district and that the School must be open to application from any Santa Rosa County student that is at-risk.
- (2) For purposes of this contract, an at-risk student shall be defined as satisfying any one of the following criteria:
  - (a) Students unable to benefit from alternative strategies at public schools.
  - (b) Students who are academically delayed as evidenced by being a minimum of one (1) year behind their peers.
  - (c) Students who are habitually truant, as evidenced by fifteen (15) or more absences during any 90-day period.
  - (d) Students who have dropped out of school and are returning to complete their education.
  - (e) Students referred by a public school principal for discipline and/or academic reasons.
  - (f) Students returning to the school district from a D.J.J. facility.
- (3) The School shall be open to any student covered by an agreement between the Sponsor and another school district.
- (4) The School further agrees that, it will work to achieve a racial/ethnic balance range served by other public schools in the district, that it will not discriminate

against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of section 1002.33, (10) (f) F.S. the Florida Education Equity Act.

- (5) The School's admissions policies shall be non-sectarian.

#### B. ENROLLMENT PROCESS

- (1) The School agrees to enroll any eligible student who submits a timely application. However if the number of applications exceeds the capacity of a program, class, grade level, or building applicants shall have an equal chance of being admitted through a random selection process.
- (2) The School may give enrollment preference to a sibling of a student enrolled in the School or to the child of any employee of the charter school.
- (3) Enrollment is subject to compliance with the provisions of section 1003.22(10)(c) F.S., concerning school entry health examinations and immunizations.
- (4) The School agrees to accept students referred by a public school principal or other administrator when the student meets any of the at-risk criteria as defined in this charter.

#### C. EXCEPTIONAL STUDENT EDUCATION

- (1) School will adhere to federal, state, and local policies and procedures as reflected in the following documents:
  - (a) The Individuals with Disabilities Act (IDEA) and its implementing regulations;
  - (b) Section 504 of the Rehabilitation Act of 1973, and the Santa Rosa County policies and procedures for section 504;
  - (c) Volume I B, Florida Statutes and State Board of Education Rules, Excerpts for Special Programs;
  - (d) Exceptional Student Education Compliance Self-Assessment: Processes and Procedures Manual;
  - (e) Santa Rosa County Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students;
  - (f) Appropriate sections of the Santa Rosa County Student Progression Plan;

- (g) Appropriate sections of the Santa Rosa County Code of Student Conduct.
- (2) School will work closely with Sponsor in planning and developing programs for exceptional students, in maintaining current knowledge related to ESE program requirements, and in adhering to ESE program compliance.
- (3) School will complete federal, state, and district reports in accordance with the timelines and specifications of Sponsor and the Department of Education.
- (4) School will notify Sponsor when any exceptional student is referred to School or when any exceptional student makes application to School; and, School will participate with Sponsor in a properly constituted Individual Education Plan (IEP) meeting to ensure that School is an appropriate placement for the exceptional student.
- (5) School will participate with Sponsor in the development of an IEP to be implemented at School if the IEP team determines that School can meet the special needs of the exceptional student.
- (6) School will notify Sponsor on the day any exceptional student is recommended for suspension; and, School will provide the appropriate notice of disciplinary action and Procedural Safeguard to the parent of any exceptional student on the day the student is suspended.
- (7) School will track the days of out-of-school suspension for any exceptional student to ensure that the cumulative days do not constitute a change of placement; and, School will notify Sponsor when any exceptional student accumulates 9 days in a school year.
- (8) The School will assist the Sponsor in any legal or quasi-legal activity connected with an ESE Student attending or admitted to the School, such as a due process hearing request or formal complaint.

#### D. DISCIPLINE

- (1) The School agrees to maintain a safe learning environment at all times. The School shall be guided by Florida State Law and the Sponsor's Secondary Code of Conduct.
- (2) Any of the major infractions in the Sponsor's Code of Conduct requiring formal consequences may lead to dismissal of the student by the School.

- (3) Any of the offenses in the Sponsor's Code of Conduct requiring severe consequences (zero tolerance) shall require a recommendation for expulsion and referral to the appropriate law enforcement agency.
- (4) The School agrees to comply with the Federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety, and welfare of students.
- (5) The School agrees to utilize the Sponsor's system for discipline data entry and to Enter all incident information in a timely manner.

#### E. STUDENT RECORDS

- (1) The School will ensure that all student records are kept confidential as required by applicable law.
- (2) The School agrees to report its student enrollment to the Sponsor as required by section 1011.62 F.S., and in accordance with the definitions in section 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 Santa Rosa County Schools. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for any errors or omissions.
- (3) The Sponsor agrees to utilize its existing automated reporting system to input data required for various reports required by the Department of Education. The School agrees to provide the necessary data required for input in a format acceptable for transmission to Tallahassee. The data elements shall include, but may not be limited to the following:
  - (a) Demographic information
  - (b) ESE data
  - (c) Grade Level Assignments
  - (d) Required health information
  - (e) Required Discipline Codes/Incident Data
  - (f) Daily Attendance

- (g) Transportation
  - (h) Student Schedules
  - (i) Teacher Demographics
  - (j) Master Schedule
  - (k) ESOL/Migrant Codes
  - (l) Grades/grading period/grading scale
  - (m) ERW (Entry, Reentry, Withdrawal) information
  - (n) Test Scores
  - (o) Transcripts
  - (p) Student Lunch Information as required
- (4) The Sponsor agrees to timely process and submits all documentation prepared by the School and necessary for the School's competition for grants or other monetary awards.
  - (5) Based on the assumption that at some point in their academic careers most of the students involved in the School will return to the traditional public school system, the School will use a records and grades procedure that is consistent with the Sponsor's current records and grades procedure.
  - (6) The School will maintain both active and archival records for current and former students in accordance with Florida Statutes.
  - (7) All permanent (Category A) records of students leaving the School, whether by graduation, transfer to the traditional public school system, or withdrawal to attend another school, will be transferred to the Sponsor's MIS Department.
  - (8) Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the traditional Santa Rosa County Public School System or to another school system. The School may retain copies of the departing student's records created during the student's attendance at the School. For auditing purposes, the School should retain a copy if the student is transferring out of the district.
  - (9) An annual report from the School will be transmitted to the Sponsor's MIS Department, listing 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. This report shall be transmitted each year prior to July 1.

#### PART IV FINANCIAL ACCOUNTABILITY

##### A. REVENUE

- (1) The Sponsor agrees to fund the School for the students enrolled as if they are in basic programs or a special program in a school in the Sponsor's district. The basis of the funding shall be the sum of the Sponsor's operating fund from the Florida Education Finance Program (FEFP) as provided in section 1011.62, F.S., 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 (WFTE) in the Sponsor's district, multiplied by the WFTE of the School. For the entire term of this contract, funding for the School shall be guaranteed to be for no less than one hundred (100) WFTE per school year.
- (2) In the event that a student is referred by a public school principal or other administrator, the Sponsor agrees to pay the School for services on a daily basis equal to the total annual funding the district receives for the student, divided by 180 days, multiplied by the number of days the student is enrolled at the School. The School shall invoice the district on a monthly basis for such students.
- (3) The School agrees that it will submit to the Sponsor in a timely manner, the information specified in section 1011.62, F.S.
- (4) 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.
- (5) Total funding for the School shall be recalculated during the year to reflect the revised calculation under the 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.
- (6) In any program or services provided by the Sponsor which are funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation for the School, to provide the School with federal funds received by the Sponsor's district if the same level of services is provided by the School, provided that federal law or regulation does not prohibit this transfer.
- (7) Should the Sponsor receive notice of an FTE funding adjustment, which is attributable to substantial noncompliance by the School, the Sponsor shall

deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of the contract where no further payments are due the School, the Sponsor shall provide prompt notice to the School and request reimbursement with thirty (30) working days.

#### B. REPORTING OF STUDENTS

The School agrees to report its student enrollment to the Sponsor as provided in section 1011.62, F.S., and in accordance with the definitions in section 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.

#### C. FACILITIES

- (1) The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to section 1013.37 F.S., or with applicable state minimum building codes pursuant to 1013.371, and 1013.38 F.S., and state minimum fire protection codes pursuant to section 1013.12 F.S., as adopted by the authority in whose jurisdiction the facility is located.
- (2) The parties agree that the location of the School will not conflict with general desegregation orders.
- (3) The Sponsor shall provide proof of the appropriate facility certification, including all certificates that are required by the applicable building code.
- (4) In the event the School is dissolved or is otherwise terminated, all of the Sponsor's property and improvement, furnishings, and equipment purchased with public funds shall revert to ownership of the Sponsor.

#### D. TRANSPORTATION

- (1) The School agrees to provide for transportation of the School's students consistent with the requirements of 1002.33(20)(c) F.S. and 1006.21 F.S. The School further agrees to ensure that transportation is not a barrier to equal access for all students residing in Santa Rosa County, Florida.
- (2) The School agrees to abide by the Bus Rules of Conduct as established in the Sponsor's Code of Conduct.

#### E. ADMINISTRATIVE MANAGEMENT

- (1) The School will provide monthly invoices to the Sponsor.
- (2) The School further agrees that it shall not charge tuition or fees, except those fees normally charged by other public schools.
- (3) The parties agree that the School shall invoice the Sponsor monthly for one-twelfth (1/12) of the available funds due the School as defined I Part IV. Financial Accountability – Section A. The Sponsor 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 Sponsor, the Sponsor shall have to pay the School, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.
- (4) The Sponsor shall withhold 5% from public revenues generated by the School for administrative costs. The Sponsor shall provide certain administrative and educational services to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student educational administration, fingerprint checks for School employees, substitute teacher lists, test administration, process of teacher's certification data, and information services.
- (5) The School shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida School, as a means of codifying all transactions pertaining to its operations. Federal, state, and local funds shall be maintained according to applicable mandates and practices, i.e. separate funds and bank accounts for federal and state/local.
- (6) The Sponsor may distribute funds to the School for up to 3 months based on the projected full-time equivalent student membership of the school. Thereafter, the results of the full-time equivalent student membership surveys must be used in adjusting the amount of funds distributed monthly to the school for the remainder of the year as defined in Part IV, Financial Accountability – Section A. If a warrant for payment is not issued within 30 working days after receipt of an invoice from the school, the Sponsor shall pay the School, in additional to the amount of the scheduled disbursement, interest at a 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 warrant is issued.
- (7) The School agrees to submit and pay for an annual audit in compliance with federal, state, and school district regulations showing all revenues received, from all sources and all expenditures for services rendered. The audit shall be conducted by an independent auditor selected by the School. The School further agrees to provide the Sponsor with a copy of such an audit immediately upon its receipt, as well as any response to the auditor's findings. The Sponsor reserves

the right to perform additional audits as part of the Sponsor's financial monitoring responsibilities as it deems necessary. The Sponsor will notify the School of this procedure in a timely manner.

- (8) The School will provide a monthly financial report to the Sponsor to be delivered to the Sponsor no later than thirty (30) days after the end of the month. The financial report is a cumulative report, and the last report will constitute the annual report. The report shall include revenue and expenditure information in detail commensurate with the original budget. As such, it shall have individual columns for:

- (a) the budget
- (b) revenues or expenditures, month-to-date
- (c) revenues or expenditures, year-to-date
- (d) the budget balance (excess or deficiency of budgeted to actual)

- (9) The parties agree that the Sponsor, with notice, may request at any time and at least four (4) times a year, and the School shall provide reports on School operations and student performance.

- (10) The Sponsor will charge the School for other services agreed upon by the parties or provided by the Sponsor with reasonable notice at the following rate:

*hourly rate + benefits of the Sponsor's personnel performing the service x number of actual hours beyond services that are regularly regarded as district level administrative services.*

The Sponsor will invoice the School monthly for these services. 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 daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

- (11) The Sponsor agrees to support the School in its efforts to secure capital outlay funds that are or may be made available by the State of Florida or the Federal Government or any other entities.
- (12) The Sponsor and School agree that the School may enter into a Contract for Services Agreement with BTR, Inc., doing business as The Rader Group for management services that may include but shall not be limited to (a) contract compliance reviews, (b) fiscal management services (c) curriculum services (d)

human resources services, (e) training and mentoring the School director, and (f) exceptional student services.

#### PART V GOVERNANCE STRUCTURE

- (1) Pursuant to section 1002.33, F.S., the School is organized as a non-profit organization.
- (2) The School will have a Board of Directors that is a diverse, grass-roots, broad based coalition of parents/guardians, educators, community advocates, academics, and professionals. Board members will possess special skills, talents, and expertise that will support the educational and moral development of the School Students. The Board composition will be consistent with the approved charter.
- (3) The Board will define and refine policies regarding educational philosophy, and oversee assessment and accountability to assure that the School's student performance standards are met or exceeded.
- (4) The Board of Directors, in consultation with School staff, will be responsible for the over-all management of the school, to include creating/adjusting the curriculum and developing an annual budget.
- (5) No members of the School's Board of Directors, in their roles as members of the Board, will receive financial benefit from the School's operations. This provision shall not be construed to prohibit the compensation to be paid to members of the Board for services provided in their capacity as an employee of the School.
- (6) In addition, a volunteer Advisory Committee, with parent representation, shall be established to enhance the mission of the School, and to assure that the School created ultimately meets the needs of the children it is being developed to serve. The Committee will participate in fundamental advisory roles, by providing ideas and commentaries regarding the development and administration of the School.
- (7) The Board of Directors shall be fingerprinted at the School's expense in a manner similar to that as provided in 1012.32 F.S.
- (8) Board of Directors shall participate in Charter School Governance Training provided by an approved trainer in accordance with Rule 6A-6.0784, FAC which must include government in the sunshine, conflicts of interests, ethics and financial responsibility.

## PART VI HUMAN RESOURCES

### A. EMPLOYMENT

- (1) The parties to this Contract agree that the School shall select its own employees. Employees shall be private employees of the Charter School.
- (2) The School agrees that its employment practices shall be non-sectarian and non discriminatory.
- (3) Pursuant to section 1012.01 and 1012.32 F.S., it is further agreed that the School, may not employ an individual to provide instructional services if the individual's certificate or licensure as an educator is suspended or revoked by this or any other state. School employs no teachers designated in need of improvement.
- (4) The School agrees to disclose to the parents and the Sponsor the qualifications of its teachers.
- (5) The School agrees to fingerprint all employees as required by section 1012.32(2)(a) F.S.. In addition non-instructional School employees or contractual personnel 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 school funds must meet level two (2) screening requirements. Contractual personnel shall include any vendor, individual, or entity under contract with the School.
- (6) The School shall not violate the anti-discrimination provisions of section 1000.05 F.S., the Florida Education Equity Act.
- (7) The School expressly reserves the right to discharge employees "at-will" but without being in violation of the laws of the State of Florida and the United States. The School must assure thorough, consistent, and even-handed termination procedures. Terminated employees are entitled to receive all earned pay by the next regular pay period.
- (8) School ensures performance appraisals of instructional personnel are primarily based (more than 50 percent) on student achievement. School ensures IPDPs for teachers of targeted subgroups not making AYP and includes mentoring or coaching by a highly effective teacher or consultant.
- (10) School ensures the performance appraisal of principal includes student achievement goals related to school improvement. School participates in school performance appraisal process at the school, ensures the performance appraisal process is implemented with fidelity, and provides pay for performance system based on performance appraisals.

- (11) School Professional Development Plan aligns with state professional development protocol standards.
- (12) School participates in the development and implementation of an Instructional and administrative performance pay plan as prescribed by Florida law.

#### B. PRIVATE EMPLOYER

The School has elected to be a private employer.

#### PART VII INSURANCE

- (1) 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 agreement (b) the School's material breach of this agreement or law; (c) any failure by the School to pay its suppliers or any subcontractors; (d) the failure of the School's officers, directors, or employees to comply with all laws, statutes, ordinances, and regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of the educational services provided in this agreement. 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 directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors, and suppliers. The duty to indemnify for professional liability as insured by the School Leader's Errors and Omissions policy described in this Contract will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader's Errors and Omissions three year limitation on post-termination or professional liability impair the Sponsor's claim 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. In addition, the School shall indemnify, defend, and protect and hold the Sponsor, harmless against all claims and actions brought against the Sponsor by reason of any actual; or alleged infringement of patent or other proprietary rights in any material, process, machine, or appliance used by the School.

- (2) To the extent provided by law, the Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor with 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 agreement; (b) the Sponsor's material breach of this agreement or law; (c) any failure by the Sponsor to pay its suppliers or any subcontractors. Notwithstanding anything to the contrary contained herein, the Sponsor does not hereby waive any of its sovereign immunity and any obligation of the Sponsor to indemnify, defend or hold harmless the School 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 F.S..
- (3) 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 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 the Third Party Claim for the amount and the risk and expense of the School or Sponsor which they agree to assume. The School or 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.

#### Evidence of Insurance

The School shall provide evidence of insurance required by this agreement in the following manner:

- (1) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor with fully completed certificates of insurance signed by an authorized representative of the insurer.
- (2) The evidence of insurance shall provide that the Sponsor shall be given no less than sixty (60) days notice prior to cancellation.
- (3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of this contract.

Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

- (1) Be (i) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (ii) an eligible surplus lines insurer under Florida Statutes. In addition, the insurance must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- (2) If during this period when an insurer is providing the insurance as required by this agreement, 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 provided by the insurer with an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

Without limitation of any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this contract. Except as otherwise specified in this Contract, the insurance shall remain in effect until this contract is terminated.

#### Commercial General Liability Insurance

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

- (1) The School's insurance shall cover the School for those sources of liability (including, but not by way of limitations, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- (2) The minimum limits to be maintained by the School (inclusive of any amounts provide by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) annual aggregate.
- (3) 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-insurance retention. The coverage for Property Damage Liability may be subject to a maximum deductible for one thousand dollars (\$1,000) per occurrence.

- (4) The School shall include the Sponsors and its members, officers, and employees as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured – Owners, Lessees, or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees, and agents as additional insured as their interest may appear."

#### Automobile Liability Insurance

The Automobile Liability Insurance provided by the School shall conform to the following requirements:

- (1) 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.
- (2) Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.
- (3) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, two million dollars (\$2,000,000) annual aggregate.

#### Workers' Compensation/Employers' Liability

The workers' compensation/employers' liability insurance provided by the School shall conform to the following requirements:

- (1) The School's insurance shall cover the School (and to the extent its subcontractors and its 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 Florida Workers'

Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

- (2) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) annual aggregate.

#### School Leader's Errors and Omissions Insurance

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

- (1) The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Insurance such as School Leader's Errors and Omissions Insurance Policies offered by the National Union Fire Insurance Company of Pennsylvania, arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification which is part of this Contract.
- (2) The insurance shall be subject to a maximum deductible not to exceed twenty-five thousand dollars (\$25,000) per claim.
- (3) If on a claim made basis, the school shall maintain, without interruption, the Professional Liability Insurance until three years after the termination of this Contract.
- (4) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/two million dollars (\$2,000,000) annual aggregate.
- (5) If the School Leader's Errors and Omissions Liability Insurance required hereby is not reasonably commercially available the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof with the same minimum limits of coverage as set forth above. If this insurance is on a claims made basis, the School shall maintain, without interruption the insurance until three (3) years after the termination of this contract.

#### Property Insurance

The School shall maintain hazard insurance on its own property during the terms of this agreement. Applicable to all Coverages

- (1) The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Board or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the school.
- (2) Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.
- (3) Compliance with the insurance requirement of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Board or others. Any remedy provided to the Board 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 Contract or otherwise.
- (4) The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Contract does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
- (5) Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Contract.
- (6) The School shall be in default of this Contract for failure to maintain such insurance as required by this Contract.

#### PART VIII MISCELLANEOUS

- (1) Neither party shall be in default of this Contract, if the performance of any or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- (2) This Contract shall constitute the full, entire, and complete agreement between the parties. All prior contracts, representatives, understandings, and agreements are superseded and replaced by this contract. This Contract may be modified only through the voluntary, mutual consent of the parties.
- (3) This Contract shall not be assigned by either party without 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, cooperative or corporation.

- (4) No waiver or any provision of this Contract shall be deemed or shall constitute a waiver of any other provision unless expressly stated.
- (5) All representations and warranties made herein shall survive termination of this Contract.
- (6) If any provision or any part of this Contract is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract and all such provisions shall remain in full force and effect.
- (7) This Contract 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.
- (8) This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida.
- (9) Every notice, approval, consent or other communication authorized or required in this Contract shall not be effective unless same shall be in writing and sent postage prepaid by U.S. mail, direct to the other party as its address hereinafter provided or such other address as either party may designate by notice from time to time.

The Learning Academy, Inc. 5880 N. Stewart St. Milton, FL 32570	The Santa Rosa County School Board 5086 Canal Street Milton, Florida 32570
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- (10) The School and the Sponsor represent that they have been represented in connection with the negotiation and execution of this Contract and they are satisfied with the representation.
- (11) The headings in this Contract are for convenience and reference only and in no way define, limit or describe the scope of the Contract and shall not be considered in the interpretation of the Contract.
- (12) This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute on Contract.
- (13) Each of the persons executing this Contract has the full power and authority to execute the contract on behalf of the party for which he or she signs.

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

**THE LEARNING ACADEMY, INC.**

\_\_\_\_\_  
Jo Henderson, Secretary

\_\_\_\_\_  
James P. Killingsworth, Chairman

**THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**

\_\_\_\_\_  
Tim Wyrosdick, Superintendent

\_\_\_\_\_  
Diane Coleman, School Board Chairperson