
CHARTER SCHOOL CONTRACT

BETWEEN

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

AND

**UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA,
INC.
D/B/A
CAPSTONE ACADEMY**

Effective Date: JULY 1, 2014

**UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC.
D/B/A
CAPSTONE ACADEMY**

CONTRACT

Contents

	<u>Page</u>
ARTICLE 1.0: GENERAL PROVISIONS	
1.1 Recitals.....	1
1.2 Application.....	1
1.3 Term.....	1
1.4 Modifications	2
1.5 Non-Renewal	2
1.6 Termination.....	3
1.7 Statutory Requirements.....	4
1.8 Dispute Resolution.....	4
1.9 Default.....	5
ARTICLE 2.0: STUDENTS	
2.1 Community	5
2.2 Racial/Ethnic Balance.....	5
2.3 Non-Discrimination	5
2.4 Non-Sectarian	5
2.5 Students with Disabilities	6
2.6 Enrollment Process	8
2.7 Enrollment, Health, Safety & Welfare.....	8
2.8 Discipline	8
2.9 Number of Students and Grades Served	8
2.10 Records	8
2.11 Default.....	8
ARTICLE 3.0: ACADEMIC ACCOUNTABILITY	
3.1 Educational Programs and Goals	9
3.2 Outcome Measurement	9
3.3 Student Assessment	10
3.4 Records and Grading Procedures.....	11
3.5 Progress Monitoring.....	12
3.6 Default.....	12
ARTICLE 4.0: FINANCIAL ACCOUNTABILITY	
4.1 Revenue.....	13
4.2 Cost Accounting.....	13
4.3 Categorical Funding.....	13
4.4 Funding, Calculation Revisions	13

4.5	Federal Funding	14
4.6	Funding Adjustment for Non-Compliance	14
4.7	Annual Audit.....	15
4.8	Fiscal Monitoring.....	16
4.9	Title I Compliance	17
4.10	Reversion Upon Termination.....	17
4.11	Fiscal Year	18
4.12	Default.....	18

ARTICLE 5.0. ADMINISTRATIVE MANAGEMENT

5.1	Proof of Start-Up Funding	18
5.2	Tuition or Fees	18
5.3	Reporting of Students	18
5.4	School Food Service	19
5.5	Facilities	21
5.6	Human Resources	21
5.7	Transportation	23
5.8	Additional BOARD Services	23
5.9	Technology.....	23
5.10	Default	23

ARTICLE 6.0: INDEMNIFICATION AND INSURANCE

6.1	Indemnification of BOARD	23
6.2	Indemnification of School.....	24
6.3	Sovereign Immunity.....	24
6.4	Notice of Claims	25
6.5	Evidence of Insurance	25
6.6	Acceptable Insurers	25
6.7	Commercial General Liability Insurance	26
6.8	Automobile Liability Insurance	27
6.9	Workers' Compensation/Employers' Liability	27
6.10	Property Insurance	28
6.11	Applicable to all Coverages	28
6.12	Default.....	28

ARTICLE 7.0: GOVERNANCE STRUCTURE

7.1	Not-for-Profit Corporation.....	29
7.2	Governing Body	29
7.3	Selection of Directors/Officers	29
7.4	Duties of Directors	29
7.5	Public Meetings/Minutes	29
7.6	School Administrator/Principal	29
7.7	Conflict of Interest	30
7.8	Code of Ethics.....	30
7.9	Default.....	30

ARTICLE 8.0: MISCELLANEOUS

8.1 Titles30
8.2 Interference with Performance.....30
8.3 Entire Agreement.....30
8.4 Assignment31
8.5 Waiver.....31
8.6 Warranties31
8.7 Partial Invalidity.....31
8.8 Third-Party Beneficiary.....31
8.9 Applicable Law; Venue31
8.10 Notices31
8.11 Legal Representation.....31
8.12 Law, Rule or Regulation, as Amended31
8.13 Counterparts32
8.14 Authorization32
8.15 Controlling Authority32
8.16 Periodic Reports32

SIGNATURES33

ADDENDUM

Certification of Debarment Addendum 1
TechnologyAddendum 2
Enrollment ProjectionsAddendum 3
Transportation Requirements Addendum 4
Food Management Agreement.....Addendum 5

**UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC.
D/B/A
CAPSTONE ACADEMY**

CONTRACT

THIS CHARTER SCHOOL CONTRACT ("Charter"), is entered into this 1st day of May, 2014, to become effective July 1, 2014, between The School Board of Santa Rosa County, Florida, a body corporate operating and existing under the Laws of the State of Florida [hereinafter referred to as the "BOARD"], and United Cerebral Palsy of Northwest Florida, Inc., d/b/a Capstone Academy, a Florida corporation not-for-profit [hereinafter referred to as the "School"].

WHEREAS, the BOARD has the authority pursuant to §1002.33, Florida Statutes, to grant to a non-profit organization a charter to operate a charter school within the School District; and

WHEREAS, the School is a Florida corporation not-for-profit and desires to operate a charter school within the BOARD's School District for the purposes set forth in the School's charter school application as The United Cerebral Palsy of Northwest Florida, Inc. Charter School Application which is incorporated herein by reference. A copy of the application is on file in the Department of Alternative Education.

WHEREAS, the School is approved by the BOARD to provide the full educational programs and services for a school for the specific student body of the School in accordance with the terms of a charter school contract; and

WHEREAS, it is the intent of the parties that this Charter shall serve as the Charter for the operation of the School within the meaning of §1002.33(7), *Fla. Stat.*

NOW, THEREFORE, in consideration of the mutual promises, and covenants herein set forth, the BOARD and the School agree as follows:

ARTICLE 1.0-GENERAL PROVISIONS

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

1.2 Application. In the case of any irreconcilable conflict between the terms of this contract and the terms of The United Cerebral Palsy of Northwest Florida, Inc. Charter School Application, the terms of this contract shall prevail.

1.3 Term and Effective Date: This Charter shall be in effective July 1, 2014 through June 30, 2019.

1.3.1 Annual Review and Revision: The parties shall review this Charter annually according to the July 1- June 30 fiscal year and make any necessary amendments or revisions by mutual written agreement to be approved prior to July 1 each year. If it is determined after the annual review that no revisions are necessary, the parties shall execute a simple declaration so stating, also to be approved prior to July 1 each year. Such declaration shall be appended to the original contract and made a part thereof. Nothing in this provision should be construed to prohibit the parties from negotiating amendments during the remainder of the fiscal year as circumstances warrant.

1.3.2 Calendar: The start-up of each school year shall be consistent with the beginning of the Santa Rosa County public school calendar or a mutually agreed upon school calendar.

1.3.3 School Site and Facility Approval: The School shall be located at 5308 Stewart Street in Milton, FL, Santa Rosa County in a facility that complies with all applicable building and fire codes. The School shall immediately notify the Board in the event that such occupancy permits are revoked. The School shall immediately notify the Board and Office of Alternative Academics if during the term of this charter, the School intends to relocate its facility, the School will give the BOARD at least ninety (90) days advance notice in writing. For any relocation, the School shall have obtained final facility approval for occupancy no later than ten school days prior to the time of beginning classes at the new site.

1.3.4 Renewal: After the initial term of this charter set forth in 1.3 above, this Charter may be renewed by mutual written agreement of the parties pursuant to Florida law.

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

1.5 Non-Renewal. At the end of the term of the Charter, the BOARD may choose not to renew the School's Charter for any of the following reasons:

- (a) A failure by the School to meet the requirements for student performance stated in this Charter;
- (b) A failure by the School to meet generally accepted standards of fiscal management;
- (c) A violation of law by the School;

(d) Failure of the School to timely meet or satisfy the financial, academic, and safety/security standards established by this Charter shall be treated as I indicators of the School's success or failure in adhering to its guiding principles and/or in fulfilling its stated purposes; or

(e) Any other good cause.

1.6 Termination:

1.6.1 Grounds: During the term of the Charter, the BOARD may terminate the Charter for any of the grounds listed in 1.5 (a)-(e) above. This Charter may be terminated immediately if the BOARD determines that good cause has been shown or if the health, safety or welfare of the students is threatened. The BOARD may assume the operation of the School under these circumstances for a period of time as determined solely and exclusively by the BOARD.

1.6.2 Notice from BOARD; Appeal: Except when terminated immediately pursuant to paragraph 1.6.1 above, the BOARD shall provide written notification to the School of a proposed renewal or termination of this Charter at least 90 days prior to the proposed action. The notice shall state in reasonable detail the grounds for the proposed action and provide that the School's Governing Body may, within 14 calendar days of receiving the notice, request an informal hearing before the BOARD. The BOARD shall conduct the informal hearing within 30 days of receiving a written request from the School's Governing Body. The School's Governing Body may, within 14 days after receiving the BOARD's decision to either terminate or to not renew the Charter, appeal the decision to the State Board of Education pursuant to the procedure established in §1002.33(6) and (8), *Fla. Stat.*

1.6.3 Notice from School: The School shall notify the BOARD in writing at least 90 days prior to the expiration of the Charter as to the School's intent to apply for renewal or not.

1.6.4 Records: Upon termination or expiration of this Charter, the School agrees upon request to deliver all School records and student records to the BOARD's Financial Department or other appropriate department(s) immediately and without delay.

1.6.5 Debts: If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The BOARD shall not assume the debt from any contract for services made between the Governing Body of the School and third parties, except for a debt that is previously detailed and agreed-upon by both the BOARD and the Governing Body of the School.

1.7 Statutory Requirements: The School will comply with §1002.33, *Fla. Stat.*, pertaining to charter schools; Chapter 119, *Fla. Stat.*, pertaining to public records; §286.011 *Fla. Stat.*, pertaining to public meetings; and all applicable Federal, State and local laws pertaining to civil rights and student health, safety and welfare.

1.8 Dispute Resolution: Subject to the applicable provisions of §1002.33, *Fla. Stat.*, 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:

- (a) 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.
- (b) 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.
- (c) If the representatives are unable to reach agreement, they will jointly agree upon a mediator, who will meet with the parties separately and/or together to assist them in resolving the problem. Costs of mediation shall be shared equally by the parties.
- (d) 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.
- (e) If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies.

1.9 Default: The parties agree that the School's failure or refusal to fully and timely satisfy one or more of the terms and conditions of this Article 1.0 shall constitute good cause for the termination/non-renewal of this Charter.

ARTICLE 2.0-STUDENTS

2.1 Community: The School will provide an educational program for approximately 30 pre-kindergarten age students..

2.2 Racial/Ethnic Balance: The School shall seek to maintain a racial/ethnic balance reflective of the community it serves as set forth in The United Cerebral Palsy of Northwest Florida, Inc. Charter School Application. The School shall provide periodic reports concerning the success or failure of the School's plan to the BOARD's representative.

2.3 Non-Discrimination: The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of §1000.05, *Fla. Stat.*, the Florida Education Equity Act.

2.4 Non-Sectarian: The School shall guarantee that its admissions policies are nonsectarian.

2.5 Students with Disabilities: Students with disabilities who are enrolled in the School shall be provided with programs implemented in accordance with Federal and State laws and local policies and procedures, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973; §§1000.05 and 1001.42, *Fla. Stat.*; Chapter 6A-6 of the Florida Administrative Code; the BOARD's Special Programs and Procedures document, and all applicable BOARD policies and procedures pertaining to nondiscrimination and students with disabilities.

2.5.1 Non-Discrimination: The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, and selection.

2.5.2 Free Appropriate Public Education (FAPE): The School will provide FAPE to each exceptional student enrolled in the School. The School will provide all Exceptional Student Education (ESE) and/or other services listed on the student's Individual Education Plan (IEP) which is current on the date of enrollment in the School.

2.5.3 Individual Education Plans (IEPs): The School will utilize all of the BOARD's/State forms and procedures related to prereferral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP development, and placement. The School will develop an IEP and conduct an IEP meeting with the student's family for each eligible exceptional student enrolled in the School. The School will invite the BOARD's representative and the BOARD's representative shall attend any and all staffing and IEP meetings by receiving at least ten (10)

days prior notice with a copy of the Invitation to IEP Meeting form by mail or given in person. The School agrees that a District representative will be present at and participate in any IEP decision to change the placement of a student from the School.

2.5.4 Local Educational Agency (LEA): The BOARD's designee will represent the LEA at all eligibility staffing and initial IEP meetings for all students. Every effort should be made to arrange these staffing/IEP conferences during the time the BOARD's designee is scheduled to be at the School. The BOARD's designee will try to accommodate the School if the staffing/IEP conference cannot be scheduled during the designated time; however, adequate notice must be provided. The School will provide the BOARD with the names of its designee eligible to participate as the LEA in annual IEP meetings and updates.

A person eligible to serve as LEA representative is:

- (a) qualified to provide, or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities;
- (b) knowledgeable about the general curriculum, and
- (c) knowledgeable about the availability or resources of the local education agency.

2.5.5 Least Restrictive Environment: Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Students whose needs cannot be adequately addressed at the School will be appropriately referred, and the School's staff will work together with the BOARD's personnel to ensure that the needs of these students are met.

2.5.6 Cooperation: BOARD responsibilities are:

- (a) Provide ESE reports on a regular basis
- (b) Facilitate district information
- (c) Provide additional assessments or evaluations if needed
- (d) Consultation with School staff
- (e) Provide workshop opportunities
- (f) Assist with referrals to the District's Psychology Department
- (g) Complete the ESE Matrix
- (h) Provide student information (on a need to know basis)

- (i) Make regular state testing assessments accessible
- (j) Write the IEP
- (k) Provide data for TERMS input
- (l) Administer Re-evaluations
- (m) Assist with Review of Placement requests

The School's responsibilities are:

- (a) Designate its own LEA representative
- (b) Deliver all services written on the IEP
- (c) Transportation (See Addendum 4)
- (d) Provide Review of Placement requests
- (e) Pay hourly rate for ESE teacher services

2.5.7 Procedural Safeguards: Parents of students with disabilities will be afforded notice of procedural safeguards in their native language, which will include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

2.5.8 ESOL Students: Students enrolled at the School who are of limited proficiency in English will be served by ESOL-certified personnel who will follow the BOARD's District Plan for Limited English Proficient Students. The School will meet the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education*. The School will require parents to complete a home language survey on the day the student is admitted. If the survey indicates the dominance of a language other than English, the School will administer the ESOL Language Assessment Battery. At least one person at the School will be trained by the BOARD to manage the requirements of ESOL.

2.5.9 Federal and State Reports: Unless otherwise exempted by Chapter 228, *Fla. Stat.*, the School will complete Federal and State reports in accordance with the timelines and specifications of the BOARD and the State Department of Education.

2.5.10 Approval of Legal Counsel for School: Recognizing the precedential effect on the BOARD of administrative and judicial decisions in ESE due process proceedings and related litigation, the parties shall mutually agree to the choice of legal counsel to represent the School in all such proceedings and litigation. The parties' approval shall not be unreasonably withheld. Payment of attorney's fees and costs shall be the School's responsibility.

2.6 Enrollment Process: The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings of students enrolled in the School, children of staff, or of members of the Governing Body. See Addendum for Levels of per year.

2.7 Enrollment--Health, Safety and Welfare: The School shall use the BOARD's registration forms for students. Enrollment is subject to compliance with the provisions of §1003.22, *Fla. Stat.*, concerning school entry health examinations and immunizations. The School will ensure that any administration of medication to students by School personnel shall be in compliance with §1006.062, *Fla. Stat.* The School shall offer a suitable physical education program and provide, at the site, adequate and safe playground space free from traffic and other hazardous conditions.

2.8 Discipline: The School agrees to maintain a safe learning environment at all times. The School shall follow Florida State law and the BOARD's policies and Code of Student Conduct with regard to student discipline.

2.8.1 Dismissal: In the event a student commits a serious breach of conduct for which the School intends to dismiss the student from the School, the School shall notify the BOARD prior to dismissal, and the BOARD will cooperate with the School in the provision of due process.

2.9 Number of Students and Grades Served: The School shall serve the number of students and grade levels as indicated in 2.1 above and such amendments to these numbers and grade levels as may from time to time be agreed to by the parties.

2.10 Records: The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested.

2.11 Default: The parties agree that the School's failure or refusal to fully and timely satisfy one or more of the terms and conditions of this Article 2.0 shall constitute good cause for the termination/non-renewal of this Charter.

ARTICLE 3.0-ACADEMIC ACCOUNTABILITY

3.1 Educational Program and Goals. The School agrees that its programs and operations shall be nonsectarian. The BOARD shall ensure that the School is innovative and consistent with the State education goals established by §1002.33, *Fla. Stat.* For children ages

two and one half (2.5) to five (5), the Brigance will be used to evaluate gross and fine motor, self-help, speech and language, cognition or general knowledge and social emotional skills. For children with severe language impairments or who may be on the Autism Spectrum, the Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP) will be used to evaluate 16 separate measurements of language and language related skills. These students will also have the motor and self-help sections of the Brigance administered to them. Assessments will be completed 3 times per year to determine progress in each of the above mentioned areas, with the goal being at least one (1) month growth for each month enrolled.

3.1.1 Innovation: The School shall adopt appropriate curriculum which ensures sufficient progress for ESE PreK students in the following areas: language, cognitive, motor, social emotional and self care.

3.2 Outcome Measurement: The School agrees to establish the current incoming baseline achievement level data using a valid and reliable assessment for each student in pre-kindergarten in the areas of language, motor skills, cognitive, self-care, and social emotional. If the School chooses to use other student assessment instruments, it will report the name of the assessment and provide all validity and reliability studies for BOARD approval at least sixty (60) days prior to the beginning of the school year. The results of the academic assessment and/or academic records analysis will be documented and shared with parents through a parent-teacher conference. The School will also establish the outcomes to be achieved and the methods of measurement to be used. Pre-, Mid-, and Post- assessments will be completed to determine progress in each of the above mentioned areas, with the goal being at least one month growth for each month enrolled.

3.3 Student Assessment: The methods to be used to identify educational strengths and needs of individual students will include analysis of baseline assessment data, scientifically research-based curriculum and teacher-made tests, process-and-product oriented portfolios, teacher observations, parent-teacher conferences, and classroom performance. How well the educational goals and performance standards for individual students are met will be determined by the progress toward meeting the deficiencies identified in the assessment process. Individual student academic accountability shall be based upon the School's assessment system which shall be scientifically, research-based, valid and reliable and any appropriate required statewide assessments. Appropriate assessments will be administered to students found eligible for ESE services within sixty (60) days of eligibility determination.

3.3.1 Assessment Programs: Students in the School will participate in an assessment program that mirrors the countywide assessment of the BOARD's public school students enrolled in comparable grades/schools, including assessments required of the public schools by the Department of Education. To facilitate this participation, the BOARD will provide consultation by its applicable District staff and those services/support activities which are routinely provided to the BOARD's staff regarding implementation of District and State required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School agrees to comply with the State and District defined procedures for administering and handling State and District testing. The School agrees that its students will be assessed within the timeframe for the other public schools in the BOARD's District.

Charter schools will be responsible for insuring that:

- (a) at least one representative attends training conducted by Evaluation Services and/or ESE Department specific to the assessment required for PreK students
- (b) at least one individual is designated to serve as the School Test Coordinator
- (c) all individuals serving as test administrators are adequately trained PRIOR to administering the assessment(s)
- (d) the integrity and security of the test is protected by providing locked storage when the test materials are on their campus
- (e) complete cooperation is offered if an investigation is necessary to examine testing irregularities or breaches of test security

3.3.2 District Assessments: District assessments are optional for charter schools that would like to participate. Charter schools are expected to reimburse the District for purchasing the consumable test materials and scoring/reporting costs. The costs will be calculated annually by Evaluation Services and provided to all charter schools. Charter schools will be billed for actual test materials that are utilized.

3.3.3 School Grades: Not applicable.

3.3.4 Special terms and conditions:

- (a) Free Appropriate Public Education (FAPE): The School shall provide FAPE to teach exceptional students enrolled in the School.

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

3.4 Records and Grading Procedures: Due to the possibility that students enrolled in the School may return to the regular public school system, the School will utilize a records and grading procedure that is consistent with the BOARD's current records and grading procedures. The School will use the BOARD's transfer form for students who transfer from the School.

- (a) The School will maintain student records in accordance with §1002.22, *Fla. Stat.*
- (b) The original of all permanent (Category A) records and records of student progress (Category B) of students leaving the School, whether by graduation, transfer to the public school system, or withdrawal to attend another school, will be promptly transferred and delivered by the School to the Student Records Department.
- (c) The School may retain copies of the departing student's academic records created during the student's attendance at the School.

3.5 Progress Monitoring: Section 1002.33(5)(b)(1), *Fla. Stat.*, requires the BOARD to monitor and review the progress of the School towards the goals established for the School. The BOARD's representative will monitor progress of individual students and progress of the School by making site visits and compiling periodic reports.

3.5.1 Annual Progress Reports: The School shall make annual progress reports to the BOARD which, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual School Accountability Reports are submitted. The School's Annual Progress Report shall be submitted to the BOARD by December 1 of each year for the immediately preceding school year. The report shall contain at least the following information:

- (a) The School's progress toward achieving the goals outlined in its application.
- (b) The information required in the annual public school accountability report pursuant to §1008.345, *Fla. Stat.*

- (c) Financial records of the School, including but not limited to revenues and expenditures, and unaudited financial statements.
- (d) Salary and benefit levels of the School's employees.
- (e) Student discipline summary.

3.6 Default: The parties agree that the School's failure or refusal to fully and timely satisfy one or more of the terms and conditions of this Article 3.0 shall constitute good cause for the termination/non-renewal of this Charter.

ARTICLE 4.0-FINANCIAL ACCOUNTABILITY

4.1 Revenue: The BOARD agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the BOARD's District. The basis for the funding shall be the sum of the BOARD's operating funds from the Florida Education Finance Program (FEFP) as provided in §1011.62, *Fla. Stat.*, and the General Appropriations Act, including gross State and local funds, discretionary lottery funds, and funds from the BOARD's current District operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the BOARD's District, multiplied by the WFTE of the School.

4.1.1 Distribution of Funds: The BOARD shall make every effort to ensure that the School receives timely and efficient distribution of funds. The BOARD's payment to the School shall be issued not later than ten (10) working days after the BOARD receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the BOARD, the BOARD shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the thirty-day (30-day) period until such time as the warrant is issued.

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

- (a) final facility inspection and approval, pursuant to paragraph 1.3.3 above; and
- (b) the BOARD's receipt of or access to copies of all student registration forms, to include the student's name, parent/guardian name and signature, address, telephone number and age of student.

The BOARD is authorized to withhold FEFP funds if the School fails to provide financial reports and documentation as outlined in Section 4.8 and all its subparts without penalty until the documents are provided.

4.1.1.2 Subsequent Distributions: The results of full-time equivalent student membership surveys will be used in adjusting the amount of funds distributed monthly to the School.

4.1.2 Administrative Fee: The BOARD shall retain an administrative fee of five (5%) percent of public revenues to be paid to the School by the BOARD for BOARD's administrative costs as detailed in §1002.33 (20) (a), *Fla. Stat.* Additional services shall be billed and paid in accordance with paragraph 5.8 below.

4.2 Cost Accounting: The School agrees that it will submit to the BOARD, in a timely manner, the information specified in §1010.20, *Fla. Stat.*, Cost Accounting and Reporting. Monthly financial statement includes a minimum of a Balance Sheet and a Statement of Revenue, Expenditures and Changes in Fund Balance.

4.3 Categorical Funding: If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the BOARD with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the BOARD for any impermissible expenditure.

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

4.4.1 Holdback/Proration: In the event of a State holdback or proration which reduces the BOARD's District funding, the School's funding will be reduced proportionately.

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

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

4.6 Funding Adjustment for Noncompliance: If the BOARD receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the BOARD shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the BOARD shall provide prompt notice to the School and the School will reimburse the full amount to the BOARD within thirty (30) days.

4.7 Annual Audit: The School agrees to obtain an annual financial audit in compliance with Federal, State and School District regulations showing all revenues received, from all sources, and all expenditures. The audit shall be conducted by the Auditor General or by an independent auditor selected and paid for by the School. The audit shall include a review of categorical expenditures. The audit shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS), §1002.33, *Fla. Stat.* and Chapter 10.850, Rules of the Auditor General. The statements shall be presented in accordance with Generally Accepted Accounting Principles. The School shall provide the BOARD with a copy of such an audit within forty-five (45) days of the School's fiscal year end, as well as any responses to the auditor's findings. The BOARD reserves the right to perform additional audits or reviews as part of the BOARD's financial monitoring responsibilities as it deems necessary, at the BOARD's expense. The BOARD will notify the School of this procedure in a timely manner. If an audit indicates a deficient fund balance two consecutive years, it will be cause for termination at the end of the second deficient year.

4.7.1 Compliance Supplement: In addition to the annual audit, the School's independent auditor shall perform additional procedures in accordance with the Charter School Compliance Supplement. The Charter School Compliance Supplement shall test for the same annual period as the Annual Audit. The additional audit procedures shall be paid for by the School. Audits shall be in compliance with the rules of Chapter 10.850, Audits of Charter Schools And Similar Entities.

4.8 Fiscal Monitoring: Section 1002.33(5) (b), *Fla. Stat.*, requires the BOARD to monitor the revenues and expenditures of the School. If expenditures of the School exceed revenue, United Cerebral Palsy of Northwest Florida will fund any deficit of Capstone Academy. The BOARD shall not be held responsible for expenditures incurred by Capstone Academy.

4.8.1 Monthly Financial Report: The School will provide a monthly financial report to the BOARD, to be delivered to the BOARD no later than the end of the following month and shall be included in the School's annual progress reports. The School shall utilize the standard State codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as the means of codifying all transactions pertaining to its operations. The School acknowledges the ownership of all property purchased with public funds shall revert to the BOARD upon termination of this Charter. Monthly financial statements shall include a minimum of a Balance Sheet and a Statement of Revenue, Expenditures and Changes in Fund Balance. Failure to provide required financial reports by their appointed time may result in the BOARD withholding FEFP funds without incurring interest or other penalty and/or termination/nonrenewal of the Charter.

4.8.2 Annual Financial Report: Section 1002.33(9)(i), *Fla. Stat.*, requires the School to provide annual financial report and program cost report information in the State-required formats for inclusion in the BOARD reporting in compliance with §1011.60(1), *Fla. Stat.* The School shall provide the BOARD with an unaudited annual financial report within thirty (30) days of the School's fiscal year end. The unaudited financial report must be prepared in accordance with Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Government. Failure to provide required financial reports by their appointed time may result in the BOARD withholding FEFP funds without incurring interest or other penalty and/or termination/nonrenewal of the Charter.

4.8.3 Fixed Asset Reporting: The School shall tag all tangible personal property purchased with public funds. The School shall implement a fixed asset management system recording inventory as registered and tagged in accordance with the Rules of the Auditor General (Rule 10.550) and Florida Statutes. The School shall develop guidelines for the inclusion and exclusion of items from fixed asset inventory system and identify to the BOARD the person responsible for maintaining the fixed asset inventory system. The School shall update its fixed asset inventory system and provide a written fixed asset inventory (accurate and balanced) to the

BOARD with each annual financial report. The School shall not sell, dispose, or trade any property received from the BOARD or secured by public funds without written permission of the BOARD. The School acknowledges that ownership of all property purchased with public funds shall revert to the BOARD upon termination of this Charter. Failure to provide required financial reports by their appointed time may result in the BOARD withholding FEFP funds without incurring interest or other penalty and/or termination/nonrenewal of the Charter.

4.8.4 Financial Emergency: If the School is deemed to be operating in a state of financial emergency, the BOARD may take any and all necessary steps to determine if the School will be allowed to continue to operate in such manner. A state of financial emergency is when any one of the following conditions occurs:

- (a) Failure to pay short-term loans from banks within the same fiscal year in which due or failure to make debt service payments when due.
- (b) Failure to transfer at the appropriate time, due to lack of funds:
 - 1. Taxes withheld on the income of employees; or
 - 2. Employer and employee contributions for:
 - a. Federal Social Security; or
 - b. Any pension, retirement, or benefit plan of an employee.
- (c) Failure for one pay period to pay, due to lack of funds:
 - 1. Wages and salaries owed to employees;
 - 2. Retirement benefits owed to former employees.
- (d) Operating with a negative fund balance.

The School shall immediately notify the BOARD in writing when one or more of the conditions of financial emergency have occurred or will occur.

4.8.5 Reports: The parties agree that the BOARD, with notice, may request and the School shall provide, reports on the School's operations and student performance. Such reports shall be in addition to those required elsewhere in this charter. Failure to provide required financial reports by the appointed time may result in the BOARD withholding FEFP funds, without incurring interest or other penalty as provided for in paragraph 4.1.1 of this Charter, until such time as the reports are received.

4.9 Title I Compliance: If the district school board is providing programs or services to students funded by federal funds, any eligible students enrolled in charter schools in

the school district shall be provided federal funds for the same level of service provided students in the schools operated by the district school board. Pursuant to provisions of 20 U.S.C. 8061 s. 10306, all charter schools shall receive all federal funding for which the school is otherwise eligible, including Title I funding, not later than 5 months after the charter school first opens and within 5 months after any subsequent expansion of enrollment. Charter schools shall be included by the Department of Education and the district school board in requests for federal stimulus funds in the same manner as district school board-operated public schools, including Title I and IDEA funds and shall be entitled to receive such funds.

4.10 Reversion Upon Termination: In the event the School ceases operation or is dissolved or this Charter is not renewed or is otherwise terminated, any public unencumbered funds of the School shall revert to the BOARD. Once public, unencumbered funds are returned to the BOARD, the School shall have no further liability for those funds. In that event, all of the School's property and improvements, furnishings and equipment purchased with public funds shall be peacefully delivered to the BOARD and automatically revert to full ownership by the BOARD. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the BOARD.

4.11 Fiscal Year: The fiscal year of the School shall be the same as the fiscal year of the BOARD.

4.12 Default: The parties agree that the School's failure or refusal to fully and timely satisfy one or more of the terms and conditions of this Article 4.0 shall constitute good cause for the termination/non-renewal of this Charter.

ARTICLE 5.0-ADMINISTRATIVE MANAGEMENT

5.1 Proof of Start-up Funding: The School agrees to provide to the BOARD proof of sufficient funds for start-up costs to assure prompt payment of operating expenses associated with the opening of school, including, but not limited to, the amount of any teacher and other staff salaries and benefits, etc., from the beginning of the school year through mid-September if requested by the BOARD.

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

5.3 Reporting of Students: The School will accurately report its student enrollment to the BOARD as required in §1011.62, *Fla. Stat.*, and in accordance with the definitions in §1001.61, *Fla. Stat.*, at the agreed-upon intervals and using the method used by the BOARD when recording and reporting cost data by program. The BOARD agrees to include the School's enrollment in the BOARD's District report of student enrollment. In order to receive full FTE funding, the School shall provide all required information within the same time schedule required for other Santa Rosa County Schools.

5.3.1 Automated Data System: The BOARD will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The School agrees to submit to the Department of Alternative Education the necessary data required to enter such reports into the BOARD's automated student data system. The School will seek to employ trained personnel to enter and manage data for the School. Such personnel shall attend all District data specialist meetings and periodic trainings. The data elements shall include, but not be limited to, the following:

- (a) Demographic information;
- (b) ESE data;
- (c) Grade level assignments;
- (d) Required health information;
- (e) Student discipline incident data;
- (f) Daily attendance;
- (g) Transportation;
- (h) Student schedules;
- (i) Teacher demographics;
- (j) Master schedule;
- (k) ESOL/migrant codes;
- (l) Grades/grading period/grading scale;
- (m) ERW (entry, re-entry, withdrawal) information;
- (n) Test scores;
- (o) Academic history and transcripts;
- (p) Student eligibility for free, reduced price or full paid meals as required.

5.3.2 Confidentiality of Records: The School will ensure that all student records are kept confidential as required by applicable State and Federal law.

5.4 School Food Service: Food service to the School is the responsibility of the School and must be provided according to applicable District, State and Federal rules and regulations. The School shall make lunch available to all students (and optionally to School staff). Breakfast shall be provided when required by State and Federal guidelines (required for all elementary students). The School is solely responsible for funding any deficits it incurs in such services and programs and the BOARD shall have no liability for same. Meals will be distributed to students using an approved point of sale accountability procedure. In order to determine eligibility for free, reduced price or full paid meals, the School shall distribute Free and Reduced Price Meal Applications to students. When using options 5.4.1 (a) or (b) below, the School shall certify student eligibility for such programs using required Federal rules and procedures; when option 5.4.1 (c) is practiced, Free and Reduced Price Meal Applications will be centrally approved in the District School Food Services Office as described in SOP #: 05-020-H19 (revision forthcoming), **Methodology for Centralized Approval of Free and Reduced Price Meal Applications**. These records may be used to certify eligibility for participation in other State/Federally-funded programs (e.g., Title I). All records must be accurately completed and maintained for review by State/Federal auditors.

5.4.1 Meal Service Options and Definitions: The School shall provide food service to its students by one of the following means:

- (a) Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the School; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or
- (b) Enter into an agreement with a third party vendor to have food service provided either to the site of the School or for pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or
- (c) Request meal service be provided by the BOARD or its contracted food service provider as an additional site under the BOARD's

existing agreement via School Food Services with the Department of Education/Food and Nutrition Management. Under this arrangement, School Food Services would provide breakfast, when applicable, and lunch, adhering to all the USDA regulations and guidelines surrounding the National School Lunch and Breakfast Programs. Free and Reduced Price Meal Applications will be developed by School Food Services and distributed by the School to all students after the School's representatives attend a required training program. The School will return all completed applications to the School Food Services Office for eligibility determination as referenced in 5.4 above. Parent notification letters assigning student meal status will be sent to the School; the School will be responsible for giving these letters to the parents. The School will maintain a current master roster of students with their eligibility status for free; reduced price or full paid meals and meals will be distributed employing a BOARD approved point of sale procedure, i.e., count by category at the point of service. The School will be responsible for meal pick-up at the appropriate District school site or meal delivery. School Food Service Accounting will complete and submit reimbursement claims to the Department of Education; the School will pay Food Service Accounting for all reduced price and full paid meals served on a monthly basis by the tenth (10th) of each month. The BOARD will invoice the School monthly for services rendered, if any. The School shall issue payment no later than 30 working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within 30 working days after receipt by the School, the School shall pay to the BOARD or other, in addition to the amount of the invoice, interest at a rate of 1% per month calculated on a daily basis on the unpaid balance from the expiration of the 30 day period until such time as the warrant is issued. If payment is not received by the BOARD within 45 working days after receipt of

the invoice by the School, such non-payment shall constitute good cause for termination of this Charter.

5.5 Facilities: The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to §1013.37, *Fla. Stat.*, or in accordance with §1002.33(18), *Fla. Stat.*, with applicable State minimum building codes pursuant to Chapter 553, *Fla. Stat.*, and State minimum fire protection codes pursuant to §633.025, *Fla. Stat.*, as adopted by the authority in whose jurisdiction the facility is located. In addition to other required inspections, the BOARD's Operations Department will review the School's facility before occupancy can occur.

5.5.1 Lease or Ownership: The lease or proof of ownership of the building(s) that will house the School's program will be provided to the BOARD no later than one week prior to school opening.

5.6 Human Resources:

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

- (a) The School agrees that its employment practices shall be nonsectarian.
- (b) The School shall not violate the anti-discrimination provisions of §1000.05, *Fla. Stat.*, the Florida Educational Equity Act.
- (c) The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio. Modifications to these elements shall be in accordance with paragraph 1.4 above.
- (d) The School must ensure thorough, consistent and even-handed termination procedures. Terminated employees of the School are entitled to receive all earned pay.

5.6.2 Teacher Certification: The teachers employed by or under contract to the School shall be certified as required by §1012.56, *Fla. Stat.* Teachers assigned out-of-field must, each year, complete the required credit hours toward certification. The School may employ or contract with skilled personnel to assist instructional staff members as teacher aides in the manner set forth in §1012.55, *Fla. Stat.* Any decision by the School to employ or contract with noncertified persons for instructional services, and the basis for that decision, shall be shown in

the minutes of a meeting of the School's Governing Body. The School may not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other State. If the School chooses to use the Santa Rosa School District's "Alternative Certification Program" plan, the School must comply with all requirements of the program for the School and staff, including the use of the Professional Orientation Program (POP) for instructional personnel.

5.6.3 Qualifications Disclosure: The School agrees to annually disclose to the parents of its students and to the BOARD the qualifications of its teachers.

5.6.4 Fingerprinting: The School shall require all employees upon employment, all members of the Board of Directors upon assuming office, and all contractors with direct access to students or who come onto the School grounds when students are present to comply with the fingerprinting requirements of §§1012.32 and 1012.465, *Fla. Stat.*, and all applicable procedures and regulations promulgated by the BOARD, the Florida Department of Education and the Florida Department of Law Enforcement.

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

5.7 Transportation: See Addendum 4

5.8 Additional BOARD Services. Unless otherwise agreed, the BOARD will charge the School for the BOARD's staff time and other services provided to the School at the following rates:

- (a) For staff time: hourly rate + benefits of the BOARD's personnel performing the service X number of hours spent for services to the School;
- (b) For warehouse, printing, learning resource center materials and services: BOARD's then-current price schedule;
- (c) For copies of documents: 15 cents/page;

The BOARD will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the BOARD, in addition to the amount of the invoice, interest at a rate of

one (1%) percent per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. If payment is not received by the BOARD within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Charter.

5.9 Technology: See Addendum 2.

5.10 Default: The parties agree that the School's failure or refusal to satisfy one or more of the terms and conditions of this Article 5.0 shall constitute good cause for the termination/non-renewal of this Charter.

ARTICLE 6.0-INDEMNIFICATION AND INSURANCE

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

- (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;
- (b) the School's material breach of this Charter or law;
- (c) any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
- (d) the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the BOARD against claims, damages, expenses or liabilities to the extent these may result from the negligence of the BOARD, its members, officers, employees, subcontractors or others acting on its behalf.
- (e) Professional errors or omissions, or claims of error or omission by the School employees, agents, or Governing Body.

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

6.2 Indemnification of School: The School shall also indemnify, defend and protect and hold the BOARD harmless against all claims and actions brought against the BOARD by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School.

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

6.4 Notice of Claims: The School and the BOARD shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or BOARD 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 BOARD shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or BOARD, which they agree to assume. The School and the BOARD shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

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

6.5.1 Time to Submit: As evidence of compliance with the insurance required by this Charter, the School shall furnish the BOARD with fully completed certificate(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, not

later than ten (10) days before preplanning. The insurance shall be maintained in force, without interruption, until this Charter is terminated.

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

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

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

6.6.1 Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under *Fla. Stat.* In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

6.6.2 If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the BOARD and immediately replace the insurance with new insurance from an insurer meeting the requirements.

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

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

6.7.2 Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per occurrence/ two million (\$2,000,000) dollars annual aggregate.

6.7.3 Deductible/Retention: Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand (\$1,000) dollars per occurrence.

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

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

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

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

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

6.8.3 Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per occurrence, and if subject to an annual aggregate, two million (\$2,000,000) dollars annual aggregate.

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

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

6.9.2 Minimum Limits: Subject to restrictions found in the Standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the Standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be one million (\$1,000,000) dollars per occurrence/two million (\$2,000,000) dollars annual aggregate. If the School leases employees, it shall provide certified proof that the lessor corporation maintains appropriate workers compensation insurance.

6.10 Property Insurance. The School shall maintain hazard insurance on its own buildings and property during the term of this Charter. The School will provide proof of such insurance and its renewals to the BOARD.

6.11 Applicable to all Coverages: The following provisions are applicable to all insurance coverages required under this Charter:

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

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

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

6.12 Default: The parties agree that the School's failure or refusal to satisfy one or more of the terms and conditions of this Article 6.0 shall constitute good cause for the termination/non-renewal of this Charter.

ARTICLE 7.0-GOVERNANCE STRUCTURE

7.1 Not-for-Profit Corporation: The School is organized as a not-for-profit corporation. It will operate as a private employer.

7.2 Governing Body: No members of the School's Governing Body will receive financial benefit from the School's operations. If a member is an employee of the School, that person's salary shall not be considered a financial benefit.

7.3 Selection of Directors/Officers: The selection of the School's directors and officers shall be determined by the School.

7.4 Duties of Directors: The duties of the School's directors shall be determined by the School.

7.5 Public Meetings/Minutes: The School's Governing Body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings pursuant to §286.011, *Fla. Stat.* Such meetings will be open to the public, and the minutes shall be available for public review. The School will transmit a copy of such minutes to the BOARD with its periodic reports.

7.6 School Administrator/Principal: The duties of the School's Administrator/Principal shall be determined by the School. The School will provide the services of a full-time Administrator/Principal at the School during hours students are on the School site except when participating in a reasonable number of training or professional in-service activities. The administrator/Principal shall stay fully informed of all BOARD, State, and Federal rules and regulations applicable to the operation of the School and the performance of this Charter by attending or sending a representative to all District principal's meetings. The Administrator/Principal shall not accept outside employment that would to any extent interfere with the performance of his or her duties and obligations under this Charter and all applicable BOARD, State, and Federal rules and regulations.

7.7 Conflict of Interest: The School shall use no public funds received from or through the BOARD to purchase or lease a property, goods, or services (except compensation as an employee) from any director, officer, or employee of the School or the spouse, parent, child, step child or sibling of any director, officer, or employee, or from any business in which any officer or employee has an interest, nor shall the School use any property, goods, or services purchased or leased by public funds for the private benefit of any person or entity.

7.8 Code of Ethics: Charter schools are public schools and are part of the State's program of public education. The School and the BOARD, recognizing this public purpose, agree that Governing Body members and School Administration shall be subject to and shall abide by the Code of Ethics for Public Officers and Employees, §112.311, et seq. *Fla. Stat.*, which, as amended from time to time, is incorporated herein by reference.

7.9 Default: The parties agree that the School's failure or refusal to satisfy one or more of the terms and conditions of this Article 7.0 shall constitute good grounds for termination/non-renewal of this Charter.

ARTICLE 8.0-MISCELLANEOUS

8.1 Titles: Any and all titles to Articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Charter, and shall not be considered in the interpretation of the Charter or any provision hereof.

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

8.3 Entire Agreement: This Charter and the appendices and addenda hereto shall constitute the full, entire and complete agreement between the parties. Any prior representations, understandings and agreements are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties. Any amendment to this Charter shall require formal execution by both parties.

8.4 Assignment: This Charter shall not be assigned by either party without the prior written consent of the other party, provided that the School may, without the consent of the BOARD, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.

8.5 Waiver: No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly so stated.

8.6 Warranties: All representations and warranties made herein shall survive termination of this Charter.

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

8.8 Third-Party Beneficiary: This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student of the School.

8.9 Applicable Law and Venue: This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida. Santa Rosa County, Florida, shall be the proper venue for any litigation arising under this Charter. The School shall

adhere to any additional requirements applicable to charter schools under State law or as mandated by the Florida Department of Education or any other agencies regulating the School.

8.10 Notices: Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless it is in writing and sent by certified postage prepaid United States mail, fax, courier or hand delivery 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. Legal notices shall be sent by certified postage prepaid United States mail.

8.11 Legal Representation: The parties acknowledge that each has been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

8.12 Law, Rule or Regulation, as Amended: Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, rule or regulation as it may be from time to time amended.

8.13 Counterparts: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

8.14 Authorization: Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

8.15 Controlling Authority: Should any conflict arise between the terms of this Charter and the Charter School Law §1002.33, *Fla. Stat.*, the law will prevail.

8.16 Periodic Reports: Any reference to "periodic reports" shall mean quarterly reports unless otherwise agreed upon by the parties. The principal of the School shall provide email or hard copy form all information requested in writing from the Department of Alternative Education. Such materials and information shall be due in the Department of Alternative Education by the first day of September, December, March, and June of each year for the Charter School Quarterly Report provided to the Santa Rosa County School Board.

**UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC.
D/B/A
CAPSTONE ACADEMY of Milton**

CONTRACT RENEWAL

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

SCHOOL:
United Cerebral Palsy of Northwest Florida, Inc.
Florida D/B/A Capstone Academy

BOARD:
The School Board of Santa Rosa County,

By: _____
Brian K. Bell, Chairman

By: _____
Diane Coleman Chair

Attest: _____
Raisa Webb , Secretary

Attest: _____
Tim Wyrosdick, Superintendent

Date: _____

Date: _____

ADDENDUM 1

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT NAME	AWARD NUMBER AND/OR PROJECT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ADDENDUM 2

Santa Rosa School District Charter School Technology Services Document

A clear demarcation of the support responsibilities of the Santa Rosa School District and the District Charter Schools is prerequisite to efficient delivery of technology services to Charter School students, faculty, and administrators. Given a context of shared support responsibilities and limited fiscal resources, the School District's most practical role is and will be one of Technology Consultant. Specifically, the School District Information Technology Department will use departmental expertise to act as a technology consulting service for Charter Schools. The respective support responsibilities of the Santa Rosa School District and the District Charter Schools will be detailed upon mutual agreements between all parties and as required under appropriate Florida Statutes.

The Santa Rosa County School District and Charter School responsibilities for Delivery of Technology Services to Charter Schools

To Be Established Between All Parties

ADDENDUM 3

Enrollment Projections

- 7.1.1. Year 6: 2014-2015 Grades Pre K – up to 30 students
- 7.1.2. Year 7: 2015-2016 Grades Pre K – up to 30 students
- 7.1.3. Year 8: 2016-2017 Grades Pre K – up to 30 students
- 7.1.4. Year 9: 2017 -2018 Grades Pre K – up to 30 students
- 7.1.5. Year 10: 2018 -2019 Grades Pre K – up to 30 students

ADDENDUM 4

TRANSPORTATION REQUIREMENTS

While charter schools are deregulated in many areas, every charter school is required to meet Florida laws relating to health and safety, including, in part, Sections 1006.22, 1006.25, and 1012.45, Florida Statutes, relating to school bus inspection, maintenance, specifications, condition, and qualification of drivers. As a sponsor of your charter, the district will periodically assess the compliance of the charter school regarding these important safety requirements using the district transportation assessment process.

1. DRIVER TRAINING AND LICENSURE

All drivers of school buses shall have in their driver record:

- Current CDL License with passenger (P) and (S) endorsement
- State of Florida initial pre-service 20 hour training certificate and 12 hour on road observation
- Current DOE physical (Form ESE 479)
- Current Reflex test
- Background check as evidenced by current FDLE fingerprint screen
- Pre-employment drug and alcohol screening
- Proof that the driver is enrolled in a random drug and alcohol screening program
- MVR of driving history secured within one (1) week of the first and second semesters and any summer school session, if conducted
- Proof of annual, eight (8) hour driver in-service training

Failure to secure, and maintain any of the above prior to driving will result in suspension of driving until such time as the director of transportation and the charter school director determine that corrective action has been taken and the appropriate documentation has been completed.

The school district training coordinator and staff will maintain such records and make all required contact with charter schools to ensure all drivers remain fully compliant. In matters pertaining to driver licensure, the district training coordinator shall have authority to revoke driving status if any charter driver fails to comply fully with Florida school bus driver qualification requirements.

Further, charter school drivers shall be notified of and participate in district annual in-service training for drivers and shall be subject to the district random drug and alcohol screening process.

2. SCHOOL BUS INSPECTION, MAINTENANCE, SPECIFICATIONS, AND CONDITION

All buses transporting students in the State of Florida must comply with state inspection, maintenance and specification requirements – without exception. The Florida Handbook for Bus Inspection details inspector qualifications, inspection procedure and schedule requirements.

A copy of the complete State of Florida Specification for School Buses is available from the Florida Department of Education Division of Student Transportation.

7. ESE STUDENT TRANSPORTATION

All adults traveling with a child on an ESE bus shall be trained and certified in Child Safety Restraint Systems (CSRS) and any other relevant appropriate training prior to accompanying a student on the bus. The School shall be responsible for the purchase and maintenance of any and all appropriate bus safety equipment required by CSRS. The School shall abide by all relevant CSRS governance. The District's ESE Transportation coordinator shall provide ongoing training in CSRS installation, usage, and compliance.

When transporting disabled students ages 3-5 years of age, the School shall abide by all federal, state, and district laws, rules, and regulations. 6A-3.0121 FS Responsibility of School District and Parents of Students with Special Transportation Needs Who are Transported at Public Expense. Additionally, the School shall abide by the student-to-adult ratios set forth by The State of Florida.

ADDENDUM 5

FOOD MANAGEMENT AGREEMENT

This Management Agreement "(Agreement)" is made and entered into as of this 1st day of July 2014, by and between Santa Rosa County School District and Capstone Academy who agree as follows:

PURPOSE OF AGREEMENT

The Agreement sets forth the terms and conditions upon which Capstone Academy will retain Santa Rosa County School District to prepare lunches at Rhodes Elementary for pickup and delivery by Capstone Academy.

DEFINITIONS

Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

Charge. A fee established by Santa Rosa County School District for lunches prepared by Santa Rosa County School District.

Food Service. The preparation of a student, employee or visitor lunch at Santa Rosa County School District premises for pickup and delivery by Capstone Academy.

TERM

The term of the agreement is one (1) year, commencing on July 1st, 2014 and continuing until June 30th, 2015 and is subject to renewal annually upon mutual agreement of the parties, unless terminated earlier as hereinafter provided.

FOOD SERVICE PROGRAM

Services and Location. Santa Rosa County School District shall prepare meals for Capstone Academy at Santa Rosa County School District facility.

Meal Program. Santa Rosa County School District shall provide nutritional lunches in accordance with the following terms and conditions:

- A. Meals shall be prepared for pickup.
- B. Prices to be charged for meals during the 201 contract year shall be as mutually agreed upon by the parties.

- C. Capstone Academy shall administer all free, reduced and full paid pattern meals for reimbursement. The school shall be responsible for establishing and notifying parents and guardians of program criteria for providing free and reduced price meals for eligible students.

PAYMENT TERMS AND FINANCIAL ASSUMPTIONS

Invoice Due Date. Santa Rosa County School District shall invoice the school at the end of each accounting period for amounts due based on on-site records. Invoiced amounts shall be paid within fifteen (15) days after the invoice date.

Capstone Academy shall pay Santa Rosa County School District:

A rate of \$3.00 (three dollars and zero cents) per adult meal and \$2.25 (two dollars and twenty-five cents) per student meal ordered.

This agreement contains the entire understanding and agreement of the parties concerning the matters contained herein and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. All provisions of the agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The agreement may not be changed other than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered in the agreement as of the date indicated in the first paragraph of the first day of the term, which ever is sooner.

Capstone Academy

By: _____

Name (Printed) _____

Title: _____

Santa Rosa County School District

By: _____

Name (Printed) Judson C. Crane

Title: Director Purchasing and Contract Administration

PROSPECTIVE TEACHERS' DEVELOPING CONCEPTIONS OF THE STANDARDS FOR MATHEMATICAL PRACTICE

Scott A. Courtney
Kent State University
scourtn5@kent.edu

The movement to adopt the Common Core State Standards for Mathematics impacts not only school districts and their teachers, but also university teacher preparation programs. In order to productively implement and sustain the Common Core's vision of developing mathematically competent students, preparation programs must support prospective teachers' development of practical conceptions of the Standards for Mathematical Practice. This article describes middle childhood (grades 4-9) pre-service teachers' engagements with activities designed to reveal their initial conceptions of the mathematical practices.

The national movement to adopt the Common Core State Standards for Mathematics has situated school districts and their teachers in positions primed for change and reform. Along with changes in mathematics content standards and their progressions, come increased emphasis on mathematical processes and proficiencies—the Standards for Mathematical Practice.

The two consortia awarded federal grants to design the Common Core assessment systems have indicated their respective assessments will include items and tasks requiring students to apply and connect mathematical content with the mathematical practices. For example, PARCC assessments will “include a mix of items, including short- and extended-response items, performance-based tasks, and technology-enhanced items (PARCC, 2012, pp. 4-5)... [that] will reveal students' content knowledge and elicit evidence of mathematical practices” (PARCC, 2012, p. 8). Therefore, providing K-12 students with opportunities to not only engage in problems, tasks, and activities that coherently connect content with the mathematical practices, but also experiences at exhibiting evidence of such knowledge and habits of mind in their written work, will become increasingly important as the Common Core assessments commence.

Literature Review

Although research regarding the mathematical practices is in its infancy, there exists a body of research pertaining to those processes and proficiencies that ground them. There is a growing body of research (e.g., Riordan & Noyce, 2001; Senk & Thompson, 2003) indicating that students in classrooms that utilize reform curricula (e.g., aligned to NCTM standards) not only perform significantly better on standardized achievement tests than do their counterparts in more traditional mathematics programs, but also outperform these same students on tests measuring

conceptual understanding, applications, and problem solving ability. Such results suggest curricula that focus on the development of powerful processes and proficiencies can positively impact student achievement. Research also highlights teachers' difficulties in conceptualizing and providing students with opportunities to engage in these same processes and proficiencies (e.g., Jacobs et al., 2006).

Transition to the Common Core affects not only K-12 instruction, but also university teacher preparation programs—programs that will produce the next generation of teachers charged with enacting and sustaining Common Core's vision in their (future) classrooms. Such programs must provide prospective teachers with opportunities to experience, develop, and implement instruction and assessments meeting the demands of the Common Core, and opportunities to reflect on the impact of such instruction on their own and their (future) students' learning.

The current report adds to emerging research into teachers' conceptions of the mathematical practices by exploring the following research question: How do prospective middle childhood (grades 4-9) mathematics teachers (henceforth referred to as PSTs) conceptualize exhibiting engagement in the mathematical practices in written work?

Methodology

As part of a recent mathematics methods course, I required PSTs to solve mathematics problems (via "problem sets") related to the six domains of the grades 6-8 content standards (e.g., The Number System). Furthermore, PSTs were requested to solve the problems in a manner they believed would exhibit engagement in the mathematical practices in their written work. The majority of the problems were chosen from standards-based (i.e., reform) sources, such as the *Connected Mathematics Project*.

The course consisted of 16 PSTs and was the second of two math methods courses in PSTs' licensure program (grades 4-9). Data for this report pertains to Problems Sets #4 (domain: Statistics and Probability) and #5 (Geometry), and consisted of PSTs' written solutions, PSTs' choices for which mathematical practice(s) they believed they exhibited engagement in, and what PSTs took as evidence that any given practice had been engaged in. At the time PSTs were given the problem sets, their main experiences with the mathematical practices (in relation to the course) had involved supporting their images of what engagement in the practices looks like during verbal classroom interactions. Such support included viewing and discussing video from

the Inside Mathematics website. Furthermore, due to the timing of PSTs' field experience (a course component), there were no in-class discussions of either problem set.

Analysis was both quantitative and qualitative. Quantitative analysis consisted of summary statistics and focused on the frequencies with which specific practices or practice combinations were chosen by PSTs amongst a problem, a domain, particular problem characteristics, or by a particular PST. Qualitative analysis involved the examination of PSTs' written descriptions for what they took as evidence that any given practice had been engaged in. Such analysis attempted to identify and characterize those mathematical practice aspects that appeared to be most influential in PSTs' identification of any given practice.

Findings

For Problem Set #4, only 12 PSTs completed the part of the assignment requesting they solve the problem and identify the mathematical practices (MPs) they believed students would engage in and potentially exhibit in their written work. One additional PST completed this part of the assignment for Problem Set #5. Furthermore, PSTs were asked to solve the problem and to think about how students might engage in the problem, prior to or in concert with making their practice selection(s).

Tables 1 and 2 display those practices PSTs identified for each of the seven problems of Problem Set #4 and #5, respectively. Specifically, the tables indicate PST by name, problem number (e.g., P1 is the first problem), and the mathematical practice(s) chosen (e.g., Amie indicated problem #1 of Problem Set #4 involved MP.1 and MP.6). "None" indicates no practices were identified for that problem.

Table 1

Identified Mathematical Practices by PST and by Problem (Problem Set #4)

PST	P1	P2	P3	P4	P5	P6	P7
Alejandra	7	1	8	3	1	1, 3	1, 3, 4, 5
Amie	1, 6	7	2	2	none	1, 2	4
Blondell	4, 8	2, 6	1, 6	7	1	2	8
Bulah	2, 4, 5, 6	1, 5, 8	1, 5, 6	3, 5	1, 3, 4, 6, 7, 8	2, 3, 4, 7	4
Jamie	1, 8	1, 5	6, 8	1, 8	1, 5	none	1, 4, 5, 6
Kelly	1, 3, 6	1, 4, 5	1, 3, 4, 5	1, 4, 5, 6	1, 6	1, 3, 4, 6	1, 8
Kurt	2, 4, 7	5, 6	2, 3	1, 4, 7	2, 4, 5, 7, 8	1, 8	1, 4, 6
Lorraine	2	1	7	6	1	3	1, 4, 6, 8
Myra	1, 3, 4, 5	1, 2, 3, 5	1, 2, 3, 5	1, 2, 3, 5	1, 3, 4, 5	1, 3, 4, 5	4
Neil	1, 3, 4, 8	1, 4, 5	1, 4, 6, 8	1, 5, 6	1, 5, 6	1, 6	1, 4, 5, 6
Stella	1, 2, 5, 6	1, 3, 4, 5, 6, 7	1, 3, 7	1, 2, 4, 5	1, 2, 5, 7	none	none
Valene	1, 4, 5, 6, 7, 8	1, 4, 5, 6, 7, 8	1, 4, 5, 7	1, 4, 5, 7	1, 4, 5, 7	1, 4, 5, 7	1, 5, 7, 8

Table 2

Identified Mathematical Practices by PST and by Problem (Problem Set #5)

PST	P1	P2	P3	P4	P5	P6	P7
Alejandra	1, 4	4	3, 7	3, 7	8	1, 3	3
Amie	none	1	2	6	3	4	none
Blondell	3, 7	4	4	4	2	4	4
Bulah	1, 4, 5	2, 4, 5, 8	1, 2, 5, 7	2, 3, 5, 7	1, 3, 8	1, 4, 5, 6	1, 4, 5, 6
Carlene	1, 4, 7	1, 4, 6	2, 4	1, 3	3	2, 4	2, 4, 7
Jamie	2, 4	1	6, 8	1, 7	1, 7	1, 4, 5	1, 4, 5
Kelly	1, 2, 3, 4, 6	1, 3, 5, 6	1, 2, 3, 6	2, 3	1, 2, 3	1, 2, 3, 4, 5, 6	1, 4, 5, 6
Kurt	1, 4, 6, 7	1, 4, 7	6, 7	4, 6, 7, 8	6, 7	1, 2, 7	1, 3
Lorraine	1, 2	4	3	1, 3	3, 8	1, 2	1, 4
Myra	1, 3, 4, 5, 6	1, 3, 4, 5	1, 2, 3	1, 3, 4, 5, 6	1, 2, 3, 6	1, 3, 4, 5, 6	1, 3, 4, 5
Neil	1, 4, 6	1, 4, 5, 6	1, 4, 5, 6	1, 3, 4, 5	1, 3, 5, 6, 8	1, 3, 6	1, 5, 6
Stella	1, 2, 3	1, 2, 5, 6	1, 3, 7	1, 2, 3, 6, 7	1, 2, 7	1, 4	1, 2, 3
Valene	1, 4, 5, 6	1, 4, 5, 6, 7	1, 4, 5, 6	1, 4, 5, 6, 7	1, 5, 6, 8	1, 4, 5, 6	1, 2, 4, 5

As illustrated in the tables above, there was a reasonable degree of variability in the mathematical practices (MPs) chosen amongst and within problems, and amongst and within PSTs for each problem set. In addition, there was a reasonable degree of variability amongst the combinations and number of practices chosen. For example, for problem #2 of Problem Set #4 (Table 1), the number of practices chosen by any one PST ranged from one (Amie) to six (Stella). Furthermore, although Bulah and Blondell each solved problem #1 of Problem Set #5 showing very similar written work, Bulah identified the problem as involving MP.3 and MP.7, whereas Blondell identified MP.1, MP.4, and MP.5.

Although such results might be expected, considering the potential for idiosyncratic interpretations of the mathematical practices, the interaction and overlap amongst practices (PARCC, 2012, p.13), and the limited opportunities PSTs had to discuss and operationalize the practices, my intent was to gather data with which to develop a baseline for PSTs' conceptions of the mathematical practices. Such a baseline would then serve to guide future engagements with these and other teachers.

A particular interesting result involved the frequency with which certain pairs of mathematical practices were identified. Figure 1 illustrates the frequency with which pairs of practices were chosen by PSTs (weight of pair connection) for the two problem sets combined. For example, MP.4 and MP.5 occur together in each of the combinations 1, 4, 5 and 4, 5, 7, 8.

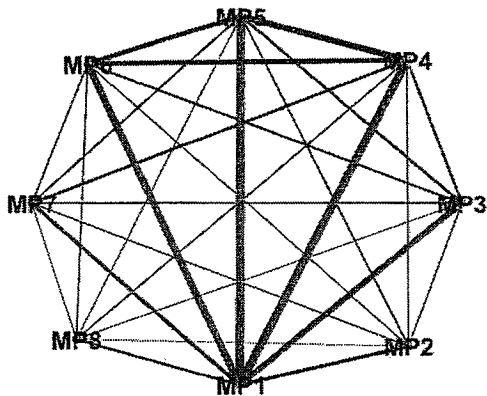


Figure 1. Strength of mathematical practice pairs. This network graph displays the strength of pairs of mathematical practices for Problems Sets #4 and #5 combined (generated with Gephi, www.gephi.org).

As Figure 1 indicates, other than pairs that included MP.1 (e.g., MP.1 and MP.5), the pairs MP.4 and MP.5, MP.4 and MP.6, and MP.5 and MP.6 occurred with the greatest frequency. This result also held true when each problem set was examined individually. The frequency with which the pair MP.4 and MP.5 occurred might be accounted for in light of their relationship (modeling and using tools) in McCallum's (2011) higher order structure to the practice standards.

In order to attempt to explain the frequencies with which individual, pairs, or combinations of practices were chosen by PSTs, I looked for potential relationships between the problems' features and the practices selected. Particular features included: whether the problem asked for an explanation, involved a realistic context, asked students to critique another's reasoning or

justify their statements, included a mathematical representation or object (e.g., diagram, table, graph, formula, triangle), or requested a mathematical representation be constructed. The main reason for focusing on the problems' features was due to PSTs' limited experiences with the practices. As such, I anticipated much of PSTs' decision making would be based on what they deemed as relevant between the problems' features and the practice descriptions provided in the Common Core documents. Table 3 displays the problem features, the problems associated with each feature (PS4: P6 indicates problem #6 from Problem Set #4), and the standard score for each mathematical practice (MP).

Table 3

Mathematical Practice Standard Score by Problem Feature

	Standard Score (z)				
	Explain PS4: P1, P3, P4 PS5: P1, P2, P3, P4, P6	Context PS4: P1, P2, P4, P6, P7 PS5: P1, P6, P7	Critique/Justify PS4: P6 PS5: P4, P5	Includes Rep PS4: P1, P2, P3, P4, P5 PS5: P3, P4, P5, P7	Requests Rep PS4: P7 PS5: P1, P2
MP.1	1.78	1.80	1.89	2.12	1.50
MP.2	-0.44	-0.56	-0.13	-0.57	-0.79
MP.3	-0.13	-0.39	0.88	0.03	-0.67
MP.4	0.89	1.04	0.38	0.03	1.50
MP.5	0	0.27	-0.63	0.37	0.01
MP.6	0.13	-0.12	-0.63	-0.10	0.13
MP.7	-0.70	-0.88	-0.63	-0.57	-0.79
MP.8	-1.52	-1.16	-1.14	-1.31	-0.90

As Table 3 illustrates, problems involving a realistic context were associated with MP.4 being selected ($z = 1.04$). This was anticipated considering MP.4's description, "Mathematically proficient students can apply the mathematics they know to solve problems arising in everyday life, society, and the workplace" (CCSSI, 2010, p. 7). For Problem Set #4, MP.5 was also frequently chosen ($z = 0.51$) for "Context" problems, but not for Problem Set #5 ($z = 0.03$). Problems explicitly requiring students to critique or justify were associated with MP.3 being selected ($z = 0.88$). This result was also expected due to the nature of MP.3—"Construct viable arguments and critique the reasoning of other" (CCSSI, 2010, p. 6). Problems requiring students to explain their work, their thinking, or their reasoning were associated with MP.4 being selected ($z = 0.89$). This result was surprising, since I anticipated such problems would motivate PSTs to choose MP.3, "construct viable arguments" (CCSSI, 2010, p.6) and/or MP.6, "communicate

precisely to others” (CCSSI, 2010, p. 7). The standard score for MP.4 was larger for such “Explain” problems in Problem Set #5 ($z = 1.08$) than for Problem Set #4 ($z = 0.21$).

Problems including a mathematical representation were only associated with MP.1. For Problem Set #4 alone, including a representation (e.g., table, graph) was associated with MP.5 ($z = 0.80$), suggesting PSTs conceived such representations as being tools. Alternatively, for Problem Set #5, including a representation or object (e.g., a triangle), even for problems not also asking for an explanation, critique, or justification, was associated with MP.3 ($z = 1.01$). Finally, problems requesting students construct a mathematical representation (e.g., table, chart) were associated with MP.4 ($z = 1.50$), suggesting PSTs might have focused on MP.4’s statement, “Mathematically proficient students...are able to...map their relationships using such tools as diagrams, two-way tables, graphs, flowcharts and formulas” (CCSSI, 2010, p. 7).

PSTs were also required to articulate where and how they believed their written response exhibited the chosen practice(s) being employed. Unfortunately, only five PSTs responded to this request for Problem Set #4, and only four of those responded for Problem Set #5.

For PSTs, engagement in MP.1 was associated with employing or using a given or created mathematical representation as part of the solution process. Specific instances included: “When I created tree diagram to help me come up with the different combinations” (Neil) and, “Occurs by understanding the box plot info and using it to solve the problem”(Jamie). Myra, who chose MP.1 for all 14 problems, indicated, “The first thing...all students have to do...is to make sense of problems and persevere in solving them. If a student cannot do this they have little to no chance of solving the problem.”

Engagement in MP.4 was associated with creating and interpreting some form of mathematical representation. Specific instances included: “Student must make a tree diagram to find all possible combinations” (Alejandra) and, “When I drew my hexagons to explain my answers” (Neil). Engagement in MP.5 was also associated with using or interpreting a mathematical representation, which helps to explain the frequency with which these practices were chosen in concert. Specific instances included: “When I used the graph to conclude my answers (Jamie)” and, “Read and manipulate grid and picture to help you solve the problem” (Myra). For Neil, the use of paper and pencil to draw geometric objects (e.g., triangles), as part of the solution process, was indicative of engaging in MP.5.

Finally, engagement in MP.6 was associated with the use of mathematical definitions, terms and symbols, and with working with units. Specific instances included: “When I used clear definitions” (Neil), “When dealing with units” (Amie), and, “Figure out what the “O” really means and explain what the origin tells us about the triangle (Myra).

Discussion

Although the mathematical practices that students have the potential to engage in depends on both the cognitive demand of the problem, task, or activity and its implementation, a teacher’s (and their students’) conceptions of the practices also play a significant role. PSTs in this study demonstrated restricted meanings for the practices—focusing on connected, but limited components of the practice descriptions. Specifically, although having a realistic context initially appeared to influence PSTs’ choice of MP.4, PSTs’ descriptions suggest a focus on the creation and interpretation of mathematical representations (i.e., tools or models). PSTs’ descriptions for MP.5 suggest a focus on whether or not a mathematical representation was used in the problem solving process. In addition, although some PSTs associated the use of mathematical representations as a means to make sense of the problem (MP.1), Myra indicated that engagement with MP.1 occurred almost by default (as long as the problem was able to be solved). Future research must explore how to support teachers’ development of mathematical practice conceptions of sufficient robustness to manage the development of similar increasingly sophisticated habits of mind in their students. Furthermore, larger scaled studies examining teachers’ conceptions of engagement in and exhibition of the mathematical practices over an increased sample of problems covering each relevant domain would help identify those practices or practice components that are the most difficult for teachers to operationalize, and provide insight into how best to support teachers in enacting and sustaining Common Core’s vision of developing mathematically competent students.

References

- Common Core State Standards Initiative (CCSSI). (2010). *Common Core State Standards for Mathematics*. Washington, DC: National Governors Association Center for Best Practices and the Council of Chief State School Officers.
- Jacobs, J., Hiebert, J., Givvin, K., Hollingsworth, H., Garnier, H., Wearne, D., (2006). Does eighth-grade mathematics teaching in the United States align with the NCTM Standards? Results from the TIMSS 1995 and 1999 Video Studies. *Journal for Research in Mathematics Education*, 37(1), 5-32.
- McCallum, B. (2011). *Structuring the mathematical practices*. Retrieved from: <http://commoncoretools.me/2011/03/10/structuring-the-mathematical-practices/>

Partnership for Assessment of Readiness for College and Careers (PARCC). (August, 2012).

PARCC model content frameworks for mathematics: Grades 3-11. PARCC.

Riordan, J. E., & Noyce, P. E. (2001). The impact of two standards-based mathematics curricula on student achievement in Massachusetts. *Journal for Research in Mathematics Education*, 32(4), 368-398.

Senk, S., & Thompson, D. (Eds.). (2003). *Standards-oriented school mathematics curricula: What does the research say about student outcomes?* Mahwah, NJ: Erlbaum.