

CHARTER SCHOOL CONTRACT  
BETWEEN  
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
AND  
City of Hialeah Education Academy, Inc., d/b/a  
CITY OF HIALEAH EDUCATIONAL ACADEMY (MSID 7262)  
Fifth Amendment to the First Renewal of the Charter School Contract

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History:  
Application: September 5, 2007  
CRC: March 24, 2008  
Contract: April 17, 2008 *[To (1) negotiate a 5-year term contract and (2) amend the name of the charter school from The City of Hialeah Charter School to The City of Hialeah Educational Academy.]*  
CRC: July 28, 2008  
First Amendment: August 4, 2008 *(To increase the enrollment from 100 students to a maximum of 200 students in its first year of operations.)*  
CRC: May 24, 2012  
Second Amendment: June 14, 2012 *(To add grade levels 6<sup>th</sup> through 8<sup>th</sup>, commencing with the 2012-2013 school year.)*  
CRC: No CRC required, pursuant to the School Board Policy 9800 - Charter Schools.  
First Renewal: June 20, 2013 *(To renew the contract for a 15-year term, commencing with the 2013-2014 school year.)*  
CRC: N/A  
First Amendment to First Renewal: June 21, 2017 *[Under Section 1002,331(3), F.S., High Performing Charter Schools, increase student enrollment from 800 students to a maximum of 920 students, commencing July 1, 2017, and ending June 30, 2028.]*  
CRC: N/A  
2nd Amend. to 1<sup>st</sup> Ren.: June 19, 2019 *[Under Section 1002.331, F.S., High Performing Charter Schools, increase student enrollment from 920 students to a maximum of 1,000 students, commencing July 1, 2019, and ending June 30, 2028.]*  
CRC: No CRC required. Authorized by the School Board at the May 19, 2021, School Board Meeting (Agenda #D66)  
3<sup>rd</sup> Amend. to 1<sup>st</sup> Ren.: May 19, 2021 *[To allow the school to receive their Title II funds, on a reimbursement basis, in lieu of services provided by the District; pursuant to s.1002.33(17)(c) F.S.]*  
CRC: November 28, 2023  
4<sup>th</sup> Amend. to 1<sup>st</sup> Ren.: December 20, 2023 *[To allow the City of Hialeah to transfer the contract, including its rights, duties, and obligations under this charter contract to the City of Hialeah Education Academy, Inc., commencing July 1, 2024, and ending on June 30, 2028.]*  
CRC: March 17, 2026  
5<sup>th</sup> Amend. to 1<sup>st</sup> Ren.: April 22, 2026 *[Under s.1002.331, F.S., High-Performing Charter Schools, to increase student enrollment from 1,000 to 1,250 which is an increase of 250 students, effective July 1, 2026, and expiring on June 30, 2028.]*

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**CITY OF HIALEAH EDUCATIONAL ACADEMY (MSID 7262)  
Fifth Amendment to the Renewal Charter School Contract**

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## APPENDICES

- Appendix A\*** Official Charter School Application or Renewal Packet (*if applicable*)
- Appendix B** School Board Policy 9800 - *Charter School*  
<https://go.boarddocs.com/fl/sbmd/Board.nsf/Public?open&id=policies#>
- Appendix C\*** School's Alternative Comprehensive Evidence-Based Reading Plan (*if applicable*)
- Appendix D** 2024-2025 Student Progression Plan (SPP)  
[https://api.dadeschools.net/WMSFiles/10/links/2024-2025\\_SPP%20Published%20Document.pdf](https://api.dadeschools.net/WMSFiles/10/links/2024-2025_SPP%20Published%20Document.pdf)
- Appendix E\*** School's Alternative Student Progression Plan (*if applicable*)
- Appendix F** District English Language Learners (ELL) Plan  
[https://api.dadeschools.net/WMSFiles/181/pdf/compliance/Approved\\_District\\_ELL\\_plan\\_2022-2025.pdf](https://api.dadeschools.net/WMSFiles/181/pdf/compliance/Approved_District_ELL_plan_2022-2025.pdf)
- Appendix G\*** School's Alternative English Language Learner Plan (*if applicable*)
- Appendix H** Exceptional Student Education Policies and Procedures (SP&P)  
<http://ehandbooks.dadeschools.net/policies/149.pdf>
- Appendix I\*** Budget for Initial Year of Operation Based on Minimum Enrollment (*if applicable*)
- Appendix J** Student Code of Conduct  
<http://ehandbooks.dadeschools.net/policies/90/>
- Appendix K\*** School's Alternative Student Code of Conduct (*if applicable*)
- Appendix L\*** School's Student/Parent Contract (*if applicable*)
- Appendix M\*** School's Student/Parent Handbook
- Appendix N\*** School's Alternative Mental Health Assistance Allocation Plan (*if applicable*)
- Appendix O** Miami-Dade County Public Schools Division of Student and Family Support Programs/Title I Administration Procedures Manual 2024-2025  
<https://ehandbooks.dadeschools.net/policies/135.pdf>
- Appendix P\*** Annual Budget Based on Enrollment Projections
- Appendix Q\*** Initial Year of Operation, Budget Based Upon Minimum Enrollment (*if applicable*)
- Appendix R** 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 S** Rules of the Auditor General, Chapter 10.850  
[https://flauditor.gov/pages/pdf\\_files/10\\_850.pdf](https://flauditor.gov/pages/pdf_files/10_850.pdf)
- Appendix T\*** Contract for Services between the ESP and the Governing Board
- Appendix U\*** Bylaws of the Governing Board

- Appendix V\*** Articles of Incorporation
- Appendix W** School Board Policy 1124 - *Drug-Free Workplace*  
<https://go.boarddocs.com/fl/sbmd/Board.nsf/Public?open&id=policies#>
- Appendix X** Principles of Professional Conduct for the Education Profession in Florida  
<https://www.fldoe.org/teaching/professional-practices/code-of-ethics-principles-of-professio.stml>
- Appendix Y\*** School's Personnel Policy
- Appendix Z** Dispute Resolution Procedures
- Appendix AA** District's Pre-Opening Checklist

*\*Indicates appendices provided by the School.*

## 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.

**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 (M-DCPS), the school district for Miami-Dade County as referenced in Art. IX, Section 4, Florida Constitution.

**DSIS** shall mean the District's student information system.

**FDOE** shall mean the Florida Department of Education.

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

**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** shall mean the student has completed the School's registration/enrollment procedures.

**School** shall mean the contracting party or legal entity d/b/a.

**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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**City of Hialeah Educational Academy (MSID 7262)**  
**Fifth Amendment of the Renewal Charter School Contract**

**SECTION 1: GENERAL PROVISIONS**

This Fifth Amendment of the Charter School Renewal (Contract or Charter) entered into as of the 22<sup>nd</sup> day of April 2026, between The School Board of Miami-Dade County, Florida, (Sponsor or School Board), and City of Hialeah Education Academy, Inc., a non-profit corporation organized under Chapter 617, F.S., d/b/a., City of Hialeah Educational Academy (School). This Contract is limited to the Corporation's City of Hialeah Educational Academy (MSID 7262). This Contract shall become effective on the date it is approved by both parties.

**1.1 Approved Application**

The official Charter School Application/Renewal Packet was approved by the School Board on September 5, 2007, and is attached hereto as Appendix A. All attached appendices are incorporated by reference and constitute part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

**1.2 Term of Charter**

The term of the current Charter Contract is fifteen (15) years, it commenced on July 1, 2013, and will expire on June 30, 2028. The initial contract was approved on April 17, 2008, and amended on August 4, 2008, and on June 14, 2012. The contract was first renewed on June 20, 2013, and this renewal contract was amended on June 21, 2017, June 19, 2019, May 19, 2021, and on December 20, 2023. 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 Florida Department of Education (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 all in accordance with Section 1002.33(7)(b), F.S. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

**1.2.1 Start-Up Date and School Calendar**

(A) **School Opening Date.** For the first year of operating under this Charter, the School shall begin classes on the same day as the Sponsor or at such other time as otherwise determined by the Governing Board. The School cannot open absent submission of all required documents listed in the District's Pre-Opening Checklist (Appendix AA). Pursuant to law, the School may defer the opening of its operations for up to three (3) years to provide time

for adequate facility planning. A charter school that elects to defer opening must provide written notice of such intent to the Sponsor and the parents of enrolled students at least thirty (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 school. The first two (2) planning years will extend the term of this Contract. By March 1st of the year they were approved to open, a charter school that indicates they will defer opening must provide the District with a proposed opening date and a status report to include a timeline of all key operational items and milestones. The charter school shall continue to provide periodic status reports and make allowances for site visits. Failure to open the School after all available deferral years will result in automatic rescission of the contract with notice to the School but with no further action required of the Sponsor.

- (B) **Academic Calendar.** 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 differs from the Sponsor's public-school calendar, including the instructional days, the School shall provide reasonable notice and submit the proposed calendar to the Sponsor and parents of enrolled students prior to the start of the school year. Any calendar changes that differ from the Sponsor's calendar, must be provided upon request to the Sponsor prior to implementation. Calendar modifications may incur a processing fee at a rate no greater than the Sponsor's actual cost.
- (C) **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 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 ninety (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.

### 1.2.2 Charter Modification

This Contract may not be modified unless approved by both parties in writing pursuant to School Board Policy 9800, *Charter Schools* (Appendix B). No contract modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School

must provide information acceptable to the Sponsor relating to 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*, to the extent School Board Policy does not limit or conflict with the statutory provisions of F.S. 1002.33 and/or 1002.331. In the event of a conflict between School Board Policy and the statute, the statute will prevail. The Sponsor may not require the School to waive the provisions of s. 1002.331, F.S., or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), F.S., as a condition of approval or renewal of the Charter.

### 1.2.3 Charter Renewal

- (A) **Renewal Notice.** This Charter may be renewed as provided for in Section 1002.33, or 1002.331, F.S. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes.
- (B) **Renewal Review and Evaluation.** Prior to renewal of this Charter, the Sponsor shall perform a review to determine the level of success of the School's educational program, organizational performance, financial performance and achievement of the goals and objectives required by State accountability standards and successful accomplishment of the criteria under Sections 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 ninety (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.
- (C) **Renewal Packet Submission.** Any charter school seeking renewal shall complete a Charter Renewal Packet as provided by the Sponsor's renewal process in Policy 9800 in effect as the date of this charter. In the event of any revision to policy 9800, the policy in effect at the time the charter was executed shall remain in effect until the revisions to the policy are mutually agreed upon in writing.
- (D) **Renewal Term and Approval.** 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.

- (E) **Periodic Review and Evaluation:** The Sponsor may annually evaluate the School on its performance and progress meeting the standards and targets included in this charter, including academic achievement goals established by the school pursuant to this charter. If the term of this Charter exceeds five years, the Sponsor may conduct a High-Stakes Review not more often than once every five years or upon renewal and shall transmit the findings of the review to the Governing Board of the School.

### 1.3 Termination or Non-Renewal

This Contract may be terminated or non-renewed during its term for any cause of termination or non-renewal identified in section 1002.33 which is not cured within thirty (30) days after notice and reasonable opportunity to cure, except for deficiencies regarding immediate threats to student and staff health, safety and welfare which must be cured immediately, and where it is not possible to cure within the time required herein, the School will present to the Sponsor and diligently follow a plan and schedule in which to cure any deficiency as soon as reasonably possible. Notices of non-compliance, non-renewal, or termination, cancellation and default must comply with the requirements set forth in section 1002.33 and as otherwise required by law.

#### 1.3.1 Causes for Termination or Non-Renewal.

The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in Section 1002.33, F.S.

- (i) 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 established by the school pursuant to this Charter;
- (ii) failure to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to s. 1002.345, F.S.;
- (iii) material violation of law;
- (iv) if insufficient progress has been made in attaining the student achievement objectives of the charter and if it is not likely that such objectives can be achieved before expiration of the charter;
- (v) if the School earns two consecutive grades of "F" after all school grade appeals are final except as otherwise provided in Section 1002.33(9)n3, F.S.

- (vi) failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance.

### **1.3.2 Causes for Immediate Termination**

Pursuant to Section 1002.33(8)(c), this Charter may 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 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.

### **1.3.3 Procedures for Termination or Non-Renewal**

- (A) **Sponsor Notification Responsibilities.** The Sponsor shall notify the School's Governing Board and principal in writing at least ninety (90) days prior to non-renewing or terminating the Contract. The notice shall comply with the requirements of Section 1002.33(8), F.S., state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may request a hearing within fourteen (14) calendar days of receiving the notice.
- (B) **Hearing Request.** The School's Governing Board may request an administrative hearing before the Florida Division of Administrative Hearings (DOAH). This request must be authorized by a vote of the Governing Board and be submitted pursuant to the notice provisions of this charter. Minutes or an adopted resolution documenting the action must be submitted with the request. The School shall file the request with the School Board Clerk pursuant to School Board Policies 0133, *Quasi-Judicial*, 9800, *Charter Schools*, 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. For purpose of notice, the Charter School's Governing Board is the last roster submitted by the School to the Sponsor.
- (C) **Continued Operations During Proceedings.** 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.
- (D) **Expenditures.** Upon notification of non-renewal 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.

#### **1.3.4 Procedures for Immediate Termination**

- (A) Sponsor Notification Responsibilities.** The Sponsor’s determination is subject to the procedures set forth in section 1002.33(8)(b), F.S. Upon immediate termination, the Sponsor shall notify the School’s Governing Board chair, principal, and the FDOE in writing, clearly identifying the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable, and detailing the specific facts and circumstances demonstrating the existence of such danger, explaining why the danger is likely to continue, and stating why immediate termination of the Charter is necessary to protect the health, safety, or welfare of the students, pursuant to Section 1002.33(8)(c), F.S.
- (B) Hearing Request.** The Sponsor’s determination is subject to the 90-day termination procedures in section 1002.33(8)(b), F.S. Upon receiving written notice from the Sponsor, the Charter School’s Governing Board has ten (10) calendar days to request a DOAH hearing. The hearing may take place after the charter has been terminated.
- (C) Operation of the School.** The School shall continue to operate the school throughout the pendency of the hearing (including any related appeals) as provided for in s. 1002.33(8)(d), F.S., unless the continued operation of the School would materially threaten the health, safety of welfare of the students. Pursuant to s. 1002.33(8)(c), F.S., 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. If the School has no facility at the time of termination, the Sponsor is not obligated to operate the School.

  - (a) Access to Records and Facilities.** Upon immediate termination, the School shall immediately provide the Sponsor access to the School’s facilities along with security system access codes and access codes for all School-owned or leased computers, software, networking, switching and all other technical systems in the School’s facilities or remotely located areas serving the School, and shall make accessible to the Sponsor all student, educational, operational, and administrative records of the School including those held by third

parties. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records, information, receipts and documentation for all expenditures of public funds, including the location of the public funds, held by the School, including but not limited to Federal grants such as Title I and charter school grants, and grant the Sponsor access to the School's public funds, storage facilities, and all public property. In the event the Sponsor obtained an injunction to enjoin continued operation of the School, the Sponsor shall assume operation of the School. Failure by the Sponsor to assume and continue operation of the School, where the Sponsor had the obligation to operate the School, shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the Sponsor obtained an injunction to enjoin operation of the school and therefore assume operation of the School and the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

**(b) 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, after being awarded an injunction, at the Sponsor's option but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor may take any appropriate personnel action regarding the School's employees and will give notice to the School before taking any such action.

**(c) Disbursement of Funds.** The Sponsor shall not disburse school funds except 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.

### **1.3.5 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 the 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, except by the Governing Board and in accordance with law. Additionally, all post-termination provisions incorporated in this Contract shall apply.

### **1.3.6 Removal of Public Property**

Upon notice of termination or non-renewal, the School shall not remove any public property, as defined by law, from the premises without written Sponsor approval, except in the ordinary course of the School operations so as not to disrupt the continuity of instruction.

## **1.4 Post-Termination Provisions**

### **1.4.1 Dissolution of School**

The School shall be dissolved under the provisions of law under which the School was organized. 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.

### **1.4.2 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 have been satisfied by the Sponsor. In no event shall the District be responsible under any assignment of a lease to the Sponsor for any debts or obligations of the School arising under that lease and incurred prior to such assignment.

### **1.4.3 Leases with the District**

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.

#### **1.4.4 Student Transfers and 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 shall be transferred immediately to the receiving school or to the Sponsor in accordance with law and School Board Policy 9800.

#### **1.4.5 Disposition of Assets and Unencumbered Funds**

In the event the School is dissolved or is otherwise terminated, all sponsor property and improvements, furnishings and equipment purchased with public funds shall automatically revert to full ownership by the sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved, and proper distribution of the property is determined. 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 (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.

#### **1.4.6 Final Audit**

Pursuant to s. 1002.33, F.S., upon notice of non-renewal, closure, or termination, an independent audit shall be completed within thirty (30) days to account for all public funds and assets. During the fiscal year in which termination or non-renewal occurs, the School may commission and pay for a final independent financial audit of the School. In the event the School does not elect to commission an independent audit upon notice of non-renewal, closure, or termination, 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 previously approved by the school absent good cause not to do so.

### **1.5 General Statutory Requirements**

#### **1.5.1 Non-Discrimination**

The School shall not discriminate in educational programs/activities or

employment and shall provide equal opportunity for all as required by all applicable Federal, State and local laws, rules, regulations and court orders directed to the School as a party and subject to all rights and appeal. The School shall designate a Title IX Coordinator as required by law 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.

### **1.5.2 Compliance**

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

## **SECTION 2: EDUCATIONAL PROGRAM**

### **2.1 Academic Accountability**

#### **2.1.1 Incoming Baseline Standard of Student Academic Achievement**

The School will establish the current incoming baseline standards of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Contract, in a format provided by the Sponsor.

#### **2.1.2 Academic Student Performance Data**

By September 15 of each year, the Sponsor shall provide the School with 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 s. 1002.33(7)(a)3., Florida Statutes.

#### **2.1.3 Academic Progress Rates for Comparable Student Populations**

By September 15 of each year, the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:

- i. Students scoring a level 1 on prior year assessment
- ii. Students scoring a level 2 on prior year assessment
- iii. Students scoring a level 3 or higher on prior year assessments
- iv. Students with disabilities
- v. English Language Learners

#### 2.1.4 Academic Achievement Goals

- (A) **First Year of Operation.** By October 15 of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
- (B) **Subsequent Charter Years.** By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in this Contract. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
- (C) **Sponsor Review.** The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals, it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt, the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals, either party may request mediation pursuant to Section 1002.33(6), F.S. The goals may be adjusted at any time upon mutual written consent of both parties.
- (D) **Governing Board Approval.** The School's Governing Board shall review and approve the goals and objectives prior to its final submission. Minutes documenting approval must be taken and posted on the School's website pursuant to Section 1002.33(9)(p)1.
- (E) **Performance Reporting.** Annually, the School shall report its performance against the academic goals in the format requested by the Sponsor. The School agrees to allow the Sponsor reasonable access to its facilities and records to review its data sources 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 this Charter, and as required by Sections 1008.31 and 1008.345, F.S. upon reasonable notice and in a manner so as to reasonably minimize disruption to students and school

operations. Furthermore, the School shall allow the Sponsor to collect data through other means such as survey 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. If the School falls short of the academic achievement goals set forth under the provisions of this Charter, the Sponsor shall report such shortcomings to the School's Governing Board and FDOE. The School and Sponsor may agree to adjust the goals through the same process set forth in this Section.

## **2.2 Performance Improvement Requirements for Low-Performing Schools**

### **2.2.1 School Improvement Plan (SIP)**

- (A) Schools that Earn a Grade of "D" or "F."** Pursuant to Section 1002.33(9), if the School earns a grade of "D" or "F," the director and a representative of the Governing Board must appear before the Sponsor to present information regarding contract components with noted deficiencies. The Governing Board representatives must submit a SIP to the Sponsor for approval, outlining strategies to improve student performance and begin implementation of the SIP upon the Sponsor's approval.
- (B) Schools Identified for Support by the FDOE.** If the School is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of schools for comprehensive support and improvement (CS&I), additional targeted support and improvement (ATSI), or targeted support and improvement (TS&I), it must develop and implement a SIP approved by the Governing Board and the Sponsor. Upon approval by the Sponsor, the school shall implement the SIP, as required by law.
- (C) Posting and Monitoring of Approved School Improvement Plans.** Minutes documenting SIP approval must be posted on the School's website pursuant to Section 1002.33(9)(p)1., F.S. The Governing Board shall monitor the implementation of the SIP.

### **2.2.2 Corrective Actions**

- (A) Selection of Corrective Actions.** If the School earns three consecutive grades below a "C," the School's Governing Board must select and implement one of the following corrective actions:
  - (i)** Contract with an outside entity to provide educational services directly to students, instructional personnel, and school administrators, as prescribed by State Board of Education rules.

- (ii) Contract with an external organization with a demonstrated record of effectiveness to operate the school.
  - (iii) Reorganize the school under new leadership, such as a new director or principal, who is authorized to hire new staff.
  - (iv) Voluntarily close the charter school.
- (B) **Implementation Timeline.** The selected corrective action must be implemented during the school year immediately following the receipt of the third consecutive grade below a "C." If the School improves to a grade of "C" or higher, the corrective action is no longer required. However, the School must continue implementing the strategies outlined in its school improvement plan, subject to annual monitoring by the Sponsor.
- (C) **Waiver and Termination.** The Sponsor may waive the corrective action annually if it determines that the School is likely to improve its grade with additional time to implement strategies outlined in the school improvement plan. However, a school earning two consecutive grades of "F" is subject to immediate interventions provided by law.
- (D) **Selection of a New Corrective Action.** If the School fails to improve to a grade of "C" or higher after two full school years of implementing a corrective action, the Governing Board must select a new corrective action to begin the following school year unless the Sponsor determines that additional time is likely to result in the School achieving a "C" or higher under the existing corrective action.
- (E) **Immediate Interventions.** Notwithstanding this subparagraph, a school earning two consecutive grades of "F" while implementing a corrective action is subject to immediate interventions under Section 1002.33(9)(n)3, F.S.

## 2.3 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 upon between the School and the Sponsor.

### 2.3.1 State Required Assessments

All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

### 2.3.2 Additional Assessments

Students may participate in any or all District assessment programs in which the Sponsor's students in comparable grades or schools are required to participate and shall participate in any other assessments to the extent described in the Application. The School will select and implement its own progress monitoring tools and

assessments as required by statute. The School shall be responsible for the costs of additional assessments, including District assessments that are not required by law or this Charter (except those developed with federal funds or those developed using the Florida's Item Bank and Test Platform) and progress monitoring tools unless the Sponsor is required, by law, to be responsible for the costs.

### **2.3.3 Advanced Academic Program Assessments**

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 official assessment results to the Sponsor.

### **2.3.4 Preliminary Scholastic Aptitude Test (PSAT)**

If the School offers the PSAT, it 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.

### **2.3.5 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.

### **2.3.6 Test Administration, Security, and Support**

The School shall designate a School Assessment Coordinator from the School who 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. Within 5 business days, the School shall notify the Sponsor of any change in the designated School Assessment Coordinator. The School shall require all School personnel involved with any aspect of the testing process to abide by State and Sponsor policies, procedures, and standards regarding applicable 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 the applicable School staff all services or 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 all at no cost to the School.

The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration if the Sponsor reasonably deems it necessary and in a manner so as to minimize disruption to students and school operations in accordance with established monitoring protocols.

### **2.3.7 Reports**

The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District. 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.

### **2.3.8 Technology Infrastructure**

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

## **2.4 Curriculum**

### **2.4.1 Implementation**

The School shall implement its educational and related programs as specified in its School Board-approved Application (Appendix A). Any material changes to the education program or curriculum as described in the approved Application or Charter require Sponsor approval, including instructional methods, distinctive instructional techniques, and technologies to enhance educational performance. These technologies must promote safe, ethical, and appropriate use in compliance with legal and professional standards.

### **2.4.2 Material Changes**

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 School Board approved Charter School 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.

### **2.4.3 Instructional Materials**

The School shall provide each student with current instructional materials in each core course. The School shall provide adequate technological infrastructure to support and deliver all digital instructional materials. Furthermore, 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.

#### **2.4.4 Comprehensive Evidence-Based Reading Plan**

The School will adopt and implement with fidelity, the Sponsor's Comprehensive Evidence-Based Reading Plan (CERP), and Rule 6A-6.053, F.A.C., including all instructional materials which are the responsibility of the School to procure unless it has chosen to use an alternate research-based core reading plan. Annually, the School shall determine whether to adopt the Sponsor's CERP. If the School elects to develop its own CERP, it must submit its CERP, approved by its Governing Board, to the Sponsor by July 15 and meet the requirements of all applicable law. If the School has elected to implement an alternate research-based core reading plan, it is attached herein as Appendix C. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with Florida Standards and grounded in scientifically based reading research.

#### **2.4.5 Mathematics Curriculum and Support for Below-Level Students**

Pursuant to s. 1002.33, F.S., the School shall ensure that mathematics is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are performing below grade level, consistent with the requirements of Section 1002.33(7)(a)2.b., Florida Statutes.

### **2.5 Advanced Academics and Acceleration Options**

#### **2.5.1 Advanced Placement**

The School shall advise each student of courses through which a secondary 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. Courses will be offered in accordance with the approved Application or Renewal Packet. To meet this requirement, each school that offers these options 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.

#### **2.5.2 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) Dual Enrollment Articulation Agreements.** If the School chooses to provide a DE 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 1st.

- (B) **Eligible Institutions.** Pursuant to Section 1011.62, F.S., an eligible college or university, which is not for profit, 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 DE 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.
- (D) **Fees.** If the School offers AP/IB/AICE/DE courses, it shall not charge any fees for participation, textbooks, instructional materials, or examinations for any AP/IB/AICE/DE courses in which students are enrolled.
- (E) **Professional Development.** If the School offers AP/IB/AICE/DE courses, it shall provide all AP/IB/AICE/DE teachers with training and professional learning opportunities as required by the AP/IB/AICE/DE syllabus.

## 2.6 Student Promotion and Graduation

### 2.6.1 Student Progression Plan

The School will adopt, and implement with fidelity, the Sponsor's student progression plan (Appendix D) in effect for the current operational year. If the School elects to develop and adopt its own plan, it must secure approval from its Governing Board before submitting the plan to the Sponsor for approval. Once approved, the plan shall be attached herein as Appendix E. If the School opts to develop and implement their own SPP, the School shall establish a policy for determining that a student has satisfied the requirements for graduation that is consistent with the provisions of Florida law and shall inform the Sponsor of this policy and/or any changes to a previously adopted policy at least one (1) month

prior to the beginning of the school year. The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law.

#### **2.6.2 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.

#### **2.6.3 Graduation Requirements**

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

#### **2.6.4 Accreditation**

Secondary schools shall notify the parent 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) and Parent/Student contract. The notification must also be prominently displayed at all times on the School's website.

### **2.7 English Language Learners**

#### **2.7.1 Plan Adoption and Approval**

The School will adopt the District's English Language Learners Plan (Appendix F) in effect for the current operational year, and which meets the requirements of the League of United Latin American Citizens (LULAC) et al. v. State Board of Education Consent Decree. If the School elects to implement its own plan, approved by its Governing Board, it is attached hereto as Appendix G. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

#### **2.7.2 Services for English Language Learners**

Students at the School who are English Language Learners (ELL) will be served by English for Speakers of Other Languages (ESOL) endorsed or certified personnel. The School shall 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) and must timely cure any violation after written notice.

### **2.8 Exceptional Student Education**

#### **2.8.1 Program Requirements**

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. 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.

### **2.8.2 Non-Discrimination and Admission Procedures**

The School shall not discriminate against students with disabilities in placement, assessment, identification, selection, or admission. 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. After enrollment, any student who is suspected of having a disability must be referred for evaluation in accordance with 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.

### **2.8.3 Individualized Education Plans (IEPs) and 504 Plans**

The School shall conduct Individual Educational Plan (IEP) and 504 plan meetings for eligible students, to include an annual IEP or 504 meeting with the eligible student's family. 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 or 504 plan, which shall be provided within ten (10) days.

### **2.8.4 Student Placement and Referral**

If the School determines, 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 this Contract.

### **2.8.5 Civil Rights Complaints and Investigations**

If the School receives a complaint filed or becomes aware of an investigation with the U.S. Office of Civil Rights (OCR) 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 (except where to give such notice would violate the law or the directions of the investigating government entity). The School shall fully cooperate with the Sponsor during any investigation and/or proceeding by the 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 relief by OCR attributed to, caused by or through the fault of the School. Notwithstanding the aforementioned, the Sponsor shall assume or reimburse the costs attributable to, caused by or through the fault of the Sponsor, if any. Failure of the school to pay the costs, fees, reimbursements, and compensatory education within a reasonable time after the expiration or exhaustion of any appeals will result in the Sponsor deducting any amount owed from the School's FTE payments.

#### **2.8.6 Sponsor Responsibilities**

The Sponsor shall provide ESE administration services to the School, pursuant to Section 1002.33, F.S.

**(A) Student Evaluations.** The Sponsor shall conduct all initial evaluations of students referred for potential Exceptional Student Education, Gifted, Section 504 eligibility, and for the re-evaluation of Exceptional Student Education students, in accordance with Federal and State mandates to determine whether a student is a child with disability under Section 300.8 of the IDEA. All requirements for Response to Intervention (RtI) 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) **Initial LEA Representation.** 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) **Compliance Monitoring.** 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 H). 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.

### 2.8.7 School Responsibilities

- (A) **Disability Disclosure and Placement Determination.** 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, and receipt of the IEP, EP, or Section 504 Plan, 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. 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. 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) **Student Support and Evaluation Protocols.** 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 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) **Delivery of Educational Services and Equipment.** 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) **Evaluations and Service Delivery.** The School shall conduct the evaluations of the School's students referred for related services such as: Physical Therapy (PT), Occupational Therapy (OT), Speech and Language (SL), Nursing, Assistive Technology (AT) and Functional Behavior Assessment (FBA) services when these are being considered as a related service, with personnel qualified in accordance with State of Florida regulations and in accordance with Response to Intervention requirements. Notwithstanding the aforementioned, the School shall not be responsible for initial evaluations included under Exceptional Student Education Eligibility Programs, as defined by the IDEA. If the student is determined eligible for these services and they are added to the student's IEP or Section 504 Plan as a related service, the School shall be responsible for the provision or delivery of 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 a related service is being considered. 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, through electronic means, via video conferencing, 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 to the school's Related Service Providers at no cost to the school. The school is responsible for compensating its externally contracted service providers for their attendance at such trainings. The Sponsor may conduct periodic reviews of the paperwork prepared by the service providers providing services to such students.

- (E) **Independent Educational Evaluations.** 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 this Contract.
- (F) **Compliance with IDEA, Section 504, and EP Regulations.** 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) **Policy for Service Animal Requests.** The Governing Board shall adopt a policy and procedure for consideration of service animal requests made to the School.
- (H) **Least Restrictive Environment.** 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) **Professional Development Requirements.** 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) **Enforcement of Compliance.** 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.

### 2.8.8 Due Process and Dispute Resolution Procedures

- (A) **Filing and Notification.** 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) **Review, Representation and Cost Responsibilities.** 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 the Sponsor's legal counsel. Final decisions on legal strategies shall be made by the Sponsor's attorney with meaningful consultation with the School, including giving school counsel the

opportunity to review papers. The Sponsor's legal counsel will represent the Sponsor on all claims brought by parents related to Sponsor completed evaluations referenced in this Contract. 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 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, and interpreter and all appeals for all matters attributed to, caused by or through the fault of the School. 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 for all matters attributed to, caused by or through the fault of the School; 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, for which the School is responsible, as set forth in this paragraph, and that remain unpaid 30 days after a written invoice to the School, may 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) **Participation in Resolution and Mediation Sessions.** 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) **Post-Mediation Recommendations and Cost Responsibilities.** 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 this Contract.
- (E) **Resolution and Advancement of Due Process Hearings.** 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. 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 this Contract 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.

#### **2.8.9 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.

#### **2.8.10 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.

### **SECTION 3: ENROLLMENT AND STUDENT SERVICES**

#### **3.1 Grades Served**

The School is authorized to serve Grades 6 - 12

## **3.2 Recruitment and Admissions**

### **3.2.1 Recruitment**

The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools. The School may recruit throughout all segments of the community and provide outreach materials in multiple languages appropriate to the geographical location of the Charter School and shall proceed as described in its approved application. 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. 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.

### **3.2.2 Non-Discriminatory Admission and Non-Sectarian Policies**

The School shall be non-sectarian in its programs and admissions policies. The School shall be open to any student residing in Miami-Dade County and to students in other districts in accordance with the school's controlled open enrollment plan. Admission or dismissal must not be based on a student's academic performance except as authorized under s. 1002.33(10)(e)5, F.S. 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. subject to facility. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request, prior to enrollment or notice of acceptance, 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. 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. 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. may constitute good cause for termination of this Charter.

### **3.2.3 Lottery and Wait List Documentation**

The School shall describe in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize. 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 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 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:

- (i) 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;
- (ii) copies of student enrollment applications, any marketing materials, and all other enrollment materials;
- (iii) evidence of compliance with all policies, processes, and timelines approved by the Governing Board, and related to the application, lottery and wait list notification;
- (iv) evidence that the lottery process was posted on the School's website and clearly communicated to the public at large;
- (v) evidence that outreach materials have been communicated in multiple languages; and,
- (vi) 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.

#### **3.2.4 Articulation Agreements Between Charter Schools**

As required by State law, articulation agreements must be approved by the Sponsor prior to implementation. CSCS is authorized to approve articulation agreements that:

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

### **3.3 Enrollment**

#### **3.3.1 Preferences**

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.

### 3.3.2 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. The 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. 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 or private 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.

### 3.3.3 Capacity and Class Size Requirements

Following is the student enrollment breakdown:

Years 1-4: 2013-2017 – Grades 6 to 12 - up to 800 students

Years 5 -6: 2017-2019 – Grades 6 to 12 – up to 920 students

Years 7-12: 2019-2026 – Grades 6 to 12 – up to 1,000 students

Years 13-15: 2026-2028 – Grades 6 to 12 – up to 1,250 students

The School shall comply with class size restrictions as required by law. 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)(h), F.S. The School shall not enroll students in excess of the physical capacity of the building except as otherwise provided by law for schools operating multiple sessions, in which case the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a high-performing school shall be determined by the Governing Board. No later than March 1st of each year, the School shall provide the Sponsor the proposed enrollment capacity for the subsequent school year. Monthly FTE payments shall be withheld, without interest, for students in excess of the School's annual enrollment capacity, as defined by the Contract.

### 3.3.4 Projections

**(A) Preliminary Enrollment Projection.** If requested, no later than November 1st of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The preliminary projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

**(B) Final Enrollment Projection.** The Sponsor may request that the School provide final enrollment projections for the upcoming school year no later than July 15th of each year. Final enrollment is not annual capacity, but the

school's projection of 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.

### **3.3.5 Minimum Enrollment Requirements**

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 this Charter, the School shall, upon written request by the Sponsor, submit a revised budget within thirty (30) days taking into account the reduced enrollment. 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. In the event the school fails to achieve the minimum enrollment by the October FTE reporting period, the school shall submit a revised, balanced budget and a realistic and reasonable cash flow statement within fifteen (15) calendar days following 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 I).

### **3.3.6 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 1st 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*, except that the Sponsor shall modify the charter within 90 days to include the new enrollment maximum and may not make any other change. Failure to provide timely notice to

the Sponsor shall preclude the School from increasing enrollment or expanding grade levels for the upcoming academic year.

### **3.3.7 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.

### **3.3.8 Application and Enrollment Documentation**

The School must maintain appropriate enrollment and student application documentation.

## **3.4 Withdrawal Policies and Procedures**

### **3.4.1 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, except as authorized under 1002.33(10)(e)(5). The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor.

### **3.4.2 Voluntary Student Withdrawal**

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

## **3.5 Maintenance of 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, as applicable to the charter schools. The School shall maintain confidentiality of student records as required by Federal and State law.

### **3.5.1 Student Information System and Electronic Gradebook**

The School will use the Sponsor's electronic grade book system. The School shall use records and grade procedures that adequately provide the information required by law and the Sponsor. The School may use the Sponsor's electronic grade book system. If the School elects to use an alternative student information system and recording system, the system must comply with the State's reporting guidelines and be approved by the Sponsor. 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 (DSIS) for attendance and quarterly

data entry for academic, effort, and conduct grades for students. Schools that opt to use an alternative gradebook system will be required to provide some form of prior year electronic audit trail. ITS support will not be provided to schools that do not use the District's electronic gradebook system.

- (A) **Attendance.** The School must 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.
- (B) **Grades.** All quarterly, academic, effort, and conduct grades, shall be entered within fifteen (15) business days after the close of each grading period. For students who withdraw during the school year, academic, effort and conduct grades through the date of withdrawal at the time must be entered upon the student's withdrawal.
- (C) **Compliance with Reporting Requirements.** The school shall use records and grade procedures that comply with all applicable requirements and adequately provide the information reasonably required by the Sponsor.

### 3.5.2 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, subject to law. This report shall be transmitted each year prior to July 1st.

### 3.5.3 Transfer of Student Cumulative Records

- (A) **Students Transferring to a Public School within Miami-Dade County.** 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.
- (B) **Students Withdrawing to Non-Sponsor Schools.** 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 law and 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. Access to student records shall be provided to parents and/or eligible students in accordance with FERPA. The School may retain copies of the departing student's academic grades and attendance during the student's enrollment at the School.

### **3.6 Student Discipline and Conduct Policies**

#### **3.6.1 Code of Student Conduct**

The School will adopt and follow the Sponsor's Code of Student Conduct (COSC), attached as Appendix J. Any amendments to the Sponsor's COSC shall be reviewed by the School, within 60 days of notice to the School of the amendment, to determine if the School will adopt the amended COSC. If the School does not adopt the Sponsor's amended COSC, the School must disclose that the School no longer implements the Sponsor's COSC and will adopt its own COSC (Appendix K). The school's COSC must meet or exceed the minimum standards set forth in the Sponsor's COSC. Any provision of the COSC which is more stringent than the Sponsor's code of student conduct must align with the mission of the charter school and be acknowledged electronically or in writing by the parent. The Sponsor may review the code and offer recommendations. Any complaint or appeal related to the COSC must be resolved by the charter school's governing board using the board's established procedures and must be in compliance with applicable law and rules. During the period when a School's alternative COSC is awaiting governing board approval, the most current mutually agreed COSC shall apply.

#### **3.6.2 Disciplinary Policies and Compliance with Legal Requirements**

The School's policies for discipline, suspension, and recommendation for expulsion are described in the approved Application and in the School's Student/Parent Contract/Handbook (Appendixes L and M). The School must continue to follow all applicable Federal and State laws related to discipline of students with disabilities, including but not limited to Manifestation Determinations if required by the IDEA or Section 504.

#### **3.6.3 Incident Reporting**

If the School adopts the Sponsor's COSC, it will be required to timely and accurately submit documentation of all disciplinary actions into the District's Student Information System, using the Student Case Management procedures, as required by law. Additionally, the School will accurately report all SESIR incidents to the District within 3 business days of the occurrence.

### **3.6.4 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 students with disabilities.

### **3.6.5 Corporal Punishment**

The School shall not use corporal punishment.

### **3.6.6 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.

### **3.6.7 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.

## **3.7 Safety, Security and Mental Health**

### **3.7.1 School Safety Policies and Procedures**

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

- (i) Section 1006.12 F.S., relating to safe-school officers;
- (ii) Section 1006.07(2) F.S., relating to adopting all required components for a Code of Student Conduct;
- (iii) Section 1006.07(4)(a) F.S., relating to emergency drills;
- (iv) Sections 1006.07(4)(b), 1002.33(9)(r) and 1002.20(3)(1) F.S., relating to parental notification of threats, unlawful acts, and significant emergencies;
- (v) Section 1006.07(4)(c), and (f) F.S., relating to a mobile panic alert system;
- (vi) Section 1006.07(6) F.S., relating to safety and security best practices and adoption of an active assailant response plan;
- (vii) Section 1006.07(7) F.S., relating to threat management teams;
- (viii) Section 1006.07(8) F.S., relating to access to school campuses;
- (ix) Section 1006.07(9) F.S., relating to School Environmental Safety Incident Reporting;
- (x) Section 1006.07(10) F.S., relating to reporting of involuntary examinations;
- (xi) Sections 1002.33(9)(q) and 1002.20 F.S., relating to notification prior to removal of a student for an involuntary examination;
- (xii) Section 1008.386 F.S., relating to student identification cards;
- (xiii) Section 943.082(4)(b) F.S., relating to the mobile suspicious activity reporting tool;
- (xiv) Section 1011.62(13) F.S., relating to mental health assistance allocation;

- (xv) Section 1012.584 F.S., relating to youth mental health awareness, and assistance training; and,
- (xvi) Sections 1002.33(12), 1006.061, 1012.27, 1012.315, and 1012.797, F.S., relating to employees of charter schools.

### **3.7.2 Mental Health Assistance Allocation**

The School will not adopt and implement with fidelity the Sponsor’s mental health assistance allocation plan in effect for the current operational year. Annually, the School shall determine whether to adopt the Sponsor’s plan. If the School elects to develop its own plan, it must first secure approval from its Governing Board. After approval, the plan must be submitted to the Sponsor. If the School has elected to implement an alternate mental health assistance allocation plan, it is attached herein as Appendix (N). Failure to comply with this provision may result in withholding of Full-Time Equivalent (FTE) until compliance.

### **3.7.3 School Board Policy 8405, School Safety**

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. The parties acknowledge and agree that certain safety and security information is confidential and exempt from disclosure as a public record pursuant to Sections 119.071(3), 281.301, 1006.12(6), and 1006.1493(5), F.S., and the parties will maintain the confidentiality of these documents.

## **SECTION 4: FINANCIAL ACCOUNTABILITY**

### **4.1 State and Local Funding**

#### **4.1.1 Florida Education Finance Program**

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. 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.

#### **4.1.2 Recalculation of Funding and WFTE 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.

#### **4.1.3 Charter School Capital Outlay Funds**

The School shall follow the FDOE procedures for submitting requests for capital outlay funding.

### **4.2 Federal Funding**

#### **4.2.1 Title I of the Elementary and Secondary Education Act**

- (A) Title I Funding Allocation.** 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.
- (B) Capital Outlay Purchases with Title I Funds.** Any capital outlay item purchased with Title I funds 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.
- (C) Title I Funded Staff Qualifications.** Should the School receive Title I funds, it will employ teachers that are certified and teaching in-field; and highly qualified paraprofessional with two (2) years of college, an AA degree, or that have passed an equivalent exam.
- (D) Parent and Family Engagement Requirements for Title I Funds.** 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 annually develop and implement, the School Improvement Process/Plan (SIP) and Title I 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).

- (E) **District Support for Title I Implementation.** 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.
- (F) **Incorporation of Sponsor’s Title I Guidelines.** The Sponsor’s guidelines and requirements related to the implementation of Title I at eligible charter schools are hereby incorporated into this contractual agreement as Appendix O.

**4.2.2 Title II**

- (A) **Disbursement Options.** 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 Options 2 and 3.
  - (i) **Title II**
    - Option 1:** The School will receive Federal Title II funds through the provision of equitable services from the Sponsor.
    - Option 2:** The School will receive Federal Title II funds on a reimbursement basis.
  - (ii) **IDEA**
    - Option 3:** The School will receive IDEA funds through the provision of equitable services from the Sponsor.
    - Option 4:** The School will receive IDEA funds on a reimbursement basis.
- (B) **Requirements for the Election of Disbursement Option 2.** 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) **Sponsor Notification of the Availability of Other Funds.** The Sponsor shall provide to the School by July 15th 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) **Federal Funds Utilization Plan.** 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) **Monthly Submission of Reimbursement Invoices.** 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 them to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements. Insufficient invoices shall not be reimbursed.
- (C) **Changes to Federal Funding Option.** The School shall submit any changes to the option selected in writing to the Sponsor by March 1st through the Contract amendment process pursuant to School Board Policy 9800, *Charter Schools*.

#### 4.2.3 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 CSCS in writing of its intent to submit a grant application;
- (ii) CSCS will forward the written request, along with the

- grant application guidelines, to M-DCPS' 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 CSCS 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 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.

### **4.3 Other Funding Sources**

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

## **4.4 Student Enrollment Reporting**

### **4.4.1 Instructional Time Requirements**

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 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 ninety (90) days of their regular 180-day school year in Survey 2 and the second ninety (90) days of their regular 180-day school year in Survey 3, regardless of when the tracks are in session.

### **4.4.2 Reporting Requirements**

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. The District shall include the School's enrollment when recording and reporting cost data by program.

### **4.4.3 Training and Support for District Applications**

The Sponsor shall provide the School with access to its student information system and provide training at no cost to the School 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. A representative of the School shall attend such training offered by the Sponsor in the use of such systems and procedures at no cost to the School. 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.

### **4.4.4 Accountability for Data Accuracy and Audit Adjustments**

The School shall maintain auditable records of student attendance and grades. Reporting timelines shall be aligned with the Sponsor's timelines. Date Certain is always the Friday of the FTE Survey week. Corrections to data submitted for FTE

processing will only be accepted within the limits allowed by law. The School is responsible for correcting student schedule changes. Incomplete student or teacher course records shall result in a suspension of FTE funding until corrected as required by law. 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. 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, or agree on a payment plan, within a reasonable time after expiration or exhaustion of any appeals, the Sponsor shall deduct the amount owed from the School's FTE payments.

#### **4.5 Administrative Fee**

##### **4.5.1 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.

##### **4.5.2 Allowable Withholding from High-Performing Charter Schools**

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

##### **4.5.3 Allowable Withholding from ESE Centers**

The Sponsor shall withhold two percent (2%) for enrollment of up to and including 250 students in an ESE center that meets the requirements of the rules adopted by the State Board of Education pursuant to Section 1008.3415(3). If the School serves seventy-five percent (75%) or more exceptional education students as defined in Section 1003.01(3), the percentage shall be calculated based on the unweighted full-time equivalent students. ESE administrative services covered by the administrative fee, pursuant to Section 1002.33(20), F.S., include 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 this Charter.

##### **4.5.4 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.

- (A) **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.
- (B) **Provision of School Lunches.** The School shall provide food services to its students consistent with applicable law. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

#### **4.6 Distribution of Funds**

##### **4.6.1 Sponsor Payment Schedule**

The Sponsor shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 31st. Subsequent payments will be made monthly by the 15th of each month beginning with August 15th.

##### **4.6.2 Initial Year Payment Procedures for New Charter Schools**

For new charter school 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 seventy-five (75) percent of the projected enrollment is entered into DSIS 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 DSIS 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. Payments will be adjusted retroactively for prior period adjustments.

##### **4.6.3 Payment Calculations for Subsequent Charter Years**

For the following years of the charter, monthly payments will be calculated as follows:

- (i) 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 the prior year February FTE report.
- (ii) If enrollment at the end of the second week of student attendance fluctuates by twenty percent (20%) 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.

#### **4.6.4 Payment Adjustments for Sponsor Services and Penalties**

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 years, as well as for administrative oversight.

#### **4.6.5 Reimbursements**

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 an FDIC insured Active Qualified Public Depository account or a State-approved depository specified by the Governing Board.

#### **4.6.6 Enrollment Capacity and Facility Compliance for Payments**

Payment shall not be made for students in excess of the School's enrollment capacity, the School's valid facility capacity as determined by the School's Certificate of Occupancy, Certificate of Use, and/or 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 this Contract. 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.

#### **4.6.7 Charter School Capital Outlay Funds**

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.

#### **4.6.8 Adjustments Due to Holdbacks and Prorations**

In the event of a State holdback or a proration which changes District funding, the School's funding will be adjusted proportionately to the extent required by the law. 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 unless otherwise agreed or extended:

- (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 ten (10) days of receipt of the documents that resulted in the withholding of funds.

#### **4.7 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.

#### **4.8 Student Fees**

##### **4.8.1 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.

##### **4.8.2 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 1st 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-re-enrollment. 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.

**4.8.3 Student Fee Documentation**

The School shall maintain documentation supporting the collection of the Sponsor-approved fees and make them available for Sponsor review.

**4.8.4 Parent Donations**

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

**4.8.5 Restriction on Charging Tuition**

The School shall not charge tuition.

**4.9 Annual Budget**

**4.9.1 Governing Board Approval**

The School's Governing Board shall adopt and maintain an annual balanced budget.

**4.9.2 Adoption and Submission Requirements**

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 P) for review, and, for the initial year of operation, a budget based upon minimum enrollment (Appendix Q). 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.

**4.9.3 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.

**4.9.4 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.

**4.10 Financial Management of Schools**

**4.10.1 School's Fiscal Year**

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

**4.10.2 Governing Board Responsibilities**

The Governing Board shall be responsible for the operation and fiscal management of the School.

**4.10.3 School Responsibilities**

The School shall implement the financial management and oversight procedures, controls and methods as described in the approved Application. The School shall

develop and implement sufficient internal operating procedures, including but not limited to the financial controls and audit procedures described in the School's governing laws and rules, the provisions of this Contract, and as described in the approved Application, to ensure sound financial management. The School shall be responsible for reimbursement and/or recovery of any unauthorized or misappropriated funds.

#### **4.10.4 Sponsor Responsibilities**

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

#### **4.10.5 Taxes and Bonds**

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

#### **4.10.6 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 the Sponsor 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.

#### **4.10.7 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 1002.33(17)(b), 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, or (c) may be used for other charter schools operated by the not-for-profit entity which are located outside of the originating charter school's school district, but within the state, through an unforgivable loan that must be repaid within 5 years to the originating charter school by the receiving charter school. 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.

#### **4.10.8 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.

#### **4.10.9 Verification of Sufficient Operating Funds**

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 **costs**, etc.

### **4.11 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 Principles (GAAP) 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 R), and state law, as well as any subsequently issued directives by the State and other applicable governmental accounting standards.

### **4.12 Financial Reports**

#### **4.12.1 Monthly 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 make reasonable requests (in accordance with Section 1002.33 (5)), F.S., for documents on the School's financial operations beyond the monthly financial statement and the School shall provide same in a reasonable timeframe as determined by the Sponsor.

#### **4.12.2 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 no later than the last business day in July.

#### **4.12.3 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 the 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.

#### **4.12.4 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 (GAAS); government auditing standards issued by the Comptroller General of the United States; and Rules of the Auditor General, Chapter 10.850 as published by the Florida Auditor General (Appendix S). 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 (1) complete report. In addition, two (2) 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 30th 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.

#### **4.13 Timeline for Submitting Financial Reports and Notifications**

##### **4.13.1 Unaudited Statements**

Unaudited Statements are due no later than August 1st of each year.

##### **4.13.2 Audited Statements**

Audited Statements are due no later September 15th of each year.

##### **4.13.3 Notification of Auditor Engagement**

No later than May 1st 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.

##### **4.13.4 Submission of Audited Financial Statements Upon Closure**

If the School ceases operation, the final audited financial statements are due thirty (30) days after the date of closure.

##### **4.13.5 Annual Financial Audit**

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.

##### **4.13.6 Notification and Reporting of Deficit Financial Position**

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.

##### **4.13.7 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.

#### **4.13.8 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 fifteen (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.

#### **4.13.9 Failure to Submit Financial Statements**

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 Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued. Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting. 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.

In accordance with section 1002.33(5)(b)1.j., Florida Statutes, the parties agree that if the school has been identified as having a deteriorating financial condition or financial emergency pursuant to s. 1002.345, then the Sponsor may reasonably request, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

#### **4.14 Financial Recovery/Corrective Plan**

##### **4.14.1 Development and Implementation of Corrective Action Plan for Financial Emergencies**

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 thirty (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 and implement a good faith corrective action plan may 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.

##### **4.14.2 Failure to Correct Deficiencies**

Section 1002.345, F.S., does not affect a Sponsor's authority to terminate or not renew a Charter pursuant to section 1002.33(8), F.S, 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.

##### **4.14.3 Failure to Submit**

Failure to timely submit to the Sponsor a financial corrective action plan or financial recovery plan, along with supporting documents, following a notification from the Sponsor, Auditor General, FDOE, or the State Board of Education that such a plan is required, or failure to provide periodic progress reports and/or implement performance objectives specified in any required plan(s), if not timely cured after written notice from the Sponsor, may constitute cause for termination of this Charter.

### **SECTION 5: FACILITIES**

#### **5.1 Location**

##### **5.1.1 School's Street Address**

The School will be located at 7590 West 24<sup>th</sup> Avenue, Hialeah, Florida 33016 and 2590 W 76 Street, Hialeah, FL 33016; Folio No. 04-2027-001-0340.

##### **5.1.2 Temporary Facility (if applicable)**

To be determined and only if applicable.

## **5.2 Deadline to Secure a Facility**

The School shall provide the Sponsor with documentation regarding the owned or leased facility where the School will operate at least fifteen (15) calendar days prior to the initial opening day of classes. The School must provide a copy of the Certificate of Occupancy or temporary Certificate of Occupancy documenting compliance with all applicable codes for its facility(ies) no later than fifteen (15) calendar days prior to the School's first day of classes.

### **5.2.1 Owned Facility**

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.

### **5.2.2 Leased Facility**

If the School does not own the facility, the School shall provide the Sponsor with a fully executed lease and/or other legal documentation evidencing the legal right of the School to occupy and use the facility, 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. If the School will be operating under a sub-lease, the School must also submit documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required, which may include the Master Lease. In lieu of a Master Lease, verification documentation must include an estoppel certificate describing the current conditions of a lease agreement, as well as a counsel's opinion with supporting affidavit by the Governing Board Chair attesting under penalty of perjury that they have reviewed the relevant leases, and the sublease/facility is approved by the landlord for use as a charter school.

## **5.2 Additional Campuses or Facilities and Relocation**

### **5.2.1 Additional Campuses or Facilities:**

N/A

### **5.2.2 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 proposed change in location or an additional location must

be requested in writing to the Sponsor by March 1 of the preceding school year and done by agreement between the parties to amend this Contract. Any new location must meet the same standards contained herein and applicable law. Any other changes or additional facility or location must go through the Contract amendment process. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld.

#### **5.4 Non-Permanent and Shared Facilities**

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 and 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. 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.

#### **5.5 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 the School's first day of classes. Regarding new construction or any facility that requires Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) only the CO and TCO shall be required at least fifteen (15) calendar days prior to each opening day of classes. All other approvals required by the local government or any other governmental bodies having jurisdiction shall be required prior to the School's first day of classes.

#### **5.6 Compliance with Building and Zoning Requirements**

##### **5.6.1 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).

**5.6.2 Florida Fire Prevention Code**

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

**5.6.3 Failure to Comply**

The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

**5.7 Compliance with Legal and Regulatory Requirements for Facility Use**

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 upon written request.

**5.7.1 Local Government Approvals and Land Use**

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.

**5.7.2 Responsibility for Costs Associated with Local Compliance**

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.

**5.7.3 Display of Required Certificates and Permits**

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.

#### **5.7.4 Failure to Maintain Required Licenses and Approvals**

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.

### **5.8 Facility Inspections**

#### **5.8.1 Government Inspection of the Facility**

In the event the School receives a citation or notice of violation from a Federal, State, or local jurisdictional entity regarding an actual or imminent threat to the health, wellbeing, and safety of students, staff or visitors within the facility, which would prevent the normal operation of the school and instruction to students, the School shall inform the Sponsor as soon as practicable and provide copies of such notices and, when available, provide information regarding any planned steps to address or mitigate the identified issues. For all other instances where the School receives a citation or notice of violation, the School shall, within a reasonable timeframe, provide the Sponsor copies of these documents and any subsequent written verification from the jurisdictional entity confirming that identified violations have been resolved.

#### **5.8.2 Sponsor Inspection of Facility and Unforeseen Emergencies**

The Sponsor may inspect the School facility(ies) 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. Sponsor agrees to avoid or minimize interruption in instruction and student activities during any such inspection. 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 a temporary or alternate physical location to minimize interruption in instruction. The alternate 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 provide the number of instructional hours required by law.

## **5.9 Facility Capacity**

### **5.9.1 Enrollment Limits and Determination of Allowable Occupancy**

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.

### **5.9.2 Shared Facility Enrollment Limits**

At no time will the combined total enrollment of all the charters sharing any such facility exceed the CO and/or CU capacities of the facility. The School shares the facility with the following entity(ies): N/A

### **5.9.3 Notification of Changes to Facility Occupancy Limits**

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.

## **5.10 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**

### **6.1 Requirements and Communication**

The School shall provide transportation to the School's students consistent with the requirements of Subpart I.E., of Chapter 1006, F.S., Sections 1012.45 and 1002.33(20). If the School elects to provide transportation, 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 telecommunication information furnished/published by the School shall communicate whether the School will provide transportation for eligible students and the way it will be made available to the School's

students.

**6.2 Homeless and Students with Disabilities**

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.

**6.3 Reasonable Distance**

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

**6.4 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, required school bus safety inspections and insurance.

**6.5 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.

**6.6 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, if applicable.

**6.7 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.

## **SECTION 7: INSURANCE AND INDEMNIFICATION**

### **7.1 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 required 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. Failure to maintain minimum insurance coverage as required by this Contract if not timely cured after written notice may constitute good cause for termination.

### **7.2 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. For purpose of tort liability, the School's Governing Board and employees are subject to the limits of Section 768.28, F.S. 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 which is caused by or through the fault of School, and excluding any instance when the Sponsor supplied or required School to use that material, process, machine, or appliance. The School shall not indemnify the Sponsor for intentional or negligent conduct of Sponsor, or any other cause of action caused by or through the fault of the Sponsor.

#### **7.2.1 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.

#### **7.2.2 Notification of Third-Party Claim, Demand, or Other Action**

The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (“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 or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account 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.

#### **7.2.3 Indemnity Obligations**

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

### **7.3 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 Federal or State statutes or regulations including those referenced in this Charter. Notwithstanding any of the foregoing, the Sponsor and the School do 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.

### **7.4 Insurance Providers**

#### **7.4.1 Acceptable Insurance Providers**

Insurance providers must be authorized by valid certificates of authority by the Department of Financial Services of the State of Florida, or 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 Section 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.

#### **7.4.2 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.

### **7.5 Commercial and General Liability Insurance**

#### **7.5.1 Liabilities Required**

The 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.

#### **7.5.2 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.

#### **7.5.3 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.

#### **7.5.4 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.

#### **7.5.5 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.”

## **7.6 Automobile Liability Insurance**

### **7.6.1 Coverage Requirements**

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 automobiles used in connection with this Contract.

### **7.6.2 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 and, if subject to an annual aggregate, \$3 million annual aggregate.

## **7.7 Workers’ Compensation/Employers’ Liability Insurance**

### **7.7.1 Coverage Requirements**

The School’s insurance shall cover the School, and the School shall require to the extent its subcontractors and its sub-subcontractors who are not otherwise insured to have such insurance, 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.

### **7.7.2 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.

## **7.8 School Leader’s Errors and Omissions Liability Insurance**

### **7.8.1 Coverage Requirements**

The School shall provide School Leader’s Errors and Omissions Liability Insurance and it shall be on a form acceptable to the Sponsor and in substantially the same form as those currently in use by the School, 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.

**7.8.2 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 claim/annual aggregate.

**7.8.3 Maximum Deductible and Insurance Requirements**

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.

**7.9 Property Insurance Requirements**

**7.9.1 Schools with Property Ownership or Mortgage Obligations**

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, and in substantially the same form as those currently in use by the School, 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. In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.

**7.9.2 Schools with Lease Agreements**

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor, and in substantially the same form as those currently in use by the School, 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.

**7.10 Cyber Liability and Data Storage**

**7.10.1 Coverage Requirements**

The School shall provide Cyber Liability and Data Storage Insurance on a form reasonably acceptable to the Sponsor and shall cover the School, at a minimum, for the following: (a) Data Loss and System Damage Liability (when applicable), (b) Security Liability, including loss or unauthorized access to the Board’s data, (c)

Privacy Liability, and (d) Privacy/Security Breach Response Coverage, including Notification Expenses The coverage for Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The coverage shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, this insurance.

#### **7.10.2 Minimum Limits**

The minimum limits to be maintained by the School shall be \$1 million per Claim and Aggregate except that from the effective date through June 30, 2026, the limit for Privacy/Security Breach Response coverage may be \$250,000. Effective July 1, 2026 and thereafter, the limit for Privacy/Security Breach Response coverage shall be \$500,000.

### **7.11 Applicable to All Coverage**

#### **7.11.1 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.

#### **7.11.2 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.

#### **7.11.3 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.

#### **7.11.4 Subcontractors**

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

#### **7.11.5 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 may constitute good cause for termination.

## **7.12 Notice of Insurance Compliance**

### **7.12.1 Submission Timeline**

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.

### **7.12.2 Notification of Cancellation**

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

### **7.12.3 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.

## **SECTION 8: GOVERNANCE**

### **8.1 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. Failure to make contributions to the Florida Retirement System (FRS) if the School has elected to be part of the FRS may constitute cause for termination of this Charter.

### **8.2 Governance Structure**

#### **8.2.1 Non-Profit Status**

The School shall be organized as or be operated by a Florida 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. 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.

#### **8.2.2 Organizational Plan and 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. The Governing Board shall exercise continuing oversight over the School's

operations and will be held accountable to its stakeholders (students, parents or guardians, employees) 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.

### **8.2.3 Organizational Composition**

As stated in the bylaws and the Articles of Incorporation (Appendices U and V, respectively), the Corporation is a non-membership organization, and a board of directors shall manage its activities and affairs. Voting shall control the Corporation, and only members of the board of 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 bylaws, initially select the governing board of the School. Members of the board of directors may serve on the governing board.

### **8.2.4 Eligible Members of the Governing Body**

No employee of the School may be a member of the Governing Body.

### **8.2.5 Governing Board Member Eligibility and Clearance**

Upon nomination and prior to the appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the Board. 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 five (5) 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 (3) years. Violation of Florida Statute 112 Part III, Code of Ethics for Public Officers and Employees as applicable to charter school governing board members may constitute good cause for termination of this Charter.

### **8.2.6 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 County Public 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.

#### **8.2.7 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.

#### **8.2.8 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.

#### **8.2.9 Continuity of School Governance**

Organizing group members may serve as board members for terms as described in the bylaws to maintain continuity between the organizing group and the Governing Board.

#### **8.2.10 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(4), Florida Statutes, by a member of the Governing Board, may constitute a material breach of this Charter.

### **8.3 Governing Board Responsibilities**

#### **8.3.1 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.

#### **8.3.2 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 ultimately responsible for the operation of the School and for exercising 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.

### **8.3.3 Accountability**

The School's Governing Board shall be accountable to its stakeholders (students, parents/guardians, employees) and the community at large, through a continuous cycle of planning, evaluation, and reporting as required by law. are met or exceeded.

### **8.3.4 Governing Board Reporting**

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

### **8.3.5 School Employee Supervision**

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

### **8.3.6 School Advisory Council**

The School shall establish a School Advisory Council (SAC) pursuant to State law. The School shall establish SAC bylaws; define the membership; develop election procedures; and post all meeting agendas and minutes as required by 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.

## **8.4 Financial Oversight**

### **8.4.1 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)(a), 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.

## **8.5 Governing Board Meetings and Transparency**

### **8.5.1 Governing Board Meeting Requirements**

For those schools who have been declared to be in a state of financial emergency, and/or who have earned a school grade of D or F in any two (2) consecutive or two (2) of any three (3) 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 (4) times per year. The School's Governing Board must hold at least two (2) public meetings per school year in the school district where the School is located. 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.

### **8.5.2 Notice of Governing Board Meetings**

A schedule of all Governing Board meetings for the school year including the date, time and location of meetings shall be published on the School's website. By July 15th 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.

### **8.5.3 Sunshine Law Compliance**

The School's Governing Board meetings shall take place locally and in accordance with law, in a manner 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.

### **8.5.4 Public Records Compliance**

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

### **8.5.5 Access to Records by Sponsor**

The School shall provide the Sponsor access to public records, at no cost, related to the Governing Board.

## **8.6 Compliance with State and Federal Regulations**

### **8.6.1 Employment of Relatives**

Charter school personnel may not appoint, employ, promote, or advance, or advocate 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 any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

### **8.6.2 Student/Parent Contract/Handbook**

The School agrees to annually submit any proposed Student/Parent Contract/Handbook (Appendixes L and M), including amendments, to the Sponsor for review. The Sponsor shall approve or reject the proposed parent contract within thirty (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. At a minimum, all communication to parents, including Parent Contracts, shall be provided in English, Spanish and Haitian-Creole, as appropriate.

### **8.6.3 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.

### **8.6.4 Website Requirement**

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**

### **9.1 Management Organization (Education Service Provider) Agreement**

#### **9.1.1 Contract Requirements**

If a management organization (organization), including but not limited to: 1) a management company, 2) an educational service provider, (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 Appendix T. 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.

#### **9.1.2 Restrictions on ESP Employees and Governing Board**

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.

#### **9.1.3 School Leader Employment and Conflict of Interest Restrictions**

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.

#### **9.1.4 Relationship Between Governing Board and ESP**

The contract between the ESP and the School’s Governing Board shall be an “arms-length,” performance-based contract between the School 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 will specify reasonable and feasible terms under which either party may terminate the contract. The School retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the School and the ESP may contract for such services as determined by the management agreement and as otherwise allowed by law.

#### **9.1.5 ESP Disclosure of Affiliations**

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.

#### **9.1.6 Ownership of Assets and Financial Obligations**

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.

**9.1.7 ESP Service Fee Requirements**

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.

**9.1.8 ESP Compliance and Accountability**

The School shall require the ESP to 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.

**9.2 Submission of an 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.

**9.3 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 may require modification through the contract amendment process, upon agreement by the Sponsor. A copy of any material changes to the contract between the ESP and the Governing Board shall be submitted to the District within five (5) days of execution.

**9.4 Change of ESP**

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

**SECTION 10: HUMAN RESOURCES**

**10.1 Hiring Practices**

**10.1.1 Personnel Policies**

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.

**10.1.2 Non-Discriminatory Employment Practices**

The Governing Board shall provide equal opportunity in employment, in accordance with Title VII and the Sponsor’s anti-discrimination rules and policies.

**10.1.3 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 shall be available to parents/guardians and community members upon request. The School shall provide continuing professional development programs for its teachers.

- (A) **Teacher Certification and Employment Requirements.** 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) **Certification Requirements for Blended-Learning Instructional Personnel.** 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 District adjunct certification under Section 1012.57, F.S., for the subject area of the blended-learning course.
- (C) **Employment Contracts.** 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.

#### **10.1.4 Drug-Free Workplace**

- (A) The School shall be a drug-free workplace, as provided by State and Federal law. The charter school governing board agrees to adopt a Drug-Free Workplace policy and conduct general drug screening on all applicants for instructional and non-instructional positions with the school, including contracted personnel, in accordance with that policy. The school's Drug-Free Workplace policy must be made available to the Sponsor upon request. The school shall not hire applicants who have received a positive drug screening result, except as provided in the school's Drug-Free Workplace policy.
- (B) **Cost Responsibility.** The cost of drug screening shall be borne by the School

or the applicant.

### **10.1.5 Fingerprinting and Background Screening**

- (A) **Pre-Employment Background Screening and Hiring Restrictions.** Pursuant to state law, instructional and non-instructional personnel who are hired or contracted to fill positions in the School shall undergo background screening as required under F.S. 1012.465 or 1012.56, whichever is applicable. Charter school applicants shall not be employed until their fingerprints have been submitted to the Florida Department of Law Enforcement (FDLE) and the Agency for Health Care Administration (AHCA) for a determination of employment eligibility through the Care Provider Background Screening Clearinghouse (“Clearinghouse”).
- (B) **Employment Eligibility Documentation.** Confirmation of employment eligibility must be kept on file at the charter school site for audit purposes and made available to the Sponsor upon request.
- (C) **Cost Responsibility.** The School or the applicant shall bear any, and all costs associated with the required fingerprinting and Level 2 background screening.
- (D) **Rescreening Requirements.** The School must comply with all rescreening requirements set forth in law. Instructional and non-instructional personnel who are hired or contracted to fill positions in a charter school and members of the governing board of such charter school in compliance with F.S. 1002.33(12)(g), upon employment, engagement of services, or appointment, shall undergo background screening as required under F.S. 1012.465 or 1012.56, whichever is applicable.
- (E) **Screening of Volunteers.** The School shall implement policies and procedures for background screening of all prospective school volunteers and mentors prior to their participation in any volunteer activities. All volunteers must be screened and cleared prior to participating in any activities. Any and all visitors or guests to the School while students are on campus must be screened and/or escorted by a staff member who is Level 2 screened.
- (F) **Noncompliance.** Non-compliance may result in withholding of FTE payments, without interest and may constitute good cause to terminate this Contract.

### **10.1.6 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 or contract with 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 FDOE.

## **10.2 Employment Practices**

### **10.2.1 Prohibition and Disclosure of Employment of Relatives**

The School and its employees shall comply with Section 1002.33(24), F.S. The School shall make 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 Section 1002.33(7)(a)18.

### **10.2.2 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.

### **10.2.3 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.

### **10.2.4 Code of Ethics**

The School shall require that its employees abide by the Principles of Professional Conduct for the Education Profession in Florida (Appendix X). 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 Section 1002.795, F.S.

### **10.2.5 Personnel Policy**

The School shall comply with its Governing Board's Personnel Policy (Appendix Y) for selecting and employing personnel.

### **10.2.6 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.

### **10.2.7 Immigration Status**

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

### **10.2.8 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.

### **10.2.9 Employee Evaluation**

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

### **10.2.10 Anti-Discrimination**

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

## **10.3 Reporting Staffing Information**

- (i) The School shall provide the Sponsor with the names and social security numbers of all employees of the School prior to state reporting deadlines. The Sponsor shall comply with all public record law exemptions including the release of social security numbers. The School shall disclose to the parents the qualifications of its teachers in the manner required by law.
- (ii) The School shall provide the Sponsor with the name and employee number of any employee receiving a position change and/or job title.
- (iii) Upon written request, the School shall provide the Sponsor copies of monthly payroll rosters. 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.
- (iv) 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.
- (v) Within three (3) business days from the staff member's separation, the School shall update the designated charter school employee management system to indicate a staff member is no longer employed at the School.
- (vi) The school shall 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 under ESSA.

## **10.4 Sponsor Training of School's Employees**

### **10.4.1 Federally Funded Training**

The Sponsor shall provide federally funded professional development activities to the School's employees at no cost to the School.

#### **10.4.2 Non-Federally Funded Training**

The Sponsor shall provide professional development activities to the School's 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 AND DOCUMENTS**

The School shall submit all reports and documents either required by this Contract or upon written request by the Sponsor, including those outlined in this section as necessary and consistent with applicable law.

#### **11.1 Finance-related Submissions**

- (i) Annual School Budget
- (ii) Annual Unaudited and Audited Financial Statement
- (iii) Audited Financial Letter
- (iv) Charter Electronic Fund Transfer Authorization
- (v) Charter Schools Program Cost Report
- (vi) Designation of Certified Public Accountant (CPA)
- (vii) Final Expenditure Report for Salary Increase Allocation
- (viii) Financial Reports, per State Board of Education Rule *(monthly, or quarterly if the school is designated High-Performing pursuant to Section 1002.331, F.S.)*
- (ix) Florida Disaster Relief Payment – Attestation
- (x) FTE Student Membership Reporting
- (xi) List of School Grants and Evidence of Participation in Grants Management Training
- (xii) Mental Health Assistance Allocation Expenditures Report
- (xiii) Preliminary Detailed Teacher Salary Increase Allocation Expenditure Report
- (xiv) Referendum Funds Expenditure Reports
- (xv) Revised Referendum Expenditure Report
- (xvi) SAFE Schools and Additional School Resource Officer Funds Programs Expenditures
- (xvii) Teacher Salary Increase Allocation Plan

#### **11.2 Facility-related Submissions:**

- (i) Asbestos Hazard Emergency Response Act
- (ii) Certificates of Insurance
- (iii) Certificate of Occupancy
- (iv) Certificate of Use
- (v) Fire Safety Permit
- (vi) Health Permit
- (vii) Occupational License

- (viii) Property Lease/Deed/Space Usage Agreement and Evidence of Student Facility Capacity
- (ix) School Hardening Needs Request

**11.3 Academic-related Submissions:**

- (i) Annual Academic Goals
- (ii) Comprehensive Evidence-based Reading Plan (CERP) *(if different from the District)*
- (iii) Out of Field Assignments – All Subject Areas
- (iv) Parent/Student Handbook and Parent Contract
- (v) School Improvement Plan *(if required)*
- (vi) Student Progression Plan *(if different from the District's)*

**11.4 Safety-related Submissions:**

- (i) Active Assailant Response Plan
- (ii) Alyssa's Alert Contractor Selection Form
- (iii) Annual Emergency Drill Calendar
- (iv) Annual Safe School Officer Attestation
- (v) Charter School Reunification Attestation
- (vi) Charter School Safety and Security Requirement: Assurances
- (vii) Charter School Safety Plan and Policies
- (viii) Charter School Threat Management Team
- (ix) Dismissal Policies and Procedures per Section 1002.33(7)(a)7., F.S. *(if applicable)*
- (x) Mandatory Staff Training on Emergency Procedures
- (xi) Evidence of School Safety Training
- (xii) Evidence of SESIR Training
- (xiii) Evidence of Youth Mental Health Awareness Training
- (xiv) Florida Harm Prevention & Threat Management Mandatory Model Process
- (xv) Mental Health Plan
- (xvi) Monthly Emergency Drills

**11.5 Governance-related Submissions:**

- (i) Certificates of Approved Governing Board Training
- (ii) Charter School By-Laws
- (iii) Charter School Policies and Procedures Attestation
- (iv) Employee Handbook
- (v) Fictitious Name Registration
- (vi) Governing Board Meeting Agenda and Minutes
- (vii) List of Official Governing Board Members
- (viii) Management Company/Educational Service Provider (ESP)
- (ix) Policies and Procedures of the School *(when requested)*

## **11.6 Administrative-related Submissions:**

- (i) Annual Charter School Accountability Report
- (ii) Articulation Agreements
- (iii) Bell Schedule
- (iv) Charter School Renewal Packet (*renewing schools*)
- (v) Code of Student Conduct (*if different from the District*)
- (vi) Controlled Open Enrollment Policy
- (vii) Food Service Provider Form
- (viii) Property Inventory Report (*capital purchases with public funds*)
- (ix) School Calendar (*if different from the District*)
- (x) School Fee Schedule
- (xi) Student Admissions Application
- (xii) Student/Parent Contract (*if applicable*)
- (xiii) Student/Parent Handbook
- (xiv) Transportation Provider and Routes

## **SECTION 12: MISCELLANEOUS PROVISIONS**

### **12.1 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.

### **12.2 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.

### **12.3 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.

### **12.4 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 it is signed by both parties. No waiver or relinquishment of any right or privilege applicable under law shall be deemed to have been made unless the right or privilege is expressly described in a writing and signed by the party waiving or relinquishing the right or privilege.

**12.5 Default Including Opportunity to Cure**

After written notice of default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have an opportunity to cure.

**12.6 Survival Including Post-Termination**

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

**12.7 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.

**12.8 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 at the School.

**12.9 Choice of Law, Venue, and Jury Waiver**

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. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury, unless otherwise provided by law.

**12.10 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.

## **12.11 Conflict/Dispute Resolution**

### **12.11.1 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 Z), or the procedure in Section 1002.33(7)(b) F.S., as applicable. This provision does not apply to non-renewals or terminations.

### **12.11.2 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.

The school shall have in place procedures that comport with 6A-6.0791, Special Magistrate for Unresolved Student Welfare Complaints at Charter Schools.

### **12.11.3 Contractual Priority**

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

## **12.12 Conflict Between Charter and Florida Law**

In any case where this Charter conflicts with Florida law, the terms of the applicable statute or rule will control over the charter.

## **12.13 Citations**

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time. The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing. If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

## **12.14 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.

## **12.15 M-DCPS Police**

M-DCPS School Police may accompany District officials in executing the Sponsor's official business.

### **12.16 Interpretation**

This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

### **12.17 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, read receipt, and/or 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:

The City of Hialeah Education Academy, Inc.

Att: Governing Board Chairperson  
2590 W 76 Street,  
Hialeah, Florida 33016

The City of Hialeah Educational Academy

Att: Principal  
2590 W 76 Street,  
Hialeah, Florida 33016

The School Board of Miami-Dade County, Florida

Attn: Superintendent  
1450 NE 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 NE 2nd Avenue, Suite 802  
Miami, FL 33132-1308  
For all email communications: [dmgonzalez@dadeschools.net](mailto:dmgonzalez@dadeschools.net)

Clerk of the School Board

1450 NE 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.

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

CITY OF HIALEAH EDUCATIONAL ACADEMY, INC. d/b/a  
CITY OF HIALEAH EDUCATIONAL ACADEMY (MSID 7262)

_____	_____	_____
Board Chair	Signature of Board Chair	Date

ATTESTED:

_____	_____	_____
Board Secretary	Signature of Board Secretary	Date

THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

_____	_____	_____
Maria Teresa Rojas School Board Chair	Signature of School Board Chair	Date

ATTESTED:

_____	_____	_____
Superintendent or Designee	Signature of Superintendent or Designee	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____	_____	_____
Walter J. Harvey General Counsel	Signature of General Counsel	Date

**CHARTER SCHOOL CONTRACT**  
**BETWEEN**  
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**MATER ACADEMY, INC.**  
**d/b/a**  
**MATER LAKES ACADEMY HIGH SCHOOL (MSID 7018)**  
**f.k.a Mater Academy Lakes High School**

**Third Amendment of the First Renewal Charter Contract**

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**History:**

Application: August 14, 2006  
Contract: June 14, 2006  
1<sup>st</sup> Amendment: August 1, 2007 *[To add a campus located at 10505 N.W. 80<sup>th</sup> Avenue, Hialeah Gardens, Florida 33016.]*  
CRC: May 22, 2008  
2<sup>nd</sup> Amendment: June 19, 2008 *[To (i.) add a permanent facility located at 17300 N.W. 87<sup>th</sup> Avenue, Hialeah, Florida 33015; and (ii.) delete a facility located at 5875 N.W. 163<sup>rd</sup> Street, Miami Lakes, Florida 33014].*  
CRC: No CRC required, pursuant to School Board Policy 9800, *Charter Schools*.  
3<sup>rd</sup> Amendment: June 23, 2016 *[To extend the original contract ending on June 30, 2016, for two (2) additional months until such time that the program review for Renewal is complete.]*  
CRC: June 24, 2016  
First Renewal: July 14, 2016 *[To negotiate, under Section 1002.331(3), F.S., **High-Performing Charter Schools**, a 15-year term renewal, commencing with the 2016-2017 school year and ending on June 30, 2031.]*  
CRC: June 16, 2017  
1<sup>st</sup> Amend. to 1<sup>st</sup> Ren.: July 12, 2017 *[To add an additional land parcel located at 17200 NW 87th Avenue, Miami, Florida 33015 (Partial use of Folio No.: 30-2009-001-0540) to be used as a 50-foot pedestrian walkway to connect the two existing addresses in the current charter contract, commencing the 2017-2018 school year.]*  
CRC: No CRC required. Authorized by the School Board at the May 19, 2021, School Board Meeting (Agenda# 066).  
2<sup>nd</sup> Amend. to Ren: May 19, 2021 *[To allow the school to receive their Title I funds, on a reimbursement basis, in lieu of services provided by the District; pursuant to s.1002.33 (17)(c) FS.]*  
CRC: March 17, 2026  
3<sup>rd</sup> Amend. to Ren.: April 22, 2026 *[To change the school's name from Mater Academy Lakes High School to Mater Lakes Academy High School effective July 1, 2026, and expiring on June 30, 2031.]*

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**MATER LAKES ACADEMY HIGH SCHOOL (MSID 7018)**  
**f.k.a Mater Academy Lakes High School**  
**Third Amendment to the Renewal Charter School Contract**

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## APPENDICES

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<b>Appendix B</b>	School Board Policy 9800 - <i>Charter School</i> <a href="https://go.boarddocs.com/fl/sbmd/Board.nsf/Public?open&amp;id=policies#">https://go.boarddocs.com/fl/sbmd/Board.nsf/Public?open&amp;id=policies#</a>
<b>Appendix C*</b>	School's Alternative Comprehensive Evidence-Based Reading Plan ( <i>if applicable</i> )
<b>Appendix D</b>	2024-2025 Student Progression Plan (SPP) <a href="https://api.dadeschools.net/WMSFiles/10/links/2024-2025_SPP%20Published%20Document.pdf">https://api.dadeschools.net/WMSFiles/10/links/2024-2025_SPP%20Published%20Document.pdf</a>
<b>Appendix E*</b>	School's Alternative Student Progression Plan ( <i>if applicable</i> )
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<b>Appendix H</b>	Exceptional Student Education Policies and Procedures (SP&P) <a href="http://ehandbooks.dadeschools.net/policies/149.pdf">http://ehandbooks.dadeschools.net/policies/149.pdf</a>
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<b>Appendix J</b>	Student Code of Conduct <a href="http://ehandbooks.dadeschools.net/policies/90/">http://ehandbooks.dadeschools.net/policies/90/</a>
<b>Appendix K*</b>	School's Alternative Student Code of Conduct ( <i>if applicable</i> )
<b>Appendix L*</b>	School's Student/Parent Contract ( <i>if applicable</i> )
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<b>Appendix N*</b>	School's Alternative Mental Health Assistance Allocation Plan ( <i>if applicable</i> )
<b>Appendix O</b>	Miami-Dade County Public Schools Division of Student and Family Support Programs/Title I Administration Procedures Manual 2024-2025 <a href="https://ehandbooks.dadeschools.net/policies/135.pdf">https://ehandbooks.dadeschools.net/policies/135.pdf</a>
<b>Appendix P*</b>	Annual Budget Based on Enrollment Projections
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<b>Appendix R</b>	Florida Department of Education (FDOE) Technical Assistance Paper No. 2009-03, Auditor Selection Process <a href="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</a>
<b>Appendix S</b>	Rules of the Auditor General, Chapter 10.850 <a href="https://flauditor.gov/pages/pdf_files/10_850.pdf">https://flauditor.gov/pages/pdf_files/10_850.pdf</a>

- Appendix T\*** Contract for Services between the ESP and the Governing Board
- Appendix U\*** Bylaws of the Governing Board
- Appendix V\*** Articles of Incorporation
- Appendix W** School Board Policy 1124 - *Drug-Free Workplace*  
<https://go.boarddocs.com/fl/sbmd/Board.nsf/Public?open&id=policies#>
- Appendix X** Principles of Professional Conduct for the Education Profession in Florida  
<https://www.fldoe.org/teaching/professional-practices/code-of-ethics-principles-of-professio.stml>
- Appendix Y\*** School's Personnel Policy
- Appendix Z** Dispute Resolution Procedures
- Appendix AA** District's Pre-Opening Checklist
- \*Indicates appendices provided by the School.*

## **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.

**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 (M-DCPS), the school district for Miami-Dade County as referenced in Art. IX, Section 4, Florida Constitution.

**DSIS** shall mean the District's student information system.

**FDOE** shall mean the Florida Department of Education.

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

**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** shall mean the student has completed the School's registration/enrollment procedures.

**School** shall mean the contracting party or legal entity d/b/a.

**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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**Mater Lakes Academy High School (MSID 7018)**  
**f.k.a Mater Academy Lakes High School**  
**Third Amendment of the Renewal Charter School Contract**

**SECTION 1: GENERAL PROVISIONS**

This Third Amendment to the Renewal Charter School Contract (Contract or Charter) entered into as of the 22<sup>nd</sup> day of April 2026, between The School Board of Miami-Dade County, Florida, (Sponsor or School Board), and Mater Academy, Inc., a non-profit corporation organized under Chapter 617, F.S., d.b.a., Mater Lakes Academy High School (School). This Contract is limited to the Corporation's Mater Lakes Academy High School (MSID 7018). This Contract shall become effective on the date it is approved by both parties.

**1.1 Approved Application**

The official Charter School Application/Renewal Packet was approved by the School Board on August 14, 2006, and is attached hereto as Appendix A. All attached appendices are incorporated by reference and constitute part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

**1.2 Term of Charter**

The term of the current Charter Contract is fifteen (15) years, it commenced on July 1, 2016, and will expire on June 30, 2031. The initial contract was approved on June 14, 2006, and amended on August 1, 2007, June 19, 2008, and June 23, 2016. The contract was first renewed on June 14, 2016, and the renewal contract was amended on July 12, 2017, and on May 19, 2021. 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 Florida Department of Education (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 all in accordance with Section 1002.33(7)(b), F.S. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

**1.2.1 Start-Up Date and School Calendar**

(A) **School Opening Date.** For the first year of operating under this Charter, the School shall begin classes on the same day as the Sponsor or at such other time as otherwise determined by the Governing Board. The School cannot open absent submission of all required documents listed in the District's Pre-Opening Checklist (Appendix AA). Pursuant to law, the School may

defer the opening of its operations for up to three (3) years to provide time for adequate facility planning. A charter school that elects to defer opening must provide written notice of such intent to the Sponsor and the parents of enrolled students at least thirty (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 school. The first two (2) planning years will extend the term of this Contract. By March 1st of the year they were approved to open, a charter school that indicates they will defer opening must provide the District with a proposed opening date and a status report to include a timeline of all key operational items and milestones. The charter school shall continue to provide periodic status reports and make allowances for site visits. Failure to open the School after all available deferral years will result in automatic rescission of the contract with notice to the School but with no further action required of the Sponsor.

- (B) **Academic Calendar.** 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 differs from the Sponsor's public-school calendar, including the instructional days, the School shall provide reasonable notice and submit the proposed calendar to the Sponsor and parents of enrolled students prior to the start of the school year. Any calendar changes that differ from the Sponsor's calendar, must be provided upon request to the Sponsor prior to implementation. Calendar modifications may incur a processing fee at a rate no greater than the Sponsor's actual cost.
- (C) **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 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 ninety (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.

### 1.2.2 Charter Modification

This Contract may not be modified unless approved by both parties in writing pursuant to School Board Policy 9800, *Charter Schools* (Appendix B). No contract modification shall be enforceable unless it is in writing and approved by both the

Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to 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*, to the extent School Board Policy does not limit or conflict with the statutory provisions of F.S. 1002.33 and/or 1002.331. In the event of a conflict between School Board Policy and the statute, the statute will prevail. The Sponsor may not require the School to waive the provisions of s. 1002.331, F.S., or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), F.S., as a condition of approval or renewal of the Charter.

### 1.2.3 Charter Renewal

- (A) **Renewal Notice.** This Charter may be renewed as provided for in Section 1002.33, or 1002.331, F.S. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes.
- (B) **Renewal Review and Evaluation.** Prior to renewal of this Charter, the Sponsor shall perform a review to determine the level of success of the School's educational program, organizational performance, financial performance and achievement of the goals and objectives required by State accountability standards and successful accomplishment of the criteria under Sections 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 ninety (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.
- (C) **Renewal Packet Submission.** Any charter school seeking renewal shall complete a Charter Renewal Packet as provided by the Sponsor's renewal process in Policy 9800 in effect as the date of this charter. In the event of any revision to policy 9800, the policy in effect at the time the charter was executed shall remain in effect until the revisions to the policy are mutually agreed upon in writing.

- (D) **Renewal Term and Approval.** 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.
- (E) **Periodic Review and Evaluation:** The Sponsor may annually evaluate the School on its performance and progress meeting the standards and targets included in this charter, including academic achievement goals established by the school pursuant to this charter. If the term of this Charter exceeds five years, the Sponsor may conduct a High-Stakes Review not more often than once every five years or upon renewal and shall transmit the findings of the review to the Governing Board of the School.

### 1.3 Termination or Non-Renewal

This Contract may be terminated or non-renewed during its term for any cause of termination or non-renewal identified in section 1002.33 which is not cured within thirty (30) days after notice and reasonable opportunity to cure, except for deficiencies regarding immediate threats to student and staff health, safety and welfare which must be cured immediately, and where it is not possible to cure within the time required herein, the School will present to the Sponsor and diligently follow a plan and schedule in which to cure any deficiency as soon as reasonably possible. Notices of non-compliance, non-renewal, or termination, cancellation and default must comply with the requirements set forth in section 1002.33 and as otherwise required by law.

#### 1.3.1 Causes for Termination or Non-Renewal.

The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in Section 1002.33, F.S.

- (i) 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 established by the school pursuant to this Charter;
- (ii) failure to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to s. 1002.345, F.S.;
- (iii) material violation of law;

- (iv) if insufficient progress has been made in attaining the student achievement objectives of the charter and if it is not likely that such objectives can be achieved before expiration of the charter;
- (v) if the School earns two consecutive grades of “F” after all school grade appeals are final except as otherwise provided in Section 1002.33(9)n3, F.S.
- (vi) failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance.

### **1.3.2 Causes for Immediate Termination**

Pursuant to Section 1002.33(8)(c), this Charter may 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 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.

### **1.3.3 Procedures for Termination or Non-Renewal**

- (A) **Sponsor Notification Responsibilities.** The Sponsor shall notify the School’s Governing Board and principal in writing at least ninety (90) days prior to non-renewing or terminating the Contract. The notice shall comply with the requirements of Section 1002.33(8), F.S., state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may request a hearing within fourteen (14) calendar days of receiving the notice.
- (B) **Hearing Request.** The School’s Governing Board may request an administrative hearing before the Florida Division of Administrative Hearings (DOAH). This request must be authorized by a vote of the Governing Board and be submitted pursuant to the notice provisions of this charter. Minutes or an adopted resolution documenting the action must be submitted with the request. The School shall file the request with the School Board Clerk pursuant to School Board Policies 0133, *Quasi-Judicial*, 9800, *Charter Schools*, 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. For purpose of notice, the Charter School’s Governing Board is the last roster submitted by the School to the Sponsor.

- (C) **Continued Operations During Proceedings.** 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.
- (D) **Expenditures.** Upon notification of non-renewal 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.

#### 1.3.4 Procedures for Immediate Termination

- (A) **Sponsor Notification Responsibilities.** The Sponsor’s determination is subject to the procedures set forth in section 1002.33(8)(b), F.S. Upon immediate termination, the Sponsor shall notify the School’s Governing Board chair, principal, and the FDOE in writing, clearly identifying the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable, and detailing the specific facts and circumstances demonstrating the existence of such danger, explaining why the danger is likely to continue, and stating why immediate termination of the Charter is necessary to protect the health, safety, or welfare of the students, pursuant to Section 1002.33(8)(c), F.S.
- (B) **Hearing Request.** The Sponsor’s determination is subject to the 90-day termination procedures in section 1002.33(8)(b), F.S. Upon receiving written notice from the Sponsor, the Charter School’s Governing Board has ten (10) calendar days to request a DOAH hearing. The hearing may take place after the charter has been terminated.
- (C) **Operation of the School.** The School shall continue to operate the school throughout the pendency of the hearing (including any related appeals) as provided for in s. 1002.33(8)(d), F.S., unless the continued operation of the School would materially threaten the health, safety of welfare of the students. Pursuant to s. 1002.33(8)(c), F.S., 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. If the School has no facility at the time of termination, the Sponsor is not obligated to operate the School.

- (a) **Access to Records and Facilities.** Upon immediate termination, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School-owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall make accessible to the Sponsor all student, educational, operational, and administrative records of the School including those held by third parties. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records, information, receipts and documentation for all expenditures of public funds, including the location of the public funds, held by the School, including but not limited to Federal grants such as Title I and charter school grants, and grant the Sponsor access to the School's public funds, storage facilities, and all public property. In the event the Sponsor obtained an injunction to enjoin continued operation of the School, the Sponsor shall assume operation of the School. Failure by the Sponsor to assume and continue operation of the School, where the Sponsor had the obligation to operate the School, shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the Sponsor obtained an injunction to enjoin operation of the school and therefore assume operation of the School and the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.
- (b) **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, after being awarded an injunction, at the Sponsor's option but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the

Sponsor or its entity, and the School, agree otherwise. The Sponsor may take any appropriate personnel action regarding the School's employees and will give notice to the School before taking any such action.

- (c) **Disbursement of Funds.** The Sponsor shall not disburse school funds except 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.

### **1.3.5 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 the 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, except by the Governing Board and in accordance with law. Additionally, all post-termination provisions incorporated in this Contract shall apply.

### **1.3.6 Removal of Public Property**

Upon notice of termination or non-renewal, the School shall not remove any public property, as defined by law, from the premises without written Sponsor approval, except in the ordinary course of the School operations so as not to disrupt the continuity of instruction.

## **1.4 Post-Termination Provisions**

### **1.4.1 Dissolution of School**

The School shall be dissolved under the provisions of law under which the School was organized. 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.

### **1.4.2 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 have been satisfied by the Sponsor. In no event shall the District be responsible under any assignment of a lease to the Sponsor for any debts or obligations of the School arising under that lease and incurred prior to such assignment.

#### **1.4.3 Leases with the District**

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.

#### **1.4.4 Student Transfers and 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 shall be transferred immediately to the receiving school or to the Sponsor in accordance with law and School Board Policy 9800.

#### **1.4.5 Disposition of Assets and Unencumbered Funds**

In the event the School is dissolved or is otherwise terminated, all sponsor property and improvements, furnishings and equipment purchased with public funds shall automatically revert to full ownership by the sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved, and proper distribution of the property is determined. 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 (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.

#### **1.4.6 Final Audit**

Pursuant to s. 1002.33, F.S., upon notice of non-renewal, closure, or termination, an independent audit shall be completed within thirty (30) days to account for all public funds and assets. During the fiscal year in which termination or non-renewal occurs, the School may commission and pay for a final independent financial audit of the School. In the event the School does not elect to commission an independent

audit upon notice of non-renewal, closure, or termination, 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 previously approved by the school absent good cause not to do so.

## **1.5 General Statutory Requirements**

### **1.5.1 Non-Discrimination**

The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by all applicable Federal, State and local laws, rules, regulations and court orders directed to the School as a party and subject to all rights and appeal. The School shall designate a Title IX Coordinator as required by law 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.

### **1.5.2 Compliance**

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

## **SECTION 2: EDUCATIONAL PROGRAM**

### **2.1 Academic Accountability**

#### **2.1.1 Incoming Baseline Standard of Student Academic Achievement**

The School will establish the current incoming baseline standards of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Contract, in a format provided by the Sponsor.

#### **2.1.2 Academic Student Performance Data**

By September 15 of each year, the Sponsor shall provide the School with 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 s. 1002.33(7)(a)3., Florida Statutes.

### **2.1.3 Academic Progress Rates for Comparable Student Populations**

By September 15 of each year, the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:

- i. Students scoring a level 1 on prior year assessment
- ii. Students scoring a level 2 on prior year assessment
- iii. Students scoring a level 3 or higher on prior year assessments
- iv. Students with disabilities
- v. English Language Learners

### **2.1.4 Academic Achievement Goals**

- (A) First Year of Operation.** By October 15 of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
- (B) Subsequent Charter Years.** By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in this Contract. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
- (C) Sponsor Review.** The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals, it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt, the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals, either party may request mediation pursuant to Section 1002.33(6), F.S. The goals may be adjusted at any time upon mutual written consent of both parties.

- (D) **Governing Board Approval.** The School’s Governing Board shall review and approve the goals and objectives prior to its final submission. Minutes documenting approval must be taken and posted on the School’s website pursuant to Section 1002.33(9)(p)1.
- (E) **Performance Reporting.** Annually, the School shall report its performance against the academic goals in the format requested by the Sponsor. The School agrees to allow the Sponsor reasonable access to its facilities and records to review its data sources 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 this Charter, and as required by Sections 1008.31 and 1008.345, F.S. upon reasonable notice and in a manner so as to reasonably minimize disruption to students and school operations. Furthermore, the School shall allow the Sponsor to collect data through other means such as survey 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. If the School falls short of the academic achievement goals set forth under the provisions of this Charter, the Sponsor shall report such shortcomings to the School’s Governing Board and FDOE. The School and Sponsor may agree to adjust the goals through the same process set forth in this Section.

## 2.2 Performance Improvement Requirements for Low-Performing Schools

### 2.2.1 School Improvement Plan (SIP)

- (A) **Schools that Earn a Grade of “D” or “F.”** Pursuant to Section 1002.33(9), if the School earns a grade of “D” or “F,” the director and a representative of the Governing Board must appear before the Sponsor to present information regarding contract components with noted deficiencies. The Governing Board representatives must submit a SIP to the Sponsor for approval, outlining strategies to improve student performance and begin implementation of the SIP upon the Sponsor’s approval.
- (B) **Schools Identified for Support by the FDOE.** If the School is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of schools for comprehensive support and improvement (CS&I), additional targeted support and improvement (ATSI), or targeted support and improvement (TS&I), it must develop and implement a SIP approved

by the Governing Board and the Sponsor. Upon approval by the Sponsor, the school shall implement the SIP, as required by law.

- (C) **Posting and Monitoring of Approved School Improvement Plans.** Minutes documenting SIP approval must be posted on the School’s website pursuant to Section 1002.33(9)(p)1., F.S. The Governing Board shall monitor the implementation of the SIP.

### 2.2.2 Corrective Actions

- (A) **Selection of Corrective Actions.** If the School earns three consecutive grades below a “C,” the School’s Governing Board must select and implement one of the following corrective actions:
- (i) Contract with an outside entity to provide educational services directly to students, instructional personnel, and school administrators, as prescribed by State Board of Education rules.
  - (ii) Contract with an external organization with a demonstrated record of effectiveness to operate the school.
  - (iii) Reorganize the school under new leadership, such as a new director or principal, who is authorized to hire new staff.
  - (iv) Voluntarily close the charter school.
- (B) **Implementation Timeline.** The selected corrective action must be implemented during the school year immediately following the receipt of the third consecutive grade below a "C." If the School improves to a grade of "C" or higher, the corrective action is no longer required. However, the School must continue implementing the strategies outlined in its school improvement plan, subject to annual monitoring by the Sponsor.
- (C) **Waiver and Termination.** The Sponsor may waive the corrective action annually if it determines that the School is likely to improve its grade with additional time to implement strategies outlined in the school improvement plan. However, a school earning two consecutive grades of “F” is subject to immediate interventions provided by law.
- (D) **Selection of a New Corrective Action.** If the School fails to improve to a grade of “C” or higher after two full school years of implementing a corrective action, the Governing Board must select a new corrective action to begin the following school year unless the Sponsor determines that additional time is likely to result in the School achieving a “C” or higher under the existing corrective action.
- (E) **Immediate Interventions.** Notwithstanding this subparagraph, a school earning two consecutive grades of “F” while implementing a corrective

action is subject to immediate interventions under Section 1002.33(9)(n)3, F.S.

## **2.3 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 upon between the School and the Sponsor.

### **2.3.1 State Required Assessments**

All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

### **2.3.2 Additional Assessments**

Students may participate in any or all District assessment programs in which the Sponsor's students in comparable grades or schools are required to participate and shall participate in any other assessments to the extent described in the Application. The School will select and implement its own progress monitoring tools and assessments as required by statute. The School shall be responsible for the costs of additional assessments, including District assessments that are not required by law or this Charter (except those developed with federal funds or those developed using the Florida's Item Bank and Test Platform) and progress monitoring tools unless the Sponsor is required, by law, to be responsible for the costs.

### **2.3.3 Advanced Academic Program Assessments**

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 official assessment results to the Sponsor.

### **2.3.4 Preliminary Scholastic Aptitude Test (PSAT)**

If the School offers the PSAT, it 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.

### **2.3.5 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.

### **2.3.6 Test Administration, Security, and Support**

The School shall designate a School Assessment Coordinator from the School who 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. Within 5 business days, the School shall notify the Sponsor of any change in the designated School Assessment Coordinator. The School shall require all School personnel involved with any aspect of the testing process to abide by State and Sponsor policies, procedures, and standards regarding applicable 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 the applicable School staff all services or 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 all at no cost to the School. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration if the Sponsor reasonably deems it necessary and in a manner so as to minimize disruption to students and school operations in accordance with established monitoring protocols.

### **2.3.7 Reports**

The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District. 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.

### **2.3.8 Technology Infrastructure**

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

## **2.4 Curriculum**

### **2.4.1 Implementation**

The School shall implement its educational and related programs as specified in its School Board-approved Application (Appendix A). Any material changes to the education program or curriculum as described in the approved Application or

Charter require Sponsor approval, including instructional methods, distinctive instructional techniques, and technologies to enhance educational performance. These technologies must promote safe, ethical, and appropriate use in compliance with legal and professional standards.

#### **2.4.2 Material Changes**

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 School Board approved Charter School 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.

#### **2.4.3 Instructional Materials**

The School shall provide each student with current instructional materials in each core course. The School shall provide adequate technological infrastructure to support and deliver all digital instructional materials. Furthermore, 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.

#### **2.4.4 Comprehensive Evidence-Based Reading Plan**

The School will adopt and implement with fidelity, the Sponsor's Comprehensive Evidence-Based Reading Plan (CERP), and Rule 6A-6.053, F.A.C., including all instructional materials which are the responsibility of the School to procure unless it has chosen to use an alternate research-based core reading plan. Annually, the School shall determine whether to adopt the Sponsor's CERP. If the School elects to develop its own CERP, it must submit its CERP, approved by its Governing Board, to the Sponsor by July 15 and meet the requirements of all applicable law. If the School has elected to implement an alternate research-based core reading plan, it is attached herein as Appendix C. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with Florida Standards and grounded in scientifically based reading research.

#### **2.4.5 Mathematics Curriculum and Support for Below-Level Students**

Pursuant to s. 1002.33, F.S., the School shall ensure that mathematics is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are performing below grade level, consistent with the requirements of Section 1002.33(7)(a)2.b., Florida Statutes.

## 2.5 Advanced Academics and Acceleration Options

### 2.5.1 Advanced Placement

The School shall advise each student of courses through which a secondary 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. Courses will be offered in accordance with the approved Application or Renewal Packet. To meet this requirement, each school that offers these options 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.

### 2.5.2 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) **Dual Enrollment Articulation Agreements.** If the School chooses to provide a DE 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 1st.
- (B) **Eligible Institutions.** Pursuant to Section 1011.62, F.S., an eligible college or university, which is not for profit, 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 DE 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.

- (D) **Fees.** If the School offers AP/IB/AICE/DE courses, it shall not charge any fees for participation, textbooks, instructional materials, or examinations for any AP/IB/AICE/DE courses in which students are enrolled.
- (E) **Professional Development.** If the School offers AP/IB/AICE/DE courses, it shall provide all AP/IB/AICE/DE teachers with training and professional learning opportunities as required by the AP/IB/AICE/DE syllabus.

## **2.6 Student Promotion and Graduation**

### **2.6.1 Student Progression Plan**

The School will adopt, and implement with fidelity, the Sponsor's student progression plan (Appendix D) in effect for the current operational year. If the School elects to develop and adopt its own plan, it must secure approval from its Governing Board before submitting the plan to the Sponsor for approval. Once approved, the plan shall be attached herein as Appendix E. If the School opts to develop and implement their own SPP, the School shall establish a policy for determining that a student has satisfied the requirements for graduation that is consistent with the provisions of Florida law and shall inform the Sponsor of this policy and/or any changes to a previously adopted policy at least one (1) month prior to the beginning of the school year. The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law.

### **2.6.2 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.

### **2.6.3 Graduation Requirements**

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

### **2.6.4 Accreditation**

Secondary schools shall notify the parent 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 ) and Parent/Student contract. The notification must also be prominently displayed at all times on the School's website.

## **2.7 English Language Learners**

### **2.7.1 Plan Adoption and Approval**

The School will adopt the District’s English Language Learners Plan (Appendix F) in effect for the current operational year, and which meets the requirements of the League of United Latin American Citizens (LULAC) et al. v. State Board of Education Consent Decree. If the School elects to implement its own plan, approved by its Governing Board, it is attached hereto as Appendix G. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

### **2.7.2 Services for English Language Learners**

Students at the School who are English Language Learners (ELL) will be served by English for Speakers of Other Languages (ESOL) endorsed or certified personnel. The School shall 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) and must timely cure any violation after written notice.

## **2.8 Exceptional Student Education**

### **2.8.1 Program Requirements**

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) (I) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. 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.

### **2.8.2 Non-Discrimination and Admission Procedures**

The School shall not discriminate against students with disabilities in placement, assessment, identification, selection, or admission. 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. After enrollment, any student who is suspected of having a disability must be referred for evaluation in accordance with 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.

### **2.8.3 Individualized Education Plans (IEPs) and 504 Plans**

The School shall conduct Individual Educational Plan (IEP) and 504 plan meetings for eligible students, to include an annual IEP or 504 meeting with the eligible student's family. 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 or 504 plan, which shall be provided within ten (10) days.

### **2.8.4 Student Placement and Referral**

If the School determines, 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 this Contract.

### **2.8.5 Civil Rights Complaints and Investigations**

If the School receives a complaint filed or becomes aware of an investigation with the U.S. Office of Civil Rights (OCR) 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 (except where to give such notice would violate the law or the directions of the investigating government entity). The School shall fully cooperate with the Sponsor during any investigation and/or proceeding by the 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 relief by OCR attributed to, caused by or through the fault of the School. Notwithstanding the aforementioned, the Sponsor shall assume or reimburse the costs attributable to, caused by or through the fault of the Sponsor, if any. Failure of the school to pay the costs, fees, reimbursements, and compensatory education within a reasonable time after the expiration or exhaustion of any appeals will result in the Sponsor deducting any amount owed from the School's FTE payments.

#### **2.8.6 Sponsor Responsibilities**

The Sponsor shall provide ESE administration services to the School, pursuant to Section 1002.33, F.S.

- (A) Student Evaluations.** The Sponsor shall conduct all initial evaluations of students referred for potential Exceptional Student Education, Gifted, Section 504 eligibility, and for the re-evaluation of Exceptional Student Education students, in accordance with Federal and State mandates to determine whether a student is a child with disability under Section 300.8 of the IDEA. All requirements for Response to Intervention (RtI) 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) Initial LEA Representation.** 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) Compliance Monitoring.** 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 H). 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.

### 2.8.7 School Responsibilities

- (A) **Disability Disclosure and Placement Determination.** 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, and receipt of the IEP, EP, or Section 504 Plan, 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. 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. 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) **Student Support and Evaluation Protocols.** 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 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) **Delivery of Educational Services and Equipment.** 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) **Evaluations and Service Delivery.** The School shall conduct the evaluations of the School’s students referred for related services such as: Physical Therapy (PT), Occupational Therapy (OT), Speech and Language (SL), Nursing, Assistive Technology (AT) and Functional Behavior Assessment (FBA) services when these are being considered as a related service, with personnel qualified in accordance with State of Florida regulations and in accordance with Response to Intervention requirements. Notwithstanding the aforementioned, the School shall not be responsible for initial evaluations included under Exceptional Student Education Eligibility Programs, as defined by the IDEA. If the student is determined eligible for these services and they are added to the student’s IEP or Section 504 Plan as a related service, the School shall be responsible for the provision or delivery of 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 a related service is being considered. 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, through electronic means, via video conferencing, 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 to the school’s Related

Service Providers at no cost to the school. The school is responsible for compensating its externally contracted service providers for their attendance at such trainings. The Sponsor may conduct periodic reviews of the paperwork prepared by the service providers providing services to such students.

- (E) **Independent Educational Evaluations.** 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 this Contract.
- (F) **Compliance with IDEA, Section 504, and EP Regulations.** 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) **Policy for Service Animal Requests.** The Governing Board shall adopt a policy and procedure for consideration of service animal requests made to the School.
- (H) **Least Restrictive Environment.** 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) **Professional Development Requirements.** 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) **Enforcement of Compliance.** 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.

### **2.8.8 Due Process and Dispute Resolution Procedures**

- (A) **Filing and Notification.** 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) **Review, Representation and Cost Responsibilities.** 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 the Sponsor’s legal counsel. Final decisions on legal strategies shall be made by the Sponsor’s attorney with meaningful consultation with the School, including giving school counsel the opportunity to review papers. The Sponsor’s legal counsel will represent the Sponsor on all claims brought by parents related to Sponsor completed evaluations referenced in this Contract. 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 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, and interpreter and all appeals for all matters attributed to, caused by or through the fault of the School. 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 for all matters attributed to, caused by or through the fault of the School; 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, for which the School is responsible, as set forth in this paragraph, and that remain unpaid 30 days after a written invoice to the School, may 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) **Participation in Resolution and Mediation Sessions.** 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) **Post-Mediation Recommendations and Cost Responsibilities.** 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 this Contract.

**(E) Resolution and Advancement of Due Process Hearings.** 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. 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 this Contract 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.

#### **2.8.9 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.

#### **2.8.10 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.

### **SECTION 3: ENROLLMENT AND STUDENT SERVICES**

#### **3.1 Grades Served**

The School is authorized to serve Grades 9-12

#### **3.2 Recruitment and Admissions**

##### **3.2.1 Recruitment**

The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools. The School may recruit throughout all segments of the community and provide outreach materials in multiple languages appropriate to the geographical location of the Charter School

and shall proceed as described in its approved application. 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. 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.

### **3.2.2 Non-Discriminatory Admission and Non-Sectarian Policies**

The School shall be non-sectarian in its programs and admissions policies. The School shall be open to any student residing in Miami-Dade County and to students in other districts in accordance with the school's controlled open enrollment plan. Admission or dismissal must not be based on a student's academic performance except as authorized under s. 1002.33(10)(e)5, F.S. 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. subject to facility The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request, prior to enrollment or notice of acceptance, 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. 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. 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. may constitute good cause for termination of this Charter.

### **3.2.3 Lottery and Wait List Documentation**

The School shall describe in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize. 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 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 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:

- (i) 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;
- (ii) copies of student enrollment applications, any marketing materials, and all other enrollment materials;
- (iii) evidence of compliance with all policies, processes, and timelines approved by the Governing Board, and related to the application, lottery and wait list notification;
- (iv) evidence that the lottery process was posted on the School's website and clearly communicated to the public at large;
- (v) evidence that outreach materials have been communicated in multiple languages; and,
- (vi) 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.

#### **3.2.4 Articulation Agreements Between Charter Schools**

As required by State law, articulation agreements must be approved by the Sponsor prior to implementation. CSCS is authorized to approve articulation agreements that:

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

### **3.3 Enrollment**

#### **3.3.1 Preferences**

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.

#### **3.3.2 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. The 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. 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 or private 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.

### **3.3.3 Capacity and Class Size Requirements**

Following is the student enrollment breakdown:

Years 1-15    2016 – 2031    Grades 9-12, up to 1,200 students

The contract enrollment limit of 1,200 students may be increased up to **1,300 students** if the combined enrollment for the co-located school, Mater Lakes Academy Middle School (MSID 6033), does not exceed the maximum number of students permitted by the certificate of use permit.

The School shall comply with class size restrictions as required by law. 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)(h), F.S. The School shall not enroll students in excess of the physical capacity of the building except as otherwise provided by law for schools operating multiple sessions, in which case the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a high-performing school shall be determined by the Governing Board. No later than March 1st of each year, the School shall provide the Sponsor the proposed enrollment capacity for the subsequent school year. Monthly FTE payments shall be withheld, without interest, for students in excess of the School's annual enrollment capacity, as defined by the Contract.

### **3.3.4 Projections**

**(A) Preliminary Enrollment Projection.** If requested, no later than November 1st of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The preliminary projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

**(B) Final Enrollment Projection.** The Sponsor may request that the School provide final enrollment projections for the upcoming school year no later than July 15th of each year. Final enrollment is not annual capacity, but the school's projection of 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.

### **3.3.5 Minimum Enrollment Requirements**

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 this Charter, the School shall, upon written request by the Sponsor, submit a revised budget within thirty (30) days taking into account the reduced enrollment. 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. In the event the school fails to achieve the minimum enrollment by the October FTE reporting period, the school shall submit a revised, balanced budget and a realistic and reasonable cash flow statement within fifteen (15) calendar days following 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 I).

### **3.3.6 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 1st 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*, except that the Sponsor shall modify the charter within 90 days to include the new enrolment maximum and may not make any other change. Failure to provide timely notice to the Sponsor shall preclude the School from increasing enrollment or expanding grade levels for the upcoming academic year.

### **3.3.7 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.

### **3.3.8 Application and Enrollment Documentation**

The School must maintain appropriate enrollment and student application documentation.

## **3.4 Withdrawal Policies and Procedures**

### **3.4.1 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, except as authorized under 1002.33(10)(e)(5). The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor.

### **3.4.2 Voluntary Student Withdrawal**

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

## **3.5 Maintenance of 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, as applicable to the charter schools. The School shall maintain confidentiality of student records as required by Federal and State law.

### **3.5.1 Student Information System and Electronic Gradebook**

The School will use the Sponsor's electronic grade book system. The School shall use records and grade procedures that adequately provide the information required by law and the Sponsor. The School may use the Sponsor's electronic grade book system. If the School elects to use an alternative student information system and recording system, the system must comply with the State's reporting guidelines and be approved by the Sponsor. 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 (DSIS) for attendance and quarterly data entry for academic, effort, and conduct grades for students. Schools that opt to

use an alternative gradebook system will be required to provide some form of prior year electronic audit trail. ITS support will not be provided to schools that do not use the District's electronic gradebook system.

- (A) **Attendance.** The School must 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.
- (B) **Grades.** All quarterly, academic, effort, and conduct grades, shall be entered within fifteen (15) business days after the close of each grading period. For students who withdraw during the school year, academic, effort and conduct grades through the date of withdrawal at the time must be entered upon the student's withdrawal.
- (C) **Compliance with Reporting Requirements.** The school shall use records and grade procedures that comply with all applicable requirements and adequately provide the information reasonably required by the Sponsor.

### 3.5.2 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, subject to law. This report shall be transmitted each year prior to July 1st.

### 3.5.3 Transfer of Student Cumulative Records

- (A) **Students Transferring to a Public School within Miami-Dade County.** 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.
- (B) **Students Withdrawing to Non-Sponsor Schools.** 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 law and 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. Access to student records shall be provided to parents and/or eligible students in accordance with FERPA. The School may retain copies of the departing student's academic grades and attendance during the student's enrollment at the School.

### **3.6 Student Discipline and Conduct Policies**

#### **3.6.1 Code of Student Conduct**

The School will adopt and follow the Sponsor's Code of Student Conduct (COSC), attached as Appendix J. Any amendments to the Sponsor's COSC shall be reviewed by the School, within 60 days of notice to the School of the amendment, to determine if the School will adopt the amended COSC. If the School does not adopt the Sponsor's amended COSC, the School must disclose that the School no longer implements the Sponsor's COSC and will adopt its own COSC (Appendix K). The school's COSC must meet or exceed the minimum standards set forth in the Sponsor's COSC. Any provision of the COSC which is more stringent than the Sponsor's code of student conduct must align with the mission of the charter school and be acknowledged electronically or in writing by the parent. The Sponsor may review the code and offer recommendations. Any complaint or appeal related to the COSC must be resolved by the charter school's governing board using the board's established procedures and must be in compliance with applicable law and rules. During the period when a School's alternative COSC is awaiting governing board approval, the most current mutually agreed COSC shall apply.

#### **3.6.2 Disciplinary Policies and Compliance with Legal Requirements**

The School's policies for discipline, suspension, and recommendation for expulsion are described in the approved Application and in the School's Student/Parent Contract/Handbook (Appendixes L and M). The School must continue to follow all applicable Federal and State laws related to discipline of students with disabilities, including but not limited to Manifestation Determinations if required by the IDEA or Section 504.

#### **3.6.3 Incident Reporting**

If the School adopts the Sponsor's COSC, it will be required to timely and accurately submit documentation of all disciplinary actions into the District's Student Information System, using the Student Case Management procedures, as required by law. Additionally, the School will accurately report all SESIR incidents to the District within 3 business days of the occurrence.

### **3.6.4 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 students with disabilities.

### **3.6.5 Corporal Punishment**

The School shall not use corporal punishment.

### **3.6.6 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.

### **3.6.7 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.

## **3.7 Safety, Security and Mental Health**

### **3.7.1 School Safety Policies and Procedures**

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

- (i) Section 1006.12 F.S., relating to safe-school officers;
- (ii) Section 1006.07(2) F.S., relating to adopting all required components for a Code of Student Conduct;
- (iii) Section 1006.07(4)(a) F.S., relating to emergency drills;
- (iv) Sections 1006.07(4)(b), 1002.33(9)(r) and 1002.20(3)(1) F.S., relating to parental notification of threats, unlawful acts, and significant emergencies;
- (v) Section 1006.07(4)(c), and (f) F.S., relating to a mobile panic alert system;
- (vi) Section 1006.07(6) F.S., relating to safety and security best practices and adoption of an active assailant response plan;
- (vii) Section 1006.07(7) F.S., relating to threat management teams;
- (viii) Section 1006.07(8) F.S., relating to access to school campuses;
- (ix) Section 1006.07(9) F.S., relating to School Environmental Safety Incident Reporting;
- (x) Section 1006.07(10) F.S., relating to reporting of involuntary examinations;
- (xi) Sections 1002.33(9)(q) and 1002.20 F.S., relating to notification prior to removal of a student for an involuntary examination;
- (xii) Section 1008.386 F.S., relating to student identification cards;
- (xiii) Section 943.082(4)(b) F.S., relating to the mobile suspicious activity reporting tool;

- (xiv) Section 1011.62(13) F.S., relating to mental health assistance allocation;
- (xv) Section 1012.584 F.S., relating to youth mental health awareness, and assistance training; and,
- (xvi) Sections 1002.33(12), 1006.061, 1012.27, 1012.315, and 1012.797, F.S., relating to employees of charter schools.

### **3.7.2 Mental Health Assistance Allocation**

The School will not adopt and implement with fidelity the Sponsor’s mental health assistance allocation plan in effect for the current operational year. Annually, the School shall determine whether to adopt the Sponsor’s plan. If the School elects to develop its own plan, it must first secure approval from its Governing Board. After approval, the plan must be submitted to the Sponsor. If the School has elected to implement an alternate mental health assistance allocation plan, it is attached herein as Appendix (N). Failure to comply with this provision may result in withholding of Full-Time Equivalent (FTE) until compliance.

### **3.7.3 School Board Policy 8405, School Safety**

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. The parties acknowledge and agree that certain safety and security information is confidential and exempt from disclosure as a public record pursuant to Sections 119.071(3), 281.301, 1006.12(6), and 1006.1493(5), F.S., and the parties will maintain the confidentiality of these documents.

## **SECTION 4: FINANCIAL ACCOUNTABILITY**

### **4.1 State and Local Funding**

#### **4.1.1 Florida Education Finance Program**

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. 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.

#### **4.1.2 Recalculation of Funding and WFTE 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.

#### **4.1.3 Charter School Capital Outlay Funds**

The School shall follow the FDOE procedures for submitting requests for capital outlay funding.

### **4.2 Federal Funding**

#### **4.2.1 Title I of the Elementary and Secondary Education Act**

- (A) **Title I Funding Allocation.** 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.
- (B) **Capital Outlay Purchases with Title I Funds.** Any capital outlay item purchased with Title I funds 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.
- (C) **Title I Funded Staff Qualifications.** Should the School receive Title I funds, it will employ teachers that are certified and teaching in-field; and highly qualified paraprofessional with two (2) years of college, an AA degree, or that have passed an equivalent exam.
- (D) **Parent and Family Engagement Requirements for Title I Funds.** 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 annually develop and implement, the School Improvement Process/Plan (SIP) and Title I 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).

- (E) **District Support for Title I Implementation.** 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.
- (F) **Incorporation of Sponsor’s Title I Guidelines.** The Sponsor’s guidelines and requirements related to the implementation of Title I at eligible charter schools are hereby incorporated into this contractual agreement as Appendix O.

#### 4.2.2 Title II

- (A) **Disbursement Options.** 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 Options 2 and 3.
  - (i) **Title II**
    - Option 1:** The School will receive Federal Title II funds through the provision of equitable services from the Sponsor.
    - Option 2:** The School will receive Federal Title II funds on a reimbursement basis.
  - (ii) **IDEA**
    - Option 3:** The School will receive IDEA funds through the provision of equitable services from the Sponsor.
    - Option 4:** The School will receive IDEA funds on a reimbursement basis.
- (B) **Requirements for the Election of Disbursement Option 2.** 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) **Sponsor Notification of the Availability of Other Funds.** The Sponsor shall provide to the School by July 15th 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) **Federal Funds Utilization Plan.** 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) **Monthly Submission of Reimbursement Invoices.** 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 them to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements. Insufficient invoices shall not be reimbursed.
- (C) **Changes to Federal Funding Option.** The School shall submit any changes to the option selected in writing to the Sponsor by March 1st through the Contract amendment process pursuant to School Board Policy 9800, *Charter Schools*.

#### 4.2.3 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 CSCS in writing of its intent to submit a grant application;
- (ii) CSCS will forward the written request, along with the grant application guidelines, to M-DCPS' 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 CSCS 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 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.

#### **4.3 Other Funding Sources**

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

#### **4.4 Student Enrollment Reporting**

##### **4.4.1 Instructional Time Requirements**

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 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 ninety (90) days of their regular 180-day school year in Survey 2 and the second ninety (90) days of their regular 180-day school year in Survey 3, regardless of when the tracks are in session.

##### **4.4.2 Reporting Requirements**

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. The District shall include the School's enrollment when recording and reporting cost data by program.

##### **4.4.3 Training and Support for District Applications**

The Sponsor shall provide the School with access to its student information system and provide training at no cost to the School 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. A representative of the School shall attend such training offered by the Sponsor in the use of such systems and procedures at no cost to the School. 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.

#### **4.4.4 Accountability for Data Accuracy and Audit Adjustments**

The School shall maintain auditable records of student attendance and grades. Reporting timelines shall be aligned with the Sponsor's timelines. Date Certain is always the Friday of the FTE Survey week. Corrections to data submitted for FTE processing will only be accepted within the limits allowed by law. The School is responsible for correcting student schedule changes. Incomplete student or teacher course records shall result in a suspension of FTE funding until corrected as required by law. 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. 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, or agree on a payment plan, within a reasonable time after expiration or exhaustion of any appeals, the Sponsor shall deduct the amount owed from the School's FTE payments.

### **4.5 Administrative Fee**

#### **4.5.1 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.

#### **4.5.2 Allowable Withholding from High-Performing Charter Schools**

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

#### **4.5.3 Allowable Withholding from ESE Centers**

The Sponsor shall withhold two percent (2%) for enrollment of up to and including 250 students in an ESE center that meets the requirements of the rules adopted by the State Board of Education pursuant to Section 1008.3415(3). If the School serves seventy-five percent (75%) or more exceptional education students as defined in Section 1003.01(3), the percentage shall be calculated based on the unweighted full-time equivalent students. ESE administrative services covered by the administrative fee, pursuant to Section 1002.33(20), F.S., include 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 this Charter.

#### **4.5.4 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.

**(A) 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.

**(B) Provision of School Lunches.** The School shall provide food services to its students consistent with applicable law. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

### **4.6 Distribution of Funds**

#### **4.6.1 Sponsor Payment Schedule**

The Sponsor shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 31st. Subsequent payments will be made monthly by the 15th of each month beginning with August 15th.

#### **4.6.2 Initial Year Payment Procedures for New Charter Schools**

For new charter school 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 seventy-five (75) percent of the projected enrollment is entered into DSIS 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 DSIS 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. Payments will be adjusted retroactively for prior period adjustments.

#### **4.6.3 Payment Calculations for Subsequent Charter Years**

For the following years of the charter, monthly payments will be calculated as follows:

- (i) 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 the prior year February FTE report.
- (ii) If enrollment at the end of the second week of student attendance fluctuates by twenty percent (20%) 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.

#### **4.6.4 Payment Adjustments for Sponsor Services and Penalties**

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 years, as well as for administrative oversight.

#### **4.6.5 Reimbursements**

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 an FDIC insured Active Qualified Public Depository account or a State-approved depository specified by the Governing Board.

#### **4.6.6 Enrollment Capacity and Facility Compliance for Payments**

Payment shall not be made for students in excess of the School's enrollment capacity, the School's valid facility capacity as determined by the School's Certificate of Occupancy, Certificate of Use, and/or 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 this Contract. 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.

#### **4.6.7 Charter School Capital Outlay Funds**

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.

#### **4.6.8 Adjustments Due to Holdbacks and Prorations**

In the event of a State holdback or a proration which changes District funding, the School's funding will be adjusted proportionately to the extent required by the law. 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 unless otherwise agreed or extended:

- (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 ten (10) days of receipt of the documents that resulted in the withholding of funds.

#### **4.7 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.

#### **4.8 Student Fees**

##### **4.8.1 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.

#### **4.8.2 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 1st 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-re-enrollment. 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.

#### **4.8.3 Student Fee Documentation**

The School shall maintain documentation supporting the collection of the Sponsor-approved fees and make them available for Sponsor review.

#### **4.8.4 Parent Donations**

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

#### **4.8.5 Restriction on Charging Tuition**

The School shall not charge tuition.

### **4.9 Annual Budget**

#### **4.9.1 Governing Board Approval**

The School's Governing Board shall adopt and maintain an annual balanced budget.

#### **4.9.2 Adoption and Submission Requirements**

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 P) for review, and, for the initial year of operation, a budget based upon minimum enrollment (Appendix Q). 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.

#### **4.9.3 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.

#### **4.9.4 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.

### **4.10 Financial Management of Schools**

#### **4.10.1 School's Fiscal Year**

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

#### **4.10.2 Governing Board Responsibilities**

The Governing Board shall be responsible for the operation and fiscal management of the School.

#### **4.10.3 School Responsibilities**

The School shall implement the financial management and oversight procedures, controls and methods as described in the approved Application. The School shall develop and implement sufficient internal operating procedures, including but not limited to the financial controls and audit procedures described in the School's governing laws and rules, the provisions of this Contract, and as described in the approved Application, to ensure sound financial management. The School shall be responsible for reimbursement and/or recovery of any unauthorized or misappropriated funds.

#### **4.10.4 Sponsor Responsibilities**

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

#### **4.10.5 Taxes and Bonds**

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

#### **4.10.6 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 the Sponsor 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.

#### **4.10.7 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 1002.33(17)(b), 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, or (c) may be used for other charter schools operated by the not-for-profit entity which are located outside of the originating charter school's school district, but within the state, through an unforgivable loan that must be repaid within 5 years to the originating charter school by the receiving charter school. 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.

#### **4.10.8 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.

#### **4.10.9 Verification of Sufficient Operating Funds**

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 **costs**, etc.

#### **4.11 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 Principles

(GAAP) 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 R), and state law, as well as any subsequently issued directives by the State and other applicable governmental accounting standards.

## **4.12 Financial Reports**

### **4.12.1 Monthly 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 make reasonable requests (in accordance with Section 1002.33 (5)), F.S., for documents on the School's financial operations beyond the monthly financial statement and the School shall provide same in a reasonable timeframe as determined by the Sponsor.

### **4.12.2 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 no later than the last business day in July.

### **4.12.3 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 the 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.

#### **4.12.4 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 (GAAS); government auditing standards issued by the Comptroller General of the United States; and Rules of the Auditor General, Chapter 10.850 as published by the Florida Auditor General (Appendix S). 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 (1) complete report. In addition, two (2) 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 30th 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.

### **4.13 Timeline for Submitting Financial Reports and Notifications**

#### **4.13.1 Unaudited Statements**

Unaudited Statements are due no later than August 1st of each year.

#### **4.13.2 Audited Statements**

Audited Statements are due no later September 15th of each year.

#### **4.13.3 Notification of Auditor Engagement**

No later than May 1st 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.

#### **4.13.4 Submission of Audited Financial Statements Upon Closure**

If the School ceases operation, the final audited financial statements are due thirty (30) days after the date of closure.

#### **4.13.5 Annual Financial Audit**

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.

#### **4.13.6 Notification and Reporting of Deficit Financial Position**

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.

#### **4.13.7 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.

#### **4.13.8 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 fifteen (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.

#### **4.13.9 Failure to Submit Financial Statements**

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 Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within

ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued. Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting. 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.

In accordance with section 1002.33(5)(b)1.j., Florida Statutes, the parties agree that if the school has been identified as having a deteriorating financial condition or financial emergency pursuant to s. 1002.345, then the Sponsor may reasonably request, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

#### **4.14 Financial Recovery/Corrective Plan**

##### **4.14.1 Development and Implementation of Corrective Action Plan for Financial Emergencies**

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 thirty (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 and implement a good faith corrective action plan may 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.

#### **4.14.2 Failure to Correct Deficiencies**

Section 1002.345, F.S., does not affect a Sponsor's authority to terminate or not renew a Charter pursuant to section 1002.33(8), F.S, 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.

#### **4.14.3 Failure to Submit**

Failure to timely submit to the Sponsor a financial corrective action plan or financial recovery plan, along with supporting documents, following a notification from the Sponsor, Auditor General, FDOE, or the State Board of Education that such a plan is required, or failure to provide periodic progress reports and/or implement performance objectives specified in any required plan(s), if not timely cured after written notice from the Sponsor, may constitute cause for termination of this Charter.

### **SECTION 5: FACILITIES**

#### **5.1 Location**

##### **5.1.1 School's Street Address**

The School will be located at 17300 N.W. 87<sup>th</sup> Avenue, Hialeah, Florida 33015; Folio No. 30-2009-001-0531.

##### **5.1.2 Temporary Facility (if applicable)**

To be determined and only if applicable.

#### **5.2 Deadline to Secure a Facility**

The School shall provide the Sponsor with documentation regarding the owned or leased facility where the School will operate at least fifteen (15) calendar days prior to the initial opening day of classes. The School must provide a copy of the Certificate of Occupancy or temporary Certificate of Occupancy documenting compliance with all applicable codes for its facility(ies) no later than fifteen (15) calendar days prior to the School's first day of classes.

##### **5.2.1 Owned Facility**

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.

##### **5.2.2 Leased Facility**

If the School does not own the facility, the School shall provide the Sponsor with a fully executed lease and/or other legal documentation evidencing the legal right of

the School to occupy and use the facility, 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. If the School will be operating under a sub-lease, the School must also submit documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required, which may include the Master Lease. In lieu of a Master Lease, verification documentation must include an estoppel certificate describing the current conditions of a lease agreement, as well as a counsel's opinion with supporting affidavit by the Governing Board Chair attesting under penalty of perjury that they have reviewed the relevant leases, and the sublease/facility is approved by the landlord for use as a charter school.

## **5.2 Additional Campuses or Facilities and Relocation**

### **5.2.1 Additional Campuses or Facilities:**

- (i) 8851 NW 170<sup>th</sup> Street, Miami, Florida 33018; Folio No. 30-2009-001-0560;
- (ii) Partial use of Folio No.: 30-2009-001-0540 to be used as a 50-foot pedestrian walkway to connect the two addresses in the current charter contract.

### **5.2.2 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 proposed change in location or an additional location must be requested in writing to the Sponsor by March 1 of the preceding school year and done by agreement between the parties to amend this Contract. Any new location must meet the same standards contained herein and applicable law. Any other changes or additional facility or location must go through the Contract amendment process. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld.

#### **5.4 Non-Permanent and Shared Facilities**

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 and 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. 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.

#### **5.5 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 the School's first day of classes. Regarding new construction or any facility that requires Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) only the CO and TCO shall be required at least fifteen (15) calendar days prior to each opening day of classes. All other approvals required by the local government or any other governmental bodies having jurisdiction shall be required prior to the School's first day of classes.

#### **5.6 Compliance with Building and Zoning Requirements**

##### **5.6.1 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).

##### **5.6.2 Florida Fire Prevention Code**

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

##### **5.6.3 Failure to Comply**

The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately

if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

## **5.7 Compliance with Legal and Regulatory Requirements for Facility Use**

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 upon written request.

### **5.7.1 Local Government Approvals and Land Use**

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.

### **5.7.2 Responsibility for Costs Associated with Local Compliance**

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.

### **5.7.3 Display of Required Certificates and Permits**

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.

### **5.7.4 Failure to Maintain Required Licenses and Approvals**

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.

## **5.8 Facility Inspections**

### **5.8.1 Government Inspection of the Facility**

In the event the School receives a citation or notice of violation from a Federal, State, or local jurisdictional entity regarding an actual or imminent threat to the health, wellbeing, and safety of students, staff or visitors within the facility, which would prevent the normal operation of the school and instruction to students, the School shall inform the Sponsor as soon as practicable and provide copies of such notices and, when available, provide information regarding any planned steps to address or mitigate the identified issues. For all other instances where the School receives a citation or notice of violation, the School shall, within a reasonable timeframe, provide the Sponsor copies of these documents and any subsequent written verification from the jurisdictional entity confirming that identified violations have been resolved.

### **5.8.2 Sponsor Inspection of Facility and Unforeseen Emergencies**

The Sponsor may inspect the School facility(ies) 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. Sponsor agrees to avoid or minimize interruption in instruction and student activities during any such inspection. 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 a temporary or alternate physical location to minimize interruption in instruction. The alternate 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 provide the number of instructional hours required by law.

## **5.9 Facility Capacity**

### **5.9.1 Enrollment Limits and Determination of Allowable Occupancy**

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.

#### **5.9.2 Shared Facility Enrollment Limits**

At no time will the combined total enrollment of all the charters sharing any such facility exceed the CO and/or CU capacities of the facility. The School shares the facility with the following entity(ies): The School shares the facility with Mater Lakes Academy Middle School (MSID 6033).

#### **5.9.3 Notification of Changes to Facility Occupancy Limits**

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.

#### **5.10 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**

#### **6.1 Requirements and Communication**

The School shall provide transportation to the School's students consistent with the requirements of Subpart I.E., of Chapter 1006, F.S., Sections 1012.45 and 1002.33(20). If the School elects to provide transportation, 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 telecommunication information furnished/published by the School shall communicate whether the School will provide transportation for eligible students and the way it will be made available to the School's students.

#### **6.2 Homeless and Students with Disabilities**

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.

**6.3 Reasonable Distance**

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

**6.4 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, required school bus safety inspections and insurance.

**6.5 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.

**6.6 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, if applicable.

**6.7 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.

**SECTION 7: INSURANCE AND INDEMNIFICATION**

**7.1 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 required 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. Failure to maintain minimum insurance coverage as required by this Contract if not timely cured after written notice may constitute good cause for termination.

## **7.2 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. For purpose of tort liability, the School's Governing Board and employees are subject to the limits of Section 768.28, F.S. 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 which is caused by or through the fault of School, and excluding any instance when the Sponsor supplied or required School to use that material, process, machine, or appliance. The School shall not indemnify the Sponsor for intentional or negligent conduct of Sponsor, or any other cause of action caused by or through the fault of the Sponsor.

### **7.2.1 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.

### **7.2.2 Notification of Third-Party Claim, Demand, or Other Action**

The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision ("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 or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account 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.

### **7.2.3 Indemnity Obligations**

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

## **7.3 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 Federal or State statutes or regulations including those referenced in this Charter. Notwithstanding any of the foregoing, the Sponsor and the School do 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.

## **7.4 Insurance Providers**

### **7.4.1 Acceptable Insurance Providers**

Insurance providers must be authorized by valid certificates of authority by the Department of Financial Services of the State of Florida, or 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 Section 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.

#### **7.4.2 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.

### **7.5 Commercial and General Liability Insurance**

#### **7.5.1 Liabilities Required**

The 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.

#### **7.5.2 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.

#### **7.5.3 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.

#### **7.5.4 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.

#### **7.5.5 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."

## **7.6 Automobile Liability Insurance**

### **7.6.1 Coverage Requirements**

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 automobiles used in connection with this Contract.

### **7.6.2 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 and, if subject to an annual aggregate, \$3 million annual aggregate.

## **7.7 Workers' Compensation/Employers' Liability Insurance**

### **7.7.1 Coverage Requirements**

The School's insurance shall cover the School, and the School shall require to the extent its subcontractors and its sub-subcontractors who are not otherwise insured to have such insurance, 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.

### **7.7.2 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.

## **7.8 School Leader's Errors and Omissions Liability Insurance**

### **7.8.1 Coverage Requirements**

The School shall provide School Leader's Errors and Omissions Liability Insurance and it shall be on a form acceptable to the Sponsor and in substantially the same form as those currently in use by the School, 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.

#### **7.8.2 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 claim/annual aggregate.

#### **7.8.3 Maximum Deductible and Insurance Requirements**

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.

### **7.9 Property Insurance Requirements**

#### **7.9.1 Schools with Property Ownership or Mortgage Obligations**

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, and in substantially the same form as those currently in use by the School, 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. In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.

#### **7.9.2 Schools with Lease Agreements**

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor, and in substantially the same form as those currently in use by the School, 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.

### **7.10 Cyber Liability and Data Storage**

#### **7.10.1 Coverage Requirements**

The School shall provide Cyber Liability and Data Storage Insurance on a form reasonably acceptable to the Sponsor and shall cover the School, at a minimum, for the following: (a) Data Loss and System Damage Liability (when applicable), (b) Security Liability, including loss or unauthorized access to the Board’s data, (c) Privacy Liability, and (d) Privacy/Security Breach Response Coverage, including

Notification Expenses The coverage for Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The coverage shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, this insurance.

#### **7.10.2 Minimum Limits**

The minimum limits to be maintained by the School shall be \$1 million per Claim and Aggregate except that from the effective date through June 30, 2026, the limit for Privacy/Security Breach Response coverage may be \$250,000. Effective July 1, 2026 and thereafter, the limit for Privacy/Security Breach Response coverage shall be \$500,000.

### **7.11 Applicable to All Coverage**

#### **7.11.1 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.

#### **7.11.2 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.

#### **7.11.3 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.

#### **7.11.4 Subcontractors**

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

#### **7.11.5 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 may constitute good cause for termination.

## **7.12 Notice of Insurance Compliance**

### **7.12.1 Submission Timeline**

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.

### **7.12.2 Notification of Cancellation**

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

### **7.12.3 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.

## **SECTION 8: GOVERNANCE**

### **8.1 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. Failure to make contributions to the Florida Retirement System (FRS) if the School has elected to be part of the FRS may constitute cause for termination of this Charter.

### **8.2 Governance Structure**

#### **8.2.1 Non-Profit Status**

The School shall be organized as or be operated by a Florida 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. 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.

#### **8.2.2 Organizational Plan and 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.

The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its stakeholders (students, parents or guardians, employees) 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.

### **8.2.3 Organizational Composition**

As stated in the bylaws and the Articles of Incorporation (Appendices U and V, respectively), the Corporation is a non-membership organization, and a board of directors shall manage its activities and affairs. Voting shall control the Corporation, and only members of the board of 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 bylaws, initially select the governing board of the School. Members of the board of directors may serve on the governing board.

### **8.2.4 Eligible Members of the Governing Body**

No employee of the School may be a member of the Governing Body.

### **8.2.5 Governing Board Member Eligibility and Clearance**

Upon nomination and prior to the appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the Board. 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 five (5) 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 (3) years. Violation of Florida Statute 112 Part III, Code of Ethics for Public Officers and Employees as applicable to charter school governing board members may constitute good cause for termination of this Charter.

### **8.2.6 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 County Public 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.

#### **8.2.7 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.

#### **8.2.8 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.

#### **8.2.9 Continuity of School Governance**

Organizing group members may serve as board members for terms as described in the bylaws to maintain continuity between the organizing group and the Governing Board.

#### **8.2.10 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(4), Florida Statutes, by a member of the Governing Board, may constitute a material breach of this Charter.

### **8.3 Governing Board Responsibilities**

#### **8.3.1 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.

#### **8.3.2 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 ultimately responsible for the operation of the School and for exercising 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.

### **8.3.3 Accountability**

The School's Governing Board shall be accountable to its stakeholders (students, parents/guardians, employees) and the community at large, through a continuous cycle of planning, evaluation, and reporting as required by law. are met or exceeded.

### **8.3.4 Governing Board Reporting**

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

### **8.3.5 School Employee Supervision**

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

### **8.3.6 School Advisory Council**

The School shall establish a School Advisory Council (SAC) pursuant to State law. The School shall establish SAC bylaws; define the membership; develop election procedures; and post all meeting agendas and minutes as required by 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.

## **8.4 Financial Oversight**

### **8.4.1 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)(a), 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.

## **8.5 Governing Board Meetings and Transparency**

### **8.5.1 Governing Board Meeting Requirements**

For those schools who have been declared to be in a state of financial emergency, and/or who have earned a school grade of D or F in any two (2) consecutive or two (2) of any three (3) 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 (4) times per year. The School's Governing Board must hold at least two (2) public meetings per school year in the school district where the School is located. 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.

### **8.5.2 Notice of Governing Board Meetings**

A schedule of all Governing Board meetings for the school year including the date, time and location of meetings shall be published on the School's website. By July 15th 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.

### **8.5.3 Sunshine Law Compliance**

The School's Governing Board meetings shall take place locally and in accordance with law, in a manner 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.

### **8.5.4 Public Records Compliance**

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

### **8.5.5 Access to Records by Sponsor**

The School shall provide the Sponsor access to public records, at no cost, related to the Governing Board.

## **8.6 Compliance with State and Federal Regulations**

### **8.6.1 Employment of Relatives**

Charter school personnel may not appoint, employ, promote, or advance, or advocate 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 any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

### **8.6.2 Student/Parent Contract/Handbook**

The School agrees to annually submit any proposed Student/Parent Contract/Handbook (Appendixes L and M), including amendments, to the Sponsor for review. The Sponsor shall approve or reject the proposed parent contract within thirty (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. At a minimum, all communication to parents, including Parent Contracts, shall be provided in English, Spanish and Haitian-Creole, as appropriate.

### **8.6.3 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.

### **8.6.4 Website Requirement**

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**

### **9.1 Management Organization (Education Service Provider) Agreement**

#### **9.1.1 Contract Requirements**

If a management organization (organization), including but not limited to: 1) a management company, 2) an educational service provider, (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 Appendix T. 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.

#### **9.1.2 Restrictions on ESP Employees and Governing Board**

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.

#### **9.1.3 School Leader Employment and Conflict of Interest Restrictions**

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.

#### **9.1.4 Relationship Between Governing Board and ESP**

The contract between the ESP and the School’s Governing Board shall be an “arms-length,” performance-based contract between the School 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 will specify reasonable and feasible terms under which either party may terminate the contract. The School retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the School and the ESP may contract for such services as determined by the management agreement and as otherwise allowed by law.

### **9.1.5 ESP Disclosure of Affiliations**

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.

### **9.1.6 Ownership of Assets and Financial Obligations**

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.

### **9.1.7 ESP Service Fee Requirements**

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.

### **9.1.8 ESP Compliance and Accountability**

The School shall require the ESP to 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.

## **9.2 Submission of an 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.

## **9.3 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 may require modification through the contract amendment process, upon agreement by the Sponsor. A copy of any material changes to the contract between the ESP and the Governing Board shall be submitted to the District within five (5) days of execution.

## **9.4 Change of ESP**

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

## **SECTION 10: HUMAN RESOURCES**

### **10.1 Hiring Practices**

#### **10.1.1 Personnel Policies**

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.

#### **10.1.2 Non-Discriminatory Employment Practices**

The Governing Board shall provide equal opportunity in employment, in accordance with Title VII and the Sponsor's anti-discrimination rules and policies.

#### **10.1.3 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 shall be available to parents/guardians and community members upon request. The School shall provide continuing professional development programs for its teachers.

**(A) Teacher Certification and Employment Requirements.** 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) Certification Requirements for Blended-Learning Instructional Personnel.** 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 District adjunct certification under Section 1012.57, F.S., for the subject area of the blended-learning course.

**(C) Employment Contracts.** 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.

#### **10.1.4 Drug-Free Workplace**

**(A)** The School shall be a drug-free workplace, as provided by State and Federal

law. The charter school governing board agrees to adopt a Drug-Free Workplace policy and conduct general drug screening on all applicants for instructional and non-instructional positions with the school, including contracted personnel, in accordance with that policy. The school's Drug-Free Workplace policy must be made available to the Sponsor upon request. The school shall not hire applicants who have received a positive drug screening result, except as provided in the school's Drug-Free Workplace policy.

- (B) **Cost Responsibility.** The cost of drug screening shall be borne by the School or the applicant.

#### **10.1.5 Fingerprinting and Background Screening**

- (A) **Pre-Employment Background Screening and Hiring Restrictions.** Pursuant to state law, instructional and non-instructional personnel who are hired or contracted to fill positions in the School shall undergo background screening as required under F.S. 1012.465 or 1012.56, whichever is applicable. Charter school applicants shall not be employed until their fingerprints have been submitted to the Florida Department of Law Enforcement (FDLE) and the Agency for Health Care Administration (AHCA) for a determination of employment eligibility through the Care Provider Background Screening Clearinghouse ("Clearinghouse").
- (B) **Employment Eligibility Documentation.** Confirmation of employment eligibility must be kept on file at the charter school site for audit purposes and made available to the Sponsor upon request.
- (C) **Cost Responsibility.** The School or the applicant shall bear any, and all costs associated with the required fingerprinting and Level 2 background screening.
- (D) **Rescreening Requirements.** The School must comply with all rescreening requirements set forth in law. Instructional and non-instructional personnel who are hired or contracted to fill positions in a charter school and members of the governing board of such charter school in compliance with F.S. 1002.33(12)(g), upon employment, engagement of services, or appointment, shall undergo background screening as required under F.S. 1012.465 or 1012.56, whichever is applicable.
- (E) **Screening of Volunteers.** The School shall implement policies and procedures for background screening of all prospective school volunteers and mentors prior to their participation in any volunteer activities. All volunteers must be screened and cleared prior to participating in any activities. Any and all visitors or guests to the School while students are on

campus must be screened and/or escorted by a staff member who is Level 2 screened.

- (F) **Noncompliance.** Non-compliance may result in withholding of FTE payments, without interest and may constitute good cause to terminate this Contract.

#### **10.1.6 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 or contract with 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 or 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 FDOE.

### **10.2 Employment Practices**

#### **10.2.1 Prohibition and Disclosure of Employment of Relatives**

The School and its employees shall comply with Section 1002.33(24), F.S. The School shall make 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 Section 1002.33(7)(a)18.

#### **10.2.2 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.

#### **10.2.3 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.

#### **10.2.4 Code of Ethics**

The School shall require that its employees abide by the Principles of Professional Conduct for the Education Profession in Florida (Appendix X). 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 Section 1002.795, F.S.

**10.2.5 Personnel Policy**

The School shall comply with its Governing Board’s Personnel Policy (Appendix Y) for selecting and employing personnel.

**10.2.6 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.

**10.2.7 Immigration Status**

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

**10.2.8 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.

**10.2.9 Employee Evaluation**

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

**10.2.10 Anti-Discrimination**

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

**10.3 Reporting Staffing Information**

- (i) The School shall provide the Sponsor with the names and social security numbers of all employees of the School prior to state reporting deadlines. The Sponsor shall comply with all public record law exemptions including the release of social security numbers. The School shall disclose to the parents the qualifications of its teachers in the manner required by law.
- (ii) The School shall provide the Sponsor with the name and employee number of any employee receiving a position change and/or job title.
- (iii) Upon written request, the School shall provide the Sponsor copies of monthly payroll rosters. 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.
- (iv) 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.

- (v) Within three (3) business days from the staff member's separation, the School shall update the designated charter school employee management system to indicate a staff member is no longer employed at the School .
- (vi) The school shall 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 under ESSA.

#### **10.4 Sponsor Training of School's Employees**

##### **10.4.1 Federally Funded Training**

The Sponsor shall provide federally funded professional development activities to the School's employees at no cost to the School.

##### **10.4.2 Non-Federally Funded Training**

The Sponsor shall provide professional development activities to the School's 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 AND DOCUMENTS**

The School shall submit all reports and documents either required by this Contract or upon written request by the Sponsor, including those outlined in this section as necessary and consistent with applicable law.

#### **11.1 Finance-related Submissions**

- (i) Annual School Budget
- (ii) Annual Unaudited and Audited Financial Statement
- (iii) Audited Financial Letter
- (iv) Charter Electronic Fund Transfer Authorization
- (v) Charter Schools Program Cost Report
- (vi) Designation of Certified Public Accountant (CPA)
- (vii) Final Expenditure Report for Salary Increase Allocation
- (viii) Financial Reports, per State Board of Education Rule (*monthly, or quarterly if the school is designated High-Performing pursuant to Section 1002.331, F.S.*)
- (ix) Florida Disaster Relief Payment – Attestation
- (x) FTE Student Membership Reporting
- (xi) List of School Grants and Evidence of Participation in Grants Management Training
- (xii) Mental Health Assistance Allocation Expenditures Report
- (xiii) Preliminary Detailed Teacher Salary Increase Allocation Expenditure Report

- (xiv) Referendum Funds Expenditure Reports
- (xv) Revised Referendum Expenditure Report
- (xvi) SAFE Schools and Additional School Resource Officer Funds Programs Expenditures
- (xvii) Teacher Salary Increase Allocation Plan

**11.2 Facility-related Submissions:**

- (i) Asbestos Hazard Emergency Response Act
- (ii) Certificates of Insurance
- (iii) Certificate of Occupancy
- (iv) Certificate of Use
- (v) Fire Safety Permit
- (vi) Health Permit
- (vii) Occupational License
- (viii) Property Lease/Deed/Space Usage Agreement and Evidence of Student Facility Capacity
- (ix) School Hardening Needs Request

**11.3 Academic-related Submissions:**

- (i) Annual Academic Goals
- (ii) Comprehensive Evidence-based Reading Plan (CERP) *(if different from the District)*
- (iii) Out of Field Assignments – All Subject Areas
- (iv) Parent/Student Handbook and Parent Contract
- (v) School Improvement Plan *(if required)*
- (vi) Student Progression Plan *(if different from the District's)*

**11.4 Safety-related Submissions:**

- (i) Active Assailant Response Plan
- (ii) Alyssa's Alert Contractor Selection Form
- (iii) Annual Emergency Drill Calendar
- (iv) Annual Safe School Officer Attestation
- (v) Charter School Reunification Attestation
- (vi) Charter School Safety and Security Requirement: Assurances
- (vii) Charter School Safety Plan and Policies
- (viii) Charter School Threat Management Team
- (ix) Dismissal Policies and Procedures per Section 1002.33(7)(a)7., F.S. *(if applicable)*
- (x) Mandatory Staff Training on Emergency Procedures
- (xi) Evidence of School Safety Training
- (xii) Evidence of SESIR Training

- (xiii) Evidence of Youth Mental Health Awareness Training
- (xiv) Florida Harm Prevention & Threat Management Mandatory Model Process
- (xv) Mental Health Plan
- (xvi) Monthly Emergency Drills

**11.5 Governance-related Submissions:**

- (i) Certificates of Approved Governing Board Training
- (ii) Charter School By-Laws
- (iii) Charter School Policies and Procedures Attestation
- (iv) Employee Handbook
- (v) Fictitious Name Registration
- (vi) Governing Board Meeting Agenda and Minutes
- (vii) List of Official Governing Board Members
- (viii) Management Company/Educational Service Provider (ESP)
- (ix) Policies and Procedures of the School (*when requested*)

**11.6 Administrative-related Submissions:**

- (i) Annual Charter School Accountability Report
- (ii) Articulation Agreements
- (iii) Bell Schedule
- (iv) Charter School Renewal Packet (*renewing schools*)
- (v) Code of Student Conduct (*if different from the District*)
- (vi) Controlled Open Enrollment Policy
- (vii) Food Service Provider Form
- (viii) Property Inventory Report (*capital purchases with public funds*)
- (ix) School Calendar (*if different from the District*)
- (x) School Fee Schedule
- (xi) Student Admissions Application
- (xii) Student/Parent Contract (*if applicable*)
- (xiii) Student/Parent Handbook
- (xiv) Transportation Provider and Routes

**SECTION 12: MISCELLANEOUS PROVISIONS**

**12.1 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.

## **12.2 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.

## **12.3 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.

## **12.4 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 it is signed by both parties. No waiver or relinquishment of any right or privilege applicable under law shall be deemed to have been made unless the right or privilege is expressly described in a writing and signed by the party waiving or relinquishing the right or privilege.

## **12.5 Default Including Opportunity to Cure**

After written notice of default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have an opportunity to cure.

## **12.6 Survival Including Post-Termination**

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

## **12.7 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.

## **12.8 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 at the

School.

## **12.9 Choice of Law, Venue, and Jury Waiver**

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. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury, unless otherwise provided by law.

## **12.10 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.

## **12.11 Conflict/Dispute Resolution**

### **12.11.1 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 Z), or the procedure in Section 1002.33(7)(b) F.S., as applicable. This provision does not apply to non-renewals or terminations.

### **12.11.2 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.

The school shall have in place procedures that comport with 6A-6.0791, Special Magistrate for Unresolved Student Welfare Complaints at Charter Schools.

### **12.11.3 Contractual Priority**

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

## **12.12 Conflict Between Charter and Florida Law**

In any case where this Charter conflicts with Florida law, the terms of the applicable statute or rule will control over the charter.

### **12.13 Citations**

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time. The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing. If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

### **12.14 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.

### **12.15 M-DCPS Police**

M-DCPS School Police may accompany District officials in executing the Sponsor's official business.

### **12.16 Interpretation**

This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

### **12.17 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, read receipt, and/or 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:

Mater Academy, Inc.  
Att: Governing Board Chairperson  
17300 NW 87 Ave.  
Hialeah, FL 33015

Mater Lakes Academy High School (MSID 7018)  
Att: Principal  
17300 NW 87 Ave.  
Hialeah, FL 33015

The School Board of Miami-Dade County, Florida  
Attn: Superintendent  
1450 NE 2nd Avenue, Suite 931

Miami, FL 33132-1308

For all email communications: superintendent'soffice@dadeschools.net

And copies of all Notices to:

Charter School Compliance and Support

Attn.: Assistant Superintendent

1450 NE 2nd Avenue, Suite 802

Miami, FL 33132-1308

For all email communications: dmgonzalez@dadeschools.net

Clerk of the School Board

1450 NE 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.

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

MATER ACADEMY, INC. d/b/a  
MATER LAKES ACADEMY HIGH SCHOOL (MSID 7018)

_____	_____	_____
Board Chair	Signature of Board Chair	Date

ATTESTED:

_____	_____	_____
Board Secretary	Signature of Board Secretary	Date

THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

_____	_____	_____
Maria Teresa Rojas School Board Chair	Signature of School Board Chair	Date

ATTESTED:

_____	_____	_____
Superintendent or Designee	Signature of Superintendent or Designee	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____	_____	_____
Walter J. Harvey General Counsel	Signature of General Counsel	Date

**CHARTER SCHOOL CONTRACT**  
**BETWEEN**  
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**MATER ACADEMY, INC.**  
**d/b/a**  
**MATER LAKES ACADEMY MIDDLE SCHOOL (MSID 6033)**  
**f.k.a**  
**Mater Academy Lakes Middle School**

**Third Amendment to First Renewal to the Charter Contract**

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**History:**

Contract: June 14, 2006

1<sup>st</sup> Amendment: August 1, 2007 *[To add a campus located at 10505 N.W. 80<sup>th</sup> Avenue, Hialeah Gardens, Florida 33016.]*

CRC: May 22, 2008

2<sup>nd</sup> Amendment: June 19, 2008 *[To (i.) add a permanent facility located at 17300 N.W. 87<sup>th</sup> Avenue, Hialeah, Florida 33015; and (ii.) delete a facility located at 5875 N.W. 163<sup>rd</sup> Street, Miami Lakes, Florida 33014].*

CRC: No CRC required, pursuant to School Board Policy 9800, *Charter Schools.*

3<sup>rd</sup> Amendment: June 23, 2016 *[To extend the original contract ending on June 30, 2016 for two (2) additional months until such time that the program review for Renewal is complete.]*

CRC: June 24, 2016

1<sup>st</sup> Renewal: July 14, 2016 *[To negotiate, under Section 1002.331(3), F.S., **High-Performing Charter Schools**, a 15-year term renewal, commencing with the 2016-2017 school year and ending on June 30, 2031.]*

CRC: June 16, 2017

1<sup>st</sup> Amend. to 1<sup>st</sup> Ren.: July 12, 2017 *[To add an additional land parcel located at 17200 NW 87<sup>th</sup> Avenue, Miami, Florida 33015 (Partial use of Folio No. 30-2009-001-0540) to be used as a 50-foot pedestrian walkway to connect the two existing addresses in the current charter contract, commencing with the 2017-2018 school year.]*

CRC: No CRC required. Authorized by the School Board at the May 19, 2021, School Board Meeting (Agenda# 066).

2<sup>nd</sup> Amend. to Ren: May 19, 2021 *[To allow the school to receive their Tit/e 11 funds, on a reimbursement basis, in lieu of services provided by the District; pursuant to s.1002.33 (17)(c) FS.]*

CRC: March 17, 2026

3<sup>rd</sup> Amend. to Ren.: April 22, 2026 *[To change the school's name from Mater Academy Lakes Middle School to Mater Lakes Academy Middle School effective July 1, 2026, and expiring on June 30, 2031.]*

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**MATER LAKES ACADEMY MIDDLE SCHOOL (MSID 6033)**  
**f.k.a Mater Academy Lakes Middle School**  
**Third Amendment to the Renewal Charter School Contract**

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## APPENDICES

- Appendix A\*** Official Charter School Application or Renewal Packet (*if applicable*)
- Appendix B** School Board Policy 9800 - *Charter School*  
<https://go.boarddocs.com/fl/sbmd/Board.nsf/Public?open&id=policies#>
- Appendix C\*** School's Alternative Comprehensive Evidence-Based Reading Plan (*if applicable*)
- Appendix D** 2024-2025 Student Progression Plan (SPP)  
[https://api.dadeschools.net/WMSFiles/10/links/2024-2025\\_SPP%20Published%20Document.pdf](https://api.dadeschools.net/WMSFiles/10/links/2024-2025_SPP%20Published%20Document.pdf)
- Appendix E\*** School's Alternative Student Progression Plan (*if applicable*)
- Appendix F** District English Language Learners (ELL) Plan  
[https://api.dadeschools.net/WMSFiles/181/pdf/compliance/Approved\\_District\\_ELL\\_plan\\_2022-2025.pdf](https://api.dadeschools.net/WMSFiles/181/pdf/compliance/Approved_District_ELL_plan_2022-2025.pdf)
- Appendix G\*** School's Alternative English Language Learner Plan (*if applicable*)
- Appendix H** Exceptional Student Education Policies and Procedures (SP&P)  
<http://ehandbooks.dadeschools.net/policies/149.pdf>
- Appendix I\*** Budget for Initial Year of Operation Based on Minimum Enrollment (*if applicable*)
- Appendix J** Student Code of Conduct  
<http://ehandbooks.dadeschools.net/policies/90/>
- Appendix K\*** School's Alternative Student Code of Conduct (*if applicable*)
- Appendix L\*** School's Student/Parent Contract (*if applicable*)
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- Appendix O** Miami-Dade County Public Schools Division of Student and Family Support Programs/Title I Administration Procedures Manual 2024-2025  
<https://ehandbooks.dadeschools.net/policies/135.pdf>
- Appendix P\*** Annual Budget Based on Enrollment Projections
- Appendix Q\*** Initial Year of Operation, Budget Based Upon Minimum Enrollment (*if applicable*)
- Appendix R** 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 S** Rules of the Auditor General, Chapter 10.850  
[https://flauditor.gov/pages/pdf\\_files/10\\_850.pdf](https://flauditor.gov/pages/pdf_files/10_850.pdf)

- Appendix T\*** Contract for Services between the ESP and the Governing Board
- Appendix U\*** Bylaws of the Governing Board
- Appendix V\*** Articles of Incorporation
- Appendix W** School Board Policy 1124 - *Drug-Free Workplace*  
<https://go.boarddocs.com/fl/sbmd/Board.nsf/Public?open&id=policies#>
- Appendix X** Principles of Professional Conduct for the Education Profession in Florida  
<https://www.fldoe.org/teaching/professional-practices/code-of-ethics-principles-of-professio.stml>
- Appendix Y\*** School's Personnel Policy
- Appendix Z** Dispute Resolution Procedures
- Appendix AA** District's Pre-Opening Checklist
- \*Indicates appendices provided by the School.*

## **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.

**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 (M-DCPS), the school district for Miami-Dade County as referenced in Art. IX, Section 4, Florida Constitution.

**DSIS** shall mean the District's student information system.

**FDOE** shall mean the Florida Department of Education.

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

**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** shall mean the student has completed the School's registration/enrollment procedures.

**School** shall mean the contracting party or legal entity d/b/a.

**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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**Mater Lakes Academy Middle School (MSID 6033)**  
**f.k.a Mater Academy Lakes Middle School**  
**Third Amendment of the Renewal Charter School Contract**

**SECTION 1: GENERAL PROVISIONS**

This Third Amendment to the Renewal Charter School Renewal (Contract or Charter) entered into as of the 22<sup>nd</sup> day of April 2026, between The School Board of Miami-Dade County, Florida, (Sponsor or School Board), and Mater Academy, Inc., a non-profit corporation organized under Chapter 617, F.S., d.b.a., Mater Lakes Academy Middle School (School). This Contract is limited to the Corporation's Mater Lakes Academy Middle School (MSID 6033). This Contract shall become effective on the date it is approved by both parties.

**1.1 Approved Application**

The official Charter School Application/Renewal Packet was approved by the School Board on August 14, 2006, and is attached hereto as Appendix A. All attached appendices are incorporated by reference and constitute part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

**1.2 Term of Charter**

The term of the current Charter Contract is fifteen (15) years, it commenced on July 1, 2016, and will expire on June 30, 2031. The initial contract was approved on June 14, 2006, and amended on August 1, 2007, June 19, 2008, and June 23, 2016. The contract was first renewed on June 14, 2016, and the renewal contract was amended on July 12, 2017, and on May 19, 2021. 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 Florida Department of Education (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 all in accordance with Section 1002.33(7)(b), F.S. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

**1.2.1 Start-Up Date and School Calendar**

(A) **School Opening Date.** For the first year of operating under this Charter, the School shall begin classes on the same day as the Sponsor or at such other time as otherwise determined by the Governing Board. The School cannot open absent submission of all required documents listed in the District's Pre-Opening Checklist (Appendix AA). Pursuant to law, the School may

defer the opening of its operations for up to three (3) years to provide time for adequate facility planning. A charter school that elects to defer opening must provide written notice of such intent to the Sponsor and the parents of enrolled students at least thirty (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 school. The first two (2) planning years will extend the term of this Contract. By March 1st of the year they were approved to open, a charter school that indicates they will defer opening must provide the District with a proposed opening date and a status report to include a timeline of all key operational items and milestones. The charter school shall continue to provide periodic status reports and make allowances for site visits. Failure to open the School after all available deferral years will result in automatic rescission of the contract with notice to the School but with no further action required of the Sponsor.

- (B) **Academic Calendar.** 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 differs from the Sponsor's public-school calendar, including the instructional days, the School shall provide reasonable notice and submit the proposed calendar to the Sponsor and parents of enrolled students prior to the start of the school year. Any calendar changes that differ from the Sponsor's calendar, must be provided upon request to the Sponsor prior to implementation. Calendar modifications may incur a processing fee at a rate no greater than the Sponsor's actual cost.
- (C) **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 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 ninety (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.

### 1.2.2 Charter Modification

This Contract may not be modified unless approved by both parties in writing pursuant to School Board Policy 9800, *Charter Schools* (Appendix B). No contract modification shall be enforceable unless it is in writing and approved by both the

Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to 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*, to the extent School Board Policy does not limit or conflict with the statutory provisions of F.S. 1002.33 and/or 1002.331. In the event of a conflict between School Board Policy and the statute, the statute will prevail. The Sponsor may not require the School to waive the provisions of s. 1002.331, F.S., or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), F.S., as a condition of approval or renewal of the Charter.

### 1.2.3 Charter Renewal

- (A) **Renewal Notice.** This Charter may be renewed as provided for in Section 1002.33, or 1002.331, F.S. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes.
- (B) **Renewal Review and Evaluation.** Prior to renewal of this Charter, the Sponsor shall perform a review to determine the level of success of the School's educational program, organizational performance, financial performance and achievement of the goals and objectives required by State accountability standards and successful accomplishment of the criteria under Sections 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 ninety (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.
- (C) **Renewal Packet Submission.** Any charter school seeking renewal shall complete a Charter Renewal Packet as provided by the Sponsor's renewal process in Policy 9800 in effect as the date of this charter. In the event of any revision to policy 9800, the policy in effect at the time the charter was executed shall remain in effect until the revisions to the policy are mutually agreed upon in writing.

- (D) **Renewal Term and Approval.** 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.
- (E) **Periodic Review and Evaluation:** The Sponsor may annually evaluate the School on its performance and progress meeting the standards and targets included in this charter, including academic achievement goals established by the school pursuant to this charter. If the term of this Charter exceeds five years, the Sponsor may conduct a High-Stakes Review not more often than once every five years or upon renewal and shall transmit the findings of the review to the Governing Board of the School.

### 1.3 Termination or Non-Renewal

This Contract may be terminated or non-renewed during its term for any cause of termination or non-renewal identified in section 1002.33 which is not cured within thirty (30) days after notice and reasonable opportunity to cure, except for deficiencies regarding immediate threats to student and staff health, safety and welfare which must be cured immediately, and where it is not possible to cure within the time required herein, the School will present to the Sponsor and diligently follow a plan and schedule in which to cure any deficiency as soon as reasonably possible. Notices of non-compliance, non-renewal, or termination, cancellation and default must comply with the requirements set forth in section 1002.33 and as otherwise required by law.

#### 1.3.1 Causes for Termination or Non-Renewal.

The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in Section 1002.33, F.S.

- (i) 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 established by the school pursuant to this Charter;
- (ii) failure to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to s. 1002.345, F.S.;
- (iii) material violation of law;

- (iv) if insufficient progress has been made in attaining the student achievement objectives of the charter and if it is not likely that such objectives can be achieved before expiration of the charter;
- (v) if the School earns two consecutive grades of “F” after all school grade appeals are final except as otherwise provided in Section 1002.33(9)n3, F.S.
- (vi) failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance.

### **1.3.2 Causes for Immediate Termination**

Pursuant to Section 1002.33(8)(c), this Charter may 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 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.

### **1.3.3 Procedures for Termination or Non-Renewal**

- (A) **Sponsor Notification Responsibilities.** The Sponsor shall notify the School’s Governing Board and principal in writing at least ninety (90) days prior to non-renewing or terminating the Contract. The notice shall comply with the requirements of Section 1002.33(8), F.S., state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may request a hearing within fourteen (14) calendar days of receiving the notice.
- (B) **Hearing Request.** The School’s Governing Board may request an administrative hearing before the Florida Division of Administrative Hearings (DOAH). This request must be authorized by a vote of the Governing Board and be submitted pursuant to the notice provisions of this charter. Minutes or an adopted resolution documenting the action must be submitted with the request. The School shall file the request with the School Board Clerk pursuant to School Board Policies 0133, *Quasi-Judicial*, 9800, *Charter Schools*, 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. For purpose of notice, the Charter School’s Governing Board is the last roster submitted by the School to the Sponsor.

- (C) **Continued Operations During Proceedings.** 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.
- (D) **Expenditures.** Upon notification of non-renewal 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.

#### 1.3.4 Procedures for Immediate Termination

- (A) **Sponsor Notification Responsibilities.** The Sponsor’s determination is subject to the procedures set forth in section 1002.33(8)(b), F.S. Upon immediate termination, the Sponsor shall notify the School’s Governing Board chair, principal, and the FDOE in writing, clearly identifying the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable, and detailing the specific facts and circumstances demonstrating the existence of such danger, explaining why the danger is likely to continue, and stating why immediate termination of the Charter is necessary to protect the health, safety, or welfare of the students, pursuant to Section 1002.33(8)(c), F.S.
- (B) **Hearing Request.** The Sponsor’s determination is subject to the 90-day termination procedures in section 1002.33(8)(b), F.S. Upon receiving written notice from the Sponsor, the Charter School’s Governing Board has ten (10) calendar days to request a DOAH hearing. The hearing may take place after the charter has been terminated.
- (C) **Operation of the School.** The School shall continue to operate the school throughout the pendency of the hearing (including any related appeals) as provided for in s. 1002.33(8)(d), F.S., unless the continued operation of the School would materially threaten the health, safety of welfare of the students. Pursuant to s. 1002.33(8)(c), F.S., 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. If the School has no facility at the time of termination, the Sponsor is not obligated to operate the School.

- (a) **Access to Records and Facilities.** Upon immediate termination, the School shall immediately provide the Sponsor access to the School’s facilities along with security system access codes and access codes for all School-owned or leased computers, software, networking, switching and all other technical systems in the School’s facilities or remotely located areas serving the School, and shall make accessible to the Sponsor all student, educational, operational, and administrative records of the School including those held by third parties. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records, information, receipts and documentation for all expenditures of public funds, including the location of the public funds, held by the School, including but not limited to Federal grants such as Title I and charter school grants, and grant the Sponsor access to the School’s public funds, storage facilities, and all public property. In the event the Sponsor obtained an injunction to enjoin continued operation of the School, the Sponsor shall assume operation of the School. Failure by the Sponsor to assume and continue operation of the School, where the Sponsor had the obligation to operate the School, shall result in the awarding of reasonable costs and attorney’s fees to the School if the School prevails on appeal. If the Sponsor obtained an injunction to enjoin operation of the school and therefore assume operation of the School and the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School’s facility. In that case, the School’s Governing Board shall resume operation and oversight of the School.
- (b) **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, after being awarded an injunction, at the Sponsor’s option but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the

Sponsor or its entity, and the School, agree otherwise. The Sponsor may take any appropriate personnel action regarding the School's employees and will give notice to the School before taking any such action.

- (c) **Disbursement of Funds.** The Sponsor shall not disburse school funds except 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.

### **1.3.5 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 the 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, except by the Governing Board and in accordance with law. Additionally, all post-termination provisions incorporated in this Contract shall apply.

### **1.3.6 Removal of Public Property**

Upon notice of termination or non-renewal, the School shall not remove any public property, as defined by law, from the premises without written Sponsor approval, except in the ordinary course of the School operations so as not to disrupt the continuity of instruction.

## **1.4 Post-Termination Provisions**

### **1.4.1 Dissolution of School**

The School shall be dissolved under the provisions of law under which the School was organized. 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.

### **1.4.2 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 have been satisfied by the Sponsor. In no event shall the District be responsible under any assignment of a lease to the Sponsor for any debts or obligations of the School arising under that lease and incurred prior to such assignment.

#### **1.4.3 Leases with the District**

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.

#### **1.4.4 Student Transfers and 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 shall be transferred immediately to the receiving school or to the Sponsor in accordance with law and School Board Policy 9800.

#### **1.4.5 Disposition of Assets and Unencumbered Funds**

In the event the School is dissolved or is otherwise terminated, all sponsor property and improvements, furnishings and equipment purchased with public funds shall automatically revert to full ownership by the sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved, and proper distribution of the property is determined. 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 (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.

#### **1.4.6 Final Audit**

Pursuant to s. 1002.33, F.S., upon notice of non-renewal, closure, or termination, an independent audit shall be completed within thirty (30) days to account for all public funds and assets. During the fiscal year in which termination or non-renewal occurs, the School may commission and pay for a final independent financial audit of the School. In the event the School does not elect to commission an independent

audit upon notice of non-renewal, closure, or termination, 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 previously approved by the school absent good cause not to do so.

## **1.5 General Statutory Requirements**

### **1.5.1 Non-Discrimination**

The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by all applicable Federal, State and local laws, rules, regulations and court orders directed to the School as a party and subject to all rights and appeal. The School shall designate a Title IX Coordinator as required by law 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.

### **1.5.2 Compliance**

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

## **SECTION 2: EDUCATIONAL PROGRAM**

### **2.1 Academic Accountability**

#### **2.1.1 Incoming Baseline Standard of Student Academic Achievement**

The School will establish the current incoming baseline standards of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Contract, in a format provided by the Sponsor.

#### **2.1.2 Academic Student Performance Data**

By September 15 of each year, the Sponsor shall provide the School with 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 s. 1002.33(7)(a)3., Florida Statutes.

### **2.1.3 Academic Progress Rates for Comparable Student Populations**

By September 15 of each year, the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:

- i. Students scoring a level 1 on prior year assessment
- ii. Students scoring a level 2 on prior year assessment
- iii. Students scoring a level 3 or higher on prior year assessments
- iv. Students with disabilities
- v. English Language Learners

### **2.1.4 Academic Achievement Goals**

- (A) First Year of Operation.** By October 15 of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
- (B) Subsequent Charter Years.** By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in this Contract. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
- (C) Sponsor Review.** The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals, it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt, the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals, either party may request mediation pursuant to Section 1002.33(6), F.S. The goals may be adjusted at any time upon mutual written consent of both parties.

- (D) **Governing Board Approval.** The School’s Governing Board shall review and approve the goals and objectives prior to its final submission. Minutes documenting approval must be taken and posted on the School’s website pursuant to Section 1002.33(9)(p)1.
- (E) **Performance Reporting.** Annually, the School shall report its performance against the academic goals in the format requested by the Sponsor. The School agrees to allow the Sponsor reasonable access to its facilities and records to review its data sources 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 this Charter, and as required by Sections 1008.31 and 1008.345, F.S. upon reasonable notice and in a manner so as to reasonably minimize disruption to students and school operations. Furthermore, the School shall allow the Sponsor to collect data through other means such as survey 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. If the School falls short of the academic achievement goals set forth under the provisions of this Charter, the Sponsor shall report such shortcomings to the School’s Governing Board and FDOE. The School and Sponsor may agree to adjust the goals through the same process set forth in this Section.

## 2.2 Performance Improvement Requirements for Low-Performing Schools

### 2.2.1 School Improvement Plan (SIP)

- (A) **Schools that Earn a Grade of “D” or “F.”** Pursuant to Section 1002.33(9), if the School earns a grade of “D” or “F,” the director and a representative of the Governing Board must appear before the Sponsor to present information regarding contract components with noted deficiencies. The Governing Board representatives must submit a SIP to the Sponsor for approval, outlining strategies to improve student performance and begin implementation of the SIP upon the Sponsor’s approval.
- (B) **Schools Identified for Support by the FDOE.** If the School is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of schools for comprehensive support and improvement (CS&I), additional targeted support and improvement (ATSI), or targeted support and improvement (TS&I), it must develop and implement a SIP approved

by the Governing Board and the Sponsor. Upon approval by the Sponsor, the school shall implement the SIP, as required by law.

- (C) **Posting and Monitoring of Approved School Improvement Plans.** Minutes documenting SIP approval must be posted on the School’s website pursuant to Section 1002.33(9)(p)1., F.S. The Governing Board shall monitor the implementation of the SIP.

### 2.2.2 Corrective Actions

- (A) **Selection of Corrective Actions.** If the School earns three consecutive grades below a “C,” the School’s Governing Board must select and implement one of the following corrective actions:
- (i) Contract with an outside entity to provide educational services directly to students, instructional personnel, and school administrators, as prescribed by State Board of Education rules.
  - (ii) Contract with an external organization with a demonstrated record of effectiveness to operate the school.
  - (iii) Reorganize the school under new leadership, such as a new director or principal, who is authorized to hire new staff.
  - (iv) Voluntarily close the charter school.
- (B) **Implementation Timeline.** The selected corrective action must be implemented during the school year immediately following the receipt of the third consecutive grade below a "C." If the School improves to a grade of "C" or higher, the corrective action is no longer required. However, the School must continue implementing the strategies outlined in its school improvement plan, subject to annual monitoring by the Sponsor.
- (C) **Waiver and Termination.** The Sponsor may waive the corrective action annually if it determines that the School is likely to improve its grade with additional time to implement strategies outlined in the school improvement plan. However, a school earning two consecutive grades of “F” is subject to immediate interventions provided by law.
- (D) **Selection of a New Corrective Action.** If the School fails to improve to a grade of “C” or higher after two full school years of implementing a corrective action, the Governing Board must select a new corrective action to begin the following school year unless the Sponsor determines that additional time is likely to result in the School achieving a “C” or higher under the existing corrective action.
- (E) **Immediate Interventions.** Notwithstanding this subparagraph, a school earning two consecutive grades of “F” while implementing a corrective

action is subject to immediate interventions under Section 1002.33(9)(n)3, F.S.

## **2.3 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 upon between the School and the Sponsor.

### **2.3.1 State Required Assessments**

All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

### **2.3.2 Additional Assessments**

Students may participate in any or all District assessment programs in which the Sponsor's students in comparable grades or schools are required to participate and shall participate in any other assessments to the extent described in the Application. The School will select and implement its own progress monitoring tools and assessments as required by statute. The School shall be responsible for the costs of additional assessments, including District assessments that are not required by law or this Charter (except those developed with federal funds or those developed using the Florida's Item Bank and Test Platform) and progress monitoring tools unless the Sponsor is required, by law, to be responsible for the costs.

### **2.3.3 Advanced Academic Program Assessments**

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 official assessment results to the Sponsor.

### **2.3.4 Preliminary Scholastic Aptitude Test (PSAT)**

If the School offers the PSAT, it 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.

### **2.3.5 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.

### **2.3.6 Test Administration, Security, and Support**

The School shall designate a School Assessment Coordinator from the School who 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. Within 5 business days, the School shall notify the Sponsor of any change in the designated School Assessment Coordinator. The School shall require all School personnel involved with any aspect of the testing process to abide by State and Sponsor policies, procedures, and standards regarding applicable 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 the applicable School staff all services or 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 all at no cost to the School. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration if the Sponsor reasonably deems it necessary and in a manner so as to minimize disruption to students and school operations in accordance with established monitoring protocols.

### **2.3.7 Reports**

The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District. 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.

### **2.3.8 Technology Infrastructure**

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

## **2.4 Curriculum**

### **2.4.1 Implementation**

The School shall implement its educational and related programs as specified in its School Board-approved Application (Appendix A). Any material changes to the education program or curriculum as described in the approved Application or

Charter require Sponsor approval, including instructional methods, distinctive instructional techniques, and technologies to enhance educational performance. These technologies must promote safe, ethical, and appropriate use in compliance with legal and professional standards.

#### **2.4.2 Material Changes**

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 School Board approved Charter School 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.

#### **2.4.3 Instructional Materials**

The School shall provide each student with current instructional materials in each core course. The School shall provide adequate technological infrastructure to support and deliver all digital instructional materials. Furthermore, 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.

#### **2.4.4 Comprehensive Evidence-Based Reading Plan**

The School will adopt and implement with fidelity, the Sponsor's Comprehensive Evidence-Based Reading Plan (CERP), and Rule 6A-6.053, F.A.C., including all instructional materials which are the responsibility of the School to procure unless it has chosen to use an alternate research-based core reading plan. Annually, the School shall determine whether to adopt the Sponsor's CERP. If the School elects to develop its own CERP, it must submit its CERP, approved by its Governing Board, to the Sponsor by July 15 and meet the requirements of all applicable law. If the School has elected to implement an alternate research-based core reading plan, it is attached herein as Appendix C. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with Florida Standards and grounded in scientifically based reading research.

#### **2.4.5 Mathematics Curriculum and Support for Below-Level Students**

Pursuant to s. 1002.33, F.S., the School shall ensure that mathematics is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are performing below grade level, consistent with the requirements of Section 1002.33(7)(a)2.b., Florida Statutes.

## 2.5 Advanced Academics and Acceleration Options

### 2.5.1 Advanced Placement

The School shall advise each student of courses through which a secondary 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. Courses will be offered in accordance with the approved Application or Renewal Packet. To meet this requirement, each school that offers these options 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.

### 2.5.2 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) **Dual Enrollment Articulation Agreements.** If the School chooses to provide a DE 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 1st.
- (B) **Eligible Institutions.** Pursuant to Section 1011.62, F.S., an eligible college or university, which is not for profit, 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 DE 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.

- (D) **Fees.** If the School offers AP/IB/AICE/DE courses, it shall not charge any fees for participation, textbooks, instructional materials, or examinations for any AP/IB/AICE/DE courses in which students are enrolled.
- (E) **Professional Development.** If the School offers AP/IB/AICE/DE courses, it shall provide all AP/IB/AICE/DE teachers with training and professional learning opportunities as required by the AP/IB/AICE/DE syllabus.

## **2.6 Student Promotion and Graduation**

### **2.6.1 Student Progression Plan**

The School will adopt, and implement with fidelity, the Sponsor's student progression plan (Appendix D) in effect for the current operational year. If the School elects to develop and adopt its own plan, it must secure approval from its Governing Board before submitting the plan to the Sponsor for approval. Once approved, the plan shall be attached herein as Appendix E. If the School opts to develop and implement their own SPP, the School shall establish a policy for determining that a student has satisfied the requirements for graduation that is consistent with the provisions of Florida law and shall inform the Sponsor of this policy and/or any changes to a previously adopted policy at least one (1) month prior to the beginning of the school year. The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law.

### **2.6.2 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.

### **2.6.3 Graduation Requirements**

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

### **2.6.4 Accreditation**

Secondary schools shall notify the parent 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 ) and Parent/Student contract. The notification must also be prominently displayed at all times on the School's website.

## **2.7 English Language Learners**

### **2.7.1 Plan Adoption and Approval**

The School will adopt the District’s English Language Learners Plan (Appendix F) in effect for the current operational year, and which meets the requirements of the League of United Latin American Citizens (LULAC) et al. v. State Board of Education Consent Decree. If the School elects to implement its own plan, approved by its Governing Board, it is attached hereto as Appendix G. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

### **2.7.2 Services for English Language Learners**

Students at the School who are English Language Learners (ELL) will be served by English for Speakers of Other Languages (ESOL) endorsed or certified personnel. The School shall 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) and must timely cure any violation after written notice.

## **2.8 Exceptional Student Education**

### **2.8.1 Program Requirements**

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) (I) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. 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.

### **2.8.2 Non-Discrimination and Admission Procedures**

The School shall not discriminate against students with disabilities in placement, assessment, identification, selection, or admission. 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. After enrollment, any student who is suspected of having a disability must be referred for evaluation in accordance with 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.

### **2.8.3 Individualized Education Plans (IEPs) and 504 Plans**

The School shall conduct Individual Educational Plan (IEP) and 504 plan meetings for eligible students, to include an annual IEP or 504 meeting with the eligible student's family. 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 or 504 plan, which shall be provided within ten (10) days.

### **2.8.4 Student Placement and Referral**

If the School determines, 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 this Contract.

### **2.8.5 Civil Rights Complaints and Investigations**

If the School receives a complaint filed or becomes aware of an investigation with the U.S. Office of Civil Rights (OCR) 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 (except where to give such notice would violate the law or the directions of the investigating government entity). The School shall fully cooperate with the Sponsor during any investigation and/or proceeding by the 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 relief by OCR attributed to, caused by or through the fault of the School. Notwithstanding the aforementioned, the Sponsor shall assume or reimburse the costs attributable to, caused by or through the fault of the Sponsor, if any. Failure of the school to pay the costs, fees, reimbursements, and compensatory education within a reasonable time after the expiration or exhaustion of any appeals will result in the Sponsor deducting any amount owed from the School's FTE payments.

### **2.8.6 Sponsor Responsibilities**

The Sponsor shall provide ESE administration services to the School, pursuant to Section 1002.33, F.S.

- (A) Student Evaluations.** The Sponsor shall conduct all initial evaluations of students referred for potential Exceptional Student Education, Gifted, Section 504 eligibility, and for the re-evaluation of Exceptional Student Education students, in accordance with Federal and State mandates to determine whether a student is a child with disability under Section 300.8 of the IDEA. All requirements for Response to Intervention (RtI) 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) Initial LEA Representation.** 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) Compliance Monitoring.** 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 H). 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.

### 2.8.7 School Responsibilities

- (A) **Disability Disclosure and Placement Determination.** 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, and receipt of the IEP, EP, or Section 504 Plan, 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. 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. 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) **Student Support and Evaluation Protocols.** 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 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) **Delivery of Educational Services and Equipment.** 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) **Evaluations and Service Delivery.** The School shall conduct the evaluations of the School’s students referred for related services such as: Physical Therapy (PT), Occupational Therapy (OT), Speech and Language (SL), Nursing, Assistive Technology (AT) and Functional Behavior Assessment (FBA) services when these are being considered as a related service, with personnel qualified in accordance with State of Florida regulations and in accordance with Response to Intervention requirements. Notwithstanding the aforementioned, the School shall not be responsible for initial evaluations included under Exceptional Student Education Eligibility Programs, as defined by the IDEA. If the student is determined eligible for these services and they are added to the student’s IEP or Section 504 Plan as a related service, the School shall be responsible for the provision or delivery of 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 a related service is being considered. 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, through electronic means, via video conferencing, 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 to the school’s Related

Service Providers at no cost to the school. The school is responsible for compensating its externally contracted service providers for their attendance at such trainings. The Sponsor may conduct periodic reviews of the paperwork prepared by the service providers providing services to such students.

- (E) **Independent Educational Evaluations.** 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 this Contract.
- (F) **Compliance with IDEA, Section 504, and EP Regulations.** 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) **Policy for Service Animal Requests.** The Governing Board shall adopt a policy and procedure for consideration of service animal requests made to the School.
- (H) **Least Restrictive Environment.** 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) **Professional Development Requirements.** 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) **Enforcement of Compliance.** 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.

### **2.8.8 Due Process and Dispute Resolution Procedures**

- (A) **Filing and Notification.** 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) **Review, Representation and Cost Responsibilities.** 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 the Sponsor’s legal counsel. Final decisions on legal strategies shall be made by the Sponsor’s attorney with meaningful consultation with the School, including giving school counsel the opportunity to review papers. The Sponsor’s legal counsel will represent the Sponsor on all claims brought by parents related to Sponsor completed evaluations referenced in this Contract. 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 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, and interpreter and all appeals for all matters attributed to, caused by or through the fault of the School. 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 for all matters attributed to, caused by or through the fault of the School; 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, for which the School is responsible, as set forth in this paragraph, and that remain unpaid 30 days after a written invoice to the School, may 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) **Participation in Resolution and Mediation Sessions.** 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) **Post-Mediation Recommendations and Cost Responsibilities.** 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 this Contract.

**(E) Resolution and Advancement of Due Process Hearings.** 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. 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 this Contract 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.

#### **2.8.9 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.

#### **2.8.10 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.

### **SECTION 3: ENROLLMENT AND STUDENT SERVICES**

#### **3.1 Grades Served**

The School is authorized to serve Grades 6-8

#### **3.2 Recruitment and Admissions**

##### **3.2.1 Recruitment**

The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools. The School may recruit throughout all segments of the community and provide outreach materials in multiple languages appropriate to the geographical location of the Charter School

and shall proceed as described in its approved application. 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. 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.

### **3.2.2 Non-Discriminatory Admission and Non-Sectarian Policies**

The School shall be non-sectarian in its programs and admissions policies. The School shall be open to any student residing in Miami-Dade County and to students in other districts in accordance with the school's controlled open enrollment plan. Admission or dismissal must not be based on a student's academic performance except as authorized under s. 1002.33(10)(e)5, F.S. 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. subject to facility The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request, prior to enrollment or notice of acceptance, 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. 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. 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. may constitute good cause for termination of this Charter.

### **3.2.3 Lottery and Wait List Documentation**

The School shall describe in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize. 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 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 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:

- (i) 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;
- (ii) copies of student enrollment applications, any marketing materials, and all other enrollment materials;
- (iii) evidence of compliance with all policies, processes, and timelines approved by the Governing Board, and related to the application, lottery and wait list notification;
- (iv) evidence that the lottery process was posted on the School's website and clearly communicated to the public at large;
- (v) evidence that outreach materials have been communicated in multiple languages; and,
- (vi) 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.

#### **3.2.4 Articulation Agreements Between Charter Schools**

As required by State law, articulation agreements must be approved by the Sponsor prior to implementation. CSCS is authorized to approve articulation agreements that:

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

### **3.3 Enrollment**

#### **3.3.1 Preferences**

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.

#### **3.3.2 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. The 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. 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 or private 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.

### **3.3.3 Capacity and Class Size Requirements**

Following is the student enrollment breakdown:

Years 1-15    2016 – 2031    Grades 6-8, up to 900 students

The contract enrollment limit of 900 students may be increased up to **1,000 students** if the combined enrollment for the co-located school, Mater Lakes Academy High School (MSID 7018), does not exceed the maximum number of students permitted by the certificate of use permit.

The School shall comply with class size restrictions as required by law. 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)(h), F.S. The School shall not enroll students in excess of the physical capacity of the building except as otherwise provided by law for schools operating multiple sessions, in which case the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a high-performing school shall be determined by the Governing Board. No later than March 1st of each year, the School shall provide the Sponsor the proposed enrollment capacity for the subsequent school year. Monthly FTE payments shall be withheld, without interest, for students in excess of the School's annual enrollment capacity, as defined by the Contract.

### **3.3.4 Projections**

**(A) Preliminary Enrollment Projection.** If requested, no later than November 1st of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The preliminary projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

**(B) Final Enrollment Projection.** The Sponsor may request that the School provide final enrollment projections for the upcoming school year no later than July 15th of each year. Final enrollment is not annual capacity, but the school's projection of 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.

### **3.3.5 Minimum Enrollment Requirements**

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 this Charter, the School shall, upon written request by the Sponsor, submit a revised budget within thirty (30) days taking into account the reduced enrollment. 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. In the event the school fails to achieve the minimum enrollment by the October FTE reporting period, the school shall submit a revised, balanced budget and a realistic and reasonable cash flow statement within fifteen (15) calendar days following 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 I).

### **3.3.6 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 1st 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*, except that the Sponsor shall modify the charter within 90 days to include the new enrolment maximum and may not make any other change. Failure to provide timely notice to the Sponsor shall preclude the School from increasing enrollment or expanding grade levels for the upcoming academic year.

### **3.3.7 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.

### **3.3.8 Application and Enrollment Documentation**

The School must maintain appropriate enrollment and student application documentation.

## **3.4 Withdrawal Policies and Procedures**

### **3.4.1 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, except as authorized under 1002.33(10)(e)(5). The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor.

### **3.4.2 Voluntary Student Withdrawal**

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

## **3.5 Maintenance of 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, as applicable to the charter schools. The School shall maintain confidentiality of student records as required by Federal and State law.

### **3.5.1 Student Information System and Electronic Gradebook**

The School will use the Sponsor's electronic grade book system. The School shall use records and grade procedures that adequately provide the information required by law and the Sponsor. The School may use the Sponsor's electronic grade book system. If the School elects to use an alternative student information system and recording system, the system must comply with the State's reporting guidelines and be approved by the Sponsor. 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 (DSIS) for attendance and quarterly data entry for academic, effort, and conduct grades for students. Schools that opt to

use an alternative gradebook system will be required to provide some form of prior year electronic audit trail. ITS support will not be provided to schools that do not use the District's electronic gradebook system.

- (A) **Attendance.** The School must 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.
- (B) **Grades.** All quarterly, academic, effort, and conduct grades, shall be entered within fifteen (15) business days after the close of each grading period. For students who withdraw during the school year, academic, effort and conduct grades through the date of withdrawal at the time must be entered upon the student's withdrawal.
- (C) **Compliance with Reporting Requirements.** The school shall use records and grade procedures that comply with all applicable requirements and adequately provide the information reasonably required by the Sponsor.

### 3.5.2 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, subject to law. This report shall be transmitted each year prior to July 1st.

### 3.5.3 Transfer of Student Cumulative Records

- (A) **Students Transferring to a Public School within Miami-Dade County.** 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.
- (B) **Students Withdrawing to Non-Sponsor Schools.** 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 law and 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. Access to student records shall be provided to parents and/or eligible students in accordance with FERPA. The School may retain copies of the departing student's academic grades and attendance during the student's enrollment at the School.

### **3.6 Student Discipline and Conduct Policies**

#### **3.6.1 Code of Student Conduct**

The School will adopt and follow the Sponsor's Code of Student Conduct (COSC), attached as Appendix J. Any amendments to the Sponsor's COSC shall be reviewed by the School, within 60 days of notice to the School of the amendment, to determine if the School will adopt the amended COSC. If the School does not adopt the Sponsor's amended COSC, the School must disclose that the School no longer implements the Sponsor's COSC and will adopt its own COSC (Appendix K). The school's COSC must meet or exceed the minimum standards set forth in the Sponsor's COSC. Any provision of the COSC which is more stringent than the Sponsor's code of student conduct must align with the mission of the charter school and be acknowledged electronically or in writing by the parent. The Sponsor may review the code and offer recommendations. Any complaint or appeal related to the COSC must be resolved by the charter school's governing board using the board's established procedures and must be in compliance with applicable law and rules. During the period when a School's alternative COSC is awaiting governing board approval, the most current mutually agreed COSC shall apply.

#### **3.6.2 Disciplinary Policies and Compliance with Legal Requirements**

The School's policies for discipline, suspension, and recommendation for expulsion are described in the approved Application and in the School's Student/Parent Contract/Handbook (Appendixes L and M). The School must continue to follow all applicable Federal and State laws related to discipline of students with disabilities, including but not limited to Manifestation Determinations if required by the IDEA or Section 504.

#### **3.6.3 Incident Reporting**

If the School adopts the Sponsor's COSC, it will be required to timely and accurately submit documentation of all disciplinary actions into the District's Student Information System, using the Student Case Management procedures, as required by law. Additionally, the School will accurately report all SESIR incidents to the District within 3 business days of the occurrence.

### **3.6.4 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 students with disabilities.

### **3.6.5 Corporal Punishment**

The School shall not use corporal punishment.

### **3.6.6 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.

### **3.6.7 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.

## **3.7 Safety, Security and Mental Health**

### **3.7.1 School Safety Policies and Procedures**

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

- (i) Section 1006.12 F.S., relating to safe-school officers;
- (ii) Section 1006.07(2) F.S., relating to adopting all required components for a Code of Student Conduct;
- (iii) Section 1006.07(4)(a) F.S., relating to emergency drills;
- (iv) Sections 1006.07(4)(b), 1002.33(9)(r) and 1002.20(3)(1) F.S., relating to parental notification of threats, unlawful acts, and significant emergencies;
- (v) Section 1006.07(4)(c), and (f) F.S., relating to a mobile panic alert system;
- (vi) Section 1006.07(6) F.S., relating to safety and security best practices and adoption of an active assailant response plan;
- (vii) Section 1006.07(7) F.S., relating to threat management teams;
- (viii) Section 1006.07(8) F.S., relating to access to school campuses;
- (ix) Section 1006.07(9) F.S., relating to School Environmental Safety Incident Reporting;
- (x) Section 1006.07(10) F.S., relating to reporting of involuntary examinations;
- (xi) Sections 1002.33(9)(q) and 1002.20 F.S., relating to notification prior to removal of a student for an involuntary examination;
- (xii) Section 1008.386 F.S., relating to student identification cards;
- (xiii) Section 943.082(4)(b) F.S., relating to the mobile suspicious activity reporting tool;

- (xiv) Section 1011.62(13) F.S., relating to mental health assistance allocation;
- (xv) Section 1012.584 F.S., relating to youth mental health awareness, and assistance training; and,
- (xvi) Sections 1002.33(12), 1006.061, 1012.27, 1012.315, and 1012.797, F.S., relating to employees of charter schools.

### **3.7.2 Mental Health Assistance Allocation**

The School will not adopt and implement with fidelity the Sponsor’s mental health assistance allocation plan in effect for the current operational year. Annually, the School shall determine whether to adopt the Sponsor’s plan. If the School elects to develop its own plan, it must first secure approval from its Governing Board. After approval, the plan must be submitted to the Sponsor. If the School has elected to implement an alternate mental health assistance allocation plan, it is attached herein as Appendix (N). Failure to comply with this provision may result in withholding of Full-Time Equivalent (FTE) until compliance.

### **3.7.3 School Board Policy 8405, School Safety**

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. The parties acknowledge and agree that certain safety and security information is confidential and exempt from disclosure as a public record pursuant to Sections 119.071(3), 281.301, 1006.12(6), and 1006.1493(5), F.S., and the parties will maintain the confidentiality of these documents.

## **SECTION 4: FINANCIAL ACCOUNTABILITY**

### **4.1 State and Local Funding**

#### **4.1.1 Florida Education Finance Program**

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. 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.

#### **4.1.2 Recalculation of Funding and WFTE 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.

#### **4.1.3 Charter School Capital Outlay Funds**

The School shall follow the FDOE procedures for submitting requests for capital outlay funding.

### **4.2 Federal Funding**

#### **4.2.1 Title I of the Elementary and Secondary Education Act**

- (A) **Title I Funding Allocation.** 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.
- (B) **Capital Outlay Purchases with Title I Funds.** Any capital outlay item purchased with Title I funds 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.
- (C) **Title I Funded Staff Qualifications.** Should the School receive Title I funds, it will employ teachers that are certified and teaching in-field; and highly qualified paraprofessional with two (2) years of college, an AA degree, or that have passed an equivalent exam.
- (D) **Parent and Family Engagement Requirements for Title I Funds.** 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 annually develop and implement, the School Improvement Process/Plan (SIP) and Title I 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).

- (E) **District Support for Title I Implementation.** 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.
- (F) **Incorporation of Sponsor’s Title I Guidelines.** The Sponsor’s guidelines and requirements related to the implementation of Title I at eligible charter schools are hereby incorporated into this contractual agreement as Appendix O.

#### 4.2.2 Title II

- (A) **Disbursement Options.** 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 Options 2 and 3.
  - (i) **Title II**
    - Option 1:** The School will receive Federal Title II funds through the provision of equitable services from the Sponsor.
    - Option 2:** The School will receive Federal Title II funds on a reimbursement basis.
  - (ii) **IDEA**
    - Option 3:** The School will receive IDEA funds through the provision of equitable services from the Sponsor.
    - Option 4:** The School will receive IDEA funds on a reimbursement basis.
- (B) **Requirements for the Election of Disbursement Option 2.** 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) **Sponsor Notification of the Availability of Other Funds.** The Sponsor shall provide to the School by July 15th 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) **Federal Funds Utilization Plan.** 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) **Monthly Submission of Reimbursement Invoices.** 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 them to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements. Insufficient invoices shall not be reimbursed.
- (C) **Changes to Federal Funding Option.** The School shall submit any changes to the option selected in writing to the Sponsor by March 1st through the Contract amendment process pursuant to School Board Policy 9800, *Charter Schools*.

#### 4.2.3 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 CSCS in writing of its intent to submit a grant application;
- (ii) CSCS will forward the written request, along with the grant application guidelines, to M-DCPS' 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 CSCS 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 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.

#### **4.3 Other Funding Sources**

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

#### **4.4 Student Enrollment Reporting**

##### **4.4.1 Instructional Time Requirements**

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 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 ninety (90) days of their regular 180-day school year in Survey 2 and the second ninety (90) days of their regular 180-day school year in Survey 3, regardless of when the tracks are in session.

##### **4.4.2 Reporting Requirements**

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. The District shall include the School's enrollment when recording and reporting cost data by program.

##### **4.4.3 Training and Support for District Applications**

The Sponsor shall provide the School with access to its student information system and provide training at no cost to the School 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. A representative of the School shall attend such training offered by the Sponsor in the use of such systems and procedures at no cost to the School. 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.

#### **4.4.4 Accountability for Data Accuracy and Audit Adjustments**

The School shall maintain auditable records of student attendance and grades. Reporting timelines shall be aligned with the Sponsor's timelines. Date Certain is always the Friday of the FTE Survey week. Corrections to data submitted for FTE processing will only be accepted within the limits allowed by law. The School is responsible for correcting student schedule changes. Incomplete student or teacher course records shall result in a suspension of FTE funding until corrected as required by law. 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. 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, or agree on a payment plan, within a reasonable time after expiration or exhaustion of any appeals, the Sponsor shall deduct the amount owed from the School's FTE payments.

### **4.5 Administrative Fee**

#### **4.5.1 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.

#### **4.5.2 Allowable Withholding from High-Performing Charter Schools**

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

#### **4.5.3 Allowable Withholding from ESE Centers**

The Sponsor shall withhold two percent (2%) for enrollment of up to and including 250 students in an ESE center that meets the requirements of the rules adopted by the State Board of Education pursuant to Section 1008.3415(3), If the School serves seventy-five percent (75%) or more exceptional education students as defined in Section 1003.01(3), the percentage shall be calculated based on the unweighted full-time equivalent students. ESE administrative services covered by the administrative fee, pursuant to Section 1002.33(20), F.S., include 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 this Charter.

#### **4.5.4 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.

**(A) 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.

**(B) Provision of School Lunches.** The School shall provide food services to its students consistent with applicable law. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

### **4.6 Distribution of Funds**

#### **4.6.1 Sponsor Payment Schedule**

The Sponsor shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 31st. Subsequent payments will be made monthly by the 15th of each month beginning with August 15th.

#### **4.6.2 Initial Year Payment Procedures for New Charter Schools**

For new charter school 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 seventy-five (75) percent of the projected enrollment is entered into DSIS 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 DSIS 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. Payments will be adjusted retroactively for prior period adjustments.

#### **4.6.3 Payment Calculations for Subsequent Charter Years**

For the following years of the charter, monthly payments will be calculated as follows:

- (i) 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 the prior year February FTE report.
- (ii) If enrollment at the end of the second week of student attendance fluctuates by twenty percent (20%) 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.

#### **4.6.4 Payment Adjustments for Sponsor Services and Penalties**

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 years, as well as for administrative oversight.

#### **4.6.5 Reimbursements**

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 an FDIC insured Active Qualified Public Depository account or a State-approved depository specified by the Governing Board.

#### **4.6.6 Enrollment Capacity and Facility Compliance for Payments**

Payment shall not be made for students in excess of the School's enrollment capacity, the School's valid facility capacity as determined by the School's Certificate of Occupancy, Certificate of Use, and/or 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 this Contract. 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.

#### **4.6.7 Charter School Capital Outlay Funds**

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.

#### **4.6.8 Adjustments Due to Holdbacks and Prorations**

In the event of a State holdback or a proration which changes District funding, the School's funding will be adjusted proportionately to the extent required by the law. 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 unless otherwise agreed or extended:

- (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 ten (10) days of receipt of the documents that resulted in the withholding of funds.

#### **4.7 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.

#### **4.8 Student Fees**

##### **4.8.1 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.

#### **4.8.2 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 1st 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-re-enrollment. 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.

#### **4.8.3 Student Fee Documentation**

The School shall maintain documentation supporting the collection of the Sponsor-approved fees and make them available for Sponsor review.

#### **4.8.4 Parent Donations**

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

#### **4.8.5 Restriction on Charging Tuition**

The School shall not charge tuition.

### **4.9 Annual Budget**

#### **4.9.1 Governing Board Approval**

The School's Governing Board shall adopt and maintain an annual balanced budget.

#### **4.9.2 Adoption and Submission Requirements**

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 P) for review, and, for the initial year of operation, a budget based upon minimum enrollment (Appendix Q). 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.

#### **4.9.3 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.

#### **4.9.4 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.

### **4.10 Financial Management of Schools**

#### **4.10.1 School's Fiscal Year**

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

#### **4.10.2 Governing Board Responsibilities**

The Governing Board shall be responsible for the operation and fiscal management of the School.

#### **4.10.3 School Responsibilities**

The School shall implement the financial management and oversight procedures, controls and methods as described in the approved Application. The School shall develop and implement sufficient internal operating procedures, including but not limited to the financial controls and audit procedures described in the School's governing laws and rules, the provisions of this Contract, and as described in the approved Application, to ensure sound financial management. The School shall be responsible for reimbursement and/or recovery of any unauthorized or misappropriated funds.

#### **4.10.4 Sponsor Responsibilities**

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

#### **4.10.5 Taxes and Bonds**

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

#### **4.10.6 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 the Sponsor 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.

#### **4.10.7 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 1002.33(17)(b), 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, or (c) may be used for other charter schools operated by the not-for-profit entity which are located outside of the originating charter school's school district, but within the state, through an unforfeitable loan that must be repaid within 5 years to the originating charter school by the receiving charter school. 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.

#### **4.10.8 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.

#### **4.10.9 Verification of Sufficient Operating Funds**

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 **costs**, etc.

#### **4.11 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 Principles

(GAAP) 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 R), and state law, as well as any subsequently issued directives by the State and other applicable governmental accounting standards.

## **4.12 Financial Reports**

### **4.12.1 Monthly 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 make reasonable requests (in accordance with Section 1002.33 (5)), F.S., for documents on the School's financial operations beyond the monthly financial statement and the School shall provide same in a reasonable timeframe as determined by the Sponsor.

### **4.12.2 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 no later than the last business day in July.

### **4.12.3 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 the 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.

#### **4.12.4 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 (GAAS); government auditing standards issued by the Comptroller General of the United States; and Rules of the Auditor General, Chapter 10.850 as published by the Florida Auditor General (Appendix S). 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 (1) complete report. In addition, two (2) 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 30th 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.

### **4.13 Timeline for Submitting Financial Reports and Notifications**

#### **4.13.1 Unaudited Statements**

Unaudited Statements are due no later than August 1st of each year.

#### **4.13.2 Audited Statements**

Audited Statements are due no later September 15th of each year.

#### **4.13.3 Notification of Auditor Engagement**

No later than May 1st 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.

#### **4.13.4 Submission of Audited Financial Statements Upon Closure**

If the School ceases operation, the final audited financial statements are due thirty (30) days after the date of closure.

#### **4.13.5 Annual Financial Audit**

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.

#### **4.13.6 Notification and Reporting of Deficit Financial Position**

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.

#### **4.13.7 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.

#### **4.13.8 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 fifteen (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.

#### **4.13.9 Failure to Submit Financial Statements**

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 Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within

ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued. Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting. 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.

In accordance with section 1002.33(5)(b)1.j., Florida Statutes, the parties agree that if the school has been identified as having a deteriorating financial condition or financial emergency pursuant to s. 1002.345, then the Sponsor may reasonably request, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

#### **4.14 Financial Recovery/Corrective Plan**

##### **4.14.1 Development and Implementation of Corrective Action Plan for Financial Emergencies**

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 thirty (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 and implement a good faith corrective action plan may 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.

#### **4.14.2 Failure to Correct Deficiencies**

Section 1002.345, F.S., does not affect a Sponsor's authority to terminate or not renew a Charter pursuant to section 1002.33(8), F.S, 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.

#### **4.14.3 Failure to Submit**

Failure to timely submit to the Sponsor a financial corrective action plan or financial recovery plan, along with supporting documents, following a notification from the Sponsor, Auditor General, FDOE, or the State Board of Education that such a plan is required, or failure to provide periodic progress reports and/or implement performance objectives specified in any required plan(s), if not timely cured after written notice from the Sponsor, may constitute cause for termination of this Charter.

### **SECTION 5: FACILITIES**

#### **5.1 Location**

##### **5.1.1 School's Street Address**

The School will be located at 17300 N.W. 87<sup>th</sup> Avenue, Hialeah, Florida 33015; Folio No. 30-2009-001-0531.

##### **5.1.2 Temporary Facility (if applicable)**

To be determined and only if applicable.

#### **5.2 Deadline to Secure a Facility**

The School shall provide the Sponsor with documentation regarding the owned or leased facility where the School will operate at least fifteen (15) calendar days prior to the initial opening day of classes. The School must provide a copy of the Certificate of Occupancy or temporary Certificate of Occupancy documenting compliance with all applicable codes for its facility(ies) no later than fifteen (15) calendar days prior to the School's first day of classes.

##### **5.2.1 Owned Facility**

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.

##### **5.2.2 Leased Facility**

If the School does not own the facility, the School shall provide the Sponsor with a fully executed lease and/or other legal documentation evidencing the legal right of

the School to occupy and use the facility, 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. If the School will be operating under a sub-lease, the School must also submit documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required, which may include the Master Lease. In lieu of a Master Lease, verification documentation must include an estoppel certificate describing the current conditions of a lease agreement, as well as a counsel's opinion with supporting affidavit by the Governing Board Chair attesting under penalty of perjury that they have reviewed the relevant leases, and the sublease/facility is approved by the landlord for use as a charter school.

## **5.2 Additional Campuses or Facilities and Relocation**

### **5.2.1 Additional Campuses or Facilities:**

- (i) 8851 NW 170<sup>th</sup> Street, Miami, Florida 33018; Folio No. 30-2009-001-0560.
- (ii) Partial use of Folio No.: 30-2009-001-0540 to be used as a 50-foot pedestrian walkway to connect the two addresses in the current charter contract.

### **5.2.2 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 proposed change in location or an additional location must be requested in writing to the Sponsor by March 1 of the preceding school year and done by agreement between the parties to amend this Contract. Any new location must meet the same standards contained herein and applicable law. Any other changes or additional facility or location must go through the Contract amendment process. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld.

#### **5.4 Non-Permanent and Shared Facilities**

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 and 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. 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.

#### **5.5 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 the School's first day of classes. Regarding new construction or any facility that requires Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) only the CO and TCO shall be required at least fifteen (15) calendar days prior to each opening day of classes. All other approvals required by the local government or any other governmental bodies having jurisdiction shall be required prior to the School's first day of classes.

#### **5.6 Compliance with Building and Zoning Requirements**

##### **5.6.1 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).

##### **5.6.2 Florida Fire Prevention Code**

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

##### **5.6.3 Failure to Comply**

The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately

if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

## **5.7 Compliance with Legal and Regulatory Requirements for Facility Use**

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 upon written request.

### **5.7.1 Local Government Approvals and Land Use**

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.

### **5.7.2 Responsibility for Costs Associated with Local Compliance**

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.

### **5.7.3 Display of Required Certificates and Permits**

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.

### **5.7.4 Failure to Maintain Required Licenses and Approvals**

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.

## **5.8 Facility Inspections**

### **5.8.1 Government Inspection of the Facility**

In the event the School receives a citation or notice of violation from a Federal, State, or local jurisdictional entity regarding an actual or imminent threat to the health, wellbeing, and safety of students, staff or visitors within the facility, which would prevent the normal operation of the school and instruction to students, the School shall inform the Sponsor as soon as practicable and provide copies of such notices and, when available, provide information regarding any planned steps to address or mitigate the identified issues. For all other instances where the School receives a citation or notice of violation, the School shall, within a reasonable timeframe, provide the Sponsor copies of these documents and any subsequent written verification from the jurisdictional entity confirming that identified violations have been resolved.

### **5.8.2 Sponsor Inspection of Facility and Unforeseen Emergencies**

The Sponsor may inspect the School facility(ies) 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. Sponsor agrees to avoid or minimize interruption in instruction and student activities during any such inspection. 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 a temporary or alternate physical location to minimize interruption in instruction. The alternate 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 provide the number of instructional hours required by law.

## **5.9 Facility Capacity**

### **5.9.1 Enrollment Limits and Determination of Allowable Occupancy**

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.

#### **5.9.2 Shared Facility Enrollment Limits**

At no time will the combined total enrollment of all the charters sharing any such facility exceed the CO and/or CU capacities of the facility. The School shares the facility with the following entity(ies): The School shares the facility with Mater Lakes Academy High School (MSID 7018).

#### **5.9.3 Notification of Changes to Facility Occupancy Limits**

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.

#### **5.10 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**

#### **6.1 Requirements and Communication**

The School shall provide transportation to the School's students consistent with the requirements of Subpart I.E., of Chapter 1006, F.S., Sections 1012.45 and 1002.33(20). If the School elects to provide transportation, 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 telecommunication information furnished/published by the School shall communicate whether the School will provide transportation for eligible students and the way it will be made available to the School's students.

#### **6.2 Homeless and Students with Disabilities**

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.

**6.3 Reasonable Distance**

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

**6.4 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, required school bus safety inspections and insurance.

**6.5 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.

**6.6 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, if applicable.

**6.7 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.

**SECTION 7: INSURANCE AND INDEMNIFICATION**

**7.1 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 required 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. Failure to maintain minimum insurance coverage as required by this Contract if not timely cured after written notice may constitute good cause for termination.

## **7.2 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. For purpose of tort liability, the School's Governing Board and employees are subject to the limits of Section 768.28, F.S. 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 which is caused by or through the fault of School, and excluding any instance when the Sponsor supplied or required School to use that material, process, machine, or appliance. The School shall not indemnify the Sponsor for intentional or negligent conduct of Sponsor, or any other cause of action caused by or through the fault of the Sponsor.

### **7.2.1 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.

### **7.2.2 Notification of Third-Party Claim, Demand, or Other Action**

The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision ("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 or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account 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.

### **7.2.3 Indemnity Obligations**

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

## **7.3 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 Federal or State statutes or regulations including those referenced in this Charter. Notwithstanding any of the foregoing, the Sponsor and the School do 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.

## **7.4 Insurance Providers**

### **7.4.1 Acceptable Insurance Providers**

Insurance providers must be authorized by valid certificates of authority by the Department of Financial Services of the State of Florida, or 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 Section 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.

#### **7.4.2 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.

### **7.5 Commercial and General Liability Insurance**

#### **7.5.1 Liabilities Required**

The 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.

#### **7.5.2 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.

#### **7.5.3 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.

#### **7.5.4 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.

#### **7.5.5 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."

## **7.6 Automobile Liability Insurance**

### **7.6.1 Coverage Requirements**

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 automobiles used in connection with this Contract.

### **7.6.2 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 and, if subject to an annual aggregate, \$3 million annual aggregate.

## **7.7 Workers' Compensation/Employers' Liability Insurance**

### **7.7.1 Coverage Requirements**

The School's insurance shall cover the School, and the School shall require to the extent its subcontractors and its sub-subcontractors who are not otherwise insured to have such insurance, 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.

### **7.7.2 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.

## **7.8 School Leader's Errors and Omissions Liability Insurance**

### **7.8.1 Coverage Requirements**

The School shall provide School Leader's Errors and Omissions Liability Insurance and it shall be on a form acceptable to the Sponsor and in substantially the same form as those currently in use by the School, 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.

#### **7.8.2 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 claim/annual aggregate.

#### **7.8.3 Maximum Deductible and Insurance Requirements**

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.

### **7.9 Property Insurance Requirements**

#### **7.9.1 Schools with Property Ownership or Mortgage Obligations**

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, and in substantially the same form as those currently in use by the School, 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. In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.

#### **7.9.2 Schools with Lease Agreements**

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor, and in substantially the same form as those currently in use by the School, 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.

### **7.10 Cyber Liability and Data Storage**

#### **7.10.1 Coverage Requirements**

The School shall provide Cyber Liability and Data Storage Insurance on a form reasonably acceptable to the Sponsor and shall cover the School, at a minimum, for the following: (a) Data Loss and System Damage Liability (when applicable), (b) Security Liability, including loss or unauthorized access to the Board’s data, (c) Privacy Liability, and (d) Privacy/Security Breach Response Coverage, including

Notification Expenses The coverage for Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The coverage shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, this insurance.

#### **7.10.2 Minimum Limits**

The minimum limits to be maintained by the School shall be \$1 million per Claim and Aggregate except that from the effective date through June 30, 2026, the limit for Privacy/Security Breach Response coverage may be \$250,000. Effective July 1, 2026 and thereafter, the limit for Privacy/Security Breach Response coverage shall be \$500,000.

### **7.11 Applicable to All Coverage**

#### **7.11.1 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.

#### **7.11.2 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.

#### **7.11.3 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.

#### **7.11.4 Subcontractors**

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

#### **7.11.5 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 may constitute good cause for termination.

## **7.12 Notice of Insurance Compliance**

### **7.12.1 Submission Timeline**

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.

### **7.12.2 Notification of Cancellation**

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

### **7.12.3 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.

## **SECTION 8: GOVERNANCE**

### **8.1 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. Failure to make contributions to the Florida Retirement System (FRS) if the School has elected to be part of the FRS may constitute cause for termination of this Charter.

### **8.2 Governance Structure**

#### **8.2.1 Non-Profit Status**

The School shall be organized as or be operated by a Florida 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. 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.

#### **8.2.2 Organizational Plan and 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. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its stakeholders (students, parents or guardians, employees) 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.

### **8.2.3 Organizational Composition**

As stated in the bylaws and the Articles of Incorporation (Appendices U and V, respectively), the Corporation is a non-membership organization, and a board of directors shall manage its activities and affairs. Voting shall control the Corporation, and only members of the board of 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 bylaws, initially select the governing board of the School. Members of the board of directors may serve on the governing board.

### **8.2.4 Eligible Members of the Governing Body**

No employee of the School may be a member of the Governing Body.

### **8.2.5 Governing Board Member Eligibility and Clearance**

Upon nomination and prior to the appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the Board. 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 five (5) 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 (3) years. Violation of Florida Statute 112 Part III, Code of Ethics for Public Officers and Employees as applicable to charter school governing board members may constitute good cause for termination of this Charter.

### **8.2.6 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 County Public 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.

#### **8.2.7 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.

#### **8.2.8 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.

#### **8.2.9 Continuity of School Governance**

Organizing group members may serve as board members for terms as described in the bylaws to maintain continuity between the organizing group and the Governing Board.

#### **8.2.10 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(4), Florida Statutes, by a member of the Governing Board, may constitute a material breach of this Charter.

### **8.3 Governing Board Responsibilities**

#### **8.3.1 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.

#### **8.3.2 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 ultimately responsible for the operation of the School and for exercising 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.

### **8.3.3 Accountability**

The School's Governing Board shall be accountable to its stakeholders (students, parents/guardians, employees) and the community at large, through a continuous cycle of planning, evaluation, and reporting as required by law. are met or exceeded.

### **8.3.4 Governing Board Reporting**

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

### **8.3.5 School Employee Supervision**

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

### **8.3.6 School Advisory Council**

The School shall establish a School Advisory Council (SAC) pursuant to State law. The School shall establish SAC bylaws; define the membership; develop election procedures; and post all meeting agendas and minutes as required by 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.

## **8.4 Financial Oversight**

### **8.4.1 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)(a), 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.

## **8.5 Governing Board Meetings and Transparency**

### **8.5.1 Governing Board Meeting Requirements**

For those schools who have been declared to be in a state of financial emergency, and/or who have earned a school grade of D or F in any two (2) consecutive or two (2) of any three (3) 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 (4) times per year. The School's Governing Board must hold at least two (2) public meetings per school year in the school district where the School is located. 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.

### **8.5.2 Notice of Governing Board Meetings**

A schedule of all Governing Board meetings for the school year including the date, time and location of meetings shall be published on the School's website. By July 15th 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.

### **8.5.3 Sunshine Law Compliance**

The School's Governing Board meetings shall take place locally and in accordance with law, in a manner 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.

### **8.5.4 Public Records Compliance**

The School shall comply with Chapter 119, F.S., (the Public Records Act), and all

other applicable statutes pertaining to public records.

#### **8.5.5 Access to Records by Sponsor**

The School shall provide the Sponsor access to public records, at no cost, related to the Governing Board.

### **8.6 Compliance with State and Federal Regulations**

#### **8.6.1 Employment of Relatives**

Charter school personnel may not appoint, employ, promote, or advance, or advocate 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 any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

#### **8.6.2 Student/Parent Contract/Handbook**

The School agrees to annually submit any proposed Student/Parent Contract/Handbook (Appendixes L and M), including amendments, to the Sponsor for review. The Sponsor shall approve or reject the proposed parent contract within thirty (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. At a minimum, all communication to parents, including Parent Contracts, shall be provided in English, Spanish and Haitian-Creole, as appropriate.

#### **8.6.3 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.

#### **8.6.4 Website Requirement**

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**

### **9.1 Management Organization (Education Service Provider) Agreement**

#### **9.1.1 Contract Requirements**

If a management organization (organization), including but not limited to: 1) a management company, 2) an educational service provider, (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 Appendix T. 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.

#### **9.1.2 Restrictions on ESP Employees and Governing Board**

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.

#### **9.1.3 School Leader Employment and Conflict of Interest Restrictions**

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.

#### **9.1.4 Relationship Between Governing Board and ESP**

The contract between the ESP and the School’s Governing Board shall be an “arms-length,” performance-based contract between the School 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 will specify reasonable and feasible terms under which either party may terminate the contract. The School retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the School and the ESP may contract for such services as determined by the management agreement and as otherwise allowed by law.

### **9.1.5 ESP Disclosure of Affiliations**

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.

### **9.1.6 Ownership of Assets and Financial Obligations**

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.

### **9.1.7 ESP Service Fee Requirements**

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.

### **9.1.8 ESP Compliance and Accountability**

The School shall require the ESP to 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.

## **9.2 Submission of an 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.

## **9.3 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 may require modification through the contract amendment process, upon agreement by the Sponsor. A copy of any material changes to the contract between the ESP and the Governing Board shall be submitted to the District within five (5) days of execution.

## **9.4 Change of ESP**

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

## **SECTION 10: HUMAN RESOURCES**

### **10.1 Hiring Practices**

#### **10.1.1 Personnel Policies**

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.

#### **10.1.2 Non-Discriminatory Employment Practices**

The Governing Board shall provide equal opportunity in employment, in accordance with Title VII and the Sponsor's anti-discrimination rules and policies.

#### **10.1.3 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 shall be available to parents/guardians and community members upon request. The School shall provide continuing professional development programs for its teachers.

- (A) **Teacher Certification and Employment Requirements.** 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) **Certification Requirements for Blended-Learning Instructional Personnel.** 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 District adjunct certification under Section 1012.57, F.S., for the subject area of the blended-learning course.
- (C) **Employment Contracts.** 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.

#### **10.1.4 Drug-Free Workplace**

- (A) The School shall be a drug-free workplace, as provided by State and Federal

law. The charter school governing board agrees to adopt a Drug-Free Workplace policy and conduct general drug screening on all applicants for instructional and non-instructional positions with the school, including contracted personnel, in accordance with that policy. The school's Drug-Free Workplace policy must be made available to the Sponsor upon request. The school shall not hire applicants who have received a positive drug screening result, except as provided in the school's Drug-Free Workplace policy.

- (B) **Cost Responsibility.** The cost of drug screening shall be borne by the School or the applicant.

#### **10.1.5 Fingerprinting and Background Screening**

- (A) **Pre-Employment Background Screening and Hiring Restrictions.** Pursuant to state law, instructional and non-instructional personnel who are hired or contracted to fill positions in the School shall undergo background screening as required under F.S. 1012.465 or 1012.56, whichever is applicable. Charter school applicants shall not be employed until their fingerprints have been submitted to the Florida Department of Law Enforcement (FDLE) and the Agency for Health Care Administration (AHCA) for a determination of employment eligibility through the Care Provider Background Screening Clearinghouse ("Clearinghouse").
- (B) **Employment Eligibility Documentation.** Confirmation of employment eligibility must be kept on file at the charter school site for audit purposes and made available to the Sponsor upon request.
- (C) **Cost Responsibility.** The School or the applicant shall bear any, and all costs associated with the required fingerprinting and Level 2 background screening.
- (D) **Rescreening Requirements.** The School must comply with all rescreening requirements set forth in law. Instructional and non-instructional personnel who are hired or contracted to fill positions in a charter school and members of the governing board of such charter school in compliance with F.S. 1002.33(12)(g), upon employment, engagement of services, or appointment, shall undergo background screening as required under F.S. 1012.465 or 1012.56, whichever is applicable.
- (E) **Screening of Volunteers.** The School shall implement policies and procedures for background screening of all prospective school volunteers and mentors prior to their participation in any volunteer activities. All volunteers must be screened and cleared prior to participating in any activities. Any and all visitors or guests to the School while students are on

campus must be screened and/or escorted by a staff member who is Level 2 screened.

- (F) **Noncompliance.** Non-compliance may result in withholding of FTE payments, without interest and may constitute good cause to terminate this Contract.

#### **10.1.6 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 or contract with 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 or 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 FDOE.

### **10.2 Employment Practices**

#### **10.2.1 Prohibition and Disclosure of Employment of Relatives**

The School and its employees shall comply with Section 1002.33(24), F.S. The School shall make 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 Section 1002.33(7)(a)18.

#### **10.2.2 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.

#### **10.2.3 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.

#### **10.2.4 Code of Ethics**

The School shall require that its employees abide by the Principles of Professional Conduct for the Education Profession in Florida (Appendix X). 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 Section 1002.795, F.S.

**10.2.5 Personnel Policy**

The School shall comply with its Governing Board’s Personnel Policy (Appendix Y) for selecting and employing personnel.

**10.2.6 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.

**10.2.7 Immigration Status**

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

**10.2.8 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.

**10.2.9 Employee Evaluation**

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

**10.2.10 Anti-Discrimination**

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

**10.3 Reporting Staffing Information**

- (i) The School shall provide the Sponsor with the names and social security numbers of all employees of the School prior to state reporting deadlines. The Sponsor shall comply with all public record law exemptions including the release of social security numbers. The School shall disclose to the parents the qualifications of its teachers in the manner required by law.
- (ii) The School shall provide the Sponsor with the name and employee number of any employee receiving a position change and/or job title.
- (iii) Upon written request, the School shall provide the Sponsor copies of monthly payroll rosters. 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.
- (iv) 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.

- (v) Within three (3) business days from the staff member's separation, the School shall update the designated charter school employee management system to indicate a staff member is no longer employed at the School .
- (vi) The school shall 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 under ESSA.

#### **10.4 Sponsor Training of School's Employees**

##### **10.4.1 Federally Funded Training**

The Sponsor shall provide federally funded professional development activities to the School's employees at no cost to the School.

##### **10.4.2 Non-Federally Funded Training**

The Sponsor shall provide professional development activities to the School's 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 AND DOCUMENTS**

The School shall submit all reports and documents either required by this Contract or upon written request by the Sponsor, including those outlined in this section as necessary and consistent with applicable law.

#### **11.1 Finance-related Submissions**

- (i) Annual School Budget
- (ii) Annual Unaudited and Audited Financial Statement
- (iii) Audited Financial Letter
- (iv) Charter Electronic Fund Transfer Authorization
- (v) Charter Schools Program Cost Report
- (vi) Designation of Certified Public Accountant (CPA)
- (vii) Final Expenditure Report for Salary Increase Allocation
- (viii) Financial Reports, per State Board of Education Rule *(monthly, or quarterly if the school is designated High-Performing pursuant to Section 1002.331, F.S.)*
- (ix) Florida Disaster Relief Payment – Attestation
- (x) FTE Student Membership Reporting
- (xi) List of School Grants and Evidence of Participation in Grants Management Training
- (xii) Mental Health Assistance Allocation Expenditures Report
- (xiii) Preliminary Detailed Teacher Salary Increase Allocation Expenditure Report

- (xiv) Referendum Funds Expenditure Reports
- (xv) Revised Referendum Expenditure Report
- (xvi) SAFE Schools and Additional School Resource Officer Funds Programs Expenditures
- (xvii) Teacher Salary Increase Allocation Plan

**11.2 Facility-related Submissions:**

- (i) Asbestos Hazard Emergency Response Act
- (ii) Certificates of Insurance
- (iii) Certificate of Occupancy
- (iv) Certificate of Use
- (v) Fire Safety Permit
- (vi) Health Permit
- (vii) Occupational License
- (viii) Property Lease/Deed/Space Usage Agreement and Evidence of Student Facility Capacity
- (ix) School Hardening Needs Request

**11.3 Academic-related Submissions:**

- (i) Annual Academic Goals
- (ii) Comprehensive Evidence-based Reading Plan (CERP) *(if different from the District)*
- (iii) Out of Field Assignments – All Subject Areas
- (iv) Parent/Student Handbook and Parent Contract
- (v) School Improvement Plan *(if required)*
- (vi) Student Progression Plan *(if different from the District's)*

**11.4 Safety-related Submissions:**

- (i) Active Assailant Response Plan
- (ii) Alyssa's Alert Contractor Selection Form
- (iii) Annual Emergency Drill Calendar
- (iv) Annual Safe School Officer Attestation
- (v) Charter School Reunification Attestation
- (vi) Charter School Safety and Security Requirement: Assurances
- (vii) Charter School Safety Plan and Policies
- (viii) Charter School Threat Management Team
- (ix) Dismissal Policies and Procedures per Section 1002.33(7)(a)7., F.S. *(if applicable)*
- (x) Mandatory Staff Training on Emergency Procedures
- (xi) Evidence of School Safety Training
- (xii) Evidence of SESIR Training

- (xiii) Evidence of Youth Mental Health Awareness Training
- (xiv) Florida Harm Prevention & Threat Management Mandatory Model Process
- (xv) Mental Health Plan
- (xvi) Monthly Emergency Drills

**11.5 Governance-related Submissions:**

- (i) Certificates of Approved Governing Board Training
- (ii) Charter School By-Laws
- (iii) Charter School Policies and Procedures Attestation
- (iv) Employee Handbook
- (v) Fictitious Name Registration
- (vi) Governing Board Meeting Agenda and Minutes
- (vii) List of Official Governing Board Members
- (viii) Management Company/Educational Service Provider (ESP)
- (ix) Policies and Procedures of the School (*when requested*)

**11.6 Administrative-related Submissions:**

- (i) Annual Charter School Accountability Report
- (ii) Articulation Agreements
- (iii) Bell Schedule
- (iv) Charter School Renewal Packet (*renewing schools*)
- (v) Code of Student Conduct (*if different from the District*)
- (vi) Controlled Open Enrollment Policy
- (vii) Food Service Provider Form
- (viii) Property Inventory Report (*capital purchases with public funds*)
- (ix) School Calendar (*if different from the District*)
- (x) School Fee Schedule
- (xi) Student Admissions Application
- (xii) Student/Parent Contract (*if applicable*)
- (xiii) Student/Parent Handbook
- (xiv) Transportation Provider and Routes

**SECTION 12: MISCELLANEOUS PROVISIONS**

**12.1 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.

## **12.2 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.

## **12.3 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.

## **12.4 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 it is signed by both parties. No waiver or relinquishment of any right or privilege applicable under law shall be deemed to have been made unless the right or privilege is expressly described in writing and signed by the party waiving or relinquishing the right or privilege.

## **12.5 Default Including Opportunity to Cure**

After written notice of default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have an opportunity to cure.

## **12.6 Survival Including Post-Termination**

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

## **12.7 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.

## **12.8 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 at the

School.

## **12.9 Choice of Law, Venue, and Jury Waiver**

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. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury, unless otherwise provided by law.

## **12.10 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.

## **12.11 Conflict/Dispute Resolution**

### **12.11.1 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 Z), or the procedure in Section 1002.33(7)(b) F.S., as applicable. This provision does not apply to non-renewals or terminations.

### **12.11.2 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.

The school shall have in place procedures that comport with 6A-6.0791, Special Magistrate for Unresolved Student Welfare Complaints at Charter Schools.

### **12.11.3 Contractual Priority**

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

## **12.12 Conflict Between Charter and Florida Law**

In any case where this Charter conflicts with Florida law, the terms of the applicable statute or rule will control over the charter.

### **12.13 Citations**

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time. The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing. If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

### **12.14 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.

### **12.15 M-DCPS Police**

M-DCPS School Police may accompany District officials in executing the Sponsor's official business.

### **12.16 Interpretation**

This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

### **12.17 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, read receipt, and/or 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:

Mater Academy, Inc.  
Att: Governing Board Chairperson  
17300 NW 87 Ave.  
Hialeah, FL 33015

Mater Lakes Academy Middle School (MSID 6033)  
Att: Principal  
17300 NW 87 Ave.  
Hialeah, FL 33015

The School Board of Miami-Dade County, Florida  
Attn: Superintendent  
1450 NE 2nd Avenue, Suite 931

Miami, FL 33132-1308

For all email communications: superintendent'soffice@dadeschools.net

And copies of all Notices to:

Charter School Compliance and Support

Attn.: Assistant Superintendent

1450 NE 2nd Avenue, Suite 802

Miami, FL 33132-1308

For all email communications: dmgonzalez@dadeschools.net

Clerk of the School Board

1450 NE 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.

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

MATER ACADEMY, INC. d/b/a  
MATER LAKES ACADEMY MIDDLE SCHOOL (MSID 6033)

_____	_____	_____
Board Chair	Signature of Board Chair	Date

ATTESTED:

_____	_____	_____
Board Secretary	Signature of Board Secretary	Date

THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

_____	_____	_____
Maria Teresa Rojas School Board Chair	Signature of School Board Chair	Date

ATTESTED:

_____	_____	_____
Superintendent or Designee	Signature of Superintendent or Designee	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____	_____	_____
Walter J. Harvey General Counsel	Signature of General Counsel	Date