



# St. Petersburg Collegiate High Schools

Governing Board Meeting

Midtown

January 16, 2024

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## Agenda

1. Reunification Plans
2. Referendum fund plans
3. Renewal of SPG and TS charters
4. HIGHLIGHTS
  - a. STEM accreditation visit
  - b. school grades
  - c. school success rates
  - d. Rankings
  - e. National Merit Semi Finalists



# CHS Governing Board Meeting Agenda

1. Reunification Plans
  - Pursuant to Section 1001.212(14), Florida Statutes (F.S.)
2. Referendum Fund Plans
3. Renewal of SPG and TS Charters
4. Highlights
  1. STEM Accreditation Visit
  2. School Grades
  3. School Success Rates
  4. Rankings
  5. National Merit Semi Finalists



# STEM Spring Accreditation Visit

**Cognia accreditation  
meeting scheduled  
March 5, 2024.**



**COGNIA ACCREDITATION**



# School Grades



FLORIDA DEPARTMENT OF  
**EDUCATION**  
fldoe.org

## **“2023 Best High Schools”**

**“A” Rated Pinellas County School of Excellence**  
SPCHS South Pinellas (SPG)

**“A” Rated Pinellas County School of Excellence**  
SPCHS North Pinellas (TS)

**“A” Rated Pinellas County School of Excellence**  
SPCHS STEM (Downtown)



# School Success Rates

## SPG CHS/South Pinellas School Success

- 97.8% success rate in college classes for Fall 2023 semester
- 100% high school graduation rate
- 97% rate of Associate of Arts graduates
- 71% of our graduation class had a GPA of 4.0 or higher
- 2023 had a National Merit Scholar
- Recipient of 2017 & 2023 National Blue Ribbon School





# School Success Rates

## TS CHS/North Pinellas School Success

- 98.7% success rate in college classes for Fall 2023 semester
- 100% high school graduation rate
- 97% rate of Associate of Arts graduates
- Over 10 students participated in the study abroad program
- Seniors reported over 5,000 volunteer hours
- Seniors reported receiving over \$500,000 in scholarship money
- Home of the Biomedical Engineering Academy
- 2023 had one National Merit Scholar



# School Success Rates

## STEM School Success

- 97% pass rate in all CIT/Data Science Courses
- 94% Passing Rate for freshman in college courses
- 90% of freshman received a high school GPA of 3.0+



# US News & World Report Rankings



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## "2023-2024 Best High Schools"

**#3 Pinellas County Schools High Schools**

SPCHS North Pinellas (TS)

&

**#4 Pinellas County Schools High Schools**

SPCHS South Pinellas (SPG)

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U.S. News & World Report named St. Petersburg Collegiate High School to its prestigious list of "2023 Best High Schools" and awarded St. Petersburg Collegiate High School a bronze medal.





# NICHE Rankings

Congratulations!



NICHE IS PROUD TO RECOGNIZE

**St. Petersburg Collegiate  
High School**

FOR ACHIEVING THE RANK OF **#1**

**Best Public High Schools in Tampa Area**

September 2023

  
Luke Skurman, Chief Executive Officer

Congratulations!




NICHE IS PROUD TO RECOGNIZE

**St. Petersburg Collegiate  
High School North Pinellas**

FOR ACHIEVING THE RANK OF **#6**

**Best Public High Schools in Pinellas  
County**

September 2023

  
Luke Skurman, Chief Executive Officer



# NICHE Rankings



**“#1 Best Charter High School  
#1 Best Public High School  
#1 Best Public HS Teachers  
#1 Best College Prep Public HS”  
Tampa Metro Area**

St. Petersburg Collegiate High School Gibbs has earned numerous #1 accolades from Niche K-12. In addition, our North Pinellas campus came in at #6 Best Public High School in the Tampa Metro area.



# National Merit Semi Finalist



**Logan Brown,  
SPCHS Gibbs**



**Vivienne Cseh,  
SPCHS North Pinellas**





# Questions?





1) Referendum Funds CHS 2023-24

\*Pinellas county voters approved a ½ mill property tax to help recruit and retain teachers, and boost the visual arts, music, reading, and technology in our k-12 schools. This was 1<sup>st</sup> approved by the Pinellas county voters in 2004, and has been repeatedly approved every 4 years. This current referendum will run through 2024.

\*Our CHSs received \$453,347.

\*80% of these funds are designated for bonuses and professional development, and the remaining 20% are to be used for visual arts, music, reading, and technology.

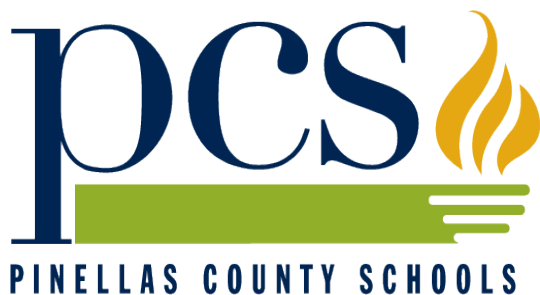
Upon your approval we will be able to give each eligible staff member supplemental pay of \$3,000 out of that designated 80%, along w/ valuable professional development opportunities.

The remaining 20% (\$90,669) will be used as directed for visual arts, music, reading, and technology.

**St. Petersburg Collegiate High School**  
**St. Petersburg/Gibbs Campus**



**Emergency**  
**Management Plan**



# School Emergency Plan Information

## School Information

<b>School Name</b>	St. Petersburg Collegiate High School
<b>Address/City/Zip</b>	6605 5 <sup>th</sup> Avenue North
Phone Number Main/Private	727-341-4610
<b>Date of Plan</b>	July 30, 2023

## School Administrative Team Administrative Team

<b>Name</b>	<b>Position</b>	<b>Work</b>	<b>Home or Cell</b>
Ian Call	Principal	(727) 341-3521	(727) 698-0136
Zanetta Robinson	Assistant Principal	(727) 712-5265	(727) 466-7634

## SPC Administrative Team Administrative Team

<b>Name</b>	<b>Position</b>	<b>Work</b>	<b>Home or Cell</b>
Leslie Hafer	Provost	(727) 341-4603	(229) 630-2922
Denotra Showers	Associate Provost	(727) 791-2456	(727) 798-4291

## Staff Members

<b>Name</b>	<b>Position</b>	<b>Number</b>	<b>Home or Cell</b>
Martha Alvarez	Administrative Specialist	(727) 341-4610	(727) 238-0054
Spartak Vygovskiy	Safe School Officer	(727) 309-3732	(727) 309-3732
Barry Wireman	SPC Security	(727) 631-1709	(727) 946-3144
Tony Farren	Facilities Supervisor	(727) 420-6984	

## Certified Designee to Work with PCSO Child Abuse Investigator

LaDawn Bell, Guidance Counselor



# Collegiate STEM Positive COVID-19 Test Protocols



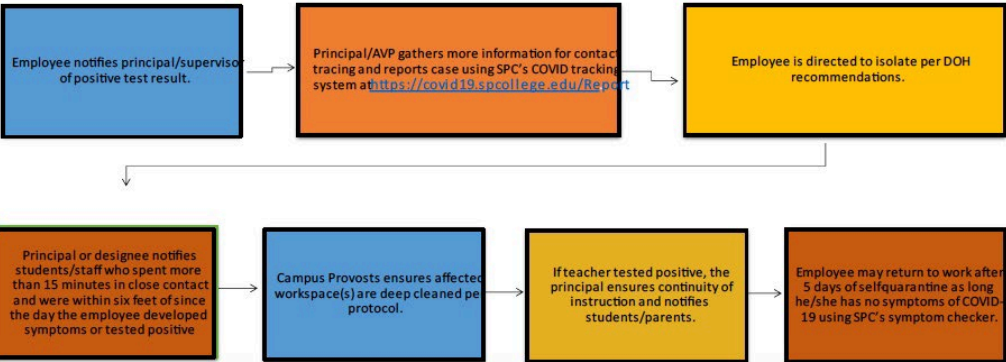
Principal/AVP Responsibility

Students Responsibility

Employee/Parent Responsibility

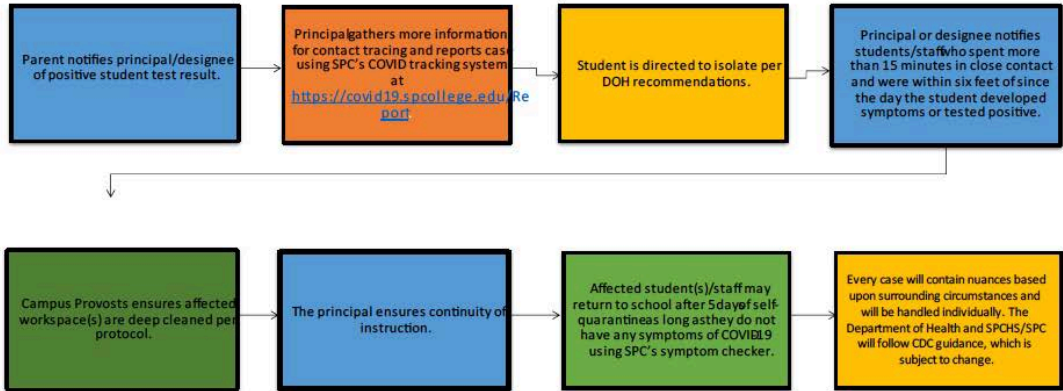
Every case will contain nuances based upon surrounding circumstances and will be handled individually. The Department of Health and SPCHS/SPC will follow CDC guidance, which is subject to change.

## Positive Confirmed Case: SPCSHS Staff Member

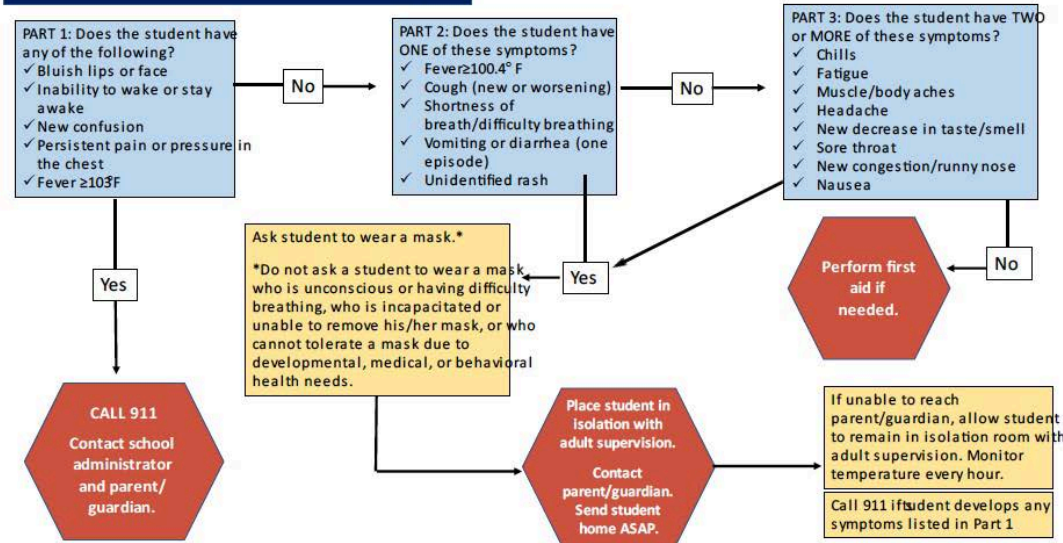




# Positive Confirmed Case: Parent Notification for Student



## DOH-Pinellas Recommendations for Students with Symptoms



# Emergency Team Assignments

In general, Incident Command System (ICS) Emergency Team roles should be a logical, reasonable parallel to day-to-day work assignments.

## Emergency team members / responsibilities

<b>Emergency Coordinator:</b>	Ian Call
<b>Parent/Family Liaison:</b>	Zanetta Robinson
<b>Security Liaison:</b>	Spartak Vygovskiy
<b>Media Liaison:</b>	SPC-Rita Farlow PCSB-Isabelle Maszarenas
<b>Medical Liaison:</b>	Spartak Vygovskiy
<b>Counseling Liaison:</b>	LaDawn Bell

## Staff Responsible for:

<b>Gas, water, electric shut-off:</b>	Tony Farren
<b>Fire Alarm:</b>	Tony Farren
<b>Sprinklers:</b>	Tony Farren
<b>Panic Button(s):</b>	Barry Wireman

In the event of a campus emergency event, the St. Petersburg College Campus emergency management plan will supersede this emergency plan and the Provost of the campus will follow that plan in designating individuals to fulfill the above roles. In the campus emergency response plan, the principal Ian Call, will fulfill the role as parent liaison.

## Go Box

The Go Box is filled with the equipment needed to provide immediate aid, procedure assistance and accurate accountability of students, staff and visitors.

Go box locations: SS 218

Staff responsible for updating and maintaining items in the box: Ian Call

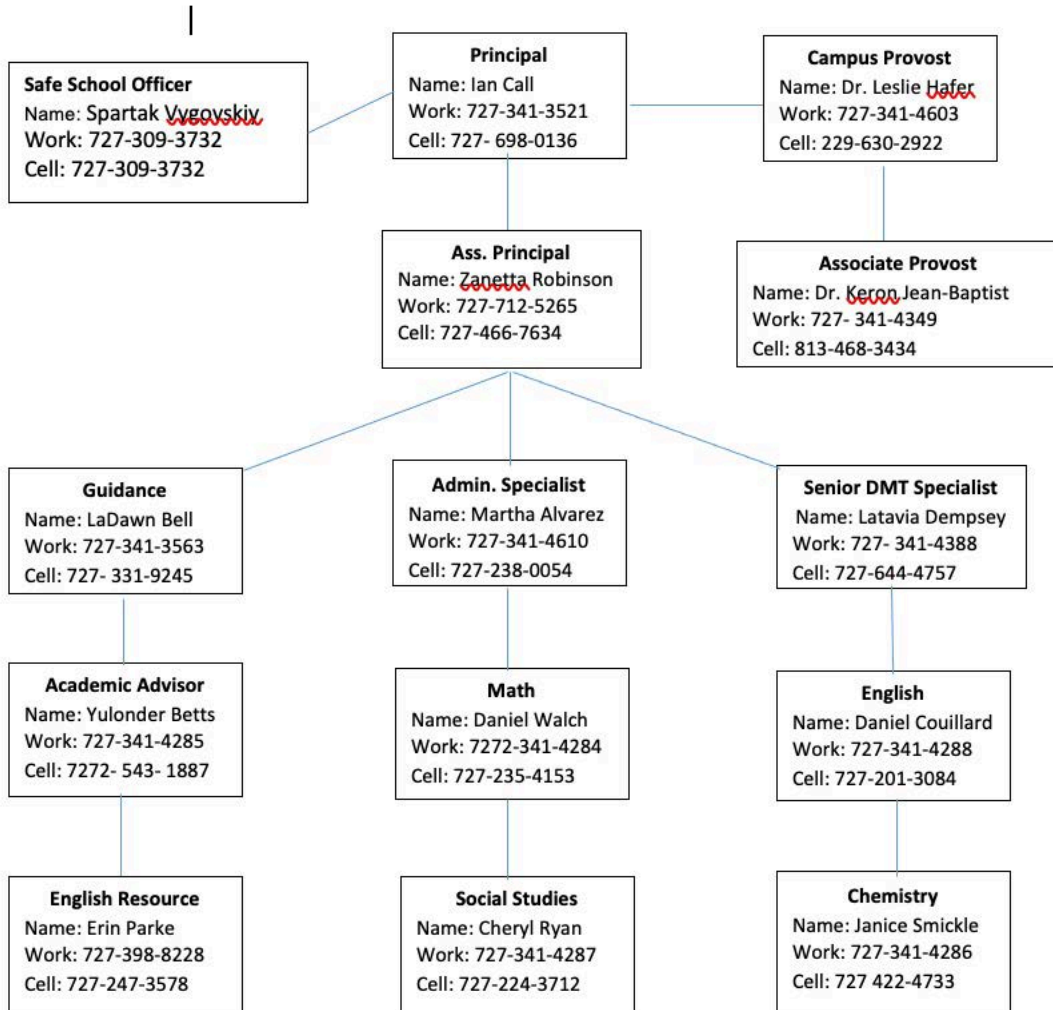
Staff responsible for taking box when indicated in plan: Ian Call

### Contents:

- An adequate first aid kit, with disinfectants
- Latex gloves
- Flashlight
- Bullhorn
- Floor plan of the school
- Copies of master list of students
- Paper, index cards, markers, pencils
- Tape
- Student roster, photos of students
- Student and staff health information; clinic cards; a list of students with medical needs,
- Emergency phone numbers
- List of staff trained in first aid and CPR
- District personnel directory
- Schedules of classes
- Batteries
- Towels
- Tissues
- Signs for areas to be set up, i.e., Parent Pick-Up Area, Media Area, Medical Area, Command Post, and Counseling Area
- Multiple blank copies of Medical Information Form
- Multiple blank pages of your school's student sign-in sheet
- Telephone directory
- Faculty and staff roster

# Phone Tree

SPCHS will utilize a phone tree to notify all staff in the event of a crisis or emergency which occurs outside of school hours. Since the school will most likely have to deal with the event the next school day, it is important that the staff be aware and prepared prior to arriving at school. The phone tree will serve as a follow up to any School messenger communication that will go out.





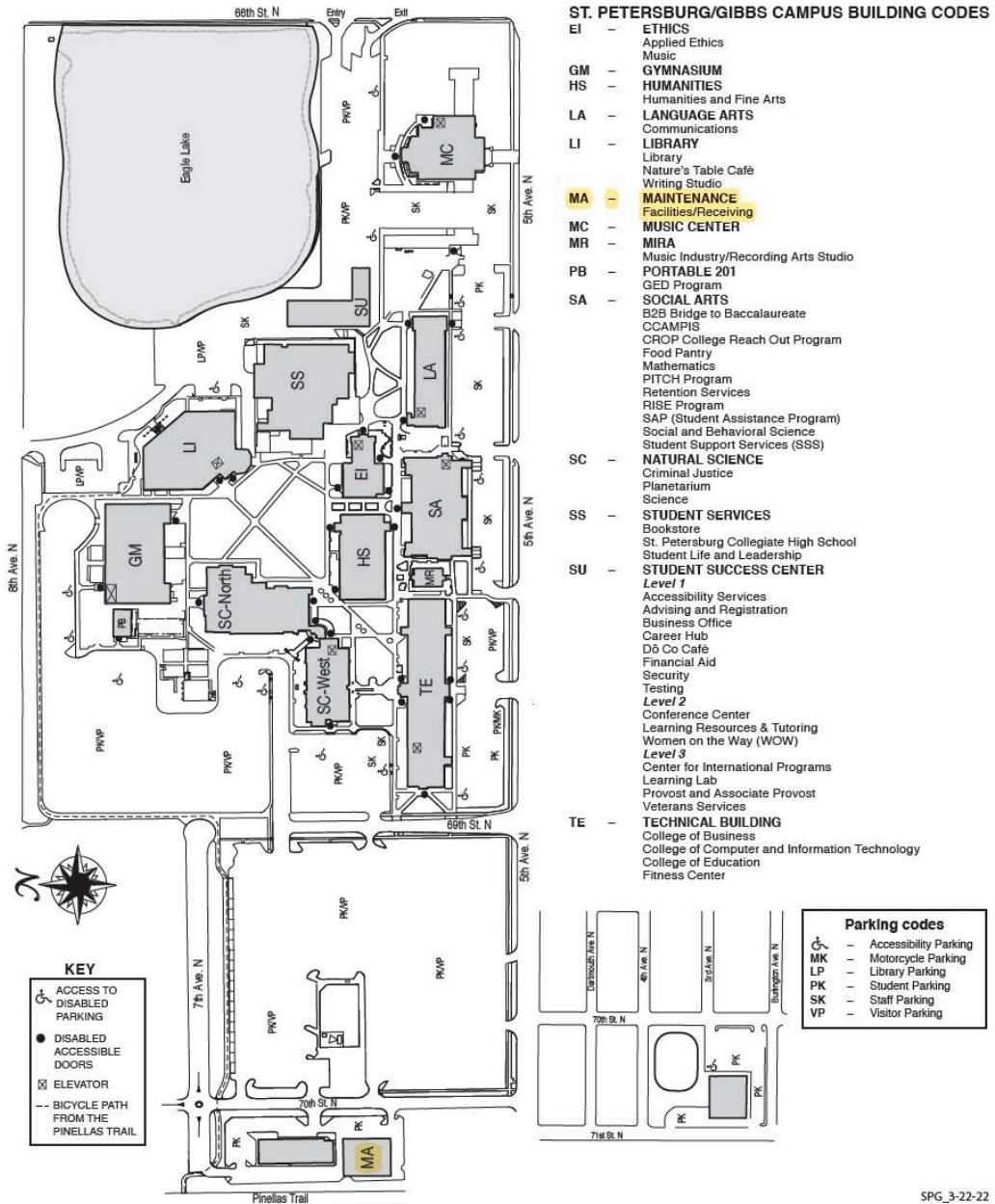
# On-Campus Alternate Building Location: Walking Distance

During an incident, it may be necessary to move students to an Alternate Building Location rather than using the typical Outdoor Assembly Area.

Facilities Maintenance Building  
 West Side of Campus  
 6605 5<sup>th</sup> Avenue North  
 St. Petersburg, FL 33710

## St. Petersburg/Gibbs Campus

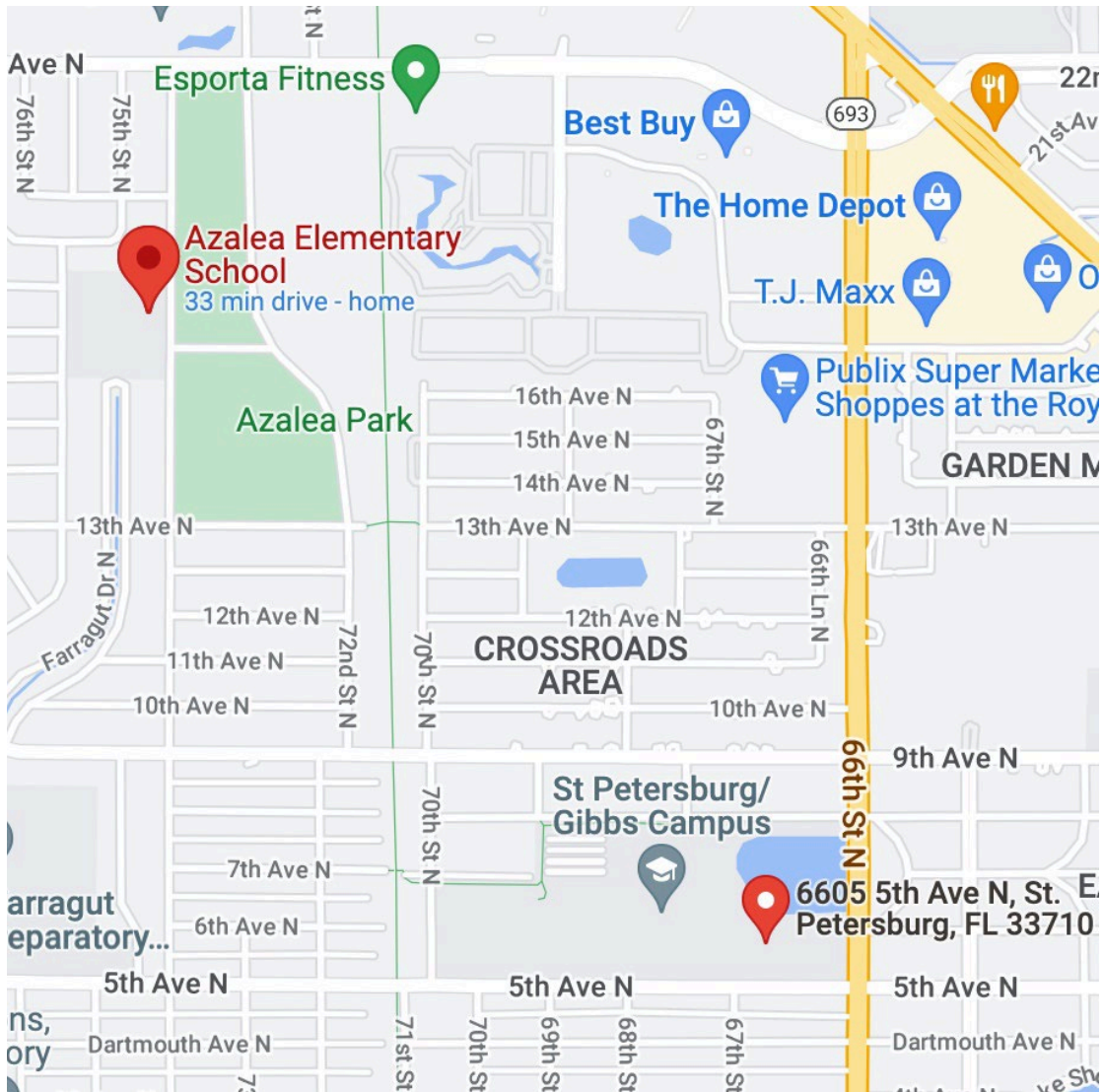
St. Petersburg/Gibbs Campus  
 6605 Fifth Ave. N, St. Petersburg



SPG\_3-22-22

## Off-Campus Alternate Building Location: Walking Distance

Azalea Elementary School  
1680 74th St N  
St. Petersburg, FL 33710



## Alternate Building Location: Requiring transportation

### Alternate Building Location

St. Petersburg College Seminole Campus  
9200 113th St N  
Seminole, FL 33772

Students will be evacuated to the Digitorium and SPCHS will utilize the St. Petersburg College busses to evacuate the students to the Seminole Campus.

## **Assembly Area (Outdoors, for Standard Evacuation)**

If an emergency requires the set-up of an assembly area with a command post, assembly area, first area, heliport landing area, or other areas for specific purposes, the campus provost for St. Petersburg College will designate those areas according to the campus emergency management plan.

## **St. Petersburg Collegiate High School Reunification Plan**

### **On-Campus Reunification**

If the campus is safe to conduct reunification procedures on campus, SPCHS will utilize the TE building to complete the unification process. SPCHS will utilize the second floor of the TE building to supervise students and SPCHS will use the first floor for Parent Check-In and Family Waiting Area.

### **Off-Campus Reunification**

If the campus is not safe for reunification, SPCHS will utilize Azalea Elementary School as the reunification site. SPCHS will create a Student Supervision area in the media center. The front office will be used for parent check-in and a classroom will be used for the Family Waiting Area.

### **Communication Plan for Parents and Guardians**

SPCHS will communicate with parents and guardians via the School Messenger system that sends out mass phone calls and emails to parents. In addition, SPCHS will send out text messages via remind. SPCHS will utilize the message below:

Hello SPCHS Families,

This is Dr. Call with an important message from St. Petersburg Collegiate High School. Today is ..... It is ..... am/pm. The emergency situation on campus is over. Please listen carefully to these student-release instructions. Parents, please go to the (REUNIFICATION SITE) located at (ADDRESS) to pick up your child. Do not come to the school.

All students will be taken to the (REUNIFICATION SITE) located and released to parents and guardians there. Bring your photo identification with you to the (REUNIFICATION SITE)

School staff will check your ID against a list of individuals approved to sign out each student. This is for the safety of your child.

Thank you for your patience as we work to reunite you with your child.

### **Reunification Site Areas/Personnel**

1. Parent Check-in Area
  - Lead: Ian Call
  - Staff: Latavia Dempsey, Kellye Rainwater
  - Runners: Dan Couillard

2. Reunification Area
  - Lead: Zanetta Robinson
  - Staff: Martha Alvarez, Erin Parke, and Dan Walch
3. Student Supervision Area
  - Lead: LaDawn Bell
  - Staff/Runners: Janice Smickle, Cheryl Ryan, and Yulonder Betts

## **Parent Check-In/Reunification Procedures**

**Step 1:** SPCHS will use the Student Emergency Contact List in the SPCHS Go Box to determine eligibility to pick up a student.

**Step 2:** Staff will verify the person requesting to pick up the student is on the list by checking their ID against the list

**Step 3:** Parent guardian will sign next to the student's name on the Emergency Contact List

**Step 4:** Once verified, parents will be escorted by a staff runner to the Family Waiting Area.

**Step 5:** The staff runner will retrieve the student from the Student Supervision Area and take them to the Family Waiting Area.

# Active Assailant

## Active Assailant Response Protocols

SPCHS faculty, staff, and students will receive training on the following procedures that will provide the safest environment for students and staff upon activation of the school's active assailant response protocols.

Important Note: Any and all school personnel may directly activate the school's active assailant response procedures through the school's intercom system without consultation with anyone else.

### Run

- Have an escape route and plan in mind
- Students should leave their belongings behind
- Teachers need to take their Red Emergency Binder
- Everyone should keep hands visible

### Hide

- Cover the door's window and shut all blinds
- Hide in an area out of the shooter's view in the classroom's "hard corner"
- Block entry to your hiding place and ensure the doors are locked
- Silence all cell phones

### Fight

- As a last resort and only when your life is in imminent danger
- Attempt to incapacitate the shooter
- Act with physical aggression and throw items at the active shooter

## School Threat Assessment Team

Member Name	Position	Dates Participated in Training
Zanetta Robinson	Chair - Administrator	September 26, 2023
Kellye Rainwater	Vice Chair – School Counselor	September 26, 2023
LaDawn Bell	School Counselor	September 26, 2023
Dan Walch	SPCHS Teacher -Instructional Member	December 12, 2023
Robert “Bo” Bauman	Deputy - Pinellas County Sheriff's Office	October 16, 2023



## **Power/Internet Outage**

Verify all network and phone equipment as well as radio repeaters have UPS power connected. This will ensure 15 minutes of continuous paging, intercom and phone use in the event of power loss. Schools need to establish a communication plan using alternate means such as cell phones, bull horns, radios, etc. in case of extended power loss.

### For Power Outage

- Principal will notify the Facilities Supervisor and School Safety Officer
  - Facilities Supervisor: Tony Farren—(727) 420-6984
  - School Safety Officer: Spartak Vygovskiy (727) 309-3732
- Staff Members will use the intercom and cell phones for communications.
- Principal and School Safety Officer will ensure that Fire alarms are functional. If fire alarms are not functional, the principal will designate staff members for a modified fire watch.
- Principal will treat the outage as a lock out situation for doors only
- Visitors will not be allowed into the SPCHS portion of the SS Building.

### For Internet Outage

- Principal will notify the Technology Resources Supervisor and School Safety Officer
  - Technology Resource Specialist: Karla Gonzalez (727) 341-3091
  - School Safety Officer: Spartak Vygovskiy (727) 309-3732
- Staff Members will use the intercom system for communication.

## Best Practices Following a Critical Incident

The purpose of a crisis response team is to help the school return to normal function as quickly as possible.

- If the event occurs during school hours, notify staff through email. Announce “please check your email” over the intercom system.
- If the event occurs during non-school hours, notify staff through the phone tree.
- Conduct a stand up meeting before school to dispel rumors and update staff.
- Notify families through School Messenger or a letter home.
- If able, all teachers should work with their students in the classroom concerning the incident.
- Teachers may request assistance from the crisis response team members if needed.
- Students who need further assistance should report to the designated counseling area.
- Student Services policy strongly recommends that students return to class after one class period. If student is unable to return to class, parents should be notified.
- A separate counseling area should be available for staff affected by the incident. Crisis response team members will be available to assist them.
- If appropriate, a stand up meeting at the end of the day may be held to review events and determine future needs.

## Staff Skills Inventory

As part of the development of our Emergency Management Plan, St. Petersburg Collegiate High Schools has identified SPCHS/SPC staff members with special training or expertise:

### Mental Health Counseling

- LaDawn Bell – SPCHS St. Pete/Gibbs Campus
- Kellye Rainwater – SPCHS Tarpon Springs Campus

### Experience with Disabilities

- Daniel Walch – SPCHS St. Pete/Gibbs Campus

### CPR/First Aid

- Staff at the Collegiate High Schools are certified in CPR and receive First Aid Training every three years.

### Language

- Marth Alvaraz speaks French and Spanish

### Additional Resources

- In the event of an Emergency, St. Petersburg Collegiate High School will coordinate with St. Petersburg College to offer services to students with disabilities, mental health services, and language services.

## Teacher/Staff Survey:

### Students/Staff Needing Special Assistance

**Instructions:** Teachers are to fill in the name of any student/staff in their class who will require special assistance in the event of an emergency (*considering a variety of emergency conditions which may alter needs, such as severe weather, evacuation needs, hazardous materials, etc.*)

Person Needing Assistance	Assistance Needed	Person who will Assist

## Staff Buddy

Your name should only appear once on this list

My Name is:	My Room	My Buddy is:	Buddy's Room
Erin Parke	SS 228	Cheryl Ryan	SS 212
Yulonder Betts	SS 202	LaDawn Bell	SS 226
Latavia Dempsey	SS 218	Martha Alvarez	SS 226
Dan Couillard	SS 214	Dan Walch	SS 216
Zanetta Robinson	SS 218	Janice Smickle	SS 210

# Staff Buddy is:



# Student Accounting Form

Teacher    Date:    Time:

Class Period Room #

Who is your staff buddy?

Can you account for your teacher buddy? Yes/no – if no, last known location

# of Students enrolled per register

# of Students not in class today

# of Students present

# of Students not accounted for

Students or classroom volunteers elsewhere (library, office, nurse, etc.)			
Name	Location	Time student left classroom	Current location

Prepared by:

*Send to Attendance Post via student runner.*

<b>MISSING/UNACCOUNTED STUDENTS</b>		
NAME	LAST KNOWN LOCATION	TIME LAST SEEN

If all students are present and accounted for, please place an "X" through the above table.

Additional Comments (report fire, gas/water leaks, blocked exits, structural damage, etc.

IC notified of missing person(s): \_\_\_\_\_





## Secure Facilities

Requirement	Comment
Establish a schedule to test emergency communication systems in each school and determine if adequate signal strength is available in all areas of a school's campus.	Implemented Monthly with Pinellas County Sheriff's Office
Conduct school security risk assessments with law enforcement on every campus and report the findings to the school board and Office of Safe Schools.	Completed – May 2023 (Annual FSSAT assessment)
Coordinate with the appropriate public-safety agencies, a campus tour every three years for first responders.	Completed – May 2023 (Annual FSSAT assessment)
Requires each school and each school district to conduct comprehensive security assessments of each campus by use of the FSSAT and report the results of those assessments to the local school board and the Office of Safe Schools.	Completed – May 2023 (Annual FSSAT assessment)
Requires school safety specialist to collaborate with law enforcement and conduct annual school security risk assessments at each school by October 1.	Completed – May 2023 (Annual FSSAT assessment)
Each school shall have a communication system which any staff member may activate the school's active threat response procedures. The communication system must notify all persons on campus to react to the active threat.	Completed – August 2019
All schools shall have procedures in place that will provide the safest environment for all students and staff upon activation of the school's active threat procedures.	Completed – August 2022
Each classroom door with a window should have an opaque covering for the window readily available.	Completed – August 2019
Each classroom should have a clearly identifiable hard corner or safe corner marked.	Completed – September 2019
Teachers should be required to keep the hard corner free of immovable objects and set up their classroom so as to not impede access to the hard corner or safest area in the classroom.	Implemented Daily

## Daily Practices

<b>Requirement</b>	<b>Comments</b>
Establish an armed presence at each school via the deployment of an SRO, law enforcement officer, or school guardian.	Completed – August 2018
Specifies that the safe school officer requirement extends to charter schools and requires school boards to collaborate with charter school governing boards to facilitate charter school access to all safe school officer options.	Implemented Daily
Defines that each school must have an SSO present on each campus while school is in session.	Implemented Daily
All gates must remain closed and locked unless open for active ingress or egress.	Implemented Daily
All doors to buildings must remain closed and locked unless open for active ingress or egress.	Implemented Daily
When opened for active ingress or egress, every gate and door should be staffed and never left open and unattended.	Implemented Daily
Each classroom door should remain closed and locked during instruction.	Implemented Daily

## Planning and Preparation Source

Requirement	Comment
SESIR reports to the DOE and the final update/amendments by completed by the deadline.	Will be completed following the 2023-2024 school year.
Schools and school districts must comply with the Office of Safe Schools directives and requests for information.	Implemented daily and upon request from Pinellas County Schools
Requires active shooter drills in all K-12 schools, conducted by law enforcement, at least as often as other emergency drills. Also requires emergency plans to identify individuals responsible for contacting the appropriate primary emergency response agency.	Implemented Monthly with Pinellas County Sheriff's Office
Requires charter schools to comply with all aspects of the law.	Implemented Daily
Requires active threat drills to be developmentally and age appropriate.	Implemented Monthly with Pinellas County Sheriff's Office
Requires school boards and charter school governing boards to adopt an active assailant response plan.	Completed – August 2022
Requires each superintendent and charter school principal to verify by October 1, 2019, and annually thereafter, that all school personnel have received annual training on the procedures in the active assailant plan.	Completed – August 2023 (Training provided by Pinellas County Sheriff)
Requires school principals to notify all school personnel of their responsibilities to report any incident that poses a threat to school safety to the principal or their designee and that the disposition of each such incident is properly documented.	Completed – August 2023 (Training provided by Pinellas County Sheriff)
Requires each school district to report to the DOE by October 1 of each year that all schools in the district have completed the FSSAT.	Completed – Oct. 2023
Requires active threat (shooter) drills each month.	Implemented Monthly with Pinellas County Sheriff's Office
Schools districts must have written active assailant response procedures including school specific responses to an active threat.	Completed – August 2023
Written procedures must provide guidance to staff on how to initiate an active threat response.	Completed – August 2023
Written procedures must be physically distributed to every employee.	Completed – August 2023
Written procedures must clearly establish that any and all employees may directly initiate the school's active threat procedures without consultation with anyone else.	Completed – August 2023

## Positive School Climate Source

Requirement	Comment
Allows authorized members of the threat assessment team to obtain certain criminal history information.	Implemented during PCS Schools/SPC Threat Assessment Procedure
Requires the school threat assessment team to verify behavioral health intervention services remain intact for a student who transfers to a different school until the receiving school's threat assessment team determines the need for intervention services.	Implemented during PCS Schools/SPC Threat Assessment Procedure
Requires each school threat assessment team to use the statewide threat assessment database developed by the OSS.	Implemented during PCS Schools/SPC Threat Assessment Procedure
Each school shall have a behavioral threat assessment team which shall meet regularly and be proactive, not merely reactive, and shall consider behavior indicators. (Dir) The team shall be made up of at least a person with expertise in the following areas: counseling, instruction, school administration, and law enforcement. (1006.07(7)(a))	Implemented during PCS Schools/SPC Threat Assessment Procedure
Requires the transfer of student records from school to school to occur within 3 school days.	Procedure will be implemented when a student transfers to another school
Requires student records to include verified reports of serious or recurrent behavior patterns, including threat assessment evaluations and intervention services, psychological evaluations, and therapeutic treatment plans or progress notes created or maintained by district staff.	Procedure will be implemented when a student transfers to another school
Requires a student to disclose at initial registration for school any school district referral for mental health services associated with school expulsion, arrest resulting in a charge, or juvenile justice action.	Procedure will be implemented during registration at SPCHS.
Requires each student at the time of initial registration to note previous school expulsions, arrests resulting in a charge, juvenile justice actions, and referrals to mental health services the student has had.	Procedure will be implemented during registration at SPCHS.
Requires districts to promote the use of the mobile suspicious activity reporting tool (FortifyFL) by advertising it on the district website, newsletters, on school campuses, and installing it on mobile devices issued to students and by bookmarking its website on all computer devices issued to students.	Implemented Daily

**Charter School Referendum Fund Expenditure Plan  
2023-2024 School Year**

**School: St. Petersburg Collegiate High School**

**Official/Primary Contact: Ian Call**

**Phone Number: 727-341-3521**

**E-mail Address: [call.ian@spcollege.edu](mailto:call.ian@spcollege.edu)**

1. Summarize the school's expenditure plan for Program SALARY SUPPLEMENT – 2660.

- \$21,000.00 for \$3,000 salary supplements for 7 instructional personnel including classroom teachers and school counselors.
- \$65,638.16 for an additional staff member. The additional staff member will review and disaggregate student data to identify and implement interventions to maximize graduation rates, college acceptance, scholarship awards, and will assist students in all aspects of the college application process and monitor student progress.
- \$45,918.22 for benefits for the salary supplements and additional staff member cited above.
- \$30,000 for professional development for teachers and school counselors. Teachers will attend subject matter conferences and the annual Model Schools Conference.

Total anticipated expenditures = \$162,556.38

2. Summarize the school's expenditure plan for Program VISUAL ARTS - 2310.

- \$12,000.00 for art Supplies for the St. Petersburg Collegiate High School STEAM Club and for events that promote the visual arts at SPCHS. The supplies will consist of paints, canvasses, chalk, brushes, and other supplies for students to use during club meeting and events.

Total anticipated expenditures = \$12,000.00



3. Summarize the school's expenditure plan for Program MUSIC (PERFORMING ARTS) - 2320.

4. Summarize the school's expenditure plan for Program TECHNOLOGY - 2330.

- \$12,500.00 for robot parts, tools, competition fees, t-shirts, and other supplies for the St. Petersburg Collegiate High School Robot Club to build/repair/modify robots and compete in local/state Robotic Competitions.
- \$5,000.00 for hydroponics equipment for SPCHS to start a hydroponics garden at SPCHS.
- \$12,000.00 for online SAT/ACT preparation tools to help students increase their SAT/ACT scores and qualify for a Bright Futures Scholarship.
- \$51,936.44 for student computers. Students will use the computers to complete assignments and work on online courses.

Total anticipated expenditures = \$81,436.44

5. Summarize the school's expenditure plan for Program ELEMENTARY READING - 2341.

6. Summarize the school's expenditure plan for Program SECONDARY READING - 2342.

- \$10,000 for supplementary reading materials for English, Social Studies, Writing, Reading, and SLS. The supplementary reading supplies will include engaging books and online reading sources for students to use in Social Studies courses such as American History, World History, Contemporary American Literature, College Academic Success.

Total anticipated expenditures = \$10,462.62



**Charter School Referendum Fund Expenditure Plan  
2023-2024 School Year**

**School: St. Petersburg Collegiate High School North Pinellas**

**Official/Primary Contact: Ryan Halstead, Principal**

**Phone Number: 727-398-8465**

**E-mail Address: Halstead.ryan@spcollege.edu**

**Fund Expenditure by: June 30, 2024**

1. Summarize the school's expenditure plan for Program SALARY SUPPLEMENT – 2660.

- \$30,000 for professional development opportunities including bringing a team from Center for Model Schools for consult and for curriculum design and instructional strategies to increase the rigor and relevance of our 10th grade course offerings
- \$44,240 salary for Student Support Advisor position who will work with students in progress monitoring, provide supervision for online college classes in our Learning Lab, and assist students in studying and preparing for college courses
- \$18,000 for salary supplements for instructional personnel. SPCHSNP will provide a small supplement for our 5 instructors and 1 counselor in the amount of \$3000 each.
- \$18,000 for salary supplement SAT prep and summer boot camp for teachers to create and implement curriculum for a summer prep camp for incoming and current students
- \$42,528 fringe for Student Support Advisor, salary supplements for instructional personnel, and salary supplements for SAT prep and summer boot camp.

Total anticipated expenditures- \$152,768.00

2. Summarize the school's expenditure plan for Program VISUAL ARTS - 2310.

butterfly garden sign;

- \$7,000 is allotted for the purchase of art supplies and materials for students to paint mural(s) to enhance an outdoor area that will be used as an “Arts Venue” for visual art exhibits and other performances that showcase SPCHSNP students’ artistic abilities to stakeholders through art exhibits, musical performances, and poetry readings;
- \$3,000 is allotted for the purchase of quality art supplies and equipment that help students produced innovative and creative works of art. These works of art will be displayed on campus and students will be encouraged to enter their art works in competitions such as Reflections and Pinellas County student exhibitions.

Total expenditures- \$10,000

3. Summarize the school's expenditure plan for Program MUSIC (PERFORMING ARTS) - 2320.

N/A

4. Summarize the school's expenditure plan for Program TECHNOLOGY - 2330.

\$12,227.68 to purchase laptops and a new LCD projector for the conference room  
Total expenditures- \$12,227.68

5. Summarize the school's expenditure plan for Program ELEMENTARY READING - 2341.

N/A

6. Summarize the school's expenditure plan for Program SECONDARY READING - 2342.

N/A

7. Summarize the school's expenditure plan for Program LIBRARY MEDIA - 2343.

N/A

Submitted by: Ryan Halstead- Principal  
Name and Title

\_\_\_\_\_  
Signature Date

Charter Board Approval by: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature Date

If you have any questions, please contact the Charter School Office or [solinskyb@pcsb.org](mailto:solinskyb@pcsb.org).

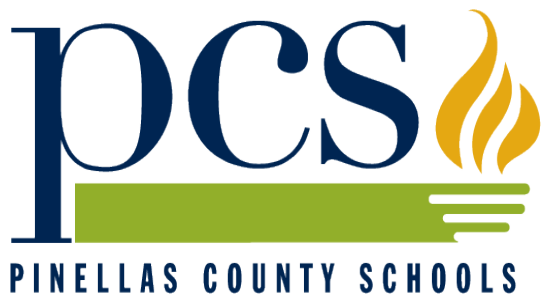
**St. Petersburg Collegiate High School**

**North Pinellas**

**Tarpon Springs Campus**



# **Reunification Plan**



# Emergency Team Assignments

In general, Incident Command System (ICS) Emergency Team roles should be a logical, reasonable parallel to day-to-day work assignments. Complete the form below to reflect your school Emergency Team assignments

## Emergency team members / responsibilities

<b>Emergency Coordinator:</b>	Ryan Halstead- Principal
<b>Parent/Family Liaison:</b>	TBD- Executive Assistant
<b>Security Liaison:</b>	David Withers- Schol Safety Officer
<b>Media Liaison:</b>	SPC-Rita Farlow- Exec. Dir. Of Strategic Communications PCSB-Isabelle Maszarenas- Strategic Communications
<b>Medical Liaison:</b>	David Withers- School Safety Office
<b>Counseling Liaison:</b>	Heidi Jolliffe- School Counselor

## Staff Responsible for:

<b>Gas, water, electric shut-off:</b>	Lee Brighton- SPC Facilities- TS Campus
<b>Fire Alarm:</b>	Victor Dukes- SPC Security- TS Campus
<b>Sprinklers:</b>	Lee Brighton- SPC Facilities- TS Campus
<b>Panic Button(s):</b>	Victor Dukes- SPC Security- TS Campus

In the case of an emergency, coordination will take place between the Principal of St. Petersburg Collegiate High School and the Provost of St. Petersburg College-Tarpon Springs. In the case of emergency at the high school, the principal will alert the provost and provide details on the emergency and plan of action. The phone

tree from page 7 will then be activated. The provost will coordinate with the principal necessary college resources if needed.

In the case of an emergency on the college, the college emergency plan will be followed utilizing Informacast and the campus wide emergency response plan.

## **St. Petersburg Collegiate High School North Pinellas Reunification Plan**

### **Reunification of Parents and Students**

Once students and staff are safe and law enforcement/first responders allow SPCHS to reunite students with parents/guardians, SPCHS will follow the plan below.

### **Communication Plan for Parents and Guardians**

SPCHSNP will communicate with parents and guardians via the School Messenger system that sends out mass phone calls and emails to parents. In addition, SPCHSNP will send out text messages via remind. SPCHSNP will utilize the message below:

Hello SPCHS Families,

This is Mr. Halstead with an important message from St. Petersburg Collegiate High School. Today is ..... It is ..... am/pm. The emergency situation on campus is over. Please listen carefully to these student-release instructions. Parents, please go to the **SPC Clearwater Campus** located at **2465 Drew Street, Clearwater** to pick up your child. Do not come to the school.

All students will be taken to the **SPC Clearwater Campus** located and released to parents and guardians there. Bring your photo identification with you to the **SPC Clearwater Campus**.

School staff will check your ID against a list of individuals approved to sign out each student. This is for the safety of your child.

Thank you for your patience as we work to reunite you with your child.

### **Reunification Site Areas/Personnel**

1. Parent Check-in Area
  - Lead: Ryan Halstead- Principal
  - Staff: TBD- Executive Assistant and Gloria Hancock- DMT
  - Runners to Retrieve Students: Ross Adang- History and Lauran Reed- Math
2. Family Waiting Area
  - Lead: Stephanie Pawlowicz- Assistant Principal



- Staff: Michelle Ratcliff- Student Support Advisor, Renee Foley- English, and Maria DeWese- Electives
3. Student Supervision Area
- Lead: Heidi Jolliffe- School Counselor
  - Staff: Sherry Segall- Chemistry

## **Parent Check-In/Reunification Procedures**

**Step 1:** SPCHSNP will use the Student Emergency Contact List in the SPCHSNP Go Box to determine eligibility to pick up a student.

**Step 2:** Staff will verify the person requesting to pick up the student is on the list by checking their ID against the list

**Step 3:** Parent guardian will sign next to the student's name on the Emergency Contact List

**Step 4:** Once verified, parents will be escorted by a staff runner to the Family Waiting Area.

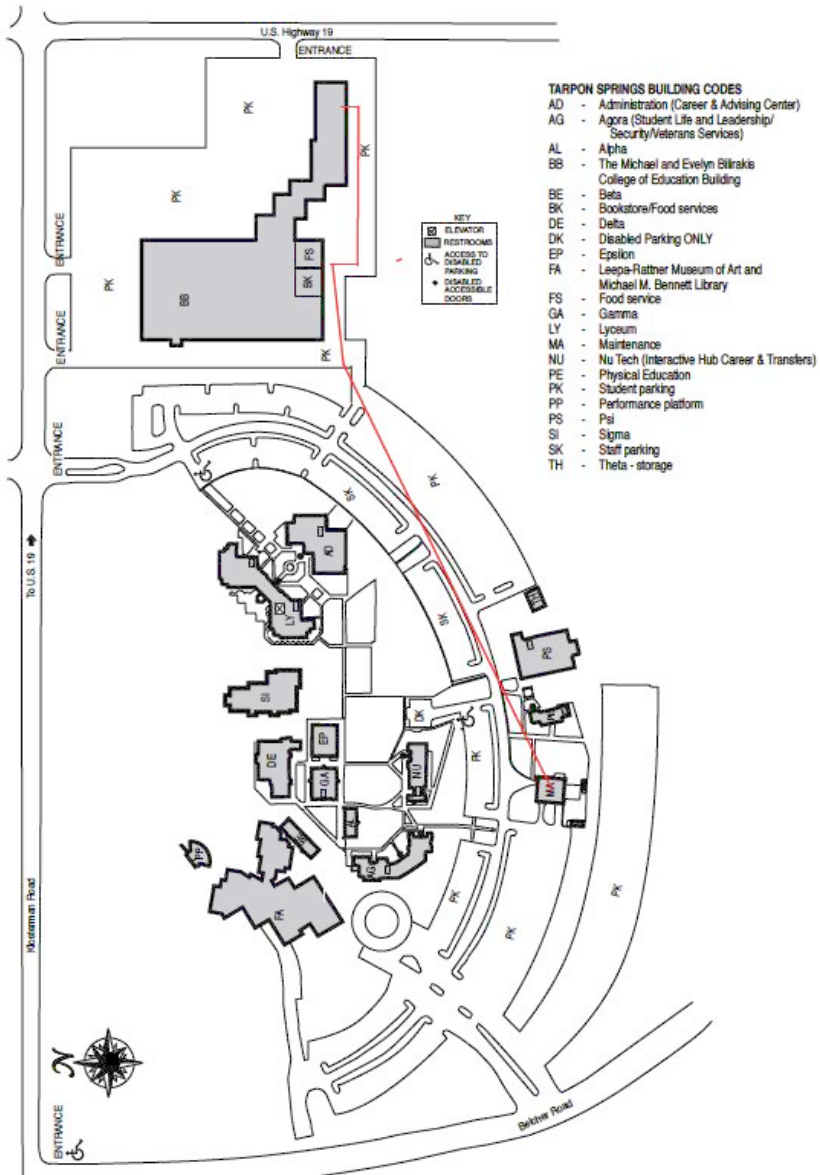
**Step 5:** The staff runner will retrieve the student from the Student Supervision Area and take them to the Family Waiting Area.

## **On-Campus Alternate Building Location: Walking Distance**

During an incident, it may be necessary to move students to an Alternate Building Location rather than using the typical Outdoor Assembly Area.

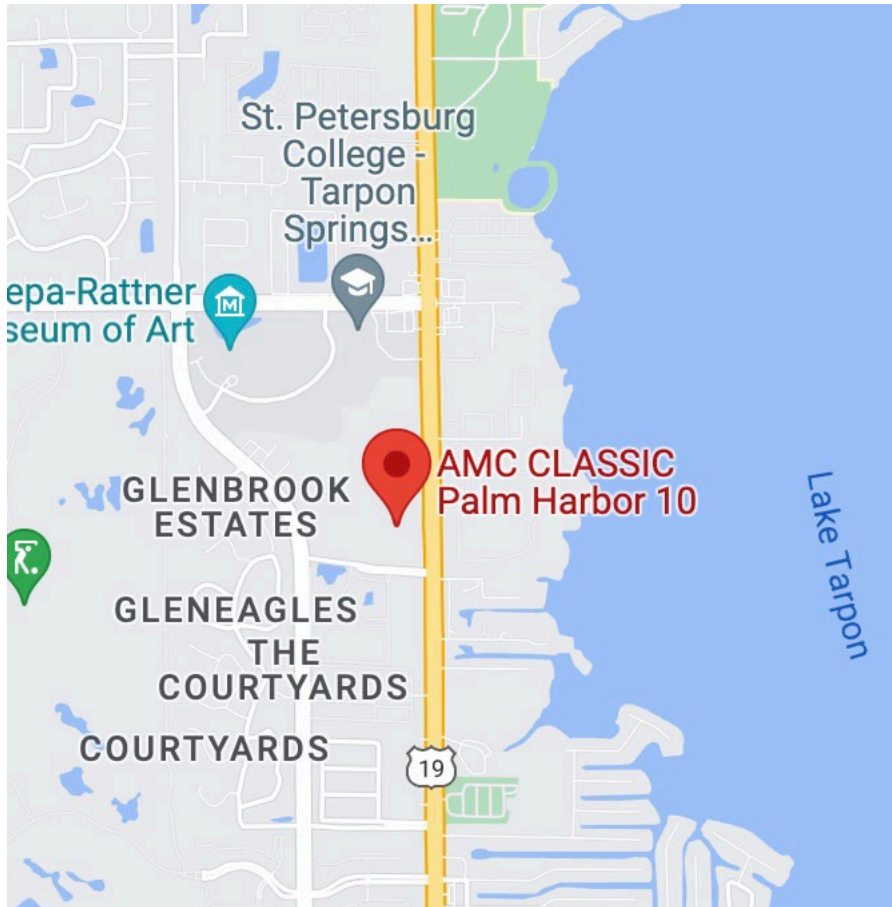
### **Alternate Building Location**

Facilities Building  
South Side of Campus  
600 Klosterman Road  
Tarpon Springs, FL 33689



**Off-Campus Alternate Building Location: Walking Distance**

AMC Classic Palm Harbor 10  
 37912 US Hwy 19 N  
 Palm Harbor, FL 34684



**Alternate Building Location: Requiring transportation**

**Alternate Building Location**

St. Petersburg College Clearwater Campus  
2465 Drew St, Clearwater, FL 33765  
Clearwater, FL 33765

Students will be evacuated to the Arts Auditorium on the Clearwater Campus and SPCHSNP will utilize the St. Petersburg College busses to evacuate the students to the Clearwater Campus.

**Assembly Area (Outdoors, for Standard Evacuation)**

If an emergency requires the set-up of an assembly area with a command post, assembly area, first area, heliport landing area, or other areas for specific purposes, the campus provost for St. Petersburg College will designate those areas according to the Tarpon Springs Campus emergency management plan.

# CHARTER SCHOOL AGREEMENT

Between

THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON  
BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH  
PINELLAS

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH  
PINELLAS

September 11, 2018

## CHARTER SCHOOL AGREEMENT

### DEFINITIONS

1

### SECTION 1:

A.	Application.....	2
B.	Term of Charter.....	2
	1. Effective Date .....	2
	2. Term .....	2
	3. Start-Up Date .....	2
	4. School Calendar .....	2
	5. Charter Modification.....	2
	6. Charter Renewal.....	3
	7. Periodic Review and Evaluation.....	3
C.	Education Program and Curriculum .....	3
D.	Renewal/Non-Renewal/Termination .....	4
E.	Post Termination Provisions .....	9
F.	General Statutory Requirements .....	11

### SECTION 2: ACADEMIC ACCOUNTABILITY

A.	Annual Objectives.....	11
B.	Assessments .....	13
	1. State required assessments .....	13
	2. Additional Assessments .....	13
	3. Accommodations .....	13
	4. Assessment Administration .....	13
	5. Reporting.....	13
	6. Technological Infrastructure.....	13
C.	Student Promotion/Graduation .....	14
D.	Data Access and Use Pursuant to Statute .....	14

### SECTION 3: STUDENTS

A.	Students Served.....	14
B.	Non-Discrimination .....	15
C.	Recruitment.....	15
D.	Eligible Students .....	15
E.	Class Size .....	16
F.	Projected Enrollment .....	16
G.	Annual Enrollment.....	16
	1. Preliminary Projection .....	16
	2. Annual Enrollment Capacity.....	16
	3. Final Enrollment Projection .....	16

H.	Maintenance of Student Records as Required by Statute .....	17
I.	Exceptional Students.....	18
J.	ESE administrative services.....	21
K.	English for Speakers of Other Languages .....	21
L.	Dismissal Policies and Procedures.....	21
M.	Student Code of Conduct, Suspension and Expulsion.....	22
N.	School/Parent Contract .....	22

**SECTION 4: FINANCIAL ACCOUNTABILITY**

A.	Revenue/State and Local.....	22
	1. Basis for Funding Student Reporting.....	22
	2. Millage Levy, if applicable .....	24
	3. Fees to be Charged to the School by the District.....	24
	4. Distribution of Funds Schedule .....	25
B.	Federal Funding .....	29
C.	Federal Grants .....	30
D.	Charter School Capital Outlay Funds .....	31
	1. Application.....	31
	2. Distribution .....	31
E.	Restriction on Charging Tuition .....	31
F.	Budget .....	31
	1. Annual Budget .....	31
	2. Amended Budget .....	31
	3. Start Up Funds .....	31
G.	Financial Records, Reports and Monitoring .....	32
	1. Maintenance of Financial Records.....	32
	2. Financial and Program Cost Accounting and Reporting for Florida Schools .....	32
	3. Financial Reports .....	32
	i. Monthly Financial Reports .....	32
	ii. Annual Property Inventory .....	32
	iii. Program Cost Report.....	32
	iv. Annual Financial Audit.....	33
	v. Form 990, if applicable.....	33
	vi. The School shall provide .....	33
	4. School's Fiscal Year .....	33
	5. School's Annual Audit.....	33
	6. Audit Report.....	33
	7. Financial Conditions .....	34
H.	Financial Management of School .....	34
I.	Description of Internal Operating Procedures .....	34

<u>SECTION 5: FACILITIES</u>	
A. Facility .....	35
B. Statutory Requirement .....	36
C. Dissolution or Termination .....	36
D. Conversion School .....	36
E. Religious Symbols .....	36
 <u>SECTION 6: TRANSPORTATION</u>	
A. Transportation Requirements .....	36
B. Safety .....	37
C. Funding .....	37
D. Legal Requirements .....	37
 <u>SECTION 7: FOOD SERVICES</u> .....	
38	
 <u>SECTION 8: INSURANCE AND INDEMNIFICATION</u>	
A. Insurance Requirements .....	39
B. Property Insurance .....	39
C. Personal Property Insurance .....	39
D. Worker's Compensation .....	39
E. Fidelity Bond/Crime Coverage .....	40
F. Certificates of Insurance .....	40
G. Failure to Secure and Maintain .....	40
H. School Indemnification .....	40
I. Applicable to All Coverages the School Procures .....	41
1. Other Coverages .....	41
2. Deductibles/Retention .....	41
3. Liability and Remedies .....	41
4. Subcontractors .....	41
5. Waiver of Subrogation .....	41
6. Defense outside the limits .....	41
J. District Indemnification .....	41
K. Sovereign Immunity .....	42
L. Notification of Third-Party Claim, Demand, or Other Action .....	42
M. Notice of Claims .....	42
1. Time to Submit .....	42
2. Notice of Cancellation .....	42
3. Renewal/Replacement .....	42
 <u>SECTION 9: GOVERNANCE</u>	
A. Governance of the School .....	42
B. Nonprofit .....	44
C. Bylaws .....	44



D.	Access .....	45
E.	Management Company .....	45
F.	Default or Breach by Management Company .....	46

**SECTION 10: HUMAN RESOURCES**

A.	Personnel.....	46
B.	Nonsectarian .....	46
C.	Certification .....	46
D.	Professional Development .....	46
E.	Suspended or Revoked Certificates .....	46
F.	Disclosure of Relatives Employed.....	46
G.	Hiring .....	47
H.	Disclosure of Qualifications .....	47
I.	Background Screening Policies .....	47
J.	Background Screening.....	47
K.	Anti-Discrimination .....	48
L.	Teacher and Principal Evaluations.....	48
M.	Administrator/Principal Employment.....	48
N.	Statutory Compliance.....	48

**SECTION 11: REQUIRED REPORTS/DOCUMENTS**

A.	Pre-Opening .....	48
B.	Monthly.....	49
C.	Annual.....	49
D.	Sponsor Request.....	50
E.	Information Disclosed to Third Parties.....	50

**SECTION 12: MISCELLANEOUS PROVISIONS**

A.	Impossibility .....	50
B.	Drug Free Workplace.....	50
C.	Entire Agreement.....	50
D.	No Assignment without Consent .....	50
E.	No Waiver .....	50
F.	Default Including Opportunity to Cure.....	51
G.	Survival Including Post Termination of Charter.....	51
H.	Severability .....	51
I.	Third Party Beneficiary.....	51
J.	Choice of Laws, Jurisdiction and Venue of Disputes .....	51
K.	Notice.....	51
L.	Conflict Between Charter and Florida Law .....	52
M.	Conflict/Dispute Resolution.....	52
N.	Citations .....	53
O.	Interpretation.....	53

APPENDICES

1. The Application
2. Governance Documents
3. ELL Plan

## THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

**THIS CHARTER** entered into as of the 11 day of September by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS.

### Definitions

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

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

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

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

*County* shall mean Pinellas County, Florida.

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

*FDOE* shall mean the Florida Department of Education.

*School* shall mean THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS.

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

*State* shall mean the State of Florida.

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

## Section 1

- A. Application: The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.
- B. Term of Charter:
1. Effective Date: This Charter shall become effective on the date it is approved by the both parties.
  2. Term: The term of this Charter shall be 5 years commencing on July 1, 2019 and ending on June 30, 2024, unless terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(6)(h), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.
  3. Start-Up Date: For the first year of operating under this Charter the School shall begin classes on the same day as the scheduled first day of classes of the St. Petersburg Collegiate High School (located on the St. Petersburg Gibbs Campus) The school cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this contract. In the event that the School has not submitted all Pre-Opening documents the School shall be afforded the opportunity to take one (1) planning year. The planning year does not extend the term of this Contract. Failure to open the School within 24 months of application approval is good cause for termination of this Charter.
  4. School Calendar: The School shall maintain the same school calendar as the St. Petersburg Collegiate High School School shall submit a proposed schedule for the school year for approval by the Sponsor no less than sixty (60) days prior to the beginning of the school year, such approval not to be unreasonably withheld.
  5. Charter Modification: This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as

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

6. Charter Renewal: This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.
7. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress towards meeting the standards and targets included in this contract, including academic goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.

C. Education Program and Curriculum:

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

D. Renewal/Non-Renewal/ Termination:

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth in section 1002.33(8), Florida Statutes.
  - i. Failure to participate in Florida's education accountability system created in s.1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
  - ii. Failure to meet generally accepted standards of fiscal management.
  - iii. Violation of law.
  - iv. Other good cause shown, which may include, but is not limited to, any of the following:
    - a. Failure to cure a material breach of any term or condition of this charter after written notice of noncompliance;
    - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
    - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
    - d. Failure by the School to provide the District with access to records as required by law or this Charter;
    - e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
    - f. Violation by the School of any court order pertaining to the operation of the School;
    - g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew

or should have known of the conduct underlying the conviction and failed to take corrective action;

- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- k. Perpetration of a fraud upon the District or material misrepresentation in the Application;
- l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
- m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act and applicable laws relating to English Language Learners (ELL).
- n. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved within the time period provided in this Charter;
- o. Willfully or recklessly failing to manage public funds in accordance with the law;
- p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- q. Failure to maintain the minimum number of governing board members that constitute a quorum for more than 30 days;



- r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.
- s. a failure by the School to meet one or more goal for student performance School as set forth in the Application or as reported annually to Sponsor;
- t. the School's receipt, from the Florida Department of State, of a school grade of "F" in any two consecutive school years;
- u. a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;
- v. a failure by the School to pay payroll taxes to the Internal Revenue Service;
- w. the School's delinquency in payments for its debts;
- x. the failure of the School's annual audit to comply with the requirements specified in this Agreement or the School's failure to timely submit financial reports or other reports required by s. 1002.33, F.S., or by this Agreement;
- y. the School's failure to meet generally accepted accounting principles;
- z. the School's failure to comply with the maximum class size requirements of Article IX, Florida Constitution for high school classes, and applicable State statute and regulation, which the School expressly acknowledges hereby that it will comply with;
- aa. the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management,

- efficiency, productivity, and financing of functions and operation;  
or (4) provide periodic progress reports as required by any  
financial recovery plan issued pursuant to s. 218.503, F.S.; or
- bb. the School's failure to timely submit all financial statements in the format specified by the Sponsor;
  - cc. the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by federal and state law;
  - dd. the School's failure to comply with the conflict of interest provisions of this Agreement relating to the receipt by a governing board member of financial benefit from the School's operations, including, without limitation, the receipt of grant funds or any violation of s. 1002.33(24), F.S.;
  - ee. the School's failure to timely submit the annual report to the Sponsor;
  - ff. the School's failure to timely submit the School Improvement Plan to the Sponsor;
  - gg. the School's failure to participate in all state assessment programs;
  - hh. the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
  - ii. the School's failure to comply with the education goals established by s. 1000.03(5), F.S.;
  - jj. the School's failure by a secondary school to comply with Sections 1003.43 and the student progression standards in 1008.25, F.S.;
  - kk. the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;
  - ll. the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local policies;

- mm. the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen years of age or older;
  - nn. the School's failure to timely submit the annual financial audit as required by s. 218.39, F.S.;
  - oo. the School's failure to comply with the Florida Building Code (including Chapter 423, F.S.) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;
  - pp. the School's failure to provide evidence of required insurance at any time during the term of this Agreement; or
  - qq. the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, F.S., or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board.
2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter.
- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
  - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract. Sponsor will elect whether to conduct a direct hearing or refer the hearing to the Division of Administrative Hearings for entry of a recommended order for Sponsor's consideration
3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.
- i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational

and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

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

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

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

#### E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any

contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.
4. In the event of termination, expiration or non-renewal of this Agreement, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the right of first refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
5. Upon initial notification of non-renewal or termination of this Agreement, the School may not expend more than \$10,000 per expenditures without prior written approval of the Sponsor unless the expenditure was included in the annual budget previously submitted to the Sponsor, is for reasonable attorney fees during the

pendency of an appeal, or is for reasonable fees and costs to conduct an independent audit.

6. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements:

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

**Section 2: Academic Accountability**

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives:

1. By September 15<sup>th</sup> of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes, provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15<sup>th</sup> of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system, provided that the Sponsor has received proficiency data

from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:

- i. Students scoring a level 1 on prior year assessment
  - ii. Students scoring a level 2 on prior year assessment
  - iii. Students scoring a level 3 or higher on prior year assessments
  - iv. Students with disabilities
  - v. English Language Learners
3. By October 15<sup>th</sup> of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, a goal for graduation rate, and may include performance on additional assessments included in the approved charter application. If the school will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
- i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.
4. By October 15<sup>th</sup> of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
- i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the

Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the FDOE.
6. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
7. **Methods of Measurement:** The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
8. **School Improvement Plans:** The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law.

**B. Assessments:**

1. **State required assessments:** All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. **Additional Assessments:** Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform
3. **Accommodations:** If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. **Assessment Administration:** All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The



Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. Reporting: The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
  6. Technological Infrastructure: The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.
- C. Student Promotion/Graduation: The School's student promotion policy shall be consistent with the provisions of the Application. The School [will/will not] adopt the Sponsor's student progression plan.

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

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

- D. Data Access and Use Pursuant to Statute: The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

### **Section 3: Students**

- A. Students Served: The School will serve students in grades 10 through 12.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Children of employees of the charter school and of the governing board members will be granted an enrollment preference; Children of other employees of St.Petersburg College will not be entitled to such preference. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The school may not request prior to enrollment, through the application or otherwise, whether the student is a student with a disability, or for IEPs, accommodation plans or any other documents relating to the student's status as a student with a disability.

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

- B. Non-Discrimination: The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

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

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

- D. Eligible Students:

- I. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may

constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the school will utilize.
  3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
  4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
  5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
  6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.
- E. **Class Size:** The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.
- F. **Annual Enrollment**
1. **Preliminary Projection:** No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
  2. **Annual Enrollment Capacity:** The School shall serve the number of students (240) and grade levels (10-12) as set forth in Appendix I and such amendments to these numbers and grade levels as may from time to time be approved by the Sponsor. School shall have and maintain a minimum of 200 students. The School acknowledges and agrees that these minimums are necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain these minimum enrollments shall constitute good cause for termination of the Agreement. Any increase in the maximum number of students noted herein

above must be approved as an amendment to this Charter by Sponsor at a regularly scheduled School Board meeting. Further, before any increase in the maximum number of students of 100 or more from the number of students noted herein above, whether such increase be in one request or cumulative over time, School must follow the same procedure and meet the same standard relating to siting approvals of original locations.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this contract, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFPP payments. Such projection shall be reviewed and approved by Sponsor, such approval not to be unreasonably withheld. If Sponsor does not approve of projection, Sponsor and School will work together to determine a projection that is agreeable to both parties.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

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

H. Maintenance of Student Records as Required by Statute:

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate

school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.
  6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
  7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
  8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
  9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.
- I. Exceptional Students: Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the

Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

School will make a continuum of placements available to students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

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

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

The Sponsor will serve as the LEA at all eligibility staffings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

#### 4. Due Process Hearing:

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

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE Administrative Services: ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures:

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide them to Sponsor for review and approval prior to adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

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

The School may not withdraw a student involuntarily for poor attendance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.



The School agrees to dismiss students as described in Sponsor's Code of Student Conduct. Students may not be dismissed from, nor denied re-enrollment to, School for acts or omissions of the student's parent(s). The School's board of directors shall recommend expulsions to the Sponsor. Only the Sponsor has the ultimate authority in case of student expulsion.

- M. Student Code of Conduct, Suspension and Expulsion: The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.
- N. School/Parent Contract: The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

#### **Section 4: Financial Accountability**

##### A. Revenue/State and Local:

###### 1. Basis for Funding: Student Reporting

- i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
- ii. The School agrees to accurately report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the

District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District. The School shall provide all required information within the same schedule required for all other of Sponsor's schools. The School shall not use the Sponsor's data processing system to access information on any students other than those currently enrolled in the School.

- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. If the Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Agreement, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.
- v. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

- vi. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.
- vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.
2. Millage Levy, if applicable: The District provides additional funding to the School via applicable capital outlay required by statute and, may, at its discretion provide additional funding operating millage levied by the Sponsor.
3. Fees to be Charged to the School by the District: The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

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

Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School that is not provided pursuant to s. 1002.33(20), F.S., at the following rates:

- For staff time: the Sponsor's actual cost as calculated by multiplying the hourly rate, including benefits, of the Sponsor's personnel performing the service by the number of hours spent for services to the School;

- For warehouse, printing, learning resource center services: the Sponsor's actual cost;
- For copies of documents: the Sponsor's actual cost.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment 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 Agreement.

4. Distribution of Funds Schedule: The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor 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.
  - i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
  - ii. For the first year of this Contract, monthly payments will be calculated as follows:
    - a. The first distribution of funds to the School each fiscal year shall be contingent on the following:
      - (1) final facility inspection and approval; and
      - (2) the Sponsor's verification of the School's electronic enrollment of its students into Sponsor's student information system.

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

- b. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.
      - c. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.
      - d. Payments will be adjusted retroactively for prior period adjustments.
- iii. For the second year and following years of the Contract, monthly payments will be calculated as follows:
  - a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
  - b. Thereafter, the recalibrated results of full-time equivalent student membership surveys, as made available to the Florida Department of Education, shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. Until recalibrated state reports are made available to the Sponsor, projected enrollment will continue to be used for payment purposes.
  - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility

permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

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

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

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
  - b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following occurs:

- a. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C is more than thirty (30) days overdue.
- b. The School's annual financial audit as required by section 218.39, F.S and this Contract is more than thirty (30) days overdue
- c. Failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to: a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;
- d. If the School fails to provide ESE or ELL services and the Sponsor is required to provide those services to students in the School, an amount equivalent to the FTE earned for those services for the period in which they were provided by Sponsor will be deducted from FTE funds transmitted to the School.

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

- vii, The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include but not be limited to, the following:
  - a. Demographic information;
  - b. ESE data;
  - c. Grade level assignment;
  - d. Required health information;
  - e. Required discipline codes/incident data;

- f. Daily attendance;
- g. Transportation;
- h. Student schedules;
- i. Teacher demographics;
- j. Master schedule;
- k. ESOL/migrant codes;
- l. Grades/grading period/grading scale;
- m. ERW (entry, re-entry, withdrawal information);
- n. Test scores;
- o. Academic history and transcripts; and
- p. Student lunch information as required.

B. Federal Funding: Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the Sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public students in the school district. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.G. of this Contract.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15<sup>th</sup> of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written



notice to the School within ten (10) days of receipt.

5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
  6. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
  7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
  8. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
  9. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
- C. Federal Grants: The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:
1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent
  2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
  3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

4. If School is unable to provide sufficient documentation documenting appropriate use of grant funds, School will promptly return any funds to Sponsor that were not appropriately spent within ten days of receipt of request for reimbursement from Sponsor.
- D. Charter School Capital Outlay Funds:
1. Application: If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.
  2. Distribution: Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.
- E. Restriction on Charging Tuition: The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.
- F. Budget:
1. Annual Budget: The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.
  2. Amended Budget: Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.
  3. Start Up Funds: The School may file for a federal or state start-up grant. The School's start-up costs may be funded by such grant and funds due from Sponsor.

If the federal or state grant is not approved prior to July 15, 2019, the School shall provide to the Sponsor proof of sufficient funds from an alternate source to assure prompt payment of operation expenses associated with the opening of school, including but not limited to the amount of any teacher and other staff salaries and benefits, and other operational expenses from the beginning of the school year through the first projected income distribution from the Sponsor.

G. Financial Records, Reports and Monitoring:

1. Maintenance of Financial Records: The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.
2. Financial and Program Cost Accounting and Reporting for Florida Schools: The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.
3. Financial Reports
  - i. Monthly Financial Reports: The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

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

- ii. Annual Property Inventory: The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of

the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

- iii. Program Cost Report: The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.
- iv. Annual Financial Audit: The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

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

- v. Form 990, if applicable: A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.
  - vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
- 4. The School's Fiscal year shall be July 1 – June 30.
  - 5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the

deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School:

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

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

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.
- I. Description of Internal Operating Procedures: The School shall develop and implement sufficient internal operating procedures as described in the approved Application to

ensure sound financial management.

### **Section 5: Facilities**

- A. Facility: The School shall be located on the Tarpon Springs campus of St. Petersburg College. The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided on or before May 15, 2019. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided. The School must provide a copy of the certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein relating to siting approvals of original locations prior to the new location being considered by Sponsor. If the proposed new location is less than two (2) miles (determined via Google Maps website) from the current location, the Sponsor's decision will be made by the Superintendent in his/her sole discretion and, if approved, a letter signed by the School and the Superintendent will memorialize the change. If the proposed new location is two (2) or more miles from the current location, then such change must be approved as an amendment to this Charter by the Sponsor at a regularly scheduled School Board meeting.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Agreement. School shall ensure that it shall, at all times during the term of this Agreement, comply with all charter facility guidelines published by the Florida Department of Education's Office of Educational Facilities.

Any lease entered into by the School must not contain a provision pledging an interest in any personal property located on the premises to the lessor.

The School must provide notice to the Sponsor any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and (if applicable) written approval obtained from the local authority as to traffic control and pedestrian travel associated with said facilities. A "material addition, change or renovation" is defined as any improvement to real property that alters the square footage of the educational facility.

The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include: Children and Family Services to do inspections of the kitchens and related spaces, and the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections prior to the first day of operations.

- B. **Statutory Requirement:** The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
- C. **Dissolution or Termination:** In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.
- D. **Conversion School:** If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.
- E. **Religious Symbols:** The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

## Section 6: Transportation

- A. **Transportation Requirements:** The School shall provide transportation to the School's students consistent with the requirements of Part 1.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents. School shall provide through Pinellas County Transit Authority (PSTA) free ridership for all students on PSTA bus routes, including stops at the Clearwater Campus.
- B. **Safety:** The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- C. **Funding:** If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.
- D. **Legal Requirements:** If the School transports students or provides for the transportation of students, it shall do so in a manner consistent with the requirements of applicable state and federal law, and shall maintain records sufficient for pre and post auditing purposes. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School agrees to monitor the status of the commercial drivers licenses of each School bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates. Unless it contracts with the Sponsor for the provision of School



bus transportation, the School is required to ensure that each School bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications.

**Section 7: Food Services**

- A. 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 provide healthy snacks as described in the approved Agreement application. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same.
- B. The School shall distribute Free and Reduced Price Meal application forms to students and shall certify student eligibility for such programs using required Federal rules and procedures. These records may be used to certify eligibility for participation in other State/Federally-funded programs (i.e., Title I). All records must be accurately completed and maintained for review by State/Federal auditors for three (3) years plus current year.
  - i. 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.
    - b. Enter into an agreement with a third party vendor to have food service provided either to the site of the School or 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 Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. Under this arrangement, the Sponsor would provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system; the Sponsor would establish the per meal charges to the School; the Sponsor would provide the School Free and Reduced Price Meal applications which would be distributed by the School to students for completion after the School's representatives attend a required training program; the School would provide to Sponsor and keep current a master list of students and their eligibility status for free, reduced or fully paid meals; the Sponsor would approve a point of sale meal accountability

procedure to be used by the School; the sponsor would provide meal service for pick-up by the School or pre-packaged meal delivery to the School. The Sponsor would complete and submit reimbursement claims to the Department of Education; and the School would pay the Sponsor for the non-reimbursed portion of meals served on a monthly basis, upon receipt of a billing from Sponsor's Finance Department, by the tenth (10<sup>th</sup>) of each month.

### **Section 8: Insurance & Indemnification**

- A. Insurance Requirements: The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
  2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
  3. Business automobile coverage with the same limits as general liability.
- B. Property Insurance: Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. Personal Property Insurance: The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. Worker's Compensation: The School agrees to provide adequate Workers' Compensation

insurance coverage as required by Chapter 440, Florida Statutes.

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

indemnification by School of Sponsor shall be limited to the extent permissible under Florida Law, and specifically by the monetary limits of liability as outlined in the Florida Statutes, 768.28. Any hold harmless or release by School of Sponsor shall not be construed as a waiver of School's sovereign immunity under law.

I. Applicable to All Coverages the School Procures:

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

- J. District Indemnification: The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this

Charter.

- K. **Sovereign Immunity:** Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Section 8(H) above, the District does not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Section 8(H) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. **Notification of Third-Party Claim, Demand, or Other Action:** The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- M. **Notice of Claims:**
1. **Time to Submit:** The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.
  2. **Notice of Cancellation:** The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.
  3. **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

### **Section 9: Governance**

- A. **Governance of the School:** Governance of the School will be in accordance with the

Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

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

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

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

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

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

The School will be a public employer and will participate in the Florida Retirement System.

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

- B. Nonprofit: The School shall be organized as a Florida nonprofit organization.
- C. Bylaws: The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
  - 1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
  - 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
  - 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or governing board member. Prospective governing board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
  - 4. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
  - 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
  - 6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
  - 7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations.

No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

8. Any change in governing board membership must be reported to Sponsor in writing within 5 business days of the change.

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

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

E. Management Company: If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the



management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
  6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
  7. The management organization will perform its duties in compliance with this Charter.
- F. Default or Breach by Management Company: Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

#### **Section 10: Human Resources**

- A. Personnel: The School shall select its own personnel.
- B. Nonsectarian: The School's employment practices shall be nonsectarian.
- C. Certification: The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Professional Development: Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. Suspended or Revoked Certificates: The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. Disclosure of Relatives Employed: This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing

board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

[NONE]

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.

- G. Hiring: The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. Disclosure of Qualifications: The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, and/or terminating teachers.
- I. Background Screening Policies: The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. Background Screening: The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

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

- K. **Anti-Discrimination:** The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.
- L. **Teacher and Principal Evaluations:** The teachers and principal(s) employed by or under contract to the School shall be annually evaluated in accordance with s. 1012.34, F.S., including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness.
- M. **Administrator/Principal Employment:** The School will provide the services of a full-time Administrator/Principal at the School during hours that 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 Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations, and shall serve no other function at School other than Administrator/Principal.
- N. **Statutory Compliance:** The School shall comply with the provisions of s. 1012.335, F.S., relating to probationary and annual contracts for teachers employed by or under contract to the School.

### **Section 11: Required Reports/Documents**

- A. **Pre-Opening:**
  - 1. Policies and Procedures Manual
  - 2. List of members of the Governing Board and Principal, including current contact information.
  - 3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
  - 4. Other
    - i. Current lease or ownership documents
    - ii. Copy of current insurance certificates or policies for all types of insurance required by the charter

- iii. List of current staff members including certifications and teaching assignments for teachers, as available
- iv. Documentation of fingerprinting of all staff and Governing Board members
- v. Student Code of Conduct
- vi. Updated list of currently registered students, as available
- vii. Contract for transportation rates and services or transportation plan, if applicable.
- viii. Letter specifying that the School will adopt/not adopt the district reading plan
- ix. Tentative dates and times of the meetings of the Governing Board for the first year
- x. Crisis Response Plan
- xi. Dismissal policies and procedures
- xii. School's parental contract, if applicable
- xiii. Student Progression Plan (if different from District's)

B. Monthly

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

C. Annual

- 1. Annual Student Achievement Report
- 2. Annual Financial Audit
- 3. Program Cost Report
- 4. Annual Inventory Report [capital purchases with public funds]
- 5. Policies and Procedures of the school [if materially revised]
- 6. School based Student Code of Conduct [if materially revised]
- 7. Dismissal Policies and Procedures [if materially revised]
- 8. Crisis Response Plan [if materially revised]
- 9. Employee Handbook [if materially revised]
- 10. Current List of members of the Governing Board and Principal
- 11. School's Parental Contract [if materially revised]
- 12. Projected Enrollment [for subsequent school year]
- 13. Capacity [for subsequent school year]
- 14. School Calendar [for subsequent school year] if different than the District
- 15. Evidence of Insurance
- 16. Management Organization Agreement [if materially revised]
- 17. Student Progression Plan [if materially revised]

18. The School will submit an annual report prior to July 1st of each year to the Sponsor listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site; transmitted to the Sponsor, or other disposition if appropriate).
- D. Sponsor Request: The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. Information Disclosed to Third Parties: In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

#### **Section 12: Miscellaneous Provisions**

- A. Impossibility: Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Drug Free Workplace: The School shall be a workplace free of drugs.
- C. Entire Agreement: This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.
- D. No Assignment without Consent: This Charter shall not be assigned by either party without mutual written consent.
- E. No Waiver: No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

- F. **Default Including Opportunity to Cure:** In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.
- G. **Survival Including Post Termination of Charter:** All representations and warranties made herein shall survive termination of this Charter.
- H. **Severability:** If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- I. **Third Party Beneficiary:** This Charter is not intended to create any rights in a third party beneficiary.
- J. **Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial:** This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.
- K. **Notice:** Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

As to the School:  
Starla Metz, Principal  
St. Petersburg College  
PO Box 13489, St. Petersburg, Florida 33733  
(727)341-4368

With a copy to:  
Office of the General Counsel  
(727)341-3160

As to the Sponsor:  
School Board of Pinellas County  
Director, Charter Schools and Home Education  
301 4<sup>th</sup> St SW  
Largo, FL 33770

With a copy to:  
School Board Attorney

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

- L. Conflict Between Charter and Florida Law: In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.
- M. Conflict/Dispute Resolution: Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

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

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

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed

action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

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

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

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

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

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

- O. Interpretation: The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.



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

**School:**

THE BOARD OF TRUSTEES OF ST  
PETERSBURG COLLEGE on behalf of  
ST PETERSBURG COLLEGIATE HIGH  
SCHOOL NORTH

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

Chairperson

Attest: \_\_\_\_\_

College President

**Sponsor:**

THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

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

Chairperson

Attest: \_\_\_\_\_

Superintendent

Approved as to Form:

\_\_\_\_\_  
Office of the General Counsel

Approved as to Form:

\_\_\_\_\_  
Office of School Board Attorney

**Appendices**

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors

**CHARTER SCHOOL CONTRACT**

Between

THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON  
BEHALF OF ST. PETERSBURG COLLEGE COLLEGIATE HIGH SCHOOL

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

November 11, 2008

CHARTER SCHOOL CONTRACT

THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST.  
PETERSBURG COLLEGE COLLEGIATE HIGH SCHOOL

ARTICLE 1.0: GENERAL PROVISIONS

1.1	Recitals.....	6
1.2	Application.....	6
1.3	Effective Date and Renewals.....	6
1.4	Modifications.....	6
1.5	Non-Renewal.....	6
1.6	Procedures for Non-Renewal or Termination.....	7
1.7	Statutory Requirements.....	7
1.8	Dispute Resolution.....	7

ARTICLE 2.0: STUDENTS

2.1	Community.....	8
2.2	Racial/Ethnic Balance.....	8
2.3	Non—Discrimination.....	8
2.4	Non-Sectarian.....	9
2.5	Students with Disabilities.....	10
2.6	Enrollment Process.....	10
2.7	Enrollment – Health, Safety & Welfare.....	10
2.8	Discipline.....	11
2.9	Number of Students and Grades Served.....	11
2.10	Records.....	11

ARTICLE 3.0: ACADEMIC ACCOUNTABILITY

3.1	Educational Programs Goals.....	11
3.2	Outcome Measurement.....	11
3.3	Student Assessment.....	11
3.4	Records and Grading Procedures.....	12
3.5	Progress Monitoring.....	13

ARTICLE 4.0: FINANCIAL ACCOUNTABILITY

4.1	Revenue.....	13
4.2	Cost Accounting.....	14
4.3	Categorical Funding.....	14
4.4	Funding, Calculation Revision.....	14
4.5	Federal Funding.....	14
4.6	Funding Adjustment for Noncompliance.....	15
4.7	Annual Audit.....	15
4.8	Fiscal Monitoring.....	15

4.9	Title I Compliance.....	17
4.10	Reversion Upon Termination.....	17
4.11	Fiscal Year.....	17

ARTICLE 5.0: ADMINISTRATIVE MANAGEMENT

5.1	Proof of Start-Up Funding.....	17
5.2	Tuition or Fees.....	17
5.3	Reporting of Students.....	17
5.4	School Food Service.....	18
5.5	Facilities Lease or Ownership.....	19
5.6	Human Resources.....	19
5.7	Transportation.....	20
5.8	Additional Sponsor Services.....	20

ARTICLE 6.0: INDEMNIFICATION AND INSURANCE

6.1	Indemnification of Sponsor.....	21
6.2	Limitation of Liability.....	21
6.3	Sovereign Immunity.....	22
6.4	Notice of Claims.....	22
6.5	Evidence of Insurance.....	22
6.6	Acceptable Insurers.....	23
6.7	Commercial General Liability Insurance.....	23
6.8	Automobile Liability Insurance.....	24
6.9	Workers Compensation/Employer's Liability.....	24
6.10	School Leader's Errors and Omission Insurance.....	25
6.11	Property Insurance.....	25
6.12	Applicable to all Coverages.....	25

ARTICLE 7.0: GOVERNANCE STRUCTURE

7.1	Not-for-Profit Corporation.....	26
7.2	Governing Body.....	26
7.3	Selection of Directors and Officers.....	26
7.4	Duties of Directors.....	26
7.5	Public Meetings/Minutes.....	27
7.6	Conflict of Interest.....	27
7.7	Contracted Management Services.....	27
7.8	School Administrator/Principal.....	28

ARTICLE 8.0: MISCELLANEOUS

8.1	Titles.....	28
8.2	Interference with Performance.....	28
8.3	Entire Agreement.....	28
8.4	Assignment.....	28
8.5	Waiver.....	28

8.6	Warranties.....	29
8.7	Partial Invalidity.....	29
8.8	Third-Party Beneficiary.....	29
8.9	Applicable Law and Venue.....	29
8.10	Notice.....	29
8.11	Legal Representation.....	29
8.12	Law, Rule or Regulation as Amended.....	29
8.13	Counterparts.....	29
8.14	Authorization.....	30
8.15	Other.....	30
8.16	Default.....	

APPENDICES

I Charter School Application (August 28, 2003)

## CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT (the "Charter") is entered into this 11th day of November, 2008, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGE COLLEGIATE HIGH SCHOOL (hereinafter referred to as the "School").

WHEREAS, the Sponsor has the authority pursuant to s. 1002.33, Florida Statutes (2006) to grant to a non-profit organization a charter to operate a charter school with the school district; and

WHEREAS, the School has operated, and desires to continue to operate, a charter school within the Sponsor's school district for the purposes set forth in the School's charter school application of August 28, 2003, approved by the Sponsor on October 28, 2003, a copy of which is incorporated herein by reference as Appendix I; and

WHEREAS, on March 9, 2004, Sponsor and School entered into a charter school contract ("Charter") for the operation of the School as a charter school under s.1012.33, Florida Statutes; and

WHEREAS, the Charter was amended by First Amendment to Charter School Contract dated April 12, 2005; and

WHEREAS, the Charter expires on June 30, 2008; and

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

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

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

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

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

## ARTICLE 1.0 GENERAL PROVISIONS

- 1.1 **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
- 1.2 **Application:** The School's approved application to operate charter is appended hereto as Appendix I and incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix I, the provision of this Charter shall prevail.
- 1.3 **Effective Date and Renewals:** The effective date of this Charter and renewals shall be as set forth below.
- 1.3.1 **Effective Date/Term:** This Charter shall become effective as of July 1, 2009, and shall end on June 30, 2024, except as otherwise provided in this Charter.
- 1.3.2 **Start-Up-Date:** The start-up date of the School shall be commensurate with the Sponsor's start of school for the 2009-2010 year, or other time as mutually agreed upon by the parties.
- 1.3.3 **Renewal:** After the initial term of this Charter pursuant to 1.3.1, this Charter may be renewed every five (5) school years or longer 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, in accordance with procedures relating to non-renewal found in sections 1.6 et seq. below, the Sponsor may choose not to renew the School's Charter for any of the reasons set forth in s. 1002.33(8), Florida Statutes.
- 1.6 **Procedures for Non-Renewal or Termination:** Termination during the term of the Charter or non-renewal of the Charter shall be permitted in accordance with the procedure below.
- 1.6.1 **Grounds:** During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed in s. 1002.33(8), Florida Statutes.. This Charter may be terminated due notice as provided by law if the Sponsor determines that good cause has been shown or the health, safety or welfare of the students is threatened or impaired unless an immediate and mutually agreeably cure can be instituted. The Sponsor may assume the operation of the School under these circumstances for a period of time as determined solely and exclusively by the Sponsor.
- 1.6.2 **Notice from Sponsor; Appeal:** Except when terminated pursuant to paragraph 1.6.1 above, the Sponsor shall provide written notification to the School of a proposed non-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 Sponsor. The Sponsor shall conduct the informal hearing concerning grounds for non-renewal or termination of the charter 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 Sponsor's decision to either terminate or to not renew the Charter, appeal the decision as provided by law.

- 1.6.3 **Notice from School:** The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Charter as to the School's intent to renew or not renew.
- 1.6.4 **Records:** Upon termination or expiration of this Charter, the School agrees to deliver all school records that it is required by law to deliver. The School may retain copies of delivered records, as it deems necessary or appropriate.
- 1.6.5 **Action upon Termination or Non-Renewal:** Upon termination or non-renewal of this Charter, the School will wind up the School's affairs, collect all sums due to the School, pay its debts and transfer to Sponsor any unencumbered public funds that may remain, except as otherwise provided in s. 1002.33(8)(e), Florida Statutes. The Sponsor will not assume the debt from any contracts for services made between the governing body of the School and any third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing board of the School. The parties agree that no member of the Board of Directors shall have personal liability for any of the School's debts unless specifically provided by law.
- 1.7 **Statutory Requirements:** The School will comply with s. 1002.33, Florida Statutes, as it may be amended, and any regulations adopted by the State Board of Education or other state agency, pertaining to charter schools, and all applicable federal, state and local laws pertaining to civil rights and student health, safety and welfare.
- 1.7.1 **Public Records:** The School shall comply with the provisions of Chapter 119, Florida Statutes, in all of its financial, business and membership matters. All the School's records, except personally identifiable student records, shall be public records and subject to provisions of Chapter 119, Florida Statutes, including those relating to records retention.
- 1.7.2 **Public Meetings:** All meetings of the school's governing body shall be open to the public pursuant to s. 286.011, Florida Statutes. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of minutes to the Sponsor within thirty (30) days after the meeting.
- 1.8 **Dispute Resolution:** Subject to the applicable provisions of s. 1002.33, Florida Statutes, as amended from time to time, disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, shall be resolved according to the dispute resolution process below.



- 1.8.1 **Identify Problem:** The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.
- 1.8.2 **Response; Informal Meeting:** The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.
- 1.8.3 **Mediation:** If parties are unable to reach agreement, they will jointly appoint Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation service. If free mediation services are available through Florida State Resolution Center or other entity, the parties may mutually agree to use such services. The parties shall share cost of mediation equally.
- 1.8.4 **Resolution:** Upon resolution of the problem, a responsible person for both parties will develop a joint written explanation-indicating resolution. This document will be retained with this Charter. If an amendment to this charter is necessary, both parties will submit the amendment for action.
- 1.8.5 **Legal Remedies:** If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies or may mutually agree to arbitration of the dispute using the services of the American Arbitration Association.

## ARTICLE 2.0 STUDENTS

- 2.1 **Community:** The community to be served by this Charter School is defined in Appendix I to this agreement and in specific provisions herein.
- 2.2 **Racial/Ethnic Balance:** Subject to the restrictions of applicable Florida law and federal and state constitutional principles, the School agrees that it shall develop and implement a written plan demonstrating strategies to achieve a racial and ethnic balance reflective of the community it serves. The School shall provide a copy of its written plan to Sponsor upon request.
- 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 were served in English for Speakers of Other Languages (ESOL) programs; and that shall not violate the anti-discrimination provisions of s. 1000.05, Florida Statutes, the Florida Educational Equity Act.
- 2.4 **Non-Sectarian:** The School's admissions policies shall be non-sectarian.

- 2.5 **Students with Disabilities:** Students with disabilities who are enrolled in the School shall be provided programs implemented in accordance with federal and state laws and local policies and procedures. Current applicable laws are the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973; ss. 1000.05 and 1003.57, Florida Statutes; Chapter 6A-6 of the Florida Administrative Code, the Sponsor's Special Programs and Procedures document; and sections of the Sponsor's policies and Code of Student Conduct dealing with students with disabilities.
- 2.5.1 **Non-Discrimination:** The School shall adopt and implement a nondiscriminatory policy regarding placement, assessment, identification and selection of students.
- 2.5.2 **Free Appropriate Public Education (FAPE):** The School shall provide a FAPE to each exceptional student enrolled in the School.
- 2.5.3 **Individual Education Plans (IEPs):** To the extent that School is required by applicable law to provide an IEP, the School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP developments, in placement. The School and the Sponsor will schedule and conduct an IEP meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School.
- 2.5.4 **Local Education Agency (LEA):** the Sponsor will serve as the LEA at all eligibility staffings and IEP meetings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.
- 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 the education in regular classes with the use of supplementary aides and services cannot be achieved satisfactorily.
- 2.5.6 **Cooperation:** School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. The Sponsor will provide legal representation to the School in any legal or quasi-legal activity regarding the educational program or placement afforded ESE students attending or admitted to the School, such as mediation, due process hearings, appeal, other court action, or a formal complaint. The School will reimburse the Sponsor for reasonable associated legal costs, including but not limited to, reasonable attorney's fees and expert witness fees. The Sponsor may waive such reimbursement if it deems such action to be appropriate.
- 2.5.7 **Procedural Safeguards:** Parents of students with disabilities shall be afforded notice of procedural safeguards in the native language, as provided by the Florida Department of Education.

- 2.5.8 **ESOL/ESE Students:** Students enrolled at the School who are limited proficiency in English will be served by ESOL-certified personnel and who will follow the Sponsor's District Plan for limited English Proficient Students. The School will meet the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education* and subsequent amendments thereto.
- 2.5.9 **Federal and State Reports:** Unless otherwise exempted by Florida Statutes, the School will complete federal and state reports in accordance with the time lines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Charter.
- 2.6 **Enrollment Process:** The School agrees to enroll eligible students by accepting timely applications, unless the number of applications exceeds the capacity of a grade level or other facility utilized. In such case, all applicants will have an equal chance of being admitted through a random selection process. The School may request and the Sponsor shall conduct such random selection processes using the same database, methods and procedures it uses to conduct random selection processes for non-charter schools.
- 2.6.1 **Application Period:** The School will recruit students and accept applications from January 1 through March 31 of each school year.
- 2.6.2 **Access to Students for Recruiting:** The School shall have the same access to students as the Sponsor's magnet and academy programs.
- 2.6.3 **Preference for Siblings and Children of Employees and Board Members:** Preference may be given to siblings of students enrolled in the School, children of employees of the School, and children of board members of the School.
- 2.7 **Enrollment; Health Safety & Welfare:** Enrollment is subject to compliance with the provisions of s. 1003.22, Florida Statutes, 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 s. 1006.062, Florida Statutes. The School shall offer a suitable physical education program and provide, at the facility, adequate and safe playground space free from traffic and other hazardous conditions. The School will develop a written plan(s) to ensure the safety and security of students and staff, and will send a copy of such plan(s) to the Sponsor by July 15 of each year.
- 2.8.1 **Discipline:** The School agrees to adopt policies designed to maintain a safe learning environment at all times, and will develop plans to identify, minimize, and protect others from violent or disruptive student behavior. The School will comply with Florida State law and the Sponsor's *Code of Student Conduct*. In addition to Sponsor's Code of Student Conduct, Students shall be subject to the St. Petersburg College Board of Trustees Rules and Procedures. In the event of any conflict between the Sponsor's Code of Student Conduct and St. Petersburg College Board of Trustees Rules and Procedures, the St. Petersburg College Board of Trustees Rules and Procedures will govern and

control, except when conduct may result in expulsion or dismissal from the School in which case Sponsor's Code of Student Conduct will govern and control.

- 2.9 **Number of Students and Grades Served:** The School shall serve students in grades 10, 11, and 12 with a maximum total school enrollment of 200 students.
- 2.10 **Records:** The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested and as required by law. The Sponsor has a right, with reasonable notice, to review any documentation maintained by the School.

### ARTICLE 3.0 ACADEMIC ACCOUNTABILITY

- 3.1 **Educational Program Goals:** The School agrees to implement educational and related programs as specified in Appendix I. Reading will be a primary focus of the School's curriculum, and the reading curriculum will be based on scientific reading research that is consistent with the Sunshine State Standards. The School will provide adequate resources to identify and address the needs of students who are reading below grade level.
- 3.1.1 **School Calendar:** The School will adopt a calendar to provide instruction for at least the number days required by law for public schools.
- 3.1.2 **Class Size:** The School is subject to the limitations on maximum class size set forth in Article IX, section 1 of the Florida Constitution and section 1003.33, Florida Statutes, and will implement all appropriate measures to comply with that law.
- 3.2 **Outcome Measurement:** The Sponsor will provide student academic performance data to the School for each of its students coming from the Sponsor's school system. The Sponsor and the School will annually agree to the following by October 15: the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria shall include a detailed description for each of the following:
- How the baseline student academic achievement levels and prior rates of academic progress will be established;
  - How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School; and
  - To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.
- 3.3 **Student Assessment:** Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.

- 3.3.1 **Assessment Programs:** Students in the School will participate in an assessment program that mirrors the countywide assessment of the Sponsor's public-school students enrolled in comparable grades/schools, including assessments required of the public schools by the Florida Department of Education. To facilitate participation, the Sponsor will provide consultation by its applicable district staff and those services/support activities that are routinely provided by the Sponsor's staff regarding implementation of district and state required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the test to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the time frame for the other public schools in the Sponsor's district, if appropriate.
- 3.3.2 **Sponsor Access to Data:** The School agrees to allow the Sponsor reasonable access to review data sources, including collection and reporting procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met.
- 3.4 **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may transfer to other public schools within Sponsor's school system, the School shall utilize the records and grading procedures that can be transferred to the Sponsor's current records and grading procedures. The Sponsor shall provide a copy of these procedures by July 1 of the year that the School opens.
- 3.4.1 **Maintain Records:** The School shall maintain both active and archival records for current/former students in accordance with Florida Statutes.
- 3.4.2 **Category A:** All permanent (Category A) records of students leaving the School whether by graduation transfer to the public school system or withdrawal to attend another school shall be promptly transferred and delivered by the School to Central Records at 400 Chestnut Street, Oldsmar, FL 34677.
- 3.4.3 **Category B:** Records of student progress (Category B) shall be promptly transferred and delivered by the School to the appropriate school if a student withdraws to attend another public school within the Sponsor's school system or to another school system. The School may retain copies of the departing student's academic records created attendance at the School during the student's attendance at the School.
- 3.4.4 **Report:** An annual report from the School shall be transmitted and delivered by the School to the Sponsor, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate). This report for the immediately preceding school year shall be transmitted and delivered each year prior to July 1st.

3.5 **Progress Monitoring:** Florida Law requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.

3.5.1 **Annual Progress Reports:** The School shall make annual progress reports to the Sponsor that, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The School's annual progress report shall be submitted to the Sponsor no later than September 15 each year for the immediately preceding school year. The report shall contain at least the following items:

- The School's progress toward achieving the goals outlined in its application;
- The information required in the annual public school accountability report pursuant to Florida Law;
- Financial records of the School shall be submitted in accordance with the requirements specified in Article 4.0 below;
- Salary and benefit levels of the School's employees; and
- Other elements required by law or desired by the School.

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

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

4.1.1 **Distribution of Funds:** The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor 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 Sponsor's receipt from the School of copies of all student registration forms, to include the student's name, parent/guardian name and signature, address, telephone number and age of student.

- 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 Sponsor shall retain an administrative fee of five (5%) percent of public revenues to be paid to the School by the Sponsor for Sponsor's administrative costs, including processing the application and the academic and financial monitoring required of the Sponsor by law, contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teacher certificate data, and information services. 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 Sponsor, in a timely manner, the information specified in s. 1010.20, Florida Statutes, Cost Accounting and Reporting.
- 4.3 **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.
- 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 Sponsor's District funding, the School's funding will be reduced proportionately.
- 4.4.2 **Exceeding State Cap:** In the event the Sponsor'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 Sponsor which are funded by Federal funds and for which Federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the Federal funds received by the Sponsor'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 Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor 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 School shall provide the Sponsor with a copy of such an audit within four (4) months of the School's fiscal year end, as well as any responses to the auditor's findings. The Sponsor reserves the right to perform additional audits or reviews as part of the Sponsor's financial monitoring responsibilities as it deems necessary, at the Sponsor's expense. The Sponsor 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.
- 4.8 **Fiscal Monitoring:** Section 1002.33(5)(b), Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the school.
- 4.8.1 **Monthly Financial Report:** The School will provide a monthly financial report to the Sponsor, to be delivered to the Sponsor no later than the twentieth (20<sup>th</sup>) working day 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 transaction pertaining to its operations.
- 4.8.2 **Annual Financial Report:** Section 1002.33(9)(i), Florida Statutes, requires the School to provide annual financial report and program cost report information in the State-required formats for inclusion in the sponsor reporting in compliance with s. 1011.60(1), Florida Statutes. The School shall provide the Sponsor with an unaudited annual financial report by August 20. 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.



4.8.3 **Fixed Asset Reporting:** The School shall inventory, register, and tag all tangible personal property purchased with public funds and implement a fixed asset management system recording such inventory as registered and tagged. The School shall develop guidelines for the inclusion and exclusion of items from fixed asset inventory system and identify to the sponsor 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 Sponsor with each annual financial report. The School shall comply with the requirements of Florida Statutes and Rules of the Auditor General. The School shall not sell, dispose, or trade any property received from the Sponsor without written permission of the Sponsor.

4.8.4 **Financial Emergency:** If the School is deemed to be operating in a state of financial emergency, the Sponsor 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 Sponsor in writing when one or more of the conditions of financial emergency have occurred or will occur. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds and/or termination/nonrenewal of the Charter.

4.8.5 **Reports:** The parties agree that the Sponsor, with notice, may request at any time, and the School shall promptly provide, reports on the School's operations and student performance. Such report shall be in addition to those required elsewhere in this Charter. Failure to provide required financial reports by their

appointed time may result in the Sponsor withholding FEFP funds, without incurring interest 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 applicable, the School shall timely and fully comply with an adhere to its Title I Plan and Title I Budget as submitted to and approved by Sponsor. The School shall also adhere to all applicable requirements under the No Child Left Behind Act, implementing regulations, as amended from time to time.
- 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 Sponsor. In that event, all of the School's property and improvements, furnishings and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.
- 4.11. **Fiscal Year:** The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

#### ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT

- 5.1 **Tuition or Fees:** The School further agrees that it will not charge tuition or fees, except those fees normally charged by the other public schools, or levy taxes or issue bonds secured by tax revenues.
- 5.2 **Reporting of Students:** The School will accurately report its student enrollment to the Sponsor as required in s. 1011.62, Florida Statutes, and in accordance with the definitions in s. 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools.
- 5.3 **Automated Data System:** The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include but not be limited to, the following:
- a. Demographic information;
  - b. ESE data;
  - c. Grade level assignment;

- d. Required health information;
- e. Required discipline codes/incident data;
- f. Daily attendance;
- g. Transportation;
- h. Student schedules;
- i. Teacher demographics;
- j. Master schedule;
- k. ESOL/migrant codes;
- l. Grades/grading period/grading scale;
- m. ERW (entry, re-entry, withdrawal information);
- n. Test scores;
- o. Academic history and transcripts; and
- p. Student lunch information as required.

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 Sponsor shall have no liability for same.

Meals will be distributed to students using a point of sale accountability procedure. The School shall distribute Free and Reduced Price Meal application forms to students and shall certify student eligibility for such programs using required Federal rules and procedures. These records may be used to certify eligibility for participation in other State/Federally-funded programs (i.e., Title I). All records must be accurately completed and maintained for review by State/Federal auditors for three (3) years plus current year.

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.
- b. Enter into an agreement with a third party vendor to have food service provided either to the site of the School or 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 Sponsor as an additional site under the Sponsor's existing agreement with the Department of

Education. Under this arrangement, the Sponsor would provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system; the Sponsor would establish the per meal charges to the School; the Sponsor would provide the School Free and Reduced Price Meal applications which would be distributed by the School to students for completion after the School's representatives attend a required training program; the School would provide to Sponsor and keep current a master list of students and their eligibility status for free, reduced or fully paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the sponsor would provide meal service for pick-up by the School or pre-packaged meal delivery to the School. The Sponsor would complete and submit reimbursement claims to the Department of Education; and the School would pay the Sponsor for the non-reimbursed portion of meals served on a monthly basis, upon receipt of a billing from PCS Finance Department, by the tenth (10<sup>th</sup>) of each month.

5.5 **Facilities Lease or Ownership:** The School will be located on the St. Petersburg/Gibbs campus of St. Petersburg College at 6605 Fifth Avenue North, St. Petersburg, Florida. Any change in location must be made through an amendment to this Charter. The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Charter.

5.6 **Human Resources:** The parties agree to the provisions relating to Human Resources at the School as set forth below.

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

- The School agrees that its employment practices shall be nonsectarian.
- The School shall not violate the anti-discrimination provisions of s. 1000.05, Florida Statutes, The Florida Educational Equity Act.
- The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Appendix I. Modifications to these elements shall be in accordance with paragraph 1.4 of this Charter.

5.6.2 **Teacher Certification:** The teachers employed by or under contract to the School shall be certified or qualified, as required by Florida law. The School may employ or contract with skilled, selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher's aides in the manner set forth in s. 1012.55, Florida Statutes, or as otherwise allowed by law. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

- 5.6.3 **Qualifications Disclosure:** The School agrees to annually disclose to the parents of its students and to the Sponsor the qualifications of its teachers.
- 5.6.4 **Fingerprinting:** The School shall require all employees and members of its Board of Directors, as well as all of its "contractual personnel" as defined by the Florida Jessica Lunsford Act (s. 1012.465, Florida Statutes), to comply with the fingerprinting requirements of s. 1012.32, Florida Statutes, including a level 2 screening. All persons failing to pass the level 2 screening will not be employed, hired, or allowed on school grounds, and, if presently employed or hired, will be immediately removed from school grounds.
- 5.6.5 **Drug-Free:** 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 s. 1012.45, Florida Statutes. The School may establish and maintain an alcohol and drug-free workplace at its own expense.
- 5.7 **Transportation:** The parties agree that transportation shall not be a barrier to equal access for any student residing with a reasonable distance of the school. If the School transports students, it shall do so in a manner consistent with the requirements of applicable state and federal law. Transportation may be arranged under the terms of 5.7.1 or 5.7.2 below, a combination thereof or as otherwise allowed by law.
- 5.7.1 **Transportation reimbursement:** The School may provide transportation for students, in which case, it shall be entitled to any and all state and federal reimbursement for travel costs for such transportation.
- 5.7.2 **Transportation assistance:** The Sponsor may assist in providing transportation to the School under the terms of a mutually acceptable agreement between the parties that may be negotiated prior to the opening of school for the initial school term and thereafter negotiated prior to May 15<sup>th</sup> each year. This shall not be interpreted as prohibiting a multi-year contract.
- 5.8 **Additional Sponsor Services:** Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School at the following rates, which in no case shall exceed Sponsor's actual cost:
- For staff time: hourly rate + benefits of the Sponsor's personnel performing the service x the number of hours spent for services to the School;
  - For warehouse, printing, learning resource center services: the Sponsor's then current cost;

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment 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.

## ARTICLE 6.0 INDEMNIFICATION AND INSURANCE

- 6.1 **Indemnification of Sponsor:** The School agrees to indemnify, defend, and hold the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:
- 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;
  - the School's material breach of this Charter or law;
  - any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
  - the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf.
- 6.1.1 The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination.
- 6.1.2 In no way shall the School's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.
- 6.1.3 The School shall also indemnify, defend and protect and hold harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School.
- 6.2 **Limitation of Liability:** The School acknowledges the following principles codified in s. 1002.33(5), Florida Statutes:

- Sponsor shall not be liable for civil damages under state law for personal injury, property damage, or death resulting from an act or omission of an officer, employee, agent, or governing body of the charter school;
- Sponsor shall not be liable for civil damages under state law for any employment actions taken by an officer, employee, agent, or governing body of the charter school; and
- Sponsor's duties to monitor the charter school shall not constitute the basis for a private cause of action.

6.3 **Sovereign Immunity/Limitations of Liability:** Notwithstanding anything herein to contrary, neither party waives any of its sovereign immunity nor consents to be sued by any third party. Only the Sponsor and School shall be subject to liability under this agreement. No member of either Sponsor's school board or the School's Board of Directors shall have any personal liability pursuant to or under this Charter, except as permitted or required under Chapter 617 Florida Statutes.

6.4 **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same as its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or 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 Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

6.5 **Evidence of Insurance:** 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 Article 6. The School shall provide evidence of such insurance in the following manner:

6.5.1 **Time to Submit:** The School shall furnish the Sponsor with fully completed certificates(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, before the initial opening day of classes. 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 Sponsor be given no less than sixty (60) days written notice prior to cancellation, except when notice of cancellation of one policy is accompanied by notice of a replacement policy, without interruption of coverage.

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

before the expiration or termination of the required insurance for which evidence was provided.

- 6.6 **Acceptable Insurers:** Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:
- 6.6.1 **Insurer's Ratings:** Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
  - 6.6.2 **Replacement Insurance:** 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 Sponsor 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, 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) that 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 without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention.
  - 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 expiration or termination of this Charter.
  - 6.7.5 **Additional Insureds:** The School shall include the Sponsor and its members and officers as "Additional insured" on the required Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that



which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG20 10). The certificate of insurance shall be clearly marked to reflect “The Sponsor, 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 that 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 001), including coverage for liability contractually assumed, and filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Charter.

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

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

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

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

6.9.2 **Minimum Limits:** Subject to restrictions found in the standard Worker’s Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Worker’s Compensation Act or any other coverage customarily insured under part One of the standard Worker’s Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker’s Compensation

Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million (\$1,000,000.00) Dollars per occurrence/Two Million (\$2,000,000.00) Dollars annual aggregate. If the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Worker's Compensation Coverage.

- 6.10 **School Leader's Error and Omission Insurance:** Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:
- 6.10.1 **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.
- 6.10.2 **Coverage Limits:** The 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 claim/two million (\$2,000,000) dollars annual aggregate.
- 6.10.3 **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 expiration or termination of this Charter.
- 6.10.4 **Alternative:** If the School Leader's Errors and Omissions liability insurance is not commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof, with the same minimum limits of coverage as set forth above. Subject to commercial availability, coverage shall be on an occurrence basis. If such insurance is on a claims-made basis, the School shall maintain, without interruption, the insurance until four (4) years after termination of this Charter.
- 6.11 **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 Sponsor if requested.
- 6.12 **Applicable to all Coverages:** The following provisions apply to all insurance coverages required under this Charter.
- 6.12.1 **Other Coverages:** The insurance provided by the School shall apply on a primary basis, and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.
- 6.12.2 **Deductibles/Retention:** Liability and Worker's Compensation Insurance required by this Charter shall apply on a first-dollar basis. Reasonable

deductibles or self-insurance retention may be allowed on property. The School may provide liability insurance by means of a base policy in one or more umbrella policies.

- 6.12.3 **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.
- 6.12.4 **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
- 6.12.5 **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of its full responsibility to provide the insurance as required by this Charter.
- 6.12.6 **Combined Coverage:** Combined services coverage under this Charter shall be permitted, subject to approval by the Sponsor's Risk Management Department.
- 6.12.7 **Default Upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter. If the Sponsor becomes aware that the School does not have in effect any required insurance coverage, it shall give written notice to the School, and the School shall procure such insurance and provide a certificate of insurance to the Sponsor, as soon as reasonably possible, but no later than two (2) school days after receipt of such notice.

## ARTICLE 7.0 GOVERNANCE STRUCTURE

- 7.1 **Public Employer:** As indicated in Appendix I, School will be operated by St. Petersburg College and will be a public 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 and Officers:** The selection of the School's directors and officers shall be as set forth in Appendix I. The School shall provide to the Sponsor a current list of the names and addresses of its directors and officers no later than the first day of school each year.
- 7.4 **Duties of Directors:** The duties of the School's directors shall be as set forth in Appendix I.

- 7.5 **Public Meetings/Minutes:** The governing body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings. Such meetings will be open to the public, and the minutes shall be available for public review. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of minutes to the Sponsor within thirty (30) days after the meeting.
- 7.6 **Conflict of Interest:** The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director, officer or employee of the School or the spouse, parent, child, stepchild, or sibling of any director, officer or employee, or from any business in which any officers 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. The School may establish a policy to reimburse employees and board members for the actual and reasonable out-of-pocket expenses incurred in the performance of services for the School. The School may reimburse a member of the governing body for payment of the School's reasonable contractual or other obligations, and for expenses, incurred before the granting of this Charter.
- 7.7 **Contracted Management Services:** The School may enter into a contract for management services ("the Contract") with a separate corporation registered to do business in the State of Florida ("the Company"). The School, upon request of the Sponsor, shall provide documentation to the Sponsor demonstrating that any Company the School wishes to hire possesses the professional experience and competence to provide the services at issue.
- 7.7.1 Terms of the Contract shall specifically require strict compliance with this Charter and amendments thereto.
- 7.7.2 The Contract shall not be amended without Sponsor notice and approval of its amended terms.
- 7.7.3 The School's Board of Directors shall assure that operating officers of the Company shall meet standards applicable to service on the School's Board, including, if required, criminal background checks required by Florida law.
- 7.7.4 Upon request of the Sponsor, management officials of the Company, including those directly charged with operation of the School, shall meet with Sponsor's representatives to discuss details of the operation of the School and of this Charter.
- 7.7.5 Should the Sponsor's representative object to any detail of operation of the School by the Company, it shall so inform the School's Board of Directors in writing. Within thirty (30) days the Board of Directors shall respond in writing as to what corrective action(s), if any, will be taken or, if no corrective action is to be taken, the reasons it declines to do so. Failure to correct a substantial objection shall be good cause for immediate termination of this Charter.

- 7.8 **School Administrator/Principal:** 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 Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Charter. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Charter and all Sponsor, state, or federal rules and regulations.

## 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 hereto shall constitute the full, entire and complete agreement between the parties. All prior representations, understandings and agreements are superseded and replaced by this Charter. Except as any Florida or United States statute may change the obligations of either the School or the Sponsor, 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 approval of the Sponsor.
- 8.3.1 **Amendment Required:** Notwithstanding any provision of Florida law providing a different procedure, the School will submit to the Sponsor an application to amend this Charter for any change in the provisions of this Charter unless the Charter specifically provides for the change without the need for an amendment.
- 8.4 **Assignment:** This Charter shall not be assigned by either party without the prior written consent of the other party, provided that the School may, without the consent of the Sponsor, enter into contracts for services with a corporation, a limited liability company, an individual or group of individuals organized as a partnership or cooperative, in accordance with paragraph 7.7 and its sub-parts above.
- 8.5 **Waiver:** No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.
- 8.6 **Warranties:** All representations and warranties made herein shall survive termination of this Charter.

- 8.7 **Partial Invalidity:** If any provision or part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or part of any other provision of this Charter, and all such provisions shall remain in full force and effect.
- 8.8 **Third Party Beneficiary:** This Charter is not intended to create any rights of a third-party beneficiary.
- 8.9 **Applicable Law and Venue:** This Charter is made and entered into the State of Florida and shall be interpreted according to the laws of that state. Pinellas 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 **Notice:** Every notice, approval or consent authorized or required by this Charter shall not be effective unless it is in writing and sent postage prepaid by the United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

SCHOOL: St. Petersburg College Collegiate High School  
 Attention: Dr. Ann Cooper  
 Address: P.O. Box 13489  
 St. Petersburg, Florida 33733-3489

SPONSOR: The School Board of Pinellas County, Florida  
 Attention: Steve Swartzel, Director of Governmental Services  
 Address: 301 4<sup>th</sup> Street S.W., Largo, Florida 33779-2942

Copy to: School Board Attorney  
 301 4<sup>th</sup> Street S.W., Largo, Florida 33779-2942

- 8.11 **Legal Representation:** The parties acknowledge that each has been offered the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation 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, title or regulation as it may be from time to time amended.
- 8.13 **Counterparts:** This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.
- 8.14 **Authorization:** Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

- 8.15 **Other:** The School acknowledges and agrees that it shall abide by and be bound by, to the same extent as the Sponsor, any and all court orders relating to desegregation in the Sponsor's district.
- 8.16 **Default:** The parties acknowledge and agree that satisfaction of each term of this Charter is essential to the School's accomplishment of its statutory duties and/or the achievement of its stated educational mission, goals, and objectives. Accordingly, the School's failure to or refusal to fully and timely satisfy or comply with one or more of the terms and conditions of this Article 8.0 shall constitute good cause for the termination or non-renewal of this Charter.

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:  
 THE BOARD OF TRUSTEES OF  
 ST. PETERSBURG COLLEGE,  
 on behalf of ST. PETERSBURG COLLEGE  
 COLLEGIATE HIGH SCHOOL

Sponsor:  
 THE SCHOOL BOARD OF PINELLAS  
 COUNTY, FLORIDA

By: Carl M. Kuttler Jr.  
 President

By: Nancy Borstock  
 Chairperson

Attest: Brian J. [Signature]

Attest: Julie [Signature]  
 Superintendent

Approved as to form:

Approved as to form:

[Signature]  
 Office of the College Attorney

David Koppenhaver  
 Office of the School Board Attorney

**APPROVED**  
**AS TO FORM AND CONTENT**  
[Signature]  
 COLLEGE ATTORNEY  
 Approved by: Board  
 On: 10/21/08