

THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA

THIS CHARTER entered into as of the 12th day of December, 2013 by and between
THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA, a body
corporate operating and existing under the Laws of the State of Florida

and

THE LEARNING ACADEMY, Inc.

5880 N. Stewart Street

Milton, Florida 32570

a non-profit organization

Definitions

Definitions. The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this charter entered into between the School and the Sponsor.

County shall mean Santa Rosa County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

School shall mean The Learning Academy, Inc.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

- A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this contract. In the event of any conflict between the application and any other provision of this Charter, the Charter provision shall control.
- B. Term of Charter.
1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.
 2. Term. The term of this Charter shall be 10 years commencing on July 1, 2014 and ending on June 30, 2024 unless sooner terminated as provided herein. The term shall be automatically extended on a month-to-month basis until: (a) notice of non-renewal has been provided by the Sponsor ninety (90) or more days prior to a vote to non-renew has been taken by the Sponsor; or (b) the parties have completed negotiation of and approved a renewed charter. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the Department of Education, pursuant to Section 1002.33(6)(h), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.
 3. Start-Up Date. For the first year of this Charter the School shall begin classes on the same day as the Sponsor or at such other time as otherwise agreed to by the Parties. The school cannot open absent submission of all required Pre-Opening documents as specified in Section 12 of this contract. In the event that the School has not submitted all Pre-Opening documents the School shall be afforded the opportunity to take one (1) planning year. The planning year does not extend the term of this Contract.
 4. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as

provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

5. Charter Renewal. This Charter may be renewed as provided for in Section 1002.33, or 1002.331, Florida statutes. A Sponsor may not require a charter school to waive the provisions of s. 1002.331 or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with w. 1002.331(2) as a condition of approval or renewal of a charter.

C. Education Program and Curriculum

1. Any material change to the education program and/or curriculum as described in the approved application requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research.
4. The School shall adopt the District's plan for Limited English Proficient Students, or implement an alternate District approved plan. If applicable, the School's plan for Limited English Proficient Students is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved application or otherwise described in this Charter.

D. Renewal/Non-Renewal/ Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth

in Section 1002.33(8), Florida Statutes.

- i. Failure to participate in the state's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
- ii. Failure to meet generally accepted standards of fiscal management.
- iii. Violation of law.
- iv. Other good cause shown, which shall include any of the following:
 - a. Failure to cure a material breach of any term and condition of this charter after written notice of noncompliance;
 - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
 - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
 - d. Failure by the School to provide the District with access to records as required by law or this Charter;
 - e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
 - f. Violation by the School of any court order pertaining to the operation of the School;
 - g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
 - h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan

and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to Section 218.503, Florida Statutes;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- k. Any final adjudication by a court with competent jurisdiction, or a determination by the Sponsor, after the School has received notice and an opportunity to be heard at a hearing, that the School or a representative of the School has perpetrated a material fraud upon the District or made a material intentional misrepresentation in the Application;
- l. Failure to comply with background screening and other requirements set forth in Section 1002.33, Florida Statutes;
- m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).
- n. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;
- o. Willfully or recklessly failing to manage public funds in accordance with the law;
- p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- q. Failure to maintain the minimum number of governing board members for more than 30 days.

3. The Sponsor may immediately terminate this charter pursuant to Section 1002.33(8)(d), Florida Statutes.

- i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorneys' fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

- ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the governing board in a publicly noticed meeting. A board resolution signed by the School's governing board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School, including supplies, furniture, and equipment, purchased with public funds will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved.
4. Final Audit: Pursuant to Section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School, and shall pay for such audit. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities and employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in Section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when the Sponsor is considering the renewal or termination of this Charter.

A. Student Performance: The School agrees to the following specific, measurable outcomes:

1. The School shall produce student academic achievement outcomes consistent with those projected in the Application or as stated in the School's School Improvement Plan, if applicable.
 - i. Student academic achievement comparisons shall include proficiency and growth on state assessments for Reading and Mathematics for the following student groups:
 1. Prior year level 1 achievement
 2. Prior year level 2 achievement
 3. Prior year level 3 and above achievement
 4. Students with disabilities
 5. English Language Learners
 - ii. The School shall provide and the Sponsor shall consider student achievement data from other assessments as included in the approved Application or other such assessments as agreed to by the School and Sponsor. The School shall provide evidence to the Sponsor of the frequency and types of assessments taken and by what class and/or grades. The Sponsor has the authority and responsibility to monitor and review the School's progress toward the goals established in the Charter.
 - iii. If the School enrolls students in Kindergarten through grade two, the School shall administer at least one assessment per grade level that is administered in District schools, at the School's expense.
 - iv. The Sponsor shall annually provide to the School the rates of

academic progress of comparable student populations in the district school system as described in A.1.i. of this Section.

2. **Methods of Measurement:** The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are set forth in the School's approved application and/or the School Improvement Plan. This accountability criterion shall be based upon the assessment systems of the School, State, and to the extent agreed upon, the District, as applicable.
3. **School Improvement Plans:** The School shall develop and implement a school Improvement plan as required by Section 1002.33(9)(n), Florida Statutes, and applicable State Board of Education rules.

B. Assessments

1. **State required assessments:** All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. **Additional Assessments:** Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law, except those developed with federal funds.
3. If an IEP, 504 Plan, and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in

the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

- C. Student Promotion/Graduation: The School's student promotion policy shall be consistent with the provisions of the Application. The School [will/will not] adopt the Sponsor's student progression plan as it may be amended for each academic year.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

After the third year of operation, secondary schools that serve students through grade 12 shall notify parents and students in writing in the student enrollment form and the Parent/Student Handbook of the School's accreditation status and the implications of non-accreditation, if applicable. This notification must also be displayed on the School's website.

- D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

- A. The School will serve students in grades six through twelve.

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.

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.

The School may provide enrollment preferences as allowed for in Section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in Section 1002.33(10)(e), Florida Statutes.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin, or disability in the admission of students.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

- B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the “community” it serves or within the racial/ethnic

range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal desegregation order, an Office of Civil Rights resolution agreement, or other federal order, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through a deadline that is annually determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to comply with this requirement may be considered good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in Section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the school will utilize.
4. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
5. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

6. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
7. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to Section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Projected Enrollment

No later than April 15th each year, the School shall provide to the Sponsor the projected enrollment for the following school year. The projected enrollment will be used by the Sponsor for planning purposes and shall not constitute a cap on the School's actual enrollment for the following school year.

F. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

G. Annual Enrollment Capacity

The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in Section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this contract, the proposed enrollment capacity for the subsequent school year.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and Section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building.

The enrollment capacity of a School that is designated as High-Performing pursuant to Section 1002.331, Florida Statutes, shall be determined by the governing board.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all students records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with Section 1002.33(10)(b), Florida Statutes.

- I. Exceptional students shall be provided with programs implemented in accordance with Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:
 1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
 2. Free appropriate public education (FAPE).
 3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, 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.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings. The Sponsor retains the right to determine whether or not to send a representative to such meetings.

4. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - (a) the due process hearing is conducted pursuant to applicable State laws and rules;
 - (b) a final decision is reached; and
 - (c) a copy of the decision is mailed to the parties.
- vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information.

- J. ESE administrative services covered by the administrative fee, pursuant to Section 1002.33(20), Florida Statutes, includes professional development related to IEP

development; access to any electronic IEP system or forms; program specialist support for individual ESE cases and overall school programming for ESE students; initial evaluation for ESE placement and re-evaluations as required by law; and other supports and services as agreed to by the School and the District.

- K. English Speakers of Other Languages: Students at the School who are of limited proficiency in English will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs). The School shall attend the District's ESOL Procedures Training(s) and comply with the ESOL Policy and Procedures and submit to the District compliance documentation.

- L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is implemented, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as residency requirements, or for violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance.

- M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student conduct consistent with the Code of Conduct in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required

by law. The School agrees that it will not engage in the corporal punishment of students. Following the adopted Code of Student Conduct, the School may refer students to other community programs, or contracted services programs in lieu of suspension from the School. Students recommended for expulsion will be referred to the Sponsor for appropriate disposition.

N. School/Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process.

Failure of a parent(s) or guardian(s) to uphold or fulfill their responsibilities under the Parent Contract would be sufficient grounds for the School to deny automatic admission to a student the following school year provided that the provisions of the Parent Contract are consistent with the School's mission and purpose and the parent/guardian had prior notice of the requirements set forth in the Parent Contract. The School shall not use the Parent Contract to discriminate or create a barrier to enrollment. The School may not accept monetary donations in lieu of volunteer hours or other parental obligations.

Section 4: Financial Accountability

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

- i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
- ii. The School agrees to report its student enrollment to the District as provided 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 District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, LEP plans, 504 plans, and any other required individual student plan. The

Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year.
- iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District'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 District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School. For the entire Term of this contract, funding for the School shall be guaranteed to be no less than one hundred (100) WFTE per school year. In the event that a student is referred by a public school Principal or other district 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.
- v. 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.

2. Millage Levy, if applicable

The District may, at its discretion, provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor.

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to

exceed the maximum rate allowed under Section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those stated above, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

B. Distribution of Funds Schedule:

1. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
2. For the first year of this Contract, monthly payments will be calculated as follows:
 - July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.
 - November through February payment will be calculated based on the October FTE survey count up to the annual enrollment capacity.
 - March through June payments will be based on actual October and actual February FTE survey counts up to the annual enrollment capacity.
 - Payments will be adjusted retroactively for prior period adjustments.
3. For the second year and following years of the Contract, monthly payments will be calculated as follows:

· July through October payment shall be based on the School's annual enrollment capacity as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

· November through February will be based on Actual October FTE survey count up to the annual enrollment capacity.

· March through June will be based on actual October and actual February FTE revenue, adjusted retroactively for prior period adjustments.

4. Late payments by the Sponsor must include interest at the rate of one percent (1%) per month calculated on a daily basis until paid.

Payment shall not be made, without penalty of interest, for students in excess of the School's annual enrollment capacity and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

5. The Sponsor shall withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

- i. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
- ii. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

6. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. The payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account specified by the School. Nothing herein shall prevent the School from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

- i. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by Section 218.39, F.S.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

C. Federal Funding

Pursuant to Section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the Sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public students in the school district.

1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided.
2. The School shall provide to the Sponsor a plan that describes how the funds will

be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request.
4. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
6. Any capital outlay item purchased with Title I funds remains the property of Title I. This property must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
8. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
9. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
10. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall

follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

D. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the Grants Management Department and the Supervisor of Charter Schools, or appropriate District staff, to facilitate District's approval for all federal and state grants.
2. Submitting a Grant Application Executive Summary Form and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

E. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive Capital Outlay funds, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

F. Restriction on Charging Tuition

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the

proposed fee schedule does not meet the requirements in this subsection, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law.

G. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting . The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than June 1, for the following fiscal year.

2. Amended Budget

Any amendments to the budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

H. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of Section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly Financial Reports

The School will submit a monthly financial statement pursuant to Section 1002.33(9), Florida Statutes and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the

month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with Section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all items purchased with public funds (including grant funds) that cost more than \$1000. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in August.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to Section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than November 1 or another date agreed to by both parties.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

A Charter School shall organize as, or be operated by, a nonprofit

organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

- vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
- 4. The School's Fiscal year shall be July 1 – June 30
- 5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the Department of Education in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
- 6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) business days after the exit interview.

I. Financial Management of School

- 1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.
- 2. The School shall adhere to any additional financial requirements mandated by the State and/or Federal laws and regulations.
- 3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
 - a. Guarantee payment for any purchases made by the School;
 - b. Guarantee payment for any debts incurred by the School;
 - c. Guarantee payment for any loans taken out by the School.
 - d. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

J. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

- A. The School shall be located at 5880 N. Stewart Street, Milton, Florida. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes fifteen (15) days prior to the School's opening. Notwithstanding the aforementioned, the opening of the School shall not be delayed if the School obtains an alternate temporary facility with the appropriate approvals. In such case, such temporary facility may be used by the School until such time the permanent facility is ready to use. If the School does not have the appropriate certification fifteen (15) days prior to the opening of the School, then the School may request from the Sponsor a delay in its opening. The request must include a plan demonstrating that the School will provide the minimum number of hours and minutes of instruction as required by Florida law. The Sponsor shall consider the request but is not required to approve. If the request is not approved, the School shall not be permitted to open until the following school year. The School may not change sites or facilities during the school year, without the prior written consent of the Sponsor.
- B. The School shall use facilities that comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to Florida Statutes or the School shall utilize facilities that comply with the Florida Building Code, pursuant to chapter 553, except for the State Requirements for Educational Facilities, and shall also utilize facilities that comply with the Florida Fire Prevention Code, pursuant to chapter 533, as adopted by the authority in whose jurisdiction the facility is located. The School shall provide the District with a list of the facilities to be used and their location. The

School agrees to periodic health and safety inspections conducted by District safety staff.

- C. In the event the School is dissolved or is otherwise terminated, all of the School's property and improvements, furnishings, and equipment, subject to settlement of any outstanding liens or encumbrances, purchased with public funds, in part or in whole, or surplus property obtained from the District shall be peacefully delivered to the District and automatically revert to full ownership by the District, or such ownership as required by law.
- D. If the School is a Conversion School pursuant to Section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities in the same manner as its other public schools within the District.

Section 6: Transportation

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, Section 1012.45 and Section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents.
- B. Reasonable Distance : The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within Santa Rosa County.
- C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to provide its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest.

Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with Florida Statutes and the federal requirements for free and reduced meal service.

Section 8: Insurance & Indemnification

- A. The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$1,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
 2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor no later than fifteen (15) calendar days prior to the opening of School, evidence of business personal property insurance, to include furniture, fixtures, equipment, and machinery used in the School.
- C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

- D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond/Crime Coverage the school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.
- G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. The School agrees to indemnify and hold harmless 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 members, officers, or employees or other agents in connection with and arising out of any 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 suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District 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, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. *Applicable to All Coverages The School Procures:*

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

2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.

3. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, 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 the Contract or otherwise.

4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.

5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.

6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather than having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless 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 District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Section 8(H) above, the District does not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Section 8(H) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such

claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a “third-party claim”) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the 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 Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. 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.

K. Notice of Claims

1. Time to Submit

As evidence of compliance with the insurance required by this contract, the School shall furnish the District with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage by July 15 before the initial opening day of classes.

2. Notice of Cancellation

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

3. Renewal/Replacement

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District 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.

Section 9: Governance

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall

constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers, agents, and employees of the School and to see that their duties are properly performed.

The governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, charter school employee, or individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the charter school's website if a website is maintained by the school.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by Section 1002.33, Florida Statutes, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

- B. The School shall be organized as a Florida not-for-profit organization.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which the Governing Board are appointed and removed and the election of officers. This Governing Board will develop and implement policies regarding

educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida Charter School Statute, F.S. 1002.33.
2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
3. Within 30 days of appointment to the Governing Board, the members shall be fingerprinted pursuant to Section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or governing board member. The School agrees to dismiss governing board members whose fingerprint check results warrant disqualification under the Statute.
4. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to Section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
6. The Governing Board shall perform the duties set forth in Section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
7. The Governing Board shall not be involved in day-to-day operation of the School including supervision of teachers, support, and contractual staff.
8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of Sections 112.313(2),(3),(7) and (12) and Section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.
9. Any change in governing board membership must be reported to Sponsor in writing within 2 business days of the changes.

- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be operating or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor. The Sponsor acknowledges that the School has a contract with BTR, Inc., doing business as The Rader Group for management services. The Rader Group shall continue to provide management services for the School during the Term of this Charter Contract. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under Section 218.39, Florida Statutes.
 3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services.
 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
 5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 6. A copy of any changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution.

- F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. The School shall select its own personnel.
- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. The School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in Section 1002.33(7)(a)18., Florida Statutes.
- G. The School may not knowingly employ an individual who has resigned from a school or 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 or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District and to parents, prior to the opening of school, the qualifications and assignments of all staff members. Changes will be provided to the District at the end of each grading period.
- I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to Section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. Each Governing

Board member's fingerprints shall be taken and processed within one month of the effective date of this Charter and thereafter each subsequent member of the Governing Board shall have his fingerprints taken and processed within one month of his appointment. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, Sections 1012.32, 1012.465 and 1012.467, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 12: Required Reports/Documents

A. Pre-Opening

1. Policies and Procedures Manual
2. List of members of the Governing Board and Principal
3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the charter.
 - c. List of current staff members including certifications and teaching assignments for teachers.
 - d. Documentation of fingerprinting of all staff and Governing Board members.
 - e. Student Code of Conduct

- f. Updated list of currently registered students.
- g. Contract for transportation rates and services or transportation plan.
- h. Letter specifying that the School will adopt/not adopt the district reading plan.
- i. Tentative dates and times of the meetings of the Governing Board for the first year.
- j. Crisis Response Plan.
- k. Dismissal policies and procedures.
- l. School's parental contract

B. Monthly

- 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to Section 1002.331, F.S.)
- 2. Governing Board meeting agenda and minutes

C. Annual

- 1. Annual Student Achievement Report
- 2. Annual Financial Audit
- 3. Program Cost Report
- 4. Annual Inventory Report [capital purchases with public funds]
- 5. Policies and Procedures of the school [if materially revised]
- 6. School based Student Code of Conduct [if materially revised]
- 7. Dismissal Policies and Procedures [if materially revised]
- 8. Crisis Response Plan [if materially revised]
- 9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal
 11. School's Parental Contract [if materially revised]
 12. Projected Enrollment [for subsequent school year]
 13. Capacity [for subsequent school year]
 14. School Calendar [for subsequent school year] if different than the District
 15. Evidence of Insurance
 16. Management Organization Agreement [if materially revised]
- D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken or is being considered against the School, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Miscellaneous Provisions

A. Impossibility

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

B. Drug Free Workplace: The School shall be a workplace free of drugs.

C. Entire Agreement

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

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent, such consent not to be unreasonably withheld.

E. No Waiver

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

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.
Severability

H. If any provision or any part of this Charter 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 Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

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

Santa Rosa County School District

David Johnson, Director of School Improvement and Alternative Education
6751 Berryhill Street
Milton, FL 32570
850-983-5066
JohnsonD@mail.santarosa.k12.fl.us

THE LEARNING ACADEMY, Inc.

Ray Sansom
5880 N. Stewart Street
Milton, Florida 32570
850-983-3495
rsansom@rader-inc.com

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

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict/Dispute Resolution

Subject to the applicable provisions of §1002.33, F.S., as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with §1002.33(8)(d), F.S. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by §1002.33, F.S., shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- 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.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the Florida Department of Education or those additional remedies set forth in §1002.33(6)(h), F.S.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the School and its Governing Board, as provided by Florida law.

If the Sponsor subsequently amends any agreed-upon Sponsor policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon.

Notwithstanding the provision above, the School agrees that it will abide by the following Sponsor policies, including any future revisions, without the need to amend this Charter.

1. Special Programs and Procedures (SP&P)

2. XXXXXX

The Governing Board may decide, upon a properly conducted vote at a publicly noticed meeting, to adopt its own policy in lieu of the Sponsor policies above, so long as the new policy conforms to all applicable laws and rules. The Governing Board shall provide notice to the Sponsor within 15 days that it has adopted its own policy and shall provide a copy of the policy.

O. Interpretation

The headings in the Charter 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 Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

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

THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA

Tim Wyrosdick, Superintendent

Diane Coleman, School Board Chairperson

THE LEARNING ACADEMY, INC.

Jo Henderson, Secretary

James P. Killingsworth, Chairman