

**CHARTER SCHOOL CONTRACT**  
**BETWEEN**  
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**PHOENIX ACADEMIES OF EXCELLENCE, INC.**  
**d/b/a**  
**PHOENIX ACADEMY OF EXCELLENCE - NORTH (MSID 6057)**  
**FIRST AMENDMENT TO THE FIRST RENEWAL CHARTER CONTRACT**

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**History:**

Application: Approved on March 9, 2016  
CRC: May 24, 2018  
Contract: June 20, 2018 *[To approve an initial charter contract for a 5-Year term commencing July 1, 2018, and ending June 30, 2022, as the 2017-2018 school year was designated as a planning year.]*  
CRC: No negotiations required; school has accepted the District’s Standard Contract.  
1<sup>st</sup> Renewal: June 22, 2022 *[To renew a contract for a five (5) year term commencing July 1, 2022 and ending June 30, 2027.]*  
CRC: July 9, 2024  
1<sup>st</sup> Amend. to Ren.: February 12, 2025 *[To approve one (1) charter school contract amendment with Phoenix Academies of Excellence, Inc. d/b/a Phoenix Academy of Excellence North (MSID 6057) to change the school’s location in the contract from 13301 NW 24 Ave, Miami, FL 33167 (VD1), to 2349 NW 175th St, Miami Gardens, FL 33056 (VD1), and to decrease the student enrollment contract capacity from 200 to 50 students, for a decrease of 150 students, effective July 1, 2024 and ending June 30, 2027.]*

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**Phoenix Academy of Excellence – North (MSID 6057)**  
**FIRST AMENDMENT TO THE FIRST RENEWAL CHARTER CONTRACT**

**Table of Contents**

<b>SECTION 1: GENERAL PROVISIONS.....</b>	<b>16</b>
<b>A) Approved Application.....</b>	<b>16</b>
<b>B) Term.....</b>	<b>16</b>
1) <b>Start-Up Date/School Calendar .....</b>	<b>16</b>
2) <b>Charter Modification.....</b>	<b>18</b>
3) <b>Charter Renewal .....</b>	<b>18</b>
<b>C) Educational Program and Curriculum:.....</b>	<b>19</b>
1) <b>General.....</b>	<b>19</b>
<b>D) Cancellation /Termination &amp; Non-Renewal.....</b>	<b>20</b>
1) <b>Reasons for Termination/Non-Renewal.....</b>	<b>20</b>
2) <b>Non-Renewal/90-day Termination .....</b>	<b>26</b>
3) <b>Immediate Termination.....</b>	<b>27</b>
<b>E) Post-Termination.....</b>	<b>29</b>
1) <b>School .....</b>	<b>29</b>
2) <b>School Furniture, Fixtures, Equipment, and Funds.....</b>	<b>30</b>
3) <b>School Debt.....</b>	<b>30</b>
4) <b>Unencumbered Funds.....</b>	<b>30</b>
5) <b>Expenditures.....</b>	<b>31</b>
6) <b>Final Audit.....</b>	<b>31</b>
7) <b>Student Transfers and Records .....</b>	<b>31</b>
<b>F) General Statutory Requirements.....</b>	<b>32</b>
1) <b>Non-Discrimination.....</b>	<b>32</b>
2) <b>Compliance .....</b>	<b>32</b>
<b>SECTION 2: ACADEMIC ACCOUNTABILITY.....</b>	<b>32</b>
<b>A) Student Performance: Assessment and Evaluation.....</b>	<b>32</b>
1) <b>Initial Year.....</b>	<b>32</b>
2) <b>Assessments .....</b>	<b>33</b>

3)	Annual Goals and Performance Objectives .....	35
<b>B)</b>	<b>Maintenance of Student Records.....</b>	<b>38</b>
1)	Attendance .....	38
2)	Grades .....	38
3)	Alternative Gradebook System.....	39
4)	Textbook Inventory .....	39
<b>C)</b>	<b>Student Promotion.....</b>	<b>39</b>
1)	Student Progression Plan .....	39
2)	Student Course Codes.....	40
3)	Graduation Requirements.....	40
4)	Accreditation.....	40
5)	Other Assessment Tools .....	40
<b>D)</b>	<b>Data Access and Use.....</b>	<b>40</b>
1)	Access to Facilities, Records and Data.....	40
2)	Sponsor Use of Required Assessment Data .....	41
3)	Acceptable Use Policy .....	41
<b>E)</b>	<b>Advance Academics / Acceleration Options.....</b>	<b>41</b>
1)	Advance Placement .....	41
2)	Dual Enrollment.....	42
3)	Fees .....	43
4)	Professional Development .....	43
5)	Preliminary Scholastic Aptitude Test (PSAT) .....	43
<b>SECTION 3: STUDENTS .....</b>		<b>43</b>
<b>A)</b>	<b>Eligible Students.....</b>	<b>43</b>
<b>B)</b>	<b>Grades Served.....</b>	<b>43</b>
<b>C)</b>	<b>Class Size.....</b>	<b>44</b>
<b>D)</b>	<b>Annual Projected Enrollment.....</b>	<b>44</b>
1)	Student Enrollment .....	44
2)	High-Performing Charter Schools .....	44
3)	Minimum Enrollment Requirements - .....	44
4)	Deferred Opening and Student Enrollment – .....	44

5) Required Instructional Minutes .....	44
6) Enrollment Capacity.....	44
7) Annual Enrollment .....	44
<b>E) Admissions and Enrollment Plan.....</b>	<b>46</b>
1) Recruitment .....	47
2) Enrollment Consent.....	47
3) Enrollment Lottery and Wait List Documentation .....	47
4) Student Information .....	49
5) Articulation Agreement Between Charter Schools.....	49
<b>F) Maintenance of Student Records.....</b>	<b>49</b>
1) Student Records .....	49
2) Transfer of Student Cumulative Records.....	50
3) Transfer of Student Cumulative Records Upon Student Enrollment Termination.....	50
4) Transmittal of Educational Records .....	50
<b>G) Exceptional Student Education.....</b>	<b>50</b>
1) Non-Discrimination.....	50
2) Sponsor Responsibilities.....	52
3) School Responsibilities.....	53
4) Services Covered by the Administrative Fee.....	57
5) Due Process Hearing.....	57
6) Reimbursement for Services .....	60
<b>H) Withdrawal Policies and Procedures.....</b>	<b>60</b>
1) Involuntary Student Withdrawal.....	60
2) Voluntary Student Withdrawal.....	60
<b>I) Discipline.....</b>	<b>60</b>
1) Code of Student Conduct (COSC).....	60
2) Learning Environment .....	61
3) Corporal Punishment .....	61
4) Student Expulsion .....	61
5) Legal Costs.....	61
<b>J) English Language Learners.....</b>	<b>61</b>

<b>K)</b>	<b>Safety, Security and Mental Health</b> .....	62
<b>SECTION 4:</b>	<b>FINANCIAL ACCOUNTABILITY</b> .....	<b>63</b>
<b>A)</b>	<b>Revenue</b> .....	<b>63</b>
1)	<b>Basis for funding</b> .....	63
2)	<b>Federal Funding</b> .....	69
3)	<b>Charter School Capital Outlay Funds</b> .....	73
<b>B)</b>	<b>Administrative Fee</b> .....	<b>74</b>
1)	Allowable Withholding.....	74
2)	<b>Sponsor Use of Administrative Fee</b> .....	74
3)	<b>Access to Optional Sponsor Services</b> .....	74
4)	<b>Provision of School Lunches</b> .....	75
<b>C)</b>	<b>Restriction on Charging Tuition</b> .....	<b>75</b>
<b>D)</b>	<b>Allowable Student Fees</b> .....	<b>75</b>
1)	<b>Use of Student Fees</b> .....	75
2)	<b>Fee Schedule</b> .....	75
3)	<b>Student Fee Documentation</b> .....	75
4)	<b>Parent Donations</b> .....	75
<b>E)</b>	<b>Budget</b> .....	<b>76</b>
1)	<b>Annual</b> .....	76
2)	<b>Amended Budget</b> .....	76
<b>F)</b>	<b>Financial Records, Reports and Monitoring</b> .....	<b>76</b>
1)	<b>Maintenance of Financial Records</b> .....	76
2)	<b>Financial and Program Cost Accounting and Reporting</b> .....	76
3)	<b>Financial Reports</b> .....	76
4)	<b>School’s Fiscal Year</b> .....	80
5)	<b>Financial Recovery/Corrective Plan</b> .....	80
6)	<b>Submission Process</b> .....	81
7)	<b>Additional Monitoring</b> .....	81
<b>G)</b>	<b>Financial Management of Schools</b> .....	<b>81</b>
1)	<b>Financial Management and Oversight Responsibilities</b> .....	81
2)	<b>Taxes and Bonds</b> .....	81
3)	<b>Additional Financial Requirements</b> .....	82

4) Utilization of the Sponsor .....	82
5) Transfers/Advances, Grants, and/or Loans.....	82
6) Bank Transfer Information .....	82
H) Description of Internal Audit Procedure.....	<b>83</b>
<b>SECTION 5: FACILITIES.....</b>	<b>83</b>
A) Prior Notification.....	<b>83</b>
1) Deadline to Secure Facility.....	83
2) Deadline to submit zoning approvals and Certificate of Occupancy .....	83
3) Government Inspections of Facility .....	83
4) Sponsor Inspection of Facility.....	85
B) Compliance with Building and Zoning /Requirements.....	<b>85</b>
1) Florida Building Code .....	85
2) Florida Fire Prevention Code .....	85
3) Applicable Laws.....	85
4) Capacity of Facilities.....	86
5) Leased facilities .....	87
C) Location.....	<b>88</b>
1) School’s Street Address .....	88
2) Temporary Facility (if applicable) .....	88
3) Relocation .....	88
4) Additional Campuses or Facilities, if applicable. ....	89
D) Prohibition to Affix Religious Symbols.....	<b>89</b>
<b>SECTION 6: TRANSPORTATION .....</b>	<b>89</b>
A) School Responsibilities.....	<b>89</b>
B) Reasonable Distance.....	<b>90</b>
C) Compliance with Safety Requirements.....	<b>90</b>
D) Fees.....	<b>90</b>
E) Private Transportation Agreement.....	<b>90</b>
F) Reimbursement for School Provided Transportation.....	<b>90</b>
G) Failure to Comply.....	<b>90</b>
<b>SECTION 7: INSURANCE AND INDEMNIFICATION .....</b>	<b>91</b>

<b>A)</b>	<b>Indemnification of Sponsor.....</b>	<b>91</b>
	1) <b>Indemnification for Professional Liability .....</b>	91
	2) <b>Notification of Third-Party Claim, Demand, or Other Action .....</b>	92
	3) <b>Indemnity Obligations.....</b>	92
<b>B)</b>	<b>Indemnification of School.....</b>	<b>92</b>
<b>C)</b>	<b>Acceptable Insurers.....</b>	<b>93</b>
	1) <b>Acceptable Insurance Providers.....</b>	93
	2) <b>Insurance Provider Compliance.....</b>	93
	3) <b>Minimum Insurance Requirements .....</b>	93
<b>D)</b>	<b>Commercial and General Liability Insurance.....</b>	<b>93</b>
	1) <b>Liabilities Required .....</b>	93
	2) <b>Minimum Limits .....</b>	94
	3) <b>Deductible/Retention .....</b>	94
	4) <b>Occurrence/Claims .....</b>	94
	5) <b>Additional Insured.....</b>	94
<b>E)</b>	<b>Automobile Liability Insurance.....</b>	<b>94</b>
	1) <b>Coverage .....</b>	94
	2) <b>Occurrence/Claims and Minimum Limits.....</b>	95
<b>F)</b>	<b>Workers’ Compensation/Employers’ Liability Insurance.....</b>	<b>95</b>
	1) <b>Coverage .....</b>	95
	2) <b>Minimum Limits .....</b>	95
<b>G)</b>	<b>School Leader’s Errors and Omissions Liability Insurance.....</b>	<b>95</b>
	1) <b>Form of coverage.....</b>	95
	2) <b>Coverage Limits .....</b>	96
	3) <b>Occurrence/Claims .....</b>	96
<b>H)</b>	<b>Property Insurance.....</b>	<b>96</b>
	1) <b>Structure Requirements .....</b>	96
	2) <b>Additional Requirements .....</b>	96
	3) <b>Business Personal Property Insurance.....</b>	97
<b>I)</b>	<b>Applicable to All Coverage.....</b>	<b>97</b>
	1) <b>Other Coverage .....</b>	97
	2) <b>Deductibles/Retention.....</b>	97

3) Liability and Remedies .....	97
4) Subcontractors .....	97
5) Default Upon Non-Compliance.....	97
<b>SECTION 8: GOVERNANCE .....</b>	<b>98</b>
<b>A) Public or Private Employer.....</b>	<b>98</b>
<b>B) Governing Board Responsibilities.....</b>	<b>98</b>
1) Non-Profit Status .....	98
2) Organizational Plan .....	98
3) Organizational Composition .....	99
4) School Operations .....	99
5) Accountability .....	99
6) School Policy and Decision Making.....	99
7) School Employee Supervision .....	100
8) School Advisory Council.....	100
9) Continuity of School Governance.....	100
10) School Fiscal Agent .....	100
11) Eligible Members of the Governing Body .....	101
12) Governing Board Compensation .....	101
13) Student/Parent Contract .....	101
14) Governing Board Reporting .....	102
15) Governance Training.....	102
16) Employment of Relatives.....	102
<b>C) Public Records.....</b>	<b>102</b>
<b>D) Reasonable Access to Records by Sponsor.....</b>	<b>102</b>
<b>E) Sunshine Law.....</b>	<b>102</b>
<b>F) Reasonable Notice of Governing Board Meetings.....</b>	<b>103</b>
1) Notice of Governing Board Meetings.....	103
2) Governing Board Meeting Requirements.....	103
<b>G) Identification of Governing Board Members.....</b>	<b>103</b>
1) Parent Membership .....	103
2) Parental Representative Designee .....	102
3) Governing Board Member Eligibility and Clearance .....	103

H)	Website.....	103
<b>SECTION 9: EDUCATION SERVICE PROVIDER.....</b>		<b>105</b>
A)	Management Organization / Education Service Provider.....	105
1)	School Use of ESP Services .....	105
2)	Submission of ESP Agreement .....	107
3)	ESP Contract Amendments .....	107
4)	Change of ESP.....	107
<b>SECTION 10: HUMAN RESOURCES .....</b>		<b>107</b>
A)	Hiring Practices.....	107
1)	Reporting Staffing Information.....	107
2)	Non-Discriminatory Employment Practices.....	108
3)	Instructional Personnel .....	108
4)	Fingerprinting and Background Screening.....	109
5)	Hiring Prohibition and Employee Misconduct .....	111
B)	Employment Practices.....	111
1)	Statutory Prohibition and Required Disclosure regarding Hiring of Relatives.....	111
2)	Self-Reporting of Arrests .....	111
3)	Standards of Behavior .....	112
4)	Code of Ethics.....	112
5)	Personnel Policy .....	112
6)	Collective Bargaining.....	112
7)	Immigration Status .....	112
8)	Employee Discipline.....	112
9)	Employee Evaluation.....	112
C)	Sponsor Training of School’s Employees.....	113
1)	Participation and Cost for Training Activities.....	113
<b>SECTION 11: REQUIRED REPORTS/DOCUMENTS.....</b>		<b>113</b>
<b>SECTION 12: MISCELLANEOUS PROVISIONS .....</b>		<b>113</b>
A)	Impossibility.....	113
B)	Notice of Claim.....	113

1) Time to Submit.....	113
2) Notification of Cancellation .....	114
3) Renewal/Replacement.....	114
C) Drug-Free Workplace.....	114
D) Entire Agreement.....	114
E) No Assignment.....	114
F) No Waiver.....	114
G) Default.....	115
H) Survival Including Post-Termination.....	115
I) Severability.....	115
J) Third Party Beneficiary.....	115
K) Choice of Laws.....	115
L) Notice.....	115
M) Authority.....	116
N) Conflict/Dispute Resolution.....	117
1) Contractual Conflicts.....	117
2) School Stakeholder Conflicts .....	117
3) Contractual Priority .....	117
O) Citations.....	117
P) Headings.....	117
Q) M-DCPS Police.....	117

## APPENDICES

\*Appendix A - Official Charter School Application (If applicable)

\*Appendix B - School's Alternative Comprehensive Evidence-Based Reading Plan (CERP) (If applicable)

Appendix C - School Board Policy 9800 - *Charter School*

<http://www.neola.com/miamidade-fl/>

Appendix D - Student Progression Plan (SPP)

<http://ehandbooks.dadeschools.net/policies/93.pdf>

\*Appendix E - Budget for Initial Year of Operation Based on Minimum Enrollment (If applicable)

Appendix F - Exceptional Student Education Policies and Procedures (SP&P)

<http://ehandbooks.dadeschools.net/policies/149.pdf>

Appendix G - Florida Medicaid Certified School Match Program

<http://sss.usf.edu/resources/format/pdf/MedicaidCertifiedSchoolMatchDec2005.pdf>

Appendix H - Code of Student Conduct

<http://ehandbooks.dadeschools.net/policies/90/>

Appendix I – District English Language Learners (ELL) Plan\*

[https://api.dadeschools.net/WMSFiles/181/pdf/compliance/District\\_ELL\\_Plan\\_2019-2022.pdf](https://api.dadeschools.net/WMSFiles/181/pdf/compliance/District_ELL_Plan_2019-2022.pdf)

\*Appendix J - Annual Budget Based on Enrollment Projections

Appendix K - Florida Department of Education (FDOE) Technical Assistance Paper No. 2009-03, Auditor Selection Process

[http://www.fldoe.org/core/fileparse.php/7704/urlt/0070866-auditor\\_selection\\_tap.pdf](http://www.fldoe.org/core/fileparse.php/7704/urlt/0070866-auditor_selection_tap.pdf)

Appendix L - Auditor General Rules & Guidelines, State of Florida

[http://www.myflorida.com/audgen/pages/rules\\_dsb\\_charter.htm](http://www.myflorida.com/audgen/pages/rules_dsb_charter.htm)

\*Appendix M - By-Laws of the Governing Board

\*Appendix N - Articles of Incorporation

\*Appendix O - School's Parental Contract/Handbook

Appendix P - School Board Policy 1124, - *Drug-Free Workplace*

<http://www.neola.com/miamidade-fl/>

Appendix Q - Florida Code of Ethics of the Education Profession in Florida and Principles of Professional Conduct for the Education Profession in Florida

[http://www.fldoe.org/edstandards/code\\_of\\_ethics.asp](http://www.fldoe.org/edstandards/code_of_ethics.asp)

\*Appendix R - School's Personnel Policy

Appendix S - List of Required Reports/Documents

\*Appendix T - Dispute Resolution Procedures

Appendix U - Title I Guidelines

<http://ehandbooks.dadeschools.net/policies/135.pdf>

\*Appendix V – Corrective Action Plan (If applicable)

*\*Indicates appendices provided by the School.*

## 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 Sponsor.

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

*Charter* or *Contract* shall mean this Charter contract entered into between the School and the Sponsor.

*County* shall mean Miami-Dade County, Florida.

*Days* shall mean calendar days unless otherwise specified as business days.

*District* shall mean Miami-Dade County Public Schools ("MDCPS"), the school district for Miami-Dade County as referenced in Art. IX, Section 4, Florida Constitution.

*FDOE* shall mean the Florida Department of Education.

*High-Stakes Review* shall mean an in-depth Sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

*Parties* shall mean the School's Governing Board and the Sponsor School Board.

*Registration/Enrollment* means the School has the current capacity for the student to attend the School and the parent or guardian has indicated intent to place the student at the School by following the School's registration/enrollment procedures.

*School* shall mean (contracting party or legal entity and dba).

*Sponsor* shall mean the school board that operates, controls and supervises all free public schools within 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 Miami-Dade County School District as referenced in Art. IX, Section 4, Florida Constitution.

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**PHOENIX ACADEMY OF EXCELLENCE - NORTH (MSID 6057)  
FIRST AMENDMENT TO THE RENEWAL CHARTER CONTRACT**

**SECTION 1: GENERAL PROVISIONS**

This First Amendment to the First Renewal Charter Contract (Contract or Charter) entered into as of the 12<sup>th</sup> day of February 2025, between The School Board of Miami-Dade County, Florida, (Sponsor), and Phoenix Academies of Excellence, Inc., a non-profit corporation organized under Chapter 617, F.S., (Corporation or School), d/b/a Phoenix Academy of Excellence – North (MSID 6057) (School). This Contract is limited to the Corporation’s Phoenix Academy of Excellence – North (MSID 6057) location. This Contract is effective upon approval by the parties.

**A) Approved Application**

The Official Charter School Application was approved by the School Board on March 9, 2016.

**B) Term**

The current term of the contract is for five (5) years, commencing on July 1, 2022, and ending on June 30, 2027. The initial contract was approved on June 20, 2018 and the first renewal was approved on June 22, 2022. In the event of expiration, the term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, 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(7)(b), F.S. 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.

**1) Start-Up Date/School Calendar – N/A**

- (a) Pursuant to law, the School may defer the opening of its operations for up to three years to provide time for adequate facility planning. Upon election to defer the school opening, the charter school’s authorized representative shall provide written notice of such intent to the Sponsor and the parents of enrolled students at least 30 calendar days before the first day of school indicating (1) the deferral status as provided by law, and (2) the proposed first day of the school. The first two planning year(s) will extend the term

of this contract. Failure to open the School after all available deferral years will result in this Charter Contract becoming null and void. In the event the Contract has not been approved/entered into, then the Application will be deemed withdrawn, and no further action will be taken with respect to the Contract. Additionally, to appropriately plan for the opening of schools and correctly project student enrollment for the upcoming school year, any charter school with an approved application or contract that indicates that they will defer opening will provide the district with a status report by March 1 of the year they were approved to open. This informational status report shall include a timeline that will include all key operational items and milestones. The applicant shall be required to continue to provide periodic status reports and make allowances for site visits, when applicable. This contract shall become null and void if the applicant does not open on: (1) the first day of school of the school year indicated in this contract, or (2) the first day of the school year indicated in the school's deferral notice referenced above, subject also to the facility documentation deadlines required by this contract and law. The School cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this contract.

- (b) For a new charter school, the School's calendar shall be consistent with the beginning of the Sponsor's school calendar for the first year of operation. For every year thereafter and for all other charter schools, if the School's calendar will not be consistent with the Sponsor's public-school calendar, including the instructional days, the School shall provide reasonable notice and the proposed calendar to the Sponsor and parents of enrolled students prior to opening of their school year. The School shall provide instruction for at least the number of days and the minimum number of instructional minutes required by law for other public schools. Instructional days beyond the minimum must be submitted to the Sponsor for review and approval no later than 15 business days prior to the first day of the school year. Any calendar changes that differ from the Sponsor's

calendar, must be provided upon request and approved by the Sponsor prior to implementation. Calendar modifications may incur a processing fee at a rate no greater than the Sponsor's actual cost.

- (c) **Deadline for Submission of Pre-Opening Checklist Items:** No later than fifteen (15) days prior to the initial use of a facility by the School, the School shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required by the local government as specified in Section 11 of this contract. Failure to comply shall result in automatic rescission of the Contract with notice to the School and no further action required of the Sponsor.

**2) Charter Modification**

This Contract may not be modified unless approved by both parties in writing pursuant to School Board Policy 9800, *Charter Schools* (Appendix C). 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 operational capacity, curriculum, budget, facilities, and staff. Certain amendments related to High Performing charter school contracts are governed by Section 1002.331, F.S. and are also in accordance with the charter contract amendment process contained in School Board Policy 9800, *Charter Schools* (Appendix C).

**3) Charter Renewal**

- (a) Prior to renewal of this charter, the Sponsor shall perform a program review to determine the level of success of the School's current academic program, achievement of the goals and objectives required by state accountability standards and successful accomplishment of the criteria under Section 1002.33(7)(a) and(8)(a) F.S., compliance with the terms of the charter, and that none of the statutory grounds for nonrenewal exist. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing

of the proposed action to renew, terminate, or non-renew the charter, pursuant to Section 1002.33(8)(a), F. S.

- (b) Any charter school seeking renewal shall complete a charter renewal packet as provided by the Sponsor's renewal process.
- (c) Renewals may be approved for a term up to five (5) years unless another term is mutually agreed upon, required, or allowed by law. Upon approval, the contract will be renewed following the contract negotiation process in current School Board policy and as required by law.
- (d) Periodic Review and Evaluation - The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. The Sponsor may conduct a High-Stakes Review, as needed and/or upon charter renewal, and present the findings of the review to the Governing Board of the School.

**C) Educational Program and Curriculum:**

**1) General**

- (a) The School shall implement its educational and related programs as specified in the School's Official Charter School Approved Application (Appendix A), including the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with applicable State and Federal Standards and grounded in scientifically based reading research. Updates, revisions, and/or changes to the curriculum programs described in the application and

as requested by the Sponsor as a condition of the application's approval are incorporated as part of the Official Charter School Approved Application included as Appendix A. Any request to materially change the School's curriculum must be submitted to the Sponsor in writing, comply with all applicable laws and be approved by the Sponsor before the changes are implemented.

- (b) The School will adopt and implement with fidelity, the Sponsor's K-12 Comprehensive Evidence-Based Reading Plan (CERP), Section 1011.62, F.S., and Rule 6A-6.053, F.A.C., including all instructional materials, unless it has chosen to use an alternate research-based core reading plan. If applicable, the School's adopted research-based core reading plan is attached as Appendix B.
- (c) 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 Section 2 of this Contract, in a format provided by the Sponsor.

**D) Cancellation, /Termination & Non-Renewal**

This Contract may be cancelled or terminated or non-renewed during its term for any reason pursuant to state law or this Contract. Notices of non-compliance, non-renewal, termination, cancellation, and default are issued in accordance with the procedures set forth in Section 1.D.2. below and as otherwise required by law.

**1) Reasons for Termination/Non-Renewal**

The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate the charter. The Sponsor may also choose not to renew or may terminate the charter if it finds that any one of the grounds set forth by clear and convincing evidence:

- (a) failure to participate in the state's education accountability system created in Section 1008.31, F.S., as required in this section, or failure to meet the requirements for student performance stated in the Charter;
- (b) failure to meet generally accepted standards of fiscal management;

- (c) material violation of law;
- (d) other good cause shown, including but not limited to:
  - (i) failure to make sufficient progress in attaining the student achievement objectives of the charter and it is not likely that such objectives can be achieved before expiration of the charter term;
  - (ii) 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;
  - (iii) receiving a grade of “F” in any two consecutive years, or is designated as “declining” in two (2) consecutive years, if applicable, after all school grade appeals are final except as otherwise provided in Section 1002.33(9)(n)3, F.S.;
  - (iv) failure to timely submit the School Improvement Plan (SIP) to the Sponsor, if applicable, as required by law;
  - (v) failure to make sufficient progress toward goals and performance objectives of the School and/or the SIP, as applicable;
  - (vi) failure to comply with the timely submission of the annual Florida Department of Education (FDOE) Charter School Accountability Report;
  - (vii) failure of secondary charter schools to comply with applicable Sections of 1003.42 and 1008.25, F.S. (Public School Student Progression; Student Support; Reporting Requirements);
  - (viii) failure to use records and grade procedures that adequately provide the information required by the Sponsor, FDOE and statute;
  - (ix) failure by the School to provide the District with access to records as required by law or this Charter;
  - (x) any material violation of assessment administration and security procedures;
  - (xi) admitting or dismissing of students based on a student’s academic performance;
  - (xii) failure to deliver the instructional programs or curricula

identified in the application or this Contract;

- (xiii)** failure to implement the mission of the School as stated in the application and this Contract;
- (xiv)** failure to 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), F.S. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the lottery selection/admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to Section 1002.33(7), F.S., admission or dismissal must not be based on a student's academic performance;
- (xv)** failure to comply with all applicable laws, ordinances, and codes of federal, state, and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL) if not timely cured after written notice;
- (xvi)** illegal or improper student admissions, dismissals, transfers and/or withdrawal practices as defined by state law, Sponsor's policies, and/or this Contract;
- (xvii)** failure to comply with applicable local, state, or federal rules or regulations concerning school transportation;
- (xviii)** failure to obtain proof of consent to enroll, withdraw, or transfer each student from the student's parent / guardian or from the student, if the student is eighteen (18) years of age or older;
- (xix)** violation of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) if not timely cured after written notice;
- (xx)** failure to timely submit to the Sponsor, a financial corrective action plan or financial recovery plan and supporting documents, following

a notification from the Sponsor, Auditor General, FDOE, or the State Board of Education, that such a plan is required;

- (xxi)** failure to implement any financial corrective action plan pursuant to Section 1002.345 or financial recovery plan pursuant to Section 218.503, F.S.;
- (xxii)** failure to provide periodic progress reports and/or implement performance objectives specified in any required plan(s) if not timely cured after written notice, following a notification from the Sponsor;
- (xxiii)** failure to correct any material deficiencies of which the Sponsor has notified the School;
- (xxiv)** filing for bankruptcy, adjudication of bankruptcy or insolvency, or state of financial impairment by the School such that the School cannot continue to operate and/or is no longer financially viable;
- (xxv)** failure to have an annual audit that complies with the requirements specified by law and this Contract or to timely submit required financial reports in the format specified by the Sponsor and/or the Florida Department of Education;
- (xxvi)** failure to resolve a determination of financial emergency, pursuant to Section .218.503, F.S.;
- (xxvii)** willfully or recklessly failing to manage public funds in accordance with the law;
- (xxviii)** failure to comply with maximum class size restrictions as required by law;
- (xxix)** failure to maintain minimum insurance coverage as required by this Contract if not timely cured after written notice;
- (xxx)** violation by the School of any court order pertaining to the operation of the School;
- (xxxi)** criminal conviction upon matters involving the charter school against either the charter school's governing board, its members, (collectively or individually), or the management company where

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

- (xxxii) perpetration of material fraud upon the Sponsor or material misrepresentation in the Application;
- (xxxiii) material violation of the School's corporate by-laws after notice and a reasonable opportunity to cure;
- (xxxiv) failure to maintain the minimum number of three governing board members for more than 30 days;
- (xxxv) violation of Florida Statute 112 Part III, Code of Ethics for Public Officers and Employees as applicable to charter school governing board members and employees;
- (xxxvi) violation of the prohibition against school governing board members receiving compensation, directly or indirectly, from the School's operations, including but not limited to grant funds;
- (xxxvii) failure to fulfill all the requirements for highly qualified instructional personnel as defined by state or federal law;
- (xxxviii) failure to comply with background screening and other requirements set forth in Section 1002.33, F.S.;
- (xxxix) failure to make contributions to the Florida Retirement System (FRS) if the School has elected to be part of the FRS;
- (xl) failure to allow the Sponsor access to facilities and records to review data sources, including collection and recording procedures;
- (xli) failure to comply with the Florida Building Code and the Florida Fire Prevention Code, including reference documents, state laws and rules, and federal laws and rules, as applicable to charter schools;
- (xlii) failure to obtain and maintain a facility, including all necessary leases, mortgages, licenses necessary leases, mortgages, licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility

as required by the local government or other governmental agencies having jurisdiction, or failure to obtain approval by the Sponsor for relocation, at any time during the term of this Contract;

- (xliii) failure to comply with applicable reporting requirements pertaining to student health, safety and welfare;
- (xliv) failure to maintain accurate and up-to-date personnel data in the District's employee data system required to demonstrate compliance with state and federal mandates for comparability and maintenance of effort which is not timely cured after written notice;
- (xlv) failure to be non-sectarian in its programs, admissions policies, employment practices and operations;
- (xlvi) failure to meet all applicable state and local health, safety, and civil rights requirements;
- (xlvii) 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;
- (xlviii) failure to comply with all applicable school safety statutes, rules, and policies, including but not limited to those listed in Section 3.K. of this Contract; and,
- (xlix) failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance.

- (e) A charter may be terminated immediately for a serious danger to the health, safety, or welfare of the charter school's students in accordance with Section 1.E.

## 2) **Non-Renewal/90-day Termination Procedures**

At least ninety (90) days prior to non-renewing or terminating the Contract, the Sponsor shall notify the School's governing board chair and principal in writing. The notice shall follow the procedures set forth in s. 1002.33 F.S. and shall state in reasonable detail the Sponsor's grounds for the proposed action and stipulate that the governing board may, within 14 calendar days of receipt of the notice, request a hearing.

### (a) **Hearing**

A request for an administrative hearing before the Florida Division of Administrative Hearings (DOAH) must be authorized by a vote of the governing board and be submitted to the Sponsor pursuant to the notice provision of this Contract. The School shall file the hearing written request with the School Board Clerk pursuant to School Board Policies 0133, Quasi-Judicial, and 9800, *Charter Schools* (Appendix C) and Section 120.54(5)(b), F.S. Legally sufficient requests, shall be forwarded to DOAH. The DOAH hearing will be conducted pursuant to Florida Statute 1002.33, and Chapter 120, F.S. Following the DOAH hearing, the administrative law judge shall submit a final order to the Sponsor.

**(b) Notice**

For purpose of notice, the charter school's governing board is the last roster submitted by the School to the Sponsor.

**(c) Request for a DOAH Hearing**

The decision by the governing board to request a DOAH hearing must be made in a legally advertised public meeting with a quorum present. Minutes or an adopted resolution documenting the action must be submitted to the Sponsor with the request for a DOAH hearing and properly posted.

**(d)** The School's governing board shall continue to operate the School until a final order terminating the charter is issued, during which time all provisions of this Contract shall remain in effect. The closing date shall be negotiated between the Sponsor and the School, unless otherwise provided for in a final order.

**3) Immediate Termination**

**(a) Student Health, Safety, or Welfare**

This Contract may also be terminated immediately if the Sponsor sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists; that the immediate and serious danger is likely to continue; and that an immediate termination of the charter is necessary. Lack of a facility meeting the requirements of law in which to

operate the School may constitute an immediate and serious danger to the health, safety, or welfare of the School's students. The Sponsor's determination is subject to the 90-day termination procedures in section D (a), (c), and (d) above except that the School must request a DOAH hearing within ten (10) calendar days upon receiving the notice and the hearing may take place after the charter has been terminated.

**(b) Sponsor Notification Responsibilities**

Upon immediate termination, the Sponsor shall notify the School's governing board chair, principal, and the FDOE in writing of the facts and circumstances supporting the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable.

**(c) Operation of the School**

Pursuant to section 1002.33(8)(c), the sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in section 1002.33(8)(d), F.S., unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Lack of a facility may constitute a material threat to the health, safety, or welfare of the students. If the School has no facility at the time of termination, the Sponsor is not obligated to operate the School.

**(d) School Access and Documentation Responsibilities**

The School shall immediately provide the Sponsor with access to the School's facilities, 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. The School shall immediately make accessible to the Sponsor all student, educational, operational, and administrative records of the School including those held by third parties, access to the School's bank

accounts which contain public funds, storage facilities, all records, information, receipts and documentation for all expenditures of public funds, including but not limited to federal grants such as Title I and charter school grants, and all public property.

**(e) Removal of Funds or Property**

Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval. 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 School, property and improvements of the Sponsor, 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 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.

**(f) Disbursement of Funds**

The Sponsor shall only disburse school funds in order to pay the normal expenses of the School as they accrue in the ordinary course of school business. The Sponsor is not required to use its own funding resources to pay the School's debts.

**(g) Employees of the School**

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 Sponsor employees. 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 may take any appropriate personnel action regarding the School's employees.

**4) School Election to Terminate or Non-Renew**

If the School elects to terminate or non-renew the charter, it shall provide reasonable prior notice of the election to parents of enrolled students, the Sponsor, and FDOE, 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 and that this voluntary termination shall not be reversed. All post-termination provisions listed below apply.

**E) Post-Termination Provisions**

**1) School**

The School shall be dissolved under the provisions of law under which the School was organized. Student records and copies of all administrative, operational, and financial records of the School shall be provided to the Sponsor on or before the date the termination/non-renewal takes effect. The School shall also provide to the Sponsor the School's security system and technology access codes.

**2) School Furniture, Fixtures, Equipment, and Funds**

Any property, improvements, furnishings, and equipment purchased with public funds (except for capital funds and federal charter school program grant funds) shall automatically revert to the Sponsor (subject to any lawful liens and encumbrances). If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed public funds were used and ownership of the asset shall automatically revert to the Sponsor (subject to any lawful liens and encumbrances). Property and assets purchased with public funds shall be defined as those goods purchased with grants and funds provided by a governmental entity. Public funds provided by the School and used by a management company to purchase property and assets for the School

are considered public funds.

**3) School Debt**

If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the school. The Sponsor shall not assume the debt from any contracted services made between the governing body of the School, the Management Company, and/or third parties, including lease or rental agreements, 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. 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.

**4) Unencumbered Funds**

Any unencumbered public funds from the School, District school board property and any 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 School, shall be held in trust upon the Sponsor's request until any appeal status 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.

**5) Expenditures**

Upon initial notification of non-renewal, closure, or termination, the School may not expend more than \$10,000 per expenditure without prior written approval from the Sponsor unless the expenditure was included within the annual budget submitted to the Sponsor, is for reasonable attorney fees and costs during the pendency of any appeal, or reasonable fees and costs to conduct an independent audit.

**6) Final Audit**

An independent audit shall be completed within 30 days after notice of termination,

closure, or non-renewal to account for all public funds and assets. During the fiscal year in which termination or nonrenewal occurs, the School Board of Miami-Dade County shall withhold from the School's Florida Education Finance Program (FEFP) funds, without penalty or interest, an amount necessary to pay for a final independent financial audit of the School. The audit shall be conducted by an independent certified public accountant.

**7) Student Transfers & Records**

In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the receiving school or the Sponsor for processing and maintenance, as directed by the Office of Charter School Compliance and Support.

**F) General Statutory Requirements**

**1) Non-Discrimination**

The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by all Federal, State and local laws, rules, regulations and court orders. The School shall designate a Title IX Coordinator in accordance with 34 C.F.R. § 106.8 to coordinate its compliance with Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et. seq. and 34 C.F.R. Part 106. The School shall designate a Section 504 Coordinator to coordinate its compliance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, et. seq. and 34 C.F.R. Part 108, subpart D.

**2) Compliance**

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 Florida 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) Student Performance: Assessment and Evaluation**

#### **1) Initial Year**

##### **(a) Expected Outcomes**

The educational goals and performance objectives for improving student achievement will include how much academic improvement students are expected to show each year, how student progress and performance will be evaluated and the specific outcomes to be attained through instruction, and as described in the approved Application.

##### **(b) Methods of Measurement**

The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are those specified in the School's approved Application and Renewal Packet.

#### **2) Assessments**

Students shall participate in assessment programs as described in the approved Application and Renewal Packet if applicable. Any proposed changes shall be mutually agreed between the School and the Sponsor.

##### **(a) State-required**

Students at the School shall participate in all state required assessment programs. The School shall facilitate all required assessments and alternate assessments and comply with state reporting procedures.

##### **(b) Additional**

Students may participate in all District assessment programs in which the Sponsor's students in comparable grades/schools are required to participate and/or any other assessments as described in the approved Application. The School will select and implement its own progress monitoring tools and assessments pursuant to statute. The School shall provide notice to the District when making changes to the assessments

utilized. The School shall be responsible for the costs of additional assessments and progress monitoring tools unless the Sponsor is required by law to be responsible for the costs.

**(c) Reporting**

If the School offers advanced academic programs (e.g., International Baccalaureate, Advanced Placement, and/or Advanced International Certificate of Education Program), the School shall provide to the Sponsor official examination results within the timeframe and in the format determined by the Sponsor.

**(d) Accommodations**

If an IEP, 504 Plan 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.

**(e) Test Administration and Technical Support**

The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration. All School personnel involved with any aspect of the testing process must have knowledge of and abide by state and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, reporting of test results and shall cooperate with any investigations involving the School. The School shall comply with the applicable employee screening process as described in this Contract regarding all individuals who will serve as test administrators, proctors, and other support personnel required for accountability testing. The Sponsor shall provide to applicable school staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of optional

District and state-required assessment activities, e.g., procedures for test administration, staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting. The designated School Assessment Coordinator from the School is required to attend all training sessions and informational meetings required by the Sponsor for required state and optional District assessments and shall be responsible for proper test administration. The School shall immediately notify the Sponsor upon any change in the designated School Assessment Coordinator.

**(f) Technology & Infrastructure**

The School shall provide adequate technological infrastructure to support all required online test administration and shall timely comply with all state and District operational readiness evaluations. Failure to comply may result in costs assessed by the Sponsor to the School for the scheduling of subsequent evaluations and readiness testing.

**(g) Access**

The School agrees to allow the District reasonable access to review its 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.

**3) Annual Goals and Performance Objectives**

**(a) Annual Goals and Objectives:**

Schools shall provide proposed academic achievement goals and annual objectives as follows:

- (i)** Upon release of student data by the Florida Department of Education, the School will have access to 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 section 1002.33(7)(a)3., F.S.
- (ii)** The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the methods of measurement that will be used, as described in the

approved Application or otherwise described in this Contract, in a format provided by the Sponsor.

- (iii) By October 15 of each school year, the School shall provide to the Sponsor its proposed academic achievement goals for the current year. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments and may include performance on additional assessments included in the approved charter school Application. If in any year of the Contract, the School serves students in grades that do not 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 for such grades in traditional public schools in the District. The School may request the Sponsor's approval to submit revised goals if there are significant changes to student enrollment.
- (iv) The Sponsor shall review the proposed academic achievement goals within 30 days of receipt, unless the Sponsor notifies the School of the need for an additional 30 days to review. Following the review period, 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 by the Sponsor. If the School and Sponsor cannot agree on academic achievement goals, either party may request mediation pursuant to section 1002.33(6) F.S. The goals may be adjusted at any time upon mutual written consent of both parties may request conflict resolution in accordance with this Contract or mediation pursuant to section 1002.33(6) F.S.
- (v) **Deadline for Governing Board Approval**  
The governing board of the School shall review and approve the goals and objectives prior to its final submission. Minutes

documenting approval must be taken and posted.

**(b) School Improvement Plan**

Charter schools shall develop and submit a SIP to the Sponsor within the timelines specified by the Sponsor and the FDOE, as required by section 1002.33(9)(n), F.S. and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a School Improvement Plan pursuant to section 1002.33(9), F.S., but is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a School Improvement Plan approved by the Governing Board.

**(i) Minimum Components of SIP**

- 1) The School will provide the Sponsor a SIP that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the Sponsor by the date due established by the State and/or Sponsor. The SIP shall contain the School's measurable objectives for the current school year.
- 2) The School agrees to set a baseline standard of achievement, the outcomes to be achieved, and methods of measurement to be used.

**(ii) Deadline for Governing Board Approval**

The governing board of the School shall review and approve the SIP prior to its final submission. Minutes documenting SIP approval must be taken and posted.

**(iii) Monitoring**

The School shall develop the SIP and the governing board shall approve and monitor the implementation of the SIP. If the School earns three consecutive grades below a "C" under the State's school grading system the governing board shall choose and implement a corrective action plan pursuant to 1002.33, F.S.

**(iv) Termination Based on School Grade or Rating**

The Contract shall be (1) automatically terminated if the School earns two consecutive state-designated grades of “F” after all school grade appeals are final and no statutory exceptions apply, or (2) terminated if the School earns three consecutive grades below a “C” and fails to choose and implement one of the corrective actions in section 1002.33(9)(n)2. The Contract may be non-renewed or terminated if the School fails to make adequate academic progress in accordance with state and federal laws or is designated as “unsatisfactory” in two (2) consecutive years, if applicable. In addition to evaluating the School’s success in achieving the objectives stated in the SIP and/or the School’s goals and performance objectives, the School shall meet the state’s student performance requirements in accordance with State Board of Education Rule 6A-1.09981 and Sections 1001.02, 1008.33, and 1008.345, F.S. This accountability criterion shall be based upon the required assessment systems of the School, the Sponsor, and the State.

**B) Maintenance of Student Records**

The School shall use records and grade procedures that adequately provide the information required by the Sponsor. The School will use the Sponsor’s electronic grade book system. If the School chooses to use an application other than the system in use by the Sponsor, it will be responsible for daily data entry directly into the District’s student information system for attendance and quarterly data entry for academic, effort, and conduct grades for students. For students who withdraw during the school year academic, effort and conduct grades must be entered upon the student’s withdrawal.

**1) Attendance**

The School will report daily attendance of each student to the District to meet District attendance reporting requirements, as required by law. Schools that use an alternative grade book system will not be able to upload grade or attendance data

to the Information Technology Services (ITS) department. Schools not uploading will be required to have a documented procedure in place for communicating attendance and grades to the School's attendance clerk, prior to the opening of schools.

**2) Grades**

The School may use an alternative grading and recording system, but the system must comply with the State's reporting guidelines and be approved by the Sponsor. All quarterly, academic, effort, and conduct grades, shall be entered within 15 business days after the close of each grading period.

**3) Alternative Gradebook System**

Schools that opt to use an alternative gradebook system will be required to provide some form of prior year electronic audit trail. No ITS support will be provided for schools that do not use the District's electronic gradebook system.

**4) Textbook Inventory**

- (a) The School will maintain, and have available for review, a current textbook or digital textbook inventory for core courses which shall include title, date of adoption cycle, and number of texts and or licenses available and in use.
- (b) The School shall provide adequate technological infrastructure to support and deliver all digital instructional materials.
- (c) The School shall provide each student with current instructional materials in each core course, including but not limited to, mathematics, language arts, science, social studies, reading, and literature.

**C) Student Promotion**

**1) Student Progression Plan**

The School's student promotion policy, as adopted by the governing board, shall be consistent with the provisions of the approved Application and applicable Florida law. The School will adopt the Sponsor's Student Progression Plan (SPP), which is attached as Appendix F. The School shall implement the SPP in effect for the current operational year. The Sponsor may consider but is not obligated to approve

any exemptions from the SPP requested by the School. Failure to agree on exemptions shall not be considered a Contract dispute. The School may not implement any exemptions that are not approved by the Sponsor. Any amendments to the Sponsor's SPP are deemed accepted by the School, unless within ten (10) business days of amendments by the Sponsor, the School develops and adopts another SPP approved by the Sponsor. Failure to comply with this provision may result in withholding of Full-Time Equivalent (FTE) until compliance and constitutes good cause for termination.

**2) Student Course Codes**

The School shall follow the State's and/or Sponsor's Elementary School Academic Programs Course Codes and/or Authorized Courses for Secondary Schools, as appropriate.

**3) Graduation Requirements**

The School shall establish a method for determining that a student has satisfied the requirements for graduation that is consistent with the provisions of the Application and Florida law and shall inform the Sponsor of this method and/or any changes to a previously adopted method at least one month prior to the beginning of the school year.

**4) Accreditation**

Secondary schools shall notify the parents and students of the School's accreditation status and the implications of non-accreditation in a) the School's student enrollment form; b) the Parent/Student handbook; and c) any Parent/Student contract. The notification must also be prominently displayed at all times on the School's website.

**5) Other Assessment Tools**

The School shall use all other assessment tools, or assessments, as stated in the approved Application, Renewal Packet, identified in the annual SIP, if required, and/or the School's goals and performance objectives.

**D) Data Access and Use**

**1) Access to Facilities, Records, and Data**

The School shall allow the Sponsor reasonable access to its facilities and records to

review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met as stated in the Contract and as required by Sections 1008.31 and 1008.345, F.S. Furthermore, the School shall allow the Sponsor to collect data through other means such as surveys to conduct required research and/or evaluations. The Sponsor shall not impose additional reporting requirements on the School without providing reasonable and specific justification in writing to the School and the School shall provide required responses/data within the timelines that allow the Sponsor to meet required deadlines.

**2) Sponsor Use of Required Assessment Data**

The Sponsor shall use results from the state assessment programs referenced in this Contract, the data elements included in the annual report, and any other information acquired by the Sponsor to provide the State Board of Education and the Commissioner of Education the analysis and comparison of the School's student performance.

**3) Acceptable Use Policy**

The governing board shall adopt student and employee computer and privacy policies and standards that comply with all applicable state and federal laws. All charter school employees and students are bound by all of the applicable Sponsor's computer policies and standards regarding data privacy and system security. The School shall not access, directly or through a third party, any of the Sponsor's student information unless and until the student actually enrolls in the School. Violation of this provision constitutes good cause for termination.

**E) Advanced Academics / Acceleration Options**

**1) Advanced Placement**

The School shall advise each student of courses through which a high school student can earn college credit, including Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, dual enrollment, early admission, and career academy courses and courses that lead to industry certification, as well as the availability of course offerings through virtual

instruction. The School shall offer an International Baccalaureate Program, an Advanced International Certificate of Education Program, or a combination of at least four courses in dual enrollment or Advanced Placement, including one course each in English, mathematics, science, and social studies. To meet this requirement, the School may provide courses through virtual instruction, if the virtual course significantly integrates postsecondary level content for which a student may earn college credit, as determined by the Florida Department of Education, and for which a standardized end-of-course assessment, as applicable and approved by the department, is administered.

**2) Dual Enrollment (DE)**

Pursuant to section 1007.271, F.S., the School may provide dual enrollment opportunities to any student meeting the eligibility requirements and expressing the desire to enroll.

**(a) Articulation Agreements:** If the School chooses to provide a Dual Enrollment program it shall develop and implement all Dual Enrollment Articulation Agreements between the School and postsecondary institutions as required by law. The School shall also develop and implement a plan to inform all secondary students and their parents of dual enrollment opportunities as an educational option and mechanism for acceleration and shall ensure that dual enrollment courses taught on the high school campus will not be combined with any high school course. This agreement shall include the method of payment between the School and the postsecondary institution and shall be submitted annually to the Florida Department of Education and the Sponsor by August 1.

**(b) Eligible Institutions**

Pursuant to section 1011.62, an eligible college or university that is accredited by a regional or national accrediting agency recognized by the United States Department of Education, which confers degrees as defined in section 1005.02, F.S., shall be eligible to offer authorized dual enrollment programs.

**(c) Funding**

Eligible students enrolled in a dual enrollment or early admission program through Florida College System institutions or other state universities are exempt from the payment of tuition and fees, pursuant to section 1009.25, F.S. The fee exemption includes application, tuition, laboratory fees, and textbook fees for courses taken through dual enrollment. The School is responsible for paying all tuition and fees to the postsecondary institution for dual enrollment courses. The School is also responsible for paying for all dual enrollment instructional materials.

**3) Fees**

The School shall not charge any fees for participation in AP/IB/AICE/DE courses, textbooks, instructional materials or examinations for any AP/IB/AICE/DE courses in which students are enrolled.

**4) Professional Development**

The School shall provide all AP/IB/AICE/DE teachers with training and professional development opportunities as required by the AP/IB/AICE/DE syllabus.

**5) Preliminary Scholastic Aptitude Test (PSAT)**

The School shall provide for the administration of the PSAT/National Merit Scholarship Qualifying Test (NMSQT) in the tenth grade. The School is responsible for the application and receipt of the College Entrance Examination Board (CEEB) number from the Educational Testing System (ETS) and shall timely submit confirmation of that number to the Sponsor.

**SECTION 3: STUDENTS**

**A) Eligible Students**

The School shall be open to any student residing in Miami-Dade County and to students in other districts. Admission or dismissal must not be based on a student's academic performance. The School shall be non-sectarian in its programs, admissions policies, employment practices and operations.

**B) Grades Served**

2022 – 2027 SY      grades 6<sup>th</sup> – 8<sup>th</sup>

**C) Class Size**

The School shall comply with class size restrictions as required by law.

**D) Annual Projected Enrollment**

The School may provide enrollment preferences pursuant to section 1002.33(10)(d) F.S. and may otherwise limit enrollment to target those student populations identified in section 1002.33(10)(e) F.S. and identified in the approved application.

**1) Student Enrollment**

Following is the student enrollment breakdown:

Years 1-2: 2022-2024– Grades 6<sup>th</sup> – 8<sup>th</sup> up to 200 students

Years 3-5: 2024-2027 – Grades 6<sup>th</sup> – 8<sup>th</sup> up to 50 students

**2) High-Performing Charter Schools**

A high performing charter school must have documentation from the Commissioner of Education designating the School as high-performing pursuant to section 1002.331, F.S. A high performing charter school shall notify the Sponsor in writing by March 1 of the preceding year if it intends to increase enrollment beyond the enrollment stated in this charter and/or to expand grade levels the following year. The School shall not, however, enroll students beyond the facility capacity at the time the enrollment increase will take effect. The written notice shall specify the amount of the enrollment increase, the grade levels that will be added, and evidence of the official facility capacity at the time the enrollment increase will take effect. To increase enrollment and add grade levels, this Contract must be amended through the Sponsor's current charter amendment process for these types of amendments in School Board Policy 9800, *Charter Schools* (Appendix C). Failure to provide timely notice to the Sponsor or to comply with the amendment process shall preclude the School from increasing enrollment or expanding grade levels.

**3) Minimum Enrollment Requirements**

The School's minimum enrollment for the first year of operation is N/A. The parties agree that this is the minimum enrollment that will support the School's operations. Failure to achieve the minimum enrollment by the October FTE reporting period for the first year of operation constitutes good cause for termination or non-renewal

unless the School provides the Sponsor a revised and balanced budget and a cash flow statement that are realistic and reasonable within 15 calendar days of the October FTE reporting period. A budget to support this minimum enrollment is provided in the Budget for Initial Year of Operation Based on Minimum Enrollment (Appendix E).

**4) Deferred Opening and Student Enrollment**

In the event that the School defers its opening, in the student enrollment breakdown referenced in paragraph 1 of this section, the initial term of the Contract shall be adjusted as permitted by law.

**5) Required Instructional Minutes**

Instructional minutes shall be a minimum of 300 minutes per day. The hourly equivalent for Kindergarten through grade 3 is 720 instructional hours and 900 instructional hours for students in grades 4 through grade 12. Schools operating on a double-session calendar must be approved by the FDOE. Survey periods for Year-Round School Programs shall be the same as for the regular fiscal year. Year-round schools shall report the first 90 days of their regular 180-day school year in Survey 2 and the second 90 days of their regular 180-day school year in Survey 3, regardless of when the tracks are in session.

**6) Enrollment Capacity**

Monthly FTE payments shall be withheld, without interest, for students in excess of the School's annual enrollment capacity, as defined by the Contract.

**7) Annual Enrollment**

**(a) Preliminary Enrollment Projections**

If requested, 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.

**(b) Annual Enrollment Capacity**

No later than March 1 of each year, the School shall provide the Sponsor the proposed enrollment capacity for the subsequent school year. The enrollment capacity shall be annually determined by the charter school

governing board in conjunction with the Sponsor based on factors set forth in section 1002.33(10), F.S.

**(c) Final Enrollment Projection**

No later than July 15th of each year, the School shall provide the Sponsor the School's final enrollment projection for the upcoming school year. Final enrollment is not annual capacity, but the school projection for how many students will be enrolled when the school year begins. The School shall not project enrollment or 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.

**(d) Dispute Resolution**

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved through dispute resolution pursuant to section 1002.33, F.S.

**(e) Student Enrollment**

The governing board of a high performing charter school shall notify the Sponsor of any proposed increase in student enrollment by March 1 of the school year preceding the increase, to be codified through a contract amendment. The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, F.S., shall be determined by the governing board and shall be within the constraints of the physical capacity referenced in the Certificate of Occupancy of the building at the time the enrollment increase will take effect.

**E) Admissions and Enrollment**

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), F.S. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School shall implement the enrollment policies and procedures and lottery process, as described in the approved Application. Student recruitment and promotional efforts, materials, and activities shall be conducted so as not to exclude or limit opportunities on the basis of race,

sex, national origin, marital status or disability. The School shall strive to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools 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). The School shall not inquire about a student's disability or ELL status prior to registration/enrollment or notice of acceptance. 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 percent 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.F. of this Charter, 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. 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), F.S. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

**1) Recruitment**

The School shall recruit throughout all segments of the community and provide outreach materials in multiple languages appropriate to the geographical location of the charter school. 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.

**2) Enrollment Consent**

To enroll a student, the School must obtain proof of consent from the student's parent or guardian, or from the student if the student is eighteen (18) years of age

or older. A charter school may not transfer an enrolled student to another charter school having a separate Master School Identification (MSID) Number without first obtaining the specific written approval of the student's parents/guardians before each transfer. The School must maintain appropriate enrollment and student application documentation. General consent for student transfer is prohibited (e.g., consent included in a parent contract). 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)/guardian(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

**3) Enrollment Lottery and Wait List Documentation**

The School shall maintain documentation in accordance with applicable Florida record retention laws for each enrollment lottery conducted, as well as any student wait lists that are generated and make them available to the Sponsor upon request. Lottery documentation shall be sufficient to allow the Sponsor to verify that the random selection process was fair, equitable, and in compliance with applicable state statutes. At a minimum, the following documentation shall be maintained and available to the Sponsor upon request at all times:

- (a) official current policies, processes, and timelines related to the enrollment lottery and wait list and documentation showing that the School's governing board adopted them at a regular public meeting;
- (b) copies of student enrollment applications, any marketing materials, and all other enrollment materials;
- (c) evidence of compliance with all policies, processes, and timelines approved by the governing board, and related to the application, lottery and wait list notification;
- (d) evidence that the lottery process was posted on the School's website and clearly communicated to the public at large;
- (e) evidence that outreach materials have been communicated in multiple languages; and,

- (f) copies of any wait lists, documents showing how the list was developed and any other evidence that complies with the approved policies, processes, and timelines.

**4) Student Information**

The School may not request prior to enrollment, through the application or otherwise, information regarding the student’s academic history, record of standardized testing performance, juvenile or disciplinary history or status, a student’s Individual Education Plan (IEP), Education Plan (EP), Section 504 Plan, English Language Learner (ELL) Plan or other information regarding a student’s special needs, or use such information as a basis to deny or revoke enrollment.

**5) Articulation Agreements Between Charter Schools**

As required by state law, articulation agreements must be approved by the Sponsor prior to implementation. The Office of Charter School Compliance and Support is authorized to approve articulation agreements that:

- (a) identify the sending school and receiving school;
- (b) are approved by resolution of the governing board(s) of the participating schools at a regular public meeting prior to presentation to the Sponsor;
- (c) implement standard vertical matriculation patterns (e.g. elementary to middle school, middle school to high school, K-8 to high school); and,
- (d) do not negatively impact a student’s opportunities to exercise school choice.

**F) Maintenance of Student Records**

**1) Student Records**

The School shall maintain both active and archival student records for current/former students in accordance with Sections 1003.25 and 1002.22-1002.222, F.S., State Board of Education Rule 6A-1.0955, and the State of Florida General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. The School shall maintain confidentiality of student records as required by federal and state law.

**2) Transfer of Student Cumulative Records to Another District School**

All cumulative records (both Category A, Permanent Information, and Category B, Temporary Information) of students leaving the School, whether by transfer to a

traditional public school within the school system or withdrawal to attend another charter school, shall be immediately transferred upon receipt of an official request from a receiving Miami-Dade County public school or a Sponsor's charter school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

**3) Transfer of Student Cumulative Records Upon Student Withdrawal**

Upon withdrawal of a student's enrollment at the School, all cumulative records (both Category A, Permanent Information, and Category B, Temporary Information) of students leaving the School, but not transferring to a Sponsor's public school or charter school, shall be retained at the School in accordance with the Sponsor's records retention procedures. 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 may retain copies of the departing student's academic grades and attendance during the student's enrollment at the School.

**4) Transmittal of Educational Records**

The School shall transmit to the Sponsor's Department of Records and Forms Management, a listing of the types of Category A and B educational records pursuant to State Board of Education Rule 6A-1.0955 and the procedures from the Division of Student Services as stipulated in the Student Educational Records manual. This report shall be transmitted each year prior to July 1.

**G) Exceptional Student Education**

**1) Non-Discrimination**

**(a)** 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) (1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. The School shall not discriminate against

students with disabilities in placement, assessment, identification, selection, or admission. The School shall conduct Individual Educational Plans (IEPs) for eligible students, to include an annual IEP meeting with the eligible 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. The School must maintain a continuum of ESE placements as indicated in the School's approved Application and Renewal Packet. The School shall not request a student's IEP, EP, Section 504 Plan, or other information regarding a student's special needs prior to or during the application and lottery process, nor shall the School access such information prior to or during the application and lottery process. Only schools that serve exclusively students with disabilities may request the IEP, EP, or Section 504 Plan as part of the application and lottery process to determine whether the services are compatible with the School's programmatic model. 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, the School shall contact the Sponsor's District Staffing Specialist assigned to the School for assistance with an appropriate school assignment in accordance with section 3.G.3.a. of this Contract. After enrollment, any student who is suspected of having a disability must be referred for evaluation in accordance with section 3.G.3.b. of this Contract, and if eligible for services pursuant to IDEA or Section 504, an appropriate IEP or Section 504 plan must be developed before the student is referred to the District for consideration of another school assignment. 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.

(b) 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 on any investigation by the U.S. Office for Civil Rights “OCR” or any other governmental entity that could involve the Sponsor, including providing the Sponsor with a draft response to OCR and providing all necessary relevant information and supporting documentation, and making staff available for interviews, as deemed necessary. If the written information on the complaint does not allege, or it cannot be inferred from the facts given, an allegation against the Sponsor of: (1) discrimination based on race, color, national origin, sex, disability or age, (2) discrimination in violation of the Boy Scouts of America Equal Access Act of 2001, or (3) retaliation for the purpose of interfering with any right or privilege secured by the civil rights laws and regulations enforced by OCR, or as a result of making a complaint, testifying, or participating in any manner in an OCR proceeding, the School shall submit the final version of the response directly to OCR on its own behalf with a copy provided to the Sponsor. The School shall bear all costs, fees, reimbursements, and compensatory education associated with the investigation, including any incurred, agreed upon or awarded, other than costs attributable to, caused by or through the fault of the Sponsor, if any. Failure to pay within a reasonable time will result in the Sponsor deducting any amount owed from the School’s FTE payments.

**2) Sponsor Responsibilities**

(a) The Sponsor shall conduct initial evaluations of students referred for potential Exceptional Student Education, Gifted and Section 504 eligibility, and for the re-evaluation of Exceptional Student Education (ESE) students, in accordance with federal and state mandates. All requirements for Response to Intervention must be followed by the School with fidelity prior

to and during the evaluation process. The School and/or parents may obtain private evaluations of students at their expense. These evaluations must be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's personnel in a manner and timeframe consistent with that of all of the other Sponsor's schools.

- (b) A representative of the Sponsor shall serve as the Local Education Agency (LEA) Representative in all initial IEP, EP, and Section 504 Plan meetings. However, the administrator or designee in charge at the School will serve as the LEA Representative at all other annual and interim IEP, EP, and Section 504 meetings, which the School shall conduct.
  - (c) The Sponsor will monitor the School for ESE compliance with applicable federal, state, and local policies and procedures as outlined in the Exceptional Student Education Policies and Procedures (SP&P) (Appendix F).
  - (d) Failure to comply with federal, state, or local law or policy, after notice and a reasonable opportunity to cure, may result in the Sponsor withholding FTE funding from the School until compliance is achieved.
- 3) School Responsibilities**
- (a) The School shall not inquire about a student's disability status prior to registration/enrollment or notice of acceptance. No later than the tenth day of the student's attendance after the point of registration/enrollment or notice of acceptance, the School shall notify the Sponsor's District Staffing Specialist assigned to the School if the IEPs, EPs, or Section 504 Plans of students who have applied and been accepted cannot be implemented at the School. If a student's IEP, EP, or Section 504 Plan can be implemented at the School, based on the continuum of services as outlined in the application or as revised by a modification to this Contract, the student shall not be required to attend another school. All IEP changes of placement shall be based upon data and student needs.
  - (b) The School shall initiate all Request for Assistance (RFA) and Student Support Team (SST) meetings when concerns are raised by school staff or

parents about student's functioning. When a student is suspected of having a disability, the School shall make a written request to obtain parental consent for evaluation for referral to the Sponsor. If parental consent is denied or the parent fails to respond, the School must notify its legal counsel and the Sponsor for consideration of pursuing evaluation by using the mediation or due process procedures. The School shall fully implement the required Response to Intervention (RtI), IEPs, EPs, Functional Behavioral Assessments (FBA)/ Social Emotional Behavior Intervention Plans (SE-BIP) and Section 504 Plans of enrolled students, including delivery of supplementary aids and services and related services, unless the IEP, EP, or Section 504 team determines that the student's needs cannot be met at the School and placement at another school within the Sponsor's district constitutes the least restrictive environment on the continuum of alternative placements. The School must follow all disciplinary procedures and policies relevant to students with disabilities, including implementation of FBAs/SE-BIPs and manifestation determinations. In no instances should a student's IEP, EP, or Section 504 services or placements be changed solely for the purpose of accommodating the School's placement options.

- (c) The School shall deliver all educational, related services and equipment indicated on the student's IEP, EP, or Section 504 Plan unless a determination has been made by the School and the Sponsor that the student's IEP cannot be implemented at the School. The School shall also provide related services and equipment, e.g., speech/language therapy, occupational therapy, physical therapy, nursing, counseling, assessment instruments, assistive technology devices, transportation and therapeutic equipment.
- (d) The School shall conduct the evaluations of the School's students referred for Physical Therapy (PT), Occupational Therapy (OT), Speech and Language (SL), Nursing, Assistive Technology (AT) and Functional Behavior Assessment (FAB) services with personnel qualified in accordance with State of Florida regulations and in accordance with

Response to Intervention requirements. If the student is determined eligible for these services and they are added to the student's IEP or Section 504 Plan, the School shall be responsible for providing required services to the student. The School shall ensure that the person(s) conducting evaluation(s) attend an IEP meeting to review the evaluations when eligibility for services is determined. All evaluations must include a review of the student's educational records, including but not limited to IEP or Section 504 Plan; identification and development of goals to be supported by PT, OT, SL behavioral intervention and/or assistive technology, and/or nursing; a treatment plan for the student; and reference to supporting medical documentation if applicable. The School shall ensure that all instructional personnel and service providers review and implement the student's IEP. The School shall ensure that all service providers contribute to the student's annual and interim IEP meetings either in writing, by telephone, or in person. Service providers must also contribute to status reports and updates on the student's IEP goals and benchmarks related to their areas of treatment. The School shall require all service providers to the student to attend orientation and in-service training on delivery of school-based services and how to support educationally relevant IEP goals. The Sponsor shall provide the orientation and in-service training. The Sponsor may conduct periodic reviews of the paperwork prepared by the service providers providing services to such students.

- (e) The School shall immediately notify the Sponsor if a parent requests an Independent Educational Evaluation (IEE) at public expense and work with the Sponsor to determine whether the IEE will be granted or a due process action will be filed to defend the School's/Sponsor's evaluation. Responsibility for IEE due process litigation will be apportioned according to the type of evaluation at issue and in accordance with Section G.5 below.
- (f) The School shall comply with the requirements of the IDEA, Section 504, and regulations as they relate to the student's IEP/Section 504 Plan, and/ or EP. The School shall ensure that the appropriate highly qualified

instructional personnel of the School that are required members of the IEP committee attend all IEP, Section 504 and /or EP meetings.

- (g) The governing board shall adopt a policy and procedure for consideration of service animal requests made to the School.
- (h) Exceptional Students shall be educated in the least-restrictive environment. Students whose needs cannot be appropriately addressed at the School as determined by an IEP, EP, or Section 504 team meeting held after enrollment, will be appropriately referred to the student's home school. The School shall contact the Sponsor's District Staffing Specialist assigned to the School and/or the Sponsor's Office of Exceptional Student Education to notify staff that the student has been referred to their home school.
- (i) The School shall make its personnel aware of professional development opportunities offered by the Sponsor's Office of Exceptional Student Education and Psychological Services departments. In addition, the School shall require all personnel assigned to implement IEPs, EPs, and Section 504 Plans to participate in meetings and/or trainings required by the Sponsor's Office of Exceptional Student Education and Psychological Services departments.
- (j) Failure to comply with federal, state, or local law or policy, after notice and a reasonable opportunity to cure, may result in the Sponsor withholding FTE funding from the School until compliance is achieved.

**4) Services Covered by the Administrative Fee**

The Sponsor shall provide Exceptional Student Education administration services to the School, pursuant to section 1002.33, F.S.

**5) Due Process Hearing**

- (a) A student, parent, or guardian who indicates that they wish to file for a due process hearing pursuant to state law and rules shall be given the appropriate forms by the LEA attending the meeting. These forms shall also be provided upon request at any other time. Parents must file due process hearing requests with the School Board Clerk pursuant to School Board Policy 0133, *Quasi-Judicial Functions*, and the procedural safeguards posted on

the Sponsor's Exceptional Student Education website. Any due process requests received by the School must be forwarded to the Sponsor's ESE Director and legal counsel on the same business day. The Sponsor's legal counsel will ensure that all ESE due process hearing requests/complaints are filed with the Florida Division of Administrative Hearings ("DOAH") and place the School on notice of the complaint. With regard to Section 504 due process requests, the Sponsor's legal counsel will evaluate the due process request and work with the School's legal counsel to determine the proper course of action in accordance with the School's and the Sponsor's procedural safeguards and hearing procedures.

- (b) The Sponsor will review the due process complaint and hold an initial meeting to analyze the merits of the complaint. The School must select its own legal counsel to consult and cooperate with the Sponsor's legal counsel. The School's legal counsel will file a Notice of Appearance before the Division of Administrative Hearings within ten (10) days of the filing of the due process complaint. The School's legal counsel will participate in the initial strategy meeting with the Sponsor. Prior to the meeting, the School shall forward all relevant documentation to Sponsor's legal counsel. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School. The Sponsor's legal counsel will represent the Sponsor on all claims brought by parents related to evaluations referenced in Section 2(a) above. The School's legal counsel shall represent the School on claims related to all other evaluations, including at the School's election when the parent refuses to consent or fails to respond to the School's request for consent to evaluate. At the election of the Sponsor's legal counsel, if the School elects not to pursue a claim regarding parental refusal/failure to provide consent to evaluate, the Sponsor may elect to pursue the claim after consultation with the Sponsor's counsel. The Sponsor's legal counsel will represent the Sponsor in all cases where a District employee fulfills the role of the LEA at the staffing/IEP meeting. The School's legal counsel

will represent the School on all claims related to implementation of Response to Intervention (“RtI”), IEPs, Section 504 Plans, EPs, Manifestation Determination decisions, and where a School employee fulfills the role of the LEA at the staffing/IEP meeting. Claims related to IEPs will be represented by counsel for whichever party is responsible for the type of evaluation at issue. The Sponsor’s legal counsel will seek a dismissal of the Sponsor with regard to claims over which the Sponsor had no role (e.g., implementation claims). However, if the dismissal is denied, the Sponsor’s counsel will continue to provide recommendations and work with the School’s counsel as co-counsel on the pending case. The School shall pay all costs associated with the administrative due process hearing, legal representation, discovery, court reporter, interpreter and all appeals. In the event that the student, parents, or guardians prevail, either through a hearing, court action, 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 or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any, as outlined above. Any costs, fees, or other expenses incurred, as set forth in this paragraph, 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.

- (c) The School must designate an administrator and relevant members of the IEP team to attend a resolution or mediation session conducted by the Sponsor’s due process team. The School’s legal counsel and the Sponsor’s legal counsel may participate in the resolution session only if the parent is an attorney or is represented by an attorney. If the Sponsor and the School elect to participate in mediation in lieu of a resolution session, the Sponsor’s due process team will invite the legal counsels of the Sponsor and the School.
- (d) Following the resolution session/mediation, the School shall review the

recommendations of the Sponsor’s due process team with their legal counsel and communicate in writing the School’s position on resolution/settlement to the Sponsor’s due process team. If the School opts not to follow the recommendations of the Sponsor’s due process team, the School will incur all costs associated with subsequent court orders as set forth in Section 5(b).

- (e) If the matter is resolved by a written agreement, the Sponsor’s legal counsel will file the appropriate motions for dismissal and closure of the case.
- (f) If the matter is not resolved, the legal counsel of the Sponsor and the School shall ensure that representation in the due process hearing proceeds in accordance with Section (5)(b) above and the procedural safeguards posted on the School’s and/or Sponsor’s Exceptional Student Education website. The School and the Sponsor shall each make available to participate in all necessary stages of the litigation all staff who participated in any evaluation or reevaluation, the preparation of any IEP, the implementation of any IEP that may be at issue in the hearing.

**6) Reimbursement for Services**

Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA, Part B or C. In order to seek reimbursements, the School shall follow the procedures established by the state agency which administers the program for Medicaid-reimbursable services to eligible students at the School.

**H) Withdrawal Policies and Procedures**

**1) Involuntary Student Withdrawal**

The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School. The School may not transfer a student, unless the withdrawal or transfer is accomplished through the Sponsor’s transfer policies. Students already enrolled at the School must be provided with the option to remain

enrolled at the School for the following school year. Pursuant to section 1002.33(7), F.S., admission or dismissal must not be based on a student's academic performance.

**2) Voluntary Student Withdrawal**

A student may voluntarily withdraw from the School at any time and enroll in another school.

**I) Discipline**

**1) Code of Student Conduct (COSC)**

The School will adopt and follow the Sponsor's Code of Student Conduct ("COSC"), attached as Appendix H. If the School adopts the Sponsor's COSC, it will be required to submit documentation of all disciplinary actions into the District's student information system, using the Student Case Management System, within two school days of the disciplinary action. Any deviations from the Sponsor's COSC and any alternative COSC, or additional disciplinary policies, must be approved by the Sponsor prior to implementation. Any amendments to the COSC, are deemed accepted by the School unless, within 30 days of amendments by the Sponsor, the School develops and adopts another COSC approved by the Sponsor. If the governing board adopts its own COSC or materially revises the COSC, it shall provide the Sponsor the revised policies within 30 days of adoption by the governing board. The School's policies for discipline, suspension, and recommendation for expulsion are described in the approved Application and in the School's Parental Contract/Handbook (Appendix P). The School must continue to follow all federal and state laws related to discipline of students with disabilities, including but not limited to Manifestation Determinations. Failure to comply with this provision may result in withholding of FTE and constitutes good cause for termination. The School will timely and accurately document in the District's student information system student violations of the Code of Student Conduct, by offense, to be included in the District's discipline reporting, as required by law. Additionally, the School will accurately report all SESIR incidents to the District monthly.

**2) Learning Environment**

The School agrees to maintain a safe learning environment at all times. The School must comply with all applicable local, state and federal laws regarding the discipline of SPED students.

**3) Corporal Punishment**

The School shall not use corporal punishment.

**4) Student Expulsion**

Only the Sponsor may expel a student. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition.

**5) Legal Costs**

The School shall defend and pay all costs of any legal action related to dismissal under this section of students for disciplinary reasons.

**J) English Language Learners**

Students at the School who are English Language Learners (ELL) will be served by English for Speakers of Other Languages (ESOL) certified personnel who will follow the Sponsor's English Language Learners Plan (Appendix I), as amended from time to time and which meets the requirements of the League of United Latin American Citizens (LULAC) et al. v. State Board of Education Consent Decree. The School shall not inquire about a student's ELL status prior to registration/enrollment or notice of acceptance.

**K) Safety, Security and Mental Health**

**1)** The Governing Board will adopt all required polices and the School will otherwise comply with all applicable statutes, rules, and required procedures, as well as timely reporting and documentation, related to school safety, including but not limited to the following:

- (a)** Section 1006.12 F.S., relating to safe-school officers;
- (b)** Section 1006.07 F.S., relating to adopting all required components for a Code of Student Conduct;
- (c)** Section 1006.07(4)(a) F.S., relating to emergency drills;
- (d)** Sections 1006.07(4)(b), 1002.33(9)(r) and 1002.20 F.S., relating to parental

- notification of threats, unlawful acts, and significant emergencies;
- (e) Section 1006.07(4)(c), (d), (f) F.S., relating to a mobile panic alert system;
  - (f) Section 1006.07(6) F.S., relating to safety and security best practices and adoption of an active assailant response plan;
  - (g) Section 1006.07(7) F.S., relating to threat assessment teams;
  - (h) Section 1006.07(8) F.S., relating to access to school campuses;
  - (i) Section 1006.07(9) F.S., relating to School Environmental Safety Incident Reporting;
  - (j) Section 1006.07(10) F.S., relating to reporting of involuntary examinations;
  - (k) Sections 381.0056, 1002.33(9)(q) and 1002.20 F.S., relating to notification prior to removal of a student for an involuntary examination;
  - (l) Section 1008.386 F.S., relating to student identification cards;
  - (m) Section 943.082(4)(b) F.S., relating to the mobile suspicious activity reporting tool;
  - (n) Section 1011.62(16) F.S., relating to mental health assistance;
  - (o) Section 1012.584 F.S., relating to youth mental health awareness, and assistance training; and,
  - (p) Sections 1002.33(12), 1006.061, 1012.27, 1012.315, and 1012.797, F.S., relating to employees of charter schools.
- 2) The School will annually determine if it will participate in the Sponsor’s plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the Sponsor.
- 3) The School will follow the Sponsor’s Policy 8405, *School Safety* and the School will implement any required procedures referenced therein. All policies otherwise adopted by the governing board related to school safety must be submitted to the Sponsor. Any and all documentation required by the School for submission to the District’s Safety Specialist and/or for school safety reporting or training purposes must be provided in accordance with the timelines and format required by the Sponsor. Any other school safety documentation requested by the Sponsor must be made available to the Sponsor upon request.

## **SECTION 4: FINANCIAL ACCOUNTABILITY**

### **A) Revenue**

#### **1) Basis for funding**

Students in the School shall be funded the same as students enrolled in other public schools. Funding shall be the sum of district operating funds from the Florida Education Finance Program (FEFP), as provided in section 1011.62, F.S. and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and discretionary operating millage funds, divided by total district funded weighted full-time equivalent (WFTE) student times the weighted full time equivalent students of the School. 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 made part of the FEFP by the Legislature. Upon request, 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 Legislature.

#### **(a) Student Reporting**

- i)** The School agrees to report its student enrollment to the District as provided in section 1011.62, F.S., and in accordance with the definitions in section 1011.61, F.S., at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The School shall use the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE data collection, assessment information, IEPs, EPs, ELL Plan, Section 504 plans and any other required individual student plan. The School shall schedule students for electronic processing of FTE in accordance with the Sponsor's electronic FTE procedures. A representative of the School shall attend training offered by the Sponsor in the use of such system and procedures. The Sponsor shall provide the School with access to the Sponsor's student information systems. Students must be reported for

300 minutes per day of instructional time. The hourly equivalent for Kindergarten through grade 3 is 720 instructional hours and 900 instructional hours for students in grades 4 through grade 12. Schools operating on a double session calendar must be approved by the Sponsor. Approval by the Sponsor for a double session school does not reduce the required 300 minutes of instruction per day. Survey periods for Year-Round School Programs are the same as for the regular fiscal year. Year-round schools shall report the first 90 days of their regular 180-day school year in Survey 2 and the second 90 days of their regular 180-day school year in Survey 3, regardless of when the tracks are in session. 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.

- ii)** If the School submits data relevant to FTE, federal, or state 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. The School shall maintain auditable records of student attendance and grades. Reporting timelines shall be aligned with the Sponsor's timelines. After final disposition of any appeals, 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.
- iii)** The Sponsor shall provide training for the School's personnel in the use of designated District applications necessary to respond to the statutory requirements of section 1008.345, F.S., including the annual report and the State/District required assessment program. The Sponsor's support for this function will be provided at cost and will not exceed the administrative fee allowed by law. Access by the

School to additional data processing applications, materials, or forms not required in the statute, but available through the Sponsor, may be negotiated separately by the parties.

- iv) “Date Certain” is always the Friday of the FTE Survey week. Corrections to data submitted for FTE processing will only be accepted for 6 weeks after Date Certain. The School is responsible for correcting student schedule changes. Incomplete student or teacher course records shall result in a loss of FTE funding. The School shall reimburse the State for any errors, omissions, or misrepresentations if the School submits data relevant to FTE funding that is later determined to be inaccurate. The School shall reimburse the State for any errors, omissions or misrepresentations for which the School is responsible. In addition, if the Sponsor is fined or penalized for School errors, the School shall reimburse the Sponsor for the full amount. If the School fails to reimburse the Sponsor within a reasonable time, the Sponsor shall deduct the amount owed from the School’s FTE payments.

**(b) Distribution of Funds Schedule**

- i) The Sponsor shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 31. Subsequent payments will be made monthly by the 15th of each month beginning with August 15.
- ii) For new charter schools in the initial year of operation, payments will be made as required by the law. 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, or if the School’s enrollment exceeds its projected enrollment, 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, not to exceed the Annual Enrollment Capacity. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. Additional documents (e.g., student enrollment forms, student transfer forms, Integrated Student Information System rosters) may be required or requested to support the School's projections.

- iii)** For the following years of the charter, monthly payments will be calculated as follows:
  - a) The Sponsor may initially calculate monthly distributions to the School for up to four (4) months based on full-time (FTE) student enrollment distribution as of prior year February FTE report.
  - b) If enrollment at the end of the second week of student attendance fluctuates by 90% or more from prior year February FTE, then monthly distributions shall be proportionally adjusted. Thereafter, the results of the official FTE student surveys will be used in adjusting the amount of FEFP funds distributed to the School.
- iv)** Payments may be adjusted for any amounts due the Sponsor for services provided, expenditures incurred by the Sponsor on behalf of the School, and any fines or penalties levied against the Sponsor because of the School's errors during the current or previous year, as well as for administrative oversight.
- v)** 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 of 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. Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid. Payment shall be made only to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

- vi) Payment shall not be made for students in excess of the School's enrollment capacity, the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, and Fire Permit (whichever is less) or this Contract. In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit an official letter from the local jurisdiction confirming facility capacity certification by the Registered Architect. Where the local jurisdiction does not or is unable to issue an official determination of allowable capacity, the School may take one of the actions stated in section 5(B)(4)(a) of this Contract.
- vii) The Sponsor shall withhold monthly payments, without interest, if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid, until such defect has been cured.

**c) Adjustments**

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. In the event that the District exceeds the 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.

**d) Holdback/Proration**

In the event of a state holdback or a proration which changes District funding, the School's funding will be adjusted proportionately. The Sponsor will not be responsible for any liabilities incurred by the School in the event of a state holdback. Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

- i)** The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii)** The School's annual financial audit as required by section 218.39, F.S and this Charter.

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.

**(e) Summer School Provision**

The School may choose to provide a summer school program using State allocated funds. All students attending a summer school session must be reported in FTE Survey 1 and Survey 4, as required by law. In the event that a student enrolled in the School attends any of the Sponsor's summer school programs, and the summer school program is not funded through Title I, the School shall reimburse the Sponsor for the cost of each student's summer school program, as determined by the Sponsor. If the School fails to comply with this provision within a reasonable time, the Sponsor may deduct the appropriate amount from the School's subsequent FTE or federal funding payments.

**2) Federal Funding**

Pursuant to Sections 1002.33(17)(c) and (d), F.S., the Sponsor shall disburse to the School all federal funds to which the School, or its students, is/are entitled. The School elects Option 1.

- (a) **Option 1:** The School will receive federal Title II and/or IDEA funds through the provision of equitable services from the Sponsor.
- (b) **Option 2:** The School will receive federal funds, including but not limited to Title II and/or IDEA funds on a reimbursement basis. The School shall (1) submit to the Sponsor an official governing board resolution or official governing board meeting minutes reflecting the School’s election to receive federal funds pursuant to section 1002.33(17)(c), F.S.; (2) complete the applications required by the Sponsor for the use of funds in compliance with all applicable state rules and federal regulations, including but not limited to, the applicable federal Office of Management and Budget Circulars, the federal Education Department General Administrative Regulations, and program specific statutes, rules, and regulations; and (3) demonstrate that the School is prepared and able to pay for required services selected on a reimbursement basis so that services will be provided in a timely fashion and properly monitor the administration of federal funds in compliance with applicable rules and regulations. The Sponsor will notify the School of its status within thirty (30) days after receiving the application. To receive reimbursement of federal funds, in accordance with this option, the following provisions apply.
  - i) The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds 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 in this Charter or other data as applicable to the federal funds to be allocated.
  - ii) The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal and grant requirements as required by law. The plan must include sufficient detail to allow the Sponsor to review the plan for compliance with applicable federal regulations.

- iii) The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements. Insufficient invoices shall not be reimbursed.
- iv) The School shall submit any changes to the option selected in writing to the Sponsor by March 1 through the Contract amendment process pursuant to School Board Policy 9800, *Charter Schools*.

(c) **Title I of the Elementary and Secondary Education Act**

- i) The per pupil allocation of Title I funds will be determined annually by the District in accordance with federal and state Title I regulations for that purpose. The allocation of Title I Funds shall be made in accordance with the Charter Expansion Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
- ii) 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.
- iii) Should the School receive Title I funds, it will employ teachers that are certified and teaching infield; and highly qualified paraprofessionals with two years of college, an AA degree, or that have passed an equivalent exam.
- iv) 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 develop and implement as applicable the School-level Parent and Family Engagement Plan (PFEP) subject to the provisions of Title I federal law requirements of Section 1116 of the Every Student Succeeds Act (ESSA).
- v) The District 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.

- vi) The Sponsor guidelines and requirements related to the implementation of Title I at eligible charter schools are hereby incorporated into this contractual agreement as Appendix U.

**(e) Federal Grants**

Any eligible student enrolled in the School shall be provided federal funds at the same level of service provided to other eligible students in the schools operated by the Sponsor. When a grantor requires that the Sponsor serve as the fiscal agent for a grant, the School shall comply with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the grant, School Board policies, and administrative / grant procedures, for grants submitted through the District, which include, but are not limited to:

- i) Prior to generating any paperwork to the funding agency, the School shall notify Charter School Compliance and Support in writing of its intent to submit a grant application;
- ii) Charter School Compliance and Support will forward the written request, along with the grant application guidelines, to MDCPS Office of Grants Administration (OGA);
- iii) upon receipt of the written request, OGA will prepare the grant application procedures packet and timeline for the School;
- iv) OGA will process all application documents requiring the Superintendent's signature;
- v) in accordance with the established timeline, the School will submit the final application and the appropriate copies to Charter School Compliance and Support for submission to OGA for transmittal to the funding agency;
- vi) in the event any grantor requires the Sponsor to monitor and/or review the School's expenditures pursuant to any grant the School receives, the School shall comply within a reasonable time with any and all additional

reporting requirements or corrective action prescribed by the grantor or Sponsor. If it is determined that a reimbursement of grant funds is required as a result of an audit or other investigation, the School is solely responsible for making the reimbursement;

- vii)** in the event that the Sponsor must serve as fiscal agent, and indirect costs are an allowable expense of the grant, the School agrees that the Sponsor will be permitted to retain grant funds in an amount equal to the annually negotiated indirect cost rate as determined by the FDOE or as prescribed by the grant. Indirect costs shall be reflected in the budget of the grant application submitted by the School;
- viii)** if the Sponsor develops a District-wide grant, the School may be included in the District proposal in accordance with the school eligibility requirements and grant guidelines within the Request for Proposals;
- ix)** when grant proposals are developed by the Sponsor's staff using student or school counts that include the School's students, and the grant is awarded to the Sponsor, the pro-rata share of the dollars or services received from that grant shall be distributed to the School, if eligible, as prescribed by the grant and defined in the budget developed for the grant; and,
- x)** the District will not advance cash to the grant recipient to cover its estimated disbursement needs. All payments will be on a reimbursement basis only.

**(f) Other Funding Sources**

The School may secure funding from private institutions, corporations, businesses and/or individuals. Funding shall be properly accounted for and documented.

**3) Charter School Outlay Funds**

**(a) Application**

The School shall follow FDOE procedures for submitting requests for

capital outlay funding.

**(b) Distribution**

The Sponsor shall make timely and efficient payments to the School for capital outlay funds pursuant to Sections 1011.72 and 1013.62, F.S. The Sponsor shall not certify capital outlay plans or recommend awarding capital outlay if it cannot attest to the School's eligibility.

**B) Administrative Fee**

**1) Allowable Withholding**

The Sponsor shall withhold five percent (5%) of available funds for the first 250 students as defined in section 1002.33(20)(a), F.S., not including capital outlay funds, federal and state grants, or any other funds, unless otherwise explicitly limited by law.

**(a) High Performing Charter School**

For high-performing charter schools, as defined in Section 1002.331, F.S., the Sponsor may withhold a total administrative fee of up to 2 percent (2%) for enrollment up to and including 250 students per school.

**(b)** The Sponsor shall withhold 2 percent for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to Section 1008.3415(3). If the charter school serves 75 percent or more exceptional education students as defined in Section 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students.

**(c)** ESE administrative services covered by the administrative fee, pursuant to Section 1002.33(20), F.S., 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 in section 3.G.2. of this charter contract.

**2) Sponsor Use of Administrative Fee**

The administrative fee retained by the Sponsor pursuant to this Contract includes a fee for academic and financial monitoring required of the Sponsor by law and other

such services provided by the Sponsor which are required to be covered under statute. At any time, the Sponsor may request reports on school operations and student performance and the School shall provide the reports in a timely manner.

**3) Access to Optional Sponsor Services**

Access by the School to services not required by law, but available through the Sponsor, may be negotiated separately by the parties. The Sponsor is not obligated to provide any services not required by law.

**4) Provision of School Lunches**

The School shall be solely responsible for providing school lunches and complying with state and federal reporting requirements. The Sponsor shall provide services related to eligibility and reporting under the National School Lunch Program.

**C) Restriction on Charging Tuition**

The School shall not charge tuition.

**D) Allowable Student Fees**

**1) Use of Student Fees**

The School shall not charge fees, except those fees normally charged by the Sponsor or as allowed by law. Fees collected must be allocated directly to, and spent only on, the activity or material for which the fee is charged.

**2) Fee Schedule**

If the School intends to charge fees, it shall submit its comprehensive fee schedule to the Sponsor for review no later than July 1 prior to the school year in which the fees are intended to be charged. No funds shall be collected until the School has been given written approval from the Sponsor. Additional fees shall not be imposed without the notification and approval of the Sponsor. Fees shall not be a barrier to enrollment. Non-Payment of fees shall not be a basis for dismissal or non-reenrollment. Upon approval of the fee schedule, all fees collected must be reported and recorded appropriately using proper accounting procedures as required by law. Any fees that are solicited, required or accepted in violation of this paragraph shall be returned to the parent or guardian.

**3) Student Fee Documentation**

The School shall maintain documentation supporting the collection of the Sponsor-

approved fees and make them available for Sponsor review.

**4) Parent Donations**

The School shall not require or accept monetary donations in lieu of volunteer hours or other parental obligations.

**E) Budget**

**1) Annual**

The School shall provide reasonable proof of the ability to fund the initial startup and the on-going operation of the School. By August 20 each year, the School's governing board shall formally adopt and provide to the Sponsor an updated Annual Budget Based on Enrollment Projections (Appendix J) for review and, for the initial year of operation, a budget based upon minimum enrollment (Appendix E). Each budget shall include projected sources of revenue, both public and private, planned expenditures covering the entire school year, a budget narrative and a staffing plan.

**(a) Governing Board Approval:** The School's governing board shall adopt and maintain an annual balanced budget.

**(b) Submission Date:** The School shall annually transmit to the Sponsor a copy of the School's adopted budget and a copy of the minutes of the governing board meeting documenting adoption of the budget on or before August 20th.

**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 ten (10) days of the meeting at which the budget was amended.

**F) Financial Records, Reports and Monitoring**

**1) Maintenance of Financial Records**

The School shall use the standard state codification of accounts as contained in the FDOE's Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book), and/or may elect to follow Generally Accepted Accounting Standards for not-for-profit organizations, but must reformat this information for reporting, as a means of codifying all transactions pertaining to its operations. The accounting for federal, state and local funds shall be maintained according to existing

guidelines, mandates, and practices, i.e., separate funds and bank accounts for federal, state, and local funds as required under applicable statutes. The School's financial activities and reports shall be subject to the FDOE Technical Assistance Paper No. 2009-03, Auditor Selection Process (Appendix K), and state law, as well as any subsequently issued directives by the State and other applicable Governmental Accounting Standards.

**2) Financial and Program Cost Accounting and Reporting**

The School shall conduct 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), F.S.

**3) Financial Reports**

**(a) Financial Reports**

The School shall submit monthly financial statements in accordance with the provisions of section 1002.33(9), F.S. and relevant Florida Administrative Code rule(s) and in the form prescribed by the FDOE. Those charter schools designated as high performing by the Commissioner of Education shall submit quarterly financial statements within thirty (30) days of the end of each quarter. The Sponsor may request documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a timeframe as determined by Sponsor.

**(b) 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, but is not limited to, 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. The School shall also submit a separate cumulative listing of all property and equipment purchased with private funds. If a charter school shares a facility with another charter school, each school having a separate MSID, must provide separate listings of all property and equipment purchased with public and private funds. These lists shall include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

**(c) Program Cost Report**

The School shall provide the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standards in Florida by the date established by the Sponsor and/or State.

**(d) Annual Financial Audit**

As required by Section 218.39, F.S., the charter school agrees to submit to and pay for an annual financial audit(s) and any legally authorized Special Purpose Statements of the corporation, in compliance with the law. The annual financial audit of the Corporation, and any legally authorized Special Purpose Statements requested and paid for by the School, shall be performed by an independent licensed Certified Public Accountant. The audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.850, Auditor General Rules and Guidelines, State of Florida, (Appendix L). The School shall provide the Sponsor with three (3) copies and one (1) electronic copy of the audit, and the School's responses to the findings, which shall be bound together in one complete report. In addition, two copies of the audit report must be submitted to the Auditor General within forty-five (45) days after delivery of the audit report to the School's governing body. The School shall provide the Sponsor with annual financial reports including a management letter, as of June 30 of each year for inclusion in the Sponsor's financial statements. These reports shall include a complete set of annual financial

statements and accompanying notes, prepared in accordance with Generally Accepted Accounting Principles (GAAP) and reflecting the revenue sources and expenditures by function and object in sufficient detail to allow for the Sponsor's analysis of the School's ability to meet financial obligations and timely repay debt. In addition, if the School is not part of a pre-existing non-profit organization or municipality, the School's financial activities shall be accounted for using the governmental accounting model applicable for state and local governments and their component units, as per Government Accounting Standards Board (GASB) statement 34. The following timeline must be adhered to for submitting the School's financial reports:

Unaudited Statements: Due no later than August 1 of each year.

Audited Statements: Due no later than September 15 each year.

No later than May 1 of each year, the Charter School shall formally notify the Sponsor of the name, address and phone number of the auditor engaged to perform the year-end audit and documentation of the auditor's current peer review. If the school ceases operation, the audited financial statements are due thirty (30) days after the date of closure.

- (e) 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.
- (f) 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.
- (g) If the School experiences one of the financial conditions included in section 1002.345, F. S., it shall address such findings as required by law.
- (h) **Grant Reporting**

The School shall submit Project Disbursement Reports for each grant to the

Sponsor, supported by appropriate documents, including copies of invoices, timesheets, receipts, etc., to determine that grant funds are used, and programs are operated in accordance with applicable federal and state statutes, rules, and regulations. All grant recipients will also be subject to scheduled site visits to review records and observe operations.

- (i) **Form 990 (if applicable):** The School shall organize as, or be operated by, a nonprofit organization. Upon request, the School will provide the Sponsor with a copy of its most recent Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments within 15 business days after filing it with the IRS. The School shall also submit the most recent Form 990 upon amendment or renewal of the contract. If the IRS does not require Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. Notwithstanding anything set forth in this Charter, 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.

**4) School's Fiscal Year**

The School's fiscal year shall be from July 1 through June 30.

**5) Financial Recovery/Corrective Plan**

- (a) If the School is found to be in a state of deteriorating financial condition or meets one or more of the conditions in Section 218.503, F.S., *Determination of Financial Emergency*, the School's governing board and the Sponsor shall develop a corrective action plan in accordance with Florida Administrative Code (6A-1.0081), in a format prescribed by the Sponsor, and file the plan with the Commissioner of Education within 30 business days after notification is received in accordance with Section 1002.345, F.S. If the governing board and the Sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement the approved plan. Failure on the part of the School to propose a good faith corrective plan shall constitute a material breach of this Contract and may result in the Sponsor's

withholding of subsequent payments to the School without penalty of interest until the breach is cured. The Sponsor may also terminate the Contract.

- (b) As stated in Section 1002.345, F.S., the Sponsor may decide not to renew or may terminate a charter if the charter school or charter technical career center fails to correct the deficiencies noted in the correction action plan within one (1) year after notification of the deficiencies or exhibits one or more financial emergency conditions as specified in Section 218.503, F.S., for two (2) consecutive years.

**6) Submission Process**

The School shall submit all required financial statements to the Sponsor in the timeline and format prescribed by the Sponsor and/or state. Failure of the School to comply with the timely submission of all financial statements in the required format specified by the Sponsor and State, after notice and a reasonable opportunity to cure, may constitute a material breach of this Contract.

**7) Additional Monitoring**

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. The School shall be responsible for reimbursement and/or recovery of any unauthorized or misappropriated funds.

**G) Financial Management of Schools**

**1) Financial Management and Oversight Responsibilities**

The governing board shall be responsible for the operation and fiscal management of the School. The School shall implement the financial management and oversight procedures, controls and methods as described in the approved Application.

**2) Taxes and Bonds**

Pursuant to law, the School shall not levy taxes or issue bonds secured by tax revenue.

**3) Additional Financial Requirements**

The Sponsor may require the School to comply with additional financial

requirements mandated by the FDOE or the Sponsor pursuant to applicable State or Federal laws and regulations.

**4) Utilization of the Sponsor**

The School shall not suggest or represent to third parties, including, but not limited to, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals, that the Sponsor will guarantee payment for any purchases made or debts incurred by the School and shall not guarantee such payments, nor shall the School represent that the Sponsor will guarantee payment for any loans secured by the School, or that the Sponsor will lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

**5) Transfers/Advances, Grants, and/or Loans**

The school may make transfers, advances, grants, and/or loans of public funds as long as they comply with Section 1011.69(2), F.S., and are made to either (a) another open charter school governed by the same non-profit entity (Corporation) and are located in Miami-Dade County, or (b) the non-profit entity (Corporation) that governs the School and for the benefit of a charter school with an approved application that is located in Miami-Dade County. All other transfers, advances, grants and/or loans of public funds by the School are prohibited. Allowable transfers, advances, grants, and/or loans under this provision shall only be used for educational purposes aligned with the mission and purposes of the School and the non-profit entity (Corporation) that governs the School. The Sponsor shall have the right to review, examine, and audit applicable books, records, and financial statements of the non-profit entity (Corporation) with its own internal auditors to ensure compliance with this provision.

**6) Bank Transfer Information**

The Sponsor shall remit charter school payments only to depository accounts in the same name as the legal entity and the name of the School. The School shall submit a Bank information form providing all necessary bank account information and with an original signature of the current governing board chair of the School and a copy of the School's W-9 Form. The bank account must be in the same legal name of the School, and the bank information form must be signed by the active

governing board chair of the School. The Sponsor shall not send payments to any entity other than the contracted entity in this Contract, to a trust account, any account not held and completely controlled by the School, or any account that is part of any financing arrangement or debt security.

- 7) 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.

**H) Description of Internal Audit Procedure**

The School shall implement the financial controls and audit procedure described in the School's governing laws and rules, the provisions of this Contract, as described in the approved Application.

**SECTION 5: FACILITIES**

**A) Prior Notification**

**1) Deadline to Secure Facility**

The School shall provide the Sponsor with documentation regarding the owned or leased facility where the School will operate. If the School owns the facility, the School shall provide the Sponsor with a copy of the recorded property deed showing ownership in the name of the School, and a current Opinion of Title for the parcel. If the School does not own the facility, the School shall provide the Sponsor with a fully executed lease or other legal document acceptable to the Sponsor, and as set forth below, evidencing the legal right to occupy the facility for educational purposes at least thirty (30) calendar days prior to the initial opening day of classes, evidencing the legal right of the School to occupy and use the facility. If the School will be operating under a sub-lease, the School must also submit the Master Lease. 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.

**2) Deadline to submit zoning approvals and Certificate of Occupancy**

If applicable, the School shall obtain, for any owned or leased facility to be used

to house the School, all permanent and temporary licenses, permits, use approval, facility certification, and any other approvals required by the local government or any other governmental bodies having jurisdiction by at least fifteen (15) calendar days prior to the opening day of classes, and shall thereafter maintain all permanent and temporary licenses, permits, use approval, facility certification, and any other approvals required by the local government or any other governmental bodies having jurisdiction. If no deferral options are available, this Contract shall expire if the School fails to obtain all permanent and temporary licenses, permits, use approval, facility certification, and any other approvals required by the local government or any other governmental bodies having jurisdiction by at least fifteen (15) calendar days prior to each opening day of classes.

**3) Government Inspections of Facility**

In the event the School receives a citation or notice of violation from a state, federal, or local jurisdictional entity regarding issues related to the health, wellbeing, and safety of students, staff or visitors within the facility, and requiring immediate or limited timeframes to remediate the outstanding issue(s), the School shall deliver to the Sponsor copies of all such notices within twenty-four (24) hours of receipt, along with an action plan to address and mitigate the issues. The School shall provide the Sponsor with written verification that the citation or notice of violation has been properly resolved within the timeframe required by the jurisdictional entity. For all other instances where the School receives a citation or notice of violation, the School shall deliver to the Sponsor copies of any and all facility inspections performed at any time by federal, state, or local governments or any other governmental bodies having jurisdiction within fourteen (14) calendar days of the date of the inspection, citation or notice of violation. Subsequent written proof of compliance with any violations arising from such inspection, citation or notice of violation, shall also be delivered to the Sponsor within seven (7) calendar days of receipt of written verification from the jurisdictional entity that all outstanding violations have been properly resolved.

**4) Sponsor Inspection of Facility and Unforeseen Emergencies**

The Sponsor may inspect the School facilities at any time during the school year to

ensure compliance with all applicable state laws and building and zoning requirements and with the provisions of this Contract. A facility for students to utilize during the class day is a material requirement of this Charter. Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School shall notify and shall obtain approval from 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.

**B) Compliance with Building and Zoning /Requirements**

**1) Florida Building Code**

The School shall use facilities that comply with the Florida Building Code, pursuant to Chapter 553, as applicable to charter schools, except for the requirements of the State Requirements for Educational Facilities (SREF).

**2) Florida Fire Prevention Code**

The School shall use facilities that comply with the Florida Fire Prevention Code.

**3) Applicable Laws**

The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local government, including the IDEA, the Americans with Disabilities Act (ADA), and section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies of all such documents shall be provided to the Sponsor.

**(a)** The School's operation shall be subject to required local government approvals including site plan approval pursuant to Section 1013.36, F.S., and if applicable, review of traffic studies/analysis. The School may also be required by the local government to provide amenities to ensure safe access to children/pedestrians walking to the School. Where or when required by law, the School will obtain zoning or other land use development orders and

comply.

- (b) The School shall be responsible for all costs for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, traffic analyses/studies, and any other additional charges or surcharges by the local government or other governmental agencies.
- (c) At all times, the School shall display a valid and current Certificate of Occupancy, and other certificates, permits, and licenses required by building and fire enforcement authorities, health and sanitation enforcement authorities and all other applicable enforcement agencies.
- (d) If the School fails to maintain valid licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract, the Sponsor may, after providing proper notice and a reasonable opportunity to cure to the School, withhold all subsequent payments to the School, without interest, until required permits, use approval, or facility certifications are obtained and/or may terminate this Contract.

**4) Capacity of Facilities**

- (a) The School shall not allow the enrollment at any time to exceed the number of students permitted by this Contract, zoning capacity, certificates of use and/or occupancy, applicable laws and regulations. Only where a municipality does not or is unable to issue an official determination of allowable occupancy, the School may either (1) submit an official document from the municipality affirming that the municipality is unable to issue an official determination of allowable occupancy and deferring to a Registered Architect to establish such allowable occupancy. In that event, the Architect may submit an original letter attesting to the allowable occupancy of the School, with said letter to bear the signature,

seal, and license number of the Architect; or (2) submit an original letter from a Registered Architect attesting to the inability of the municipality to provide an official determination of allowable occupancy and referencing the Permit Number and/or other pertinent identifying information on the approved plans for the School (with said signed and sealed plans to be provided to the Sponsor), which must specifically and unambiguously delineate the maximum allowable occupancy of the School. *If the School is sharing a facility with another entity* -- The School shares the facilities with the following school(s): N/A. At no time will the combined total enrollment of all of the charters sharing any such facility exceed the CO and CU capacities of the facility.

- (b) Any actions taken by the School to increase or decrease the allowable occupancy within the facility must be reported to the Sponsor, in writing, prior to any such action being finalized or becoming effective.

**5) Leased facilities**

If the School operates in leased facilities, the School shall present a fully executed lease agreement or other legal instrument, acceptable to the Sponsor, evidencing the legal right of the School to occupy and use the facility for an initial period of no less than one year. If the School will be leasing from a Sublessor, the School must also submit the Master Lease evidencing the legal authority of the Sublessor's right to lease the property to the School. If the lease agreement is for a period less than the term of the Contract, the School shall provide the Sponsor with a plan to ensure a facility for the duration of the Contract. The lease or other legal instrument acceptable to the Sponsor and evidencing the legal right to occupy and use the facility shall be signed by the authorized member of the governing board or authorized officer, as attested by the official governing board meeting minutes and/or corporate bylaws. This authorization must be provided to the Sponsor at the time the lease is submitted. If applicable and in compliance with Section 196.1983, F.S., the School shall obtain from the landlord and provide to the Sponsor, an affidavit from the owner of the leased property certifying that the property is exempt from ad valorem taxes and documenting how the School shall receive full

benefit of the exemption. If applicable, and in compliance with Section 286.23, F.S., the School shall obtain from the landlord and provide to the Sponsor an affidavit from the owner of the leased property which shall include the required disclosure information.

**C) Location**

**1) School's Street Address:** The School will be located at Miami Lakes Educational Center, Parkway Campus, 2349 NW 175<sup>th</sup> Street, Miami Gardens, Florida, 33056.

**2) Temporary Facility (if applicable) –**

**3) Relocation**

The School shall not change or add facilities or locations or relocate students into non-permanent educational facilities (i.e. trailers, portable classrooms, etc.) at any time during the term of this Contract without prior approval of the Sponsor unless within the same folio(s) approved in this Contract. Any other changes or additional facility or location must go through the Contract amendment process. In all instances where the School intends to utilize non-permanent educational facilities, the School must first provide the Sponsor with appropriate documentation verifying compliance with local Building & Zoning requirements, as well as from any other jurisdictional entities. If the site for placement of the non-permanent educational facilities is leased, the School must also provide written verification that the lease agreement permits the placement and operation of such units on the demised premises. Violation of this provision constitutes a unilateral amendment or modification of this Contract and good cause for termination. If the School moves out of a shared facility, the School must provide an audit of all equipment, educational materials, supplies, curriculum materials and other items purchased with federal grant funds and such items must be transferred to the School's new location.

**4) Additional Campuses or Facilities**

Any proposed change in location or an additional location must be requested in writing to the Sponsor and done by agreement between the parties to amend this Contract. Any new location must meet the same standards contained herein and

applicable law. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

**D) Prohibition to Affix Religious Symbols**

Pursuant to applicable law, the School shall not display any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

**SECTION 6: TRANSPORTATION**

**A) School Responsibilities**

The School shall provide for transportation of the School's students consistent with the requirements of Subpart I.E. of Chapter 1006, F.S., section 1012.45 and section 1002.33(20). If the School elects to provide school bus transportation for its students, the School shall submit a transportation plan to the District for review and approval and use a provider approved by the Sponsor. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation for eligible students and the manner in which it will be made available to the School's students. At the request of the parent, the LEA shall provide transportation pursuant to the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) for each child of a homeless individual and each homeless youth. The School shall provide transportation for students with disabilities enrolled in the School if required by the student's IEP. The School may provide transportation through an agreement or contract with an approved private provider or parents.

**B) Reasonable Distance**

The School shall ensure that transportation is not a barrier to equal access to students and shall provide transportation for students beyond a reasonable distance from the School as provided by law.

**C) Compliance with Safety Requirements**

Any transportation providers utilized by the School must be approved by the Sponsor and comply with all applicable state laws and regulations, driver certification requirements, and insurance.

**D) Fees**

The School may not charge a fee for transportation to which the student is entitled pursuant to state law. If the School does not provide transportation, the School shall reimburse parents for parent-provided transportation if the student is legally entitled to transportation to the School pursuant to subpart I.E, Chapter 1006, to the extent the School is reimbursed by the State. The School shall notify parents prior to enrollment and in all parent information that they may be eligible for transportation reimbursement.

**E) Private Transportation Agreement**

The School will provide the Sponsor the name of the private transportation provider and a copy of the signed transportation contract upon request.

**F) Reimbursement for School Provided Transportation**

The rate of reimbursement to the School will be equivalent to the reimbursement rate provided by the State for all eligible transported students within the school district. 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 or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s). 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.

**G) Failure to Comply**

Failure to comply with any local, state, or federal rule or regulation concerning school transportation may constitute good cause for termination of this Contract.

**SECTION 7: INSURANCE AND INDEMNIFICATION**

**A) Indemnification of Sponsor**

The School agrees to indemnify, defend with competent counsel, and hold the Sponsor, its members, officers, 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 Contract or law; (c) any failure by the School to pay its suppliers or any subcontractors; (d) disciplinary action or the termination of a School employee; (e) the debts accrued by the School and/or non-payment of same; or (f) personal injury, property damage, or violations of civil rights that may arise out of or by reason of actions of the School and/or its employees, agents, and representatives. In addition, the School shall indemnify, defend, and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.

**1) Indemnification for Professional Liability**

The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions Liability Policy described in this Contract will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader's Errors and Omissions Liability Policy's three (3) year 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.

**2) Notification of Third-Party Claim, Demand, or Other Action**

The School shall notify the Sponsor 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 the School 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 shall fail to undertake to defend, the Sponsor 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, which the School agrees to assume. The School or the

Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

**3) Indemnity Obligations**

The School's indemnity obligations under this provision and elsewhere in the Contract shall survive the expiration or termination of this Contract.

**B) Indemnification of School**

The Sponsor 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 Sponsor'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 Sponsor'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.

Notwithstanding any of the foregoing, the Sponsor does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, F.S.

**C) Acceptable Insurers**

**1) Acceptable Insurance Providers**

Insurance providers must be authorized by subsisting certificates of authority by the Department of Financial Services of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financial/s as defined in §163.01, F.S. In addition, the insurer, or in the case of an authorized insurance trust, the reinsurer must have a Best's Rating of "A" or better and a

Financial Size Category of “VI” or better, according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company.

**2) Insurance Provider Compliance**

If, during this period when an insurer is providing the insurance as required by this Contract, an insurer fails to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure the School shall immediately notify the Sponsor and promptly replace the insurance with insurance provided by another insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

**3) Minimum Insurance Requirements**

Without limiting any of the other obligations or liabilities of the School, the School shall, at the School’s sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.

**D) Commercial and General Liability Insurance**

**1) Liabilities Required**

School’s insurance shall cover the School for those sources of liability (including, without limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01 12 04), as filed for use in the State of Florida by the Insurance Services Office.

**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 \$1 million per occurrence/\$3 million annual aggregate.

**3) Deductible/Retention**

Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis without application of

any deductible or self-insured retention.

**4) Occurrence/Claims**

The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence or as market allows with prior approval of the Sponsor, which shall not be unreasonably withheld.

**5) Additional Insured**

The School shall include the Sponsor and its members, officers, and employees as Additional Insured on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10 07 04). The certificate of insurance shall be clearly marked to reflect “The Sponsor (The School Board of Miami-Dade County, Florida), its members, officers, employees, and agents as Additional Insured.”

**E) Automobile Liability Insurance**

**1) Coverage**

The School’s insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01 03 10), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.

**2) Occurrence/Claims and Minimum Limits**

The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

**F) Workers’ Compensation/Employers’ Liability Insurance**

**1) Coverage**

The School’s insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers’

Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

**2) Minimum Limits**

Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000.

**G) School Leader's Errors and Omissions Liability Insurance**

**1) Form of coverage**

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

**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 \$1 million per claim/annual aggregate.

**3) Occurrence/Claims**

The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim or as market allows with prior approval of the Sponsor, which shall not be unreasonably withheld. 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.

## **H) Property Insurance**

### **1) Structure Requirements**

If the School is the owner and/or has a mortgage on the school site location, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for the “Building” which is to include the structure as described in this Contract, 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.

### **2) Additional Requirements**

In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.

### **3) Business Personal Property Insurance**

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor no later than thirty (30) calendar days prior to the opening of school, evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

## **I) Applicable to All Coverage**

### **1) Other Coverage**

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, or as market allows with prior approval of the Sponsor, which shall not be unreasonably withheld 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) Default Upon Non-Compliance**

Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of this Contract and constitute good cause for termination.

**SECTION 8: GOVERNANCE**

**A) Public or Private Employer**

The School shall be a private employer. If the School elects to be a public employer, the School may participate in the Florida Retirement System (FRS) upon application and approval as a "covered group" under Section 121.021(34), F.S. If a charter school participates in the FRS, the charter school employees shall be compulsory members of the FRS. Teachers and other staff on approved charter school leave from the Sponsor will be considered employees of the School and will not be covered by the contract between the United Teachers of Dade (UTD) and M-DCPS.

**B) Governing Board Responsibilities**

**1) Non-Profit Status**

The School shall organize and be operated by a stand-alone, Florida non-membership, nonprofit corporation, pursuant to Chapter 617, F.S., at all times throughout the term of this Contract. A limited liability corporation does not qualify as a non-profit organization for purposes of this Contract. If the School has been granted tax-exempt status, the School shall provide the Sponsor with a copy of correspondence from the IRS granting tax-exempt status as a section 501(c)(3)

organization. The School also will provide the Sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. 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.

**2) Organizational Plan & Governing Board Oversight**

The School shall implement the organizational plan as described in the approved Application. The governing board shall consist of no less than three (3) members for no more than a thirty (30) day period. The governing board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, F.S. The governing board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

**3) Organizational Composition**

As stated in the By-Laws and the Articles of Incorporation (Appendices M and N, respectively), the Corporation shall be a non-membership organization, and a board of directors shall manage its activities and affairs. Voting shall control the Corporation, and only directors shall vote. The officers shall consist of a president, a vice president, a treasurer, and a secretary or as otherwise stated in the bylaws of the Corporation. The Corporation's board of directors shall, according to their by-laws, initially select the governing board of the School. Members of the board of directors may serve on the governing board. Material violation of the provisions in the by-laws shall be good cause for non-renewal or termination.

**4) School Operations**

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 School's governing board shall be solely responsible for the operation of the School and exercise continuing oversight over the School's operations. The School's governing board will define and refine policies regarding educational philosophy, and oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

**5) Accountability**

The School's governing board shall be accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as required by law.

**6) School Policy and Decision Making**

The School's governing board, in consultation with School staff, shall be responsible for all policy decision making of the School, including adopting all policies required by statute, creating/adjusting the curriculum, and developing and adopting an annual budget. The governing board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

**7) School Employee Supervision**

The teachers, support staff, and contractual staff will be directly supervised by the Principal.

**8) School Advisory Council**

The School shall establish a School Advisory Council (SAC) pursuant to state law. The School shall establish SAC by-laws; define the membership; develop election procedures; and post all meeting agendas and minutes pursuant to Section 286.011, F.S. Notices of all SAC meetings must be posted at the School, at the location of the meeting, and at the M-DCPS Citizen Information Center at least five (5) days prior to the meeting. Additionally, all bylaws and minutes must be posted using the M-DCPS website and adhere to timelines established by the Sponsor and SAC bylaws.

**9) Continuity of School Governance**

Continuity between the organizing group and the governing board may be maintained in the following ways:

- (a) organizing group members may serve as board members for terms as described in the Bylaws.

**10) School Fiscal Agent**

The governing board shall be the sole fiscal agent for the School and shall be involved from the inception in administrative functions, pursuant to such rules and policies as are developed by the governing board to guide finance and operations in accordance with Florida law. 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), F.S., who shall submit the report to the governing board. The governing board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan. The governing board shall use an audit firm that is independent from its management organization for the purposes of completing the annual financial audit required under section 218.39, F.S. The governing board shall perform the duties set forth in section 1002.345, F.S., including monitoring any financial corrective action plan or financial recovery plan.

**11) Eligible Members of the Governing Body**

No employee of the School may be a member of the governing body.

**12) Governing Board Compensation**

No member of the School’s governing board shall receive compensation, directly or indirectly, from the School’s operations, including but not limited to grant funds. Violation of this provision shall constitute a material breach of the Contract and good cause for termination. No School or management company employee, or his or 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 governing board, shall constitute a material breach of this Charter.

**13) Student/Parent Contract**

The School agrees to annually submit any proposed Student/Parent contracts, including amendments, to the Sponsor for review by June 1, prior to the opening of school year. The Sponsor shall approve or reject the proposed parent contract within 30 business days of receipt. If the Sponsor rejects the proposed Student/Parent Contract, it shall provide its reasons for rejection in writing and shall allow the School to resubmit a revised draft. The School shall not use the Student/Parent contract unless it has been approved by the Sponsor. The School shall not use language in these contracts to discriminate, involuntarily withdraw or dismiss the student without due process and as required by the Code of Student Conduct, or create a financial burden or any other barrier to enrollment or re-enrollment. The School shall not accept monetary donations in lieu of volunteer hours. At a minimum, all communication to parents, including Parent Contracts, shall be provided in English, Spanish and Haitian-Creole, as appropriate. Attached is the School's Parental Contract/Handbook (Appendix O). Violation may constitute good cause for termination of the Contract.

**14) Governing Board Reporting**

The Governing Board shall periodically report the School's academic progress to all stakeholders.

**15) Governance Training**

Pursuant to state law, the School's governing board members shall participate in charter school governance training in accordance with Section 1002.33, F.S. and Fla. Admin. Code r. 6A-6.0784.

**16) Employment of Relatives**

The School and its employees shall comply with state law prohibiting the appointment, employment, promotion, or advancement, or the advocacy for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control of an individual who is a relative as defined in Section 1002.33(24)(a)2, F.S.

**C) Public Records**

The School shall comply with Chapter 119, F.S., (the Public Records Act), and all other applicable statutes pertaining to public records.

**D) Reasonable Access to Records by Sponsor**

The School shall provide the Sponsor access to public records, at no cost, related to the governing board. Failure to provide such access will constitute a material breach of this Contract and good cause for termination.

**E) Sunshine Law**

The School's governing board meetings shall take place locally and in a physical location and facility that is easily accessible to the School's parents, students and employees, be publicized in advance to the school community and be open to the public pursuant to Section 286.011, F.S., (the Sunshine Law): Parents/guardians shall be encouraged to attend. Notification shall be available in languages other than English, where appropriate, e.g., Spanish, and Haitian-Creole. Notices of all governing board meetings must be posted at the School, at the location of the meeting, and on the School's website in accordance with Florida Statutes, but no later than five (5) business days prior to the meeting, forty-eight (48) hours for special meetings and as soon as possible for emergency meetings.

**F) Reasonable Notice of Governing Board Meetings**

**1) Notice of Governing Board Meetings**

The governing board shall publish on the School's website a schedule of all governing board meetings for the school year including the date, time and location of meetings. By July 15 annually, the School shall provide the Sponsor the annual schedule of governing board meetings. The School shall provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings.

**2) Governing Board Meeting Requirements**

For those schools that are in their first year of operation or who have been declared to be in a state of financial emergency, and/or who have been designated as a school grade of D or F in any two consecutive or two of any three years, the governing board shall meet at least monthly. The governing boards for schools that do not meet any of the above criteria shall meet no less than four times per year. The School's governing board must hold at least two public meetings per school year in

the school district. The meetings must be noticed, open, and accessible to the public and attendees must be provided the opportunity to receive information and provide input regarding the School's operations. The appointed parent representative and charter school Principal or Director, or designee, must be physically present at each meeting.

**G) Identification of Governing Board Members**

**1) Parent Membership**

The School's governing board shall be diverse and shall endeavor to include a parent member, with full membership rights. Board members shall possess special skills, talents, and expertise that will support the educational and moral development of the School's students.

**2) Parental Representative Designee**

The School's governing board must appoint a parent 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 Miami-Dade School District. The representative 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 the Sponsor and parents and posted prominently on the School's website.

**3) Governing Board Member Eligibility and Clearance**

The School's governing board members shall receive LiveScan fingerprinting at a Florida Department of Law Enforcement approved provider, using the Originating Agency Identifier (ORI) number FL930371Z for the Miami-Dade County Public School District, prior to the approval of the School's Contract. Governing board members appointed to the governing board after the approval of the School's Contract must utilize the same process above to be fingerprinted within thirty (30) days of their appointment. The cost of fingerprinting shall be borne by the School or the governing board member. The governing board agrees

to dismiss governing board members whose fingerprint check results reveal non-compliance with standards of good moral character. Any change in governing board membership must be reported to the Sponsor in writing within three (3) days of the change. Any violation of this provision will result in the withholding of FTE payments, without interest, with notice to the School, until the violation is cured and constitutes good cause for termination. All governing board members must provide to the Sponsor a Governing Board Disclosure Form that includes current information and shall provide updated disclosure forms every three years. Any change in governing board membership must be reported to the Sponsor in writing within three (3) business days of the change.

**H) Website**

The School shall maintain a website that clearly provides information about the School's academic performance and state accountability grades(s), the names of the governing board members, governing board meeting schedule for the current school year, school programs, the management company and/or service providers associated with the School, the School's annual budget and annual independent fiscal audit, and, on a quarterly basis, the minutes of governing board meetings.

**SECTION 9: EDUCATION SERVICE PROVIDER**

**A) Management Organization/ Education Service Provider Agreement**

**1) School Use of Management/ ESP Services**

(a) If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization (hereinafter collectively referred to as "ESP"), will be managing or providing significant services to the School, the contract for services between the ESP and the governing board shall be provided to the Sponsor and attached as an appendix to this Charter. The contract between the School and ESP shall require that the ESP operate the School in accordance with the terms stipulated in this Contract and all applicable laws, ordinances, rules, and regulations. The contract between the School and the ESP shall allow the School the ability to terminate the contract with

the ESP.

- (b) Neither employees of the ESP nor relatives of employees of the ESP, Section 1002.33(24), F.S., shall serve on the School’s governing board or as officers of the Corporation, nor shall any governing board member be compensated for their service on the board or selected to serve on the board by the ESP.
- (c) The School Leader shall be employed by or under contract to the School and evaluated by the School’s governing board or approved designee. The School Leader shall not own, operate, or serve as an officer of the ESP that serves the School.
- (d) The contract between the ESP and the School’s governing board shall ensure that an “arms-length,” performance-based relationship exists between the governing board and the ESP. The contract will clearly define each party’s rights and responsibilities including specific services provided by the ESP and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract. 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 ESP may contract for such services as determined by the management agreement and as otherwise allowed by law.
- (e) The contract between the School and the ESP shall require that the ESP disclose to the School and the Sponsor, any affiliations with individuals or entities (e.g. lessors, vendors, consultants, etc.) doing business with the School.
- (f) Any property, improvements, furnishings, and equipment purchased with public funds shall remain with the School, not the ESP, and any fund balance remaining at the end of each fiscal year will belong to the School, not the ESP. All loans from the ESP 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. In the event that the School closes, post- termination provisions of this charter contract shall apply.

- (g) The contract shall obligate the School to pay the ESP a reasonable, specific fee for services.
- (h) The ESP will perform its duties in compliance with this Charter. Any default or breach of the terms of this Charter by the ESP shall constitute a default or breach under the terms of this Contract by the School unless the School cures such breach after written notice.

**2) Submission of ESP Agreement**

The contract between the ESP and the School shall be submitted to the Sponsor prior to the approval of the School’s Contract, or at the time an ESP is contracted.

**3) ESP Contract Amendments**

If the School and the ESP amend their contract in a manner that results in a material change to the charter, this Contract will require modification through the contract amendment process, upon agreement by the Sponsor. All proposed amendments to the contract between the School and the ESP must be submitted to the Sponsor prior to execution.

**4) Change of ESP**

If the School changes ESP companies, a Contract modification may be required.

**SECTION 10: HUMAN RESOURCES**

**A) Hiring Practices**

The School shall implement personnel plans, policies and procedures including how the School will determine whether any potential employees are related to ESP owners or employees or to governing board members, as described in the approved Application. The School shall hire its own employees and retain qualified staff. The School agrees that its employment practices shall be nonsectarian.

**1) Reporting Staffing Information**

- (a) The School shall provide the Sponsor with the names and social security numbers of all applicants the School intends to employ prior to the

commencement of employment. The School shall disclose to the parents the qualifications of its teachers in the manner required by law.

- (b) The School shall provide the Sponsor with the name and employee number of any employee receiving a position change and/or job title.
- (c) Upon request, the School shall provide the Sponsor copies of monthly payroll rosters as directed. The payroll rosters shall indicate the payroll period, hire date of employee, the number of days that each individual was paid for, and the daily rate of each salary or the total amount paid to each individual during that period.
- (d) The parties agree that the School will use the Sponsor's specifically designed charter school employee management system and procedures for processing staff information. The Sponsor shall provide appropriate training to School personnel on the use of the electronic reporting facility.
- (e) Failure to provide any of the information in this subsection in a timely manner, after written notice from the Sponsor and a reasonable opportunity to cure, may constitute a breach of this Contract and good cause to terminate the Contract.

**2) Non-Discriminatory Employment Practices**

The governing board shall provide equal opportunity in employment, in accordance with Title VII and the Sponsor's antidiscrimination rules and policies.

**3) Instructional Personnel**

All instructional staff, including substitutes and paraprofessionals, employed by or under contract to the School shall meet all applicable requirements required by Chapter 1012, F.S., and shall meet all applicable requirements for highly qualified/effective instructional personnel as defined by the Every Student Succeeds Act (ESSA). The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012, F.S. Staff resumes/biographies shall be available to parents/guardians and community members upon request. The School shall provide continuing professional development programs for its teachers.

- (a) The School shall not employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School shall monitor teacher certification and ensure that teachers maintain their certification current at all times. Temporary instructors employed by the School must have met all applicable requirements of law.
- (b) In accordance with Section 1002.33 (12)(f), F.S., a charter school may not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety.
- (c) For blended-learning programs, instructional personnel may be employees of the charter school or may be contracted to provide instructional services. At a minimum, the instructional personnel must hold state certification as required by Section 1012.55, F.S., or school district adjunct certification under Section 1012.57, F.S., for the subject area of the blended learning course.
- (d) The School shall comply with Sections, 1012.22(1)(c), 1012.33(5), 1012.335, and 1012.34, F.S. The School shall not enter into a contract with an employee that exceeds the term of this Contract or include payment acceleration clauses based upon notification of non-renewal or termination.

**4) Fingerprinting and Background Screening**

- (a) Pursuant to all applicable laws, including but not limited to Sections 1012.32(2)(a), 1002.33(12)(a), 1012.465, 1012.467, 1012.468, 1012.56, and 435.04, F.S., the School shall require fingerprinting for level 2 screening of all applicants, for instructional and non-instructional positions, that the School intends to employ either through the Sponsor or LiveScan fingerprinting at a Florida Department of Law Enforcement approved provider, using the Originating Agency Identifier (ORI) number FL930371Z for the Miami-Dade County Public School District.

Additionally, the School agrees that each of its governing board members, employees, representatives, agents, subcontractors, education service providers, vendors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as required before being permitted on campus with students. The School agrees that such vendors and contractors will be required to be fingerprinted using the Originating Agency Identifier (ORI) number FL930372Z for the Miami-Dade County Public School District.

- (b)** The Sponsor shall perform the processing of each applicant’s fingerprints. The School or the applicant shall bear any and all costs associated with the required fingerprinting and level 2 background screening.
- (c)** The School shall not hire school employees prior to the Sponsor’s receipt and review of the fingerprinting and level 2 background screening results of the charter school applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigation. Potential School employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School shall not hire applicants whose fingerprint check and level 2 screening results reveal non-compliance with standards of good moral character. Noncompliance may result in withholding of FTE payments, without interest and shall constitute good cause to terminate this Contract.
- (d)** The School shall conduct general drug screening on all applicants for instructional and non-instructional positions, including contracted personnel, pursuant to the Sponsor’s School Board Policy 1124, Drug-Free Workplace, and the Miami-Dade County Public Schools’ Drug-Free Workplace General Policy Statement (Appendix P). A negative drug screening result shall be a requirement and prerequisite for employment. The cost of drug screening shall be borne by the School or the applicant.
- (e)** The School shall implement policies and procedures for background screening of all prospective school volunteers and mentors. The School shall

maintain current screening records and make them available upon request. The School shall notify the District via the designated charter school employee management system when a staff member is no longer employed at the School, within three (3) business days from the staff member's separation.

**5) Hiring Prohibition and Employee Misconduct**

In accordance with Chapter 1012 and Section 1002.33(12)(f), F.S., a charter school may not knowingly employ an individual who is ineligible for employment and/or has resigned from a school district in lieu of disciplinary action with respect to child welfare of safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety and maintain affidavits of separation as required by law. The governing board, the School, and its employees must comply with all posting and reporting requirements related to employee misconduct and employment eligibility, as required by law and the Florida Department of Education. Failure to do so may constitute good cause for termination of this Charter.

**B) Employment Practices**

**1) Statutory Prohibition and Required Disclosure regarding Hiring of Relatives**

The School and its employees shall comply with state law (Fla. Stat. § 1002.33(24)) prohibiting the employment of relatives which prohibits the appointment, employment, promotion, or advancement, or the advocacy for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control of an individual who is a relative. The School shall make a full disclosure to the Sponsor of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board, 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).

**2) Self-Reporting of Arrests**

The School shall require all instructional employees who hold Department of

Education teaching certificates to self-report within 48 hours to appropriate authorities, including the School's Administration or Governing Board, any arrest and final dispositions of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

**3) Standards of Behavior**

Unless otherwise provided by law, the School shall prohibit employees from bringing firearms onto School property. The School shall be responsible for the investigation and discipline of any School employee who may be in violation of this prohibition.

**4) Code of Ethics**

The School shall require that its employees abide by the Florida Code of Ethics of the Education Profession in Florida, and Principles of Professional Conduct for the Education Profession in Florida (Appendix Q). The School shall be responsible for (1) the investigation and discipline of any School employee who violates this prohibition and (2) for compliance with the mandatory misconduct reporting requirements in accordance with s. 1002.795, F.S.

**5) Personnel Policy**

The School shall comply with its governing board's Personnel Policy (Appendix R) for selecting and employing personnel.

**6) Collective Bargaining**

School employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing School District collective bargaining unit as determined by the structure of the School.

**7) Immigration Status**

The School shall employ only individuals legally authorized to work in the United States pursuant to federal immigration laws and USCIS regulations.

**8) Employee Discipline**

The School shall discipline its employees pursuant to state law and rules and any applicable federal laws. The School shall apply thorough, consistent, and fair procedures in disciplinary actions. Terminated employees are entitled to receive compensation for the time they have been employed.

**9) Employee Evaluation**

The School shall annually evaluate all instructional employees pursuant to state law.

**10)** The School shall not violate the anti-discrimination provisions of Section 1000.05, F.S., and the Florida Education Equity Act.

**C) Sponsor Training of School's Employees**

**1) Participation and Cost for Training Activities**

**(a) Participation in federally funded training:** The Sponsor shall provide federally funded professional development activities to school employees at no cost to the School.

**(b) Participation in non-federally funded training:** The Sponsor shall provide professional development activities to school employees on a space available basis. The School shall pay all additional costs associated with such activities and the same rates and reimbursement calculations currently charged to the Sponsor.

**SECTION 11: REQUIRED REPORTS/DOCUMENTS**

The School shall provide all required reports and documents as specified in this Contract and Appendix S. The Sponsor may require the School to provide additional reports and/or documents if necessary.

**SECTION 12: MISCELLANEOUS PROVISIONS**

**A) Impossibility**

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

**B) Notice of Claim**

**1) Time to Submit**

At least thirty (30) days prior to the initial opening day of classes, the School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing all required coverage.

**2) Notification of Cancellation**

The School shall notify the Sponsor in writing of cancellation of insurance within ten (10) days of the 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 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.

**C) Drug-Free Workplace**

The School shall be a drug-free workplace.

**D) Entire Agreement**

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

**E) No Assignment**

This Contract shall not be assigned by either party. The School may, without the consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for those services as set forth in this Contract.

**F) No Waiver**

No waiver of any provision of this Contract 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 Contract shall not be construed as a waiver or relinquishment of the term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Contract shall be deemed to have been made by either party unless in writing and signed by the parties.

**G) Default**

Non-compliance with any of the terms and conditions of this Contract may constitute good cause for termination.

**H) Survival Including Post-Termination**

All representations and warranties made in this Contract shall survive termination of this Contract.

**I) Severability**

If any provision or any section of this Contract is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Contract and all remaining provisions shall continue in full force and effect

**J) Third Party Beneficiary**

This Contract is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.

**K) Choice of Laws**

This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Miami-Dade County. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

**L) Notice**

Every notice of potential breach of this Charter that may be cause for termination or other legal action shall be provided in writing and sent via electronic mail and postage prepaid by United States mail, directed to the other party at the addresses provided herein or such other address as either party may designate in writing from time to time:

Phoenix Academies of Excellence, Inc.  
Mr. Isaah Gerome Daniels, Governing Board Chairperson  
1700 Convention Center Drive  
Miami Beach, Florida 33169  
[Najee3500@comcast.net](mailto:Najee3500@comcast.net)

Phoenix Academy of Excellence- North  
Attn: Principal/School Director  
13301 N.W. 24<sup>th</sup> Avenue  
Miami, Florida 33167  
[pr6057@dadeschools.net](mailto:pr6057@dadeschools.net)

The School Board of Miami-Dade County, Florida  
Attn.: Superintendent  
1450 N.E. 2nd Avenue, Suite 931  
Miami, FL 33132-1308

For all email communications: [superintendent'soffice@dadeschools.net](mailto:superintendent'soffice@dadeschools.net)  
And copies of all Notices to:

Charter School Compliance and Support  
Attn: Assistant Superintendent  
1450 N.E. 2nd Avenue, Suite 802  
Miami, FL 33132-1308  
For all email communications: [dbernard@dadeschools.net](mailto:dbernard@dadeschools.net)

Clerk of the School Board  
1450 N.E. 2nd Avenue, Suite 268B  
Miami, FL 33132-1308

All other notices, approvals, consents or other communications authorized or required by this Contract shall be provided via electronic mail.

**M) Authority**

Each of the persons executing this Contract represent and warrant that they have the full power and authority to execute the Contract on behalf of the party for whom he or she signs and that he or she enters into this Contract of his or her own free will and accord and 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. The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Contract and they are satisfied with the representation.

**N) Conflict/Dispute Resolution**

**1) Contractual Conflicts**

If a conflict arises out of the terms, construction, or rights or obligations contained in this Contract, the Sponsor or the School may either use the Dispute Resolution Procedure (Appendix T), or to the procedure in Section 1002.33(7)(b) F.S., as applicable. This provision does not apply to non-renewals or terminations.

**2) School Stakeholder Conflicts**

All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its governing board. Evidence of each parent's/guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.

**3) Contractual Priority**

In the event of any conflict between the provisions of this Contract and any appendix, this Contract shall prevail.

**O) Citations**

School Board Policy as referenced in this contract may be amended from time to time.

**P) Headings**

Headings in the Contract are for convenience and reference only and in no way define, limit, or describe the scope of the Contract and shall not be considered in the interpretation of the Contract or any provision hereof.

**Q) M-DCPS Police**

MDCPS School Police may accompany District officials in executing the Sponsor's official business.

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

ATTEST: **PHOENIX ACADEMIES OF EXCELLENCE, INC., d/b/a  
PHOENIX ACADEMY OF EXCELLENCE- NORTH (MSID 6057)**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Secretary Signature of Board Chair

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Print Name of Secretary Print Name of Board Chair

ATTEST: **THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Superintendent or Designee Signature of School Board Chair

Name: \_\_\_\_\_ Name: Maria Teresa Rojas  
Superintendent or Designee School Board Chair

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
General Counsel

Name: Walter J. Harvey  
General Counsel