

**SECOND AMENDED AND RESTATED CHARTER AGREEMENT
THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA
CHARTER FOR THE VOLUSIA CHARTER SCHOOL OF EXCELLENCE, INC.**

This is a contract, also referred to as “charter”, by and between THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, hereinafter referred to as the “Sponsor” or the “District”, and THE VOLUSIA CHARTER SCHOOL OF EXCELLENCE, INC., a Florida not for profit corporation organized under the laws of the State of Florida, doing business as “Ivy Hawn Charter School of the Arts”, hereinafter referred to as the “School”. It is intended to renew, amend and completely restate and supersede the charter between the same parties, dated _____, as well as the First Amended and Restated Charter Agreement, between the same parties, dated _____.

This charter for the operation and maintenance of a Florida public charter school is granted by the Sponsor to the School for the maintenance and operation of a Florida public charter school in Volusia County, Florida, to be known as the “Ivy Hawn Charter School of the Arts”. The School is a unit of the School District of Volusia County, Florida, and shall be subject to the supervisory jurisdiction of the Sponsor and accountable to the Sponsor for performance, to the extent provided by law. The School is a Florida public school and shall be subject to the laws of Florida, including but not limited to all applicable laws regarding health, safety and civil rights requirements, and all rules of the State Board of Education, but in regard to Sponsor policies, only the policies referred to in this charter. The School shall also adhere to all legal requirements under federal laws and regulations. The School shall be primarily responsible for ensuring compliance with all applicable laws, regulations, rules and policies, and will indemnify and hold the Sponsor harmless for any failure to comply with any applicable law, regulation, rule or policy. The School's application, which was submitted to the Sponsor on August 1, 2009, is incorporated by reference in this charter. If any provision of this charter is inconsistent with the application, the provision of this charter shall prevail.

Pursuant to section 1002.33, F.S., as same shall be amended from time to time, the District and the School do hereby agree as follows:

I. General Provisions

A. School’s Mission

The mission of the School is to foster pride in academic achievements while developing the students’ artistic abilities. The School will demonstrate and promote the essential role of the arts in enabling every student to succeed in school. The School will be a school of arts with a focus on dance, music, drama, and the visual arts (painting and drawing).

B. Students Served, Ages and Grades

The population to be served by the School is grades K-8. The School will serve the following number of students in each of the respective years: FY 2011 – approximately 300 students; FY 2012 – approximately 314 students; FY 2013 – approximately 360 students; FY 2014 – approximately 400 students. The school may serve no more than 400 students in the 2014-2015 school year and no more than 744 students in the 2015-2016 school year and subsequent years under the term of this Charter. As a condition precedent to the authorization for increased enrollment in the 2015-2016 school year, the school shall present a written plan to the superintendent that demonstrates, with reasonable probability, that this increase in enrollment school year is sustainable and achievable. The required documents will be (a) a staffing plan based on compliance with state class size requirements, (b) an updated budget that demonstrates a financial stable plan, and (c) a proposed facility that would accommodate the number of students on the updated budget. This plan shall be presented to the superintendent by no later than January 1, 2015, unless otherwise extended in writing by the superintendent. Upon review of the plan, if the superintendent does not find the plan is sufficient under the terms of this paragraph, said plan shall be presented to the Sponsor for review and final determination. If deemed insufficient by the Sponsor, the school may repeat this process or request that the increase in enrollment for the 2015-2016 school year be deferred to the 2016-2017 school year upon approval of a plan in accordance with the process specified herein.

Notwithstanding these stated enrollment standards, the maximum number of students to be served by the School in any year shall not exceed the recommended capacity of satisfactory classroom space as set forth in the State Requirements for Educational Facilities. Students enrolled shall be in the applicable grades set out above, and reside in Volusia County, Florida. The School will comply with the admission standards set out in state law, including, but not limited to standards that relate to the age of the student(s). The School shall comply with the class size standards required by the State of Florida and as it applies to charter schools.

C. Non-Sectarian

The School shall guarantee that its admissions policies, programs and operations are non-sectarian.

II. Academic Design

A. Curriculum Focus

The school will utilize a curriculum that meets or exceeds all requirements of Federal and State laws, State Board of Education Rules and local District requirements. The School's academic design will utilize all required standards, assessments and cover all required core

subject areas.

B. Instructional Methods and Techniques.

The school will utilize instructional methods and techniques that are research based and reflect the latest methods shown to improve achievement levels of students.

III. Standards of Achievement/Academic Accountability

A. Educational Program

(1) The School will offer a basic curriculum, and will be a thematic school with a focus on the arts, with a concentration on dance, music, drama, painting, drawing, and graphic arts.

(2) Parents will be an important partner in student success and will be kept informed of their children's progress, as well as encouraged to become an active part of our school.

(3) The school will utilize the Districts Student Progression Plan as a guideline implementing instructional programs.

(4) The school day will meet or exceed the minutes required for FTE.

B. Achievement Baseline, Method of Measurement and Performance Standards

The School will incorporate all State and District required achievement and accountability standards and will administer all State mandated tests. In addition, the School will implement various interventions to support the goal of meeting students' academic needs and increasing student achievement. Outcome data will be a driving force used within the school to focus upon individual achievement levels and monitor growth.

The school will meet annually with the sponsor to develop specific goals in each tested area for each grade level which will measure proficiency and growth. These goals will be evaluated annually. The goals will incorporate the following measures:

- a) The school will meet the state yearly school proficiency requirements.
- b) The goal will to be increase student achievement beyond minimal requirements both individually and as a school.

C. Statewide Assessment Tests

The School will participate in all statewide testing programs, grades kindergarten through eight.

D. Grading Scale

The School will use the standard grading scale set out in the District's Student Progression Plan.

E. Promotion Standards

The School will adopt the District's Student Progression Plan, including the standards for promotion.

IV. Conflict Resolution

A. Procedure

It is anticipated that the present policy of open communication between the District and the School will prevent the need for implementing a conflict resolution procedure. To this end, both parties shall designate a primary contact representative to facilitate the exchange of information and the resolution of disagreements. It is agreed that every effort shall be made to resolve complaints, issues, or concerns by means of informal communication between the primary contact representatives. The Conflict Resolution procedure is as follows.

(1) Step 1: As a first step, informal discussion between the primary contact representatives of the School and the District regarding the particular issue in question.

(2) Step 2: Written notice by the applicable primary contact representative outlining the nature of the identified problem in performance or operation not being met or completed to the satisfaction of either party. From this step forward, upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this charter contract. If an amendment to the charter is necessary, the amendment will be submitted for action by both parties.

(3) Step 3: Meeting between the Board of Directors for the School and the appropriate District staff or representative(s) to discuss the issue(s) and any changes in operation, and/or modifications, or amendments to the charter terms and conditions.

(4) Step 4: To request the services of a mediator from the State Board of Education to resolve the conflict.

(5) Step 5: In the highly unlikely event that the conflict has not been solved by Step 4, the parties shall submit the matter to the dispute resolution procedure set out in section 1002.33, F.S.

B. Contractual Rights

The Dispute Resolution Process set forth in this Section shall not be required prior to the exercise of any contractual right conferred upon either the District or the School.

V. Admissions Procedures

A. Open Enrollment

The School agrees to enroll an eligible student by accepting a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building as agreed to in this charter. In such case all applications shall have an equal chance of being admitted through a random selection process, which shall be established by the School prior to enrollment and be available to parents. Preference may be given in accordance with Section 1002.33(10)(d), F.S. Information about the School and applications for admission will be available at the School, and will be provided to potential students, parents and/or guardians through open houses and the media. Once accepted to the School, parent(s)/guardian(s) will submit an enrollment form prepared by the District, a “Parent Contract” as was included in the School’s application, which establishes expectations for both student and parent. Parents will be informed of the Rules and Code of Student Conduct at the School and the child and parent(s)/guardian(s) will be expected to abide by the code. Should a student of compulsory school age fail to attend school on a regular basis, the School shall comply with all requirements regarding parental notification, and notify other appropriate agencies where called for by state law. The School shall also notify the social worker appointed to serve the School by the District. Enrollment is subject to compliance with the provisions of section 1003.22 F.S. concerning school entry health examinations and immunizations. If this contract is not renewed or is terminated, a student who attended the School may apply to, and shall be enrolled in another public school pursuant to District policy.

B. Racial/Ethnic Balance

The School will have a racial/ethnic, non-discriminatory policy and will admit students of any race, color, national and ethnic origin, religion, or gender. The School agrees that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE), and/or students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of section 1000.05, F.S., The Florida Educational Equity Act or Title VI of the Civil Rights Act of 1964, as amended. The School guarantees that its admissions policies shall be nonsectarian. It is expected that the racial/ethnic make-up of the student population will be reflective of the public school age population in Volusia County, Florida.

C. Code of Conduct and Discipline

(1) The School agrees to maintain a safe learning environment at all times. The School will expect all students to abide by the District’s Code of Student Conduct and Discipline for elementary and secondary students. Any policies developed by the School to implement the Code of Student Conduct and Discipline shall be in accordance with the State Board of Education Administrative Rules, Federal Statutes, state and federal court decisions and District’s policies.

(2) The School will also distribute the District’s Code of Student Conduct and Discipline.

(3) The School agrees that it will not engage in the corporal punishment of its students.

D. Dismissal

The School shall be responsible for all matters relating to student discipline, including appeals concerning decisions made by the School. The District shall have no responsibility for hearing appeals from students or parents/guardians regarding disciplinary matters except for expulsion. The School agrees that the District shall make any determination of the expulsion of a student from the right to a public education through the District’s process.

VI. Support Services

A. Transportation

The School shall be responsible for providing transportation to students to and from the School who reside beyond two miles from the School but within a “reasonable distance” of the School. For the purpose of this charter, a “reasonable distance” shall be defined as within five miles of the School.

The transportation will be consistent with the requirements of sections 1006.21 through 1006.27, F.S., as well as Florida State Board of Education Administrative Rules for student transportation, section 6A-3.0001 through 6A-3.037, as may be amended from time to time. The School shall provide transportation for children with disabilities who enroll in the School in accordance with their Individual Education Plans (IEP). The School may contract with the District for this service at a cost agreed upon by the District and the School, provided the site is determined to be accessible in accordance with state law, state regulations and District policy, or with an individual parent as provided for within the District’s student transportation policies and

procedures or, subject to the approval of the District, with a private provider using a vehicle that meets federal motor vehicle safety standards. If the parties agree upon the District providing student transportation services, a separate memorandum of agreement must be agreed upon and executed. Services will not begin until the memorandum of agreement is executed by the School and returned to the District. If using a private firm or if the School itself is providing transportation, the School must submit the firm's name and a copy of the final transportation plan to the District, and proper documentation that all bus operators have been certified in accordance with established directives. The District reserves the right to determine if the School is in compliance with established federal, state and local standards. All bus operators who have not obtained proper certification to transport students shall not be allowed to transport any of the School's students until properly certified and approved by the District. The School must also provide the District with documentation of the thirty (30) day bus inspection required by Florida Administrative Code Rule 6A-3.0171. The District reserves the right to inspect the School's buses, bus routes, stop assignments and operator certification at any time, with reasonable advance notice (usually 24 hours) so as not to disrupt the School's operation, unless exigent circumstances exist. Any deficiencies found during a compliance review may result in the loss of transportation services until the School is in compliance. A bus evacuation drill will be conducted each semester. The School shall certify that such drill occurred on a form provided by the District. The School further agrees to ensure that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the School.

B. Security

The School shall meet the same all hazards security standards that other schools in the District are required to meet. The School shall ensure that its security manual parallels that of the District. The School shall send a copy of its safety and security procedures manual, law enforcement and fire department walk through documentation, and self-assessment review to the District on an annual basis. The School shall conduct regular safety and security drills and inspections of safety equipment in accordance with the schedule established by the District. The School shall be placed on the District's safety and security assessment calendar for annual review. The School shall also comply with all requirements of the Jessica Lunsford Act.

C. Lunch Program

The School shall be responsible for providing a lunch program that satisfies state and federal requirements. The School may contract with the District for school food service. If the parties agree upon this option, a separate memorandum of agreement must be agreed upon and executed. Services will not begin until the memorandum of agreement is executed by the School

and returned to the District. A failure to abide by the terms set out in that agreement may result in the agreement being terminated. The School will be responsible for reviewing all applications for free and reduced meals for accuracy and for sending all applications to the District for approval if the School agrees that the District is to make the reimbursement claims. The School will be responsible for sending a representative to all School Way Café district training workshops. If the School contracts with the District for school food service, the School will be responsible for ordering, picking up, delivering and serving meals to students, and for maintaining appropriate records to track meals. The School will provide the District with copies of the records within a time frame designated by the District's "School Way Café". The School will be responsible for paying for all meals received. The School will be responsible for complying with all state and federal regulations related to the national school lunch and breakfast program. Non-compliance with state and federal regulations could result in discontinuing services to the School from the District. The District's "School Way Café" must be reimbursed for any re-claims made by the state or federal government as a result of errors made by the School.

VII. Financial Accountability¹**Funding:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program, the same as students enrolled in other public schools in the Sponsor's district. The Sponsor shall make every effort to ensure that the School receives timely and efficient distribution of funds. Payments shall be issued no later than 10 working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within 10 working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of 1 percent per month calculated on a daily basis on the unpaid balance from the expiration of the 10 working days until such time as the warrant is issued. Funds received by the School under the terms of this charter shall only be used for the operation of the School in the Volusia County School District.

- a) Florida Education Finance Program (FEFP): The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's current operating discretionary millage levy; divided by total funded weighted full-time equivalent students (WFTE) in the school district; multiplied by the weighted full-time equivalent students for the School.
- i) The Sponsor shall advance FEFP funds by the 15th of each month.
 - ii) The Sponsor may distribute funds to the School for up to 3 months based on the projected full-time equivalent student membership of the School, or the final enrollment from the previous year, whichever is less.
 - iii) 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.
 - iv) If the students or programs at the School meet the eligibility criteria in law, the School shall be entitled to their proportionate share of categorical program funds included in the total funds available in the Florida Education Finance Program by the Legislature. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for the purposes for which such funds were established by the Florida Legislature, except where the charter school law provides flexibility in the use of the funds.

- v) Total funding 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. Additionally, funding for the School shall be adjusted during the year as follows: (a) in the event of a state holdback or proration, which reduces the Sponsor's funding, the School's funding will be reduced proportionately in accordance with Section 1002.33(17), Florida Statutes; (b) in the event that the Sponsor's district exceeds the state cap for weighted full-time equivalent (WFTE) in any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE; (c) in the event that an FTE audit or any other state or federally required audit of the School results in a loss of funds to the Sponsor, the Sponsor shall then deduct such assessed amount from the School's funding provided that the School has been provided notice of such FTE audit findings to allow the School the opportunity to challenge such FTE audit findings at its own expense. A worksheet including appropriate calculations will be provided by the District with each monthly payment. The final payment during any year shall be adjusted to reflect the final actual weighted full-time equivalent membership.
- b) Federal Funding: If the Sponsor is providing programs or services to students funded by federal funds, any eligible students enrolled in the School shall be provided, upon adequate documentation from the School, federal funds for the same level of service provided students in the schools operated by the Sponsor, pursuant to the procedures set forth in Section 1002.33(17)(c), Florida Statutes. Pursuant to provisions of 20 U.S.C. 8061 s. 10306, the School shall receive all federal funding for which the School is otherwise eligible, including Title I funding, not later than five months after the School first opens and within five months after any subsequent expansion of enrollment. For Federal or State grants in which the Sponsor is the fiscal agent or partner, the Sponsor will deduct the full amount of allowable indirect costs in all cases in which such costs are allowed by the funder. For the special case of charter school specific grants in which the funder allows indirect costs only when there is an agreement between the School and the Sponsor, the School voluntarily agrees that the Sponsor will deduct a reduced indirect rate of 2%. The Sponsor will be entitled to suitable direct costs (as agreed to by the School and the Sponsor) for administration of grants in which indirect costs are prohibited by the funder. The School shall comply with applicable Sponsor policy, procedures and internal deadlines for grant programs in which the Sponsor is the fiscal agent or partner for grant programs.

- c) Charter School Capital Outlay Funds: If the School is eligible for capital outlay funds pursuant to Section 1013.62, Florida Statutes, the Sponsor shall distribute such funds to the School as required by law and pursuant to agreement with the Sponsor.
- 2) Sponsor Administrative Fee: For the Sponsor's costs for administrative and educational services the Sponsor is required to provide pursuant to Section 1002.33(20)(a), Florida Statutes, the Sponsor shall withhold an administrative fee of five (5) percent of the available funds defined in Section 1002.33(17)(b), Florida Statutes, for all students, except that when 75 percent or more of the students enrolled in the charter school are exceptional students as defined in s. 1003.01(3), the 5 percent of those available funds shall be calculated based on unweighted full-time equivalent students. However, this administrative fee shall be withheld only for enrollment up to and including 250 students. If the School's enrollment is 251 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in Section 1013.62(2), Florida Statutes.
- 3) Sponsor's Bulk Purchasing Program: To maximize the use of state funds, the Sponsor shall allow the School to participate in the Sponsor's bulk purchasing program if applicable. The Sponsor will invoice the School monthly under such agreement, and the School shall issue payment no later than thirty (30) days after receipt of the invoice. If payment of an invoice is not issued with thirty (30) days after receipt of an invoice by the School, the School shall pay the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month, calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the payment is made.
- 4) Tuition or Fees: The School shall not charge tuition or registration fees, except those fees normally charged by other public schools.
- 5) Debt: The School shall be responsible for its own debts and shall not pledge the full faith and credit of the Sponsor for any debt. The School shall not levy taxes or issue bonds secured by tax revenues.
- 6) Fiscal Year: The fiscal year of the School shall be the same as the fiscal year of the Sponsor (July 1 through June 30).
- 7) Budget: The governing board of the School shall annually adopt and maintain an operating budget.

- 8) Financial Management: The financial management of the School shall be conducted by an individual(s) with sufficient training and experience to successfully provide all necessary financial services. Prior to the opening of the School, the School shall provide the Sponsor with a description of internal audit procedures and establishment of controls to ensure that financial resources are properly managed. The School must also provide to the Sponsor a reasonable demonstration of the professional experience or competence of those individuals or organizations hired or retained to perform such professional services and the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the School. The School shall provide the Sponsor with updates of these procedures, practices and documentation prior to implementation of the updates.
- 9) Financial Records, Reports and Monitoring: Section 1002.33(5)(b), Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the School. The parties agree that the Sponsor, with reasonable notice and specific justification in writing, may request at any time, and the School shall promptly provide, reports on the School's operations in a format acceptable to the Sponsor. Such reports shall be in addition to those required below.
- a) Financial Records: The School shall maintain all financial records that constitute its accounting system in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools".
- b) Monthly Financial Reports: The School shall provide to the Sponsor on or before the 15th day following the close of each month a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school pursuant to s. 1002.331, F.S. may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. The financial statement must be in a form prescribed by the Department of Education.
- c) Unaudited Annual Financial Reports: The School shall provide an unaudited annual financial statement to the Sponsor on or before July 31. The unaudited annual financial statement must be prepared in accordance with Governmental Accounting Standards Board (GASB) showing all revenues received, from all sources, and all expenditures for the period July 1 through June 30 of that year.
- d) Program Cost Report: The School shall provide program cost report information specified in Section 1010.20, Florida Statutes, in the state-required formats for inclusion in district reporting in compliance with Section 1011.60(1), Florida Statutes.

- e) Annual Property Inventory: The School shall adhere to the requirements pertaining to tangible personal property as set forth by the Florida Administrative Code 69I-73.006, including an annual inventory of tangible personal property, except for requirements for approval by the State Chief Financial Officer. Any tangible personal property owned by the Sponsor and located at the School may be inventoried at any time, without notice. The School shall provide the Sponsor with a copy of all annual tangible personal property inventory audit reports. The School shall not sell or dispose of any property received from the Sponsor without the written permission of the Sponsor.
- f) Annual Financial Audit: Following each school year of operation, the School shall obtain and pay for an annual financial audit of its accounts and records through June 30 of that year, pursuant to Section 218.39, Florida Statutes. The audit shall be conducted by an independent certified public accountant, selected pursuant to Section 218.391, Florida Statutes. The School shall provide the Sponsor with a copy of such an audit, as well as any responses to the auditor's findings by October 1 of each year. The audit must be conducted in accordance with the rules of the Auditor General adopted pursuant to Section 11.45, Florida Statutes. The Sponsor reserves the right to perform additional audits as part of the Sponsor's financial monitoring responsibilities as it deems necessary, and at its cost.
- g) Expedited Review and Corrective Action Plan:
 - i) The School shall be subject to an expedited review by the Sponsor if one of the following occurs:
 - (1) Failure to provide for an audit required by Section 218.39, Florida Statutes.
 - (2) Failure to comply with reporting requirements pursuant to Section 1002.33(9), Florida Statutes.
 - (3) A deteriorating financial condition identified through an annual audit pursuant to Section 218.39(5), Florida Statutes, or a monthly financial statement pursuant to Section 1002.33(9)(g), Florida Statutes. "Deteriorating financial condition" means a circumstance that significantly impairs the ability of the School to generate enough revenue to meet its expenditures without causing the occurrence of a condition described in Section 218.503(1), Florida Statutes.
 - (4) Notification pursuant to Section 218.503(2) that one or more of the conditions specified in Section 218.503(1) have occurred or will occur if action is not taken to assist the School.
 - ii) The Sponsor shall notify the governing board within 7 business days after one or more of the conditions specified in paragraph (i) occur.

- iii) The governing board and the Sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received as provided in paragraph (ii). 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 such plan.
- iv) The governing board shall include the corrective action plan and the status of its implementation in the annual progress report to the Sponsor which is required pursuant to Section [1002.33\(9\)\(k\)](#), Florida Statutes.
- v) If the governing board fails to implement the corrective action plan within 1 year after one or more of the conditions specified in paragraph (i) occur, the State Board of Education shall prescribe any steps necessary for the School to comply with state requirements.
- vi) The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements referenced in paragraph (v).
- vii) The School Board may decide not to renew or may terminate this charter if the School fails to correct the deficiencies noted in the corrective action plan within one 1 year after being notified of the deficiencies or exhibits one or more financial emergency conditions specified in Section 218.503, Florida Statutes, for two consecutive years. The School recognizes that under state law, this authority to terminate or not renew the charter does not affect the School Board's authority to terminate or not renew a charter pursuant to Section 1002.33(8), Florida Statutes.
- h) Financial Emergency and Recovery Plan:
 - i) If a financial audit conducted by a certified public accountant in accordance with Section [218.39](#), Florida Statutes, reveals that one or more of the conditions in Section [218.503\(1\)](#), Florida Statutes, have occurred or will occur if action is not taken to assist the School, the auditor shall notify the governing board of the School, the Sponsor, and the Commissioner of Education within 7 business days after the finding is made.
 - ii) If the School is found to be in a state of financial emergency pursuant to Section [218.503\(4\)](#), Florida Statutes, the School shall file a financial recovery plan pursuant to Section [218.503](#), Florida Statutes, with the Sponsor and the Commissioner of Education within 30 days after being notified by the Commissioner of Education that a financial recovery plan is needed.
 - iii) The governing board shall include the financial recovery plan and the status of its implementation in the annual progress report to the Sponsor which is required under Section [1002.33\(9\)\(k\)](#), Florida Statutes.

10) Reversion Upon Non-Renewal or Termination: In the event the School ceases operation or is dissolved, or this Charter is not renewed or is otherwise terminated, any unencumbered public funds from the School shall revert to the Sponsor except for capital outlay funds. Capital outlay funds provided pursuant to Section 1013.62, Florida Statutes, and federal charter school program grant funds that are unencumbered shall revert to the Florida Department of Education. All of the School's property and improvements, furnishings, and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. Any such item owned by the School shall be presumed to have been purchased with public funds unless the School's accounting records clearly establish that the item was purchased with other funds.

B. Reporting of Students

(1) The School shall submit to the District an estimate of full-time equivalent students for the succeeding school year by November 15 or other required date of the current school year. Should the implementation of class size requirements necessitate that the estimate be submitted by a different date, the District will notify the School of the new date.

(2) The School agrees to report its student enrollment to the District as provided in sections 1011.62, F.S., and in accordance with the definitions in section 1011.61, F.S. The District agrees to include the School's enrollment in the District's report of student enrollment.

(3) In order to facilitate the School's reporting requirements and in order to provide continuous data regarding students attending the School, the School will utilize the District's electronic data processing system and the District's procedures, which shall be consistent with Department of Education guidelines regarding the format for such electronic data, for the processing of information required for state/local reporting. The District will analyze the School's facility and develop a recommended hardware/software solution which provides the School with limited access to the District's data processing facility. Computer hardware will be provided to the School at the District's cost. No hardware or software will be attached to the District's network without the District's prior approval. Any violation of this requirement may result in loss of network services. The School shall be responsible for any installation costs for the hardware. Costs for the related installation of software programs shall be borne by the District. The School will be responsible for installation, maintenance and monthly charges for any data lines necessary to provide access to the District's electronic data reporting system. The School will be responsible for its own basic telephone and fax services.

(4) The District will also make available training for personnel of the School in the use of applications designated by the District which are necessary to respond to the requirements of

sections 1001.11 and 1008.345, F.S., including the annual report and the state/district required assessment program. The School will have necessary personnel attend workshops and training offered by the District information required for state/local reporting. The District's support for this function will be included as part of the 5% administrative fee described in this charter. Access by the School to additional data processing applications available through the District may be negotiated by the parties on a separate fee basis.

VIII. Risk Management

A. ESE Due Process Claims

The School shall be liable for all costs and attorney's fees incurred by the District in any actions related to the violation of Federal and State Statutes regarding the education of students with disabilities for which the School is responsible. While the District shall conduct the defense the School shall pay for the cost of any due process hearing(s) or court actions resulting from the actions of the School or its agents or the decision by a parent to challenge the appropriateness of the education being provided at the School and shall indemnify the District for all other costs and damages as is required by this charter. The costs include, but are not limited to fees for the hearing officer, legal transcriptions of testimony, court reporter, expert witnesses, legal representation, and the costs for any alternative placement as determined by the hearing officer. This section in no way modifies the indemnification provisions set forth in this charter.

B. Fidelity Bonds

Fidelity bonds, or fidelity insurance which provides coverage equivalent to a fidelity bond, will be purchased for all officers, directors, employees, or representatives of the School who have authority to receive and expend funds on behalf of the School, to the same extent and degree as officers and employees of the District. All bonds or insurance shall benefit the School and name the District as an additional named insured.

C. Indemnification

(1) The School shall indemnify and hold the School Board, its members, officers, employees, and agents (within this section collectively referred to as "School Board") harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including the costs and attorney's fees for the School Board's defense, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School, or its employees or other agents in connection with and/or arising out of their services within the scope of this agreement; (b) the School's material breach of this agreement or the law; (c) any failure by the School to pay its suppliers or any subcontractors; (d) any claim founded upon negligence in supervision of students of the School; (e) any claim of negligence in the hiring, supervision or

discipline of any officer, employee or agent of the School; (f) any claim of negligence in supervision as it relates to the obligations of the School under federal law; or (g) any claim of wrongful or negligent acts, actions or omissions on the part of the employees or agents of the School which occur in the performance of any duties within the scope of their office or employment arising out of the issuance of a charter to the School by the District. The School shall also indemnify, defend, protect and hold the School Board harmless against all claims and actions, including costs and attorneys' fees, brought against the School Board by reason of any actual or alleged infringement of patent, copyright or other proprietary rights in any material, process, machine or appliance used by the School, its officers, employees or agents. However, the School shall not be obligated to indemnify the School Board against claims, damages expenses or liabilities that may result from the negligence of the School Board, its members, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

(2) The duty to indemnify described in this charter will continue in full force and effect notwithstanding the expiration, non-renewal or termination of the charter with respect to any claim arising out of this charter or the operation of the School for such time as any such claim shall not be barred by any applicable statute of limitation.

(3) Notwithstanding anything herein to the contrary, neither party waives any part of its sovereign immunity, and any obligation of one party to indemnify, defend and/or hold harmless the other party as stated above shall extend only to the limits, if any and if applicable, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, F.S.) for claims falling within the coverage of that statute.

(4) The District shall notify the School of the existence of any third party claim, demand or other action, giving rise to a claim for indemnification under this provision (a "Third Party Claim"). The School shall make available to the District at the School's expense such information and assistance as the District shall request in connection with the defense of a third party claim.

(5) The duty to indemnify for professional liability as insured by a School Leaders Errors and Omissions policy shall continue in full force and effect notwithstanding the expiration, nonrenewal, or termination of this charter with respect to any claims based on facts or conditions which occurred prior to the expiration, nonrenewal, or termination. In no way shall the School's errors and omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured, or for which the School should have been insured under commercial general liability insurance,

automobile liability insurance or employer's liability insurance.

(6) Should the School enter into any arrangement to borrow or otherwise secure funds as may be authorized by law from a source other than the State of Florida or the District, the School shall indemnify the District from any and all liability, including but not limited to costs, attorney's fees and financial responsibility for the payment of the principal or interest. The School shall notify the District whenever it is entering into an agreement to borrow or otherwise secure funds, and shall provide the District with a copy of the Agreement. The District and School agree, and the School shall so notify any lender to the School, that any such loan, bond or other financial agreement is not an obligation of the state or the District but are obligations solely of the School and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or the District shall not be pledged and no debts shall be payable out of any moneys except those of the School. In addition, any mortgage entered into by the School shall not exceed the value of the property on which the mortgage is taken out, shall state that the lender recognizes the District's residual rights under the law, and shall require that if the property reverts to the mortgagor, and the property is sold for an amount in excess of the amount remaining due under the mortgage, the funds in excess of that remaining amount shall be forwarded to the District, less the costs related to conducting the sale.

D. Insurance

(1) The School shall obtain and maintain insurance coverage in compliance with the insurance requirements set out in the District's current charter school policy. The School shall have the District listed as an additional insured on all policies except Workers Compensation. The insurance obtained by the School shall apply on a primary basis. No funds, assets, insurance or self-insurance of the District shall be held to answer for the payment of any claims, judgments, charges, costs or obligations of the School unless otherwise agreed to by the District.

(2) As evidence of compliance with the insurance required by this agreement, the School shall furnish the District with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage no later than thirty (30) days before the initial opening day of classes each year. The evidence of insurance shall provide that the Insurer is required to notify the District if any insurance is canceled. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided. If, during the period when an insurer is providing insurance required by this charter, an insurer shall fail to comply with the minimum requirements established in the District's charter school policy, the

School shall, as soon as it has knowledge of such failure, immediately notify the District, and immediately replace the insurance with new insurance from an insurer meeting the requirements.

(3) 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 District or others. Any remedy provided to the School Board, its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this charter or otherwise. The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this charter does not establish minimum insurance requirements for subcontractors of subcontractors.

(4) As the School becomes aware of risks that have the potential to lead to claims, the School shall take the steps necessary to reduce the impact on the School. Such steps may include changes in procedures or practices, and the reservation of funds for the anticipated claim.

IX. Facilities

A. The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to section 1013.37, F.S., or with applicable state minimum building codes pursuant to Chapter 553, F.S., and state minimum fire protection codes pursuant to section 633.025, F.S., as adopted by the authority in whose jurisdiction the facility is located. Should the School decide to relocate at any time during this charter, the School must notify the District of the new proposed location for the School at least six (6) months prior to the move. The School will provide proof of the appropriate facility certification for occupancy and operations as a K-8 school, including all certificates that are required by the applicable building, fire, health and sanitation codes, to the District not later than fifteen (15) days prior to the first day of the month in which school is to open. Should the School decide to relocate at any time during this charter, the School will provide proof of the appropriate facility certification, including all certificates that are required by the applicable building codes, to the District not later than thirty (30) days prior to the first day of the month in which school is to open.

B. Any lease, except when the District is the Lessor, shall contain a clause recognizing that the District is not a party to the lease and shall not be responsible for fulfilling any term of the lease in the event that the School's charter is terminated or not renewed. Should the School enter into any mortgage or other debt obligation in order to purchase or build a facility on a site other than property owned by the District, the mortgage or other documentation of the debt obligation shall specifically recognize that should the School default on the mortgage or other debt obligation, and should there be any funds remaining subsequent to all foreclosure proceedings on the defaulted mortgage or other debt obligation, such funds shall be paid to the District. A mortgage or other debt

obligation shall not be incurred using property owned by the District or deeded by the District as collateral.

C. The School is responsible for compliance with all inspection requirements and/or license requirements that are mandated by the applicable local government and/or the state. The School shall provide the District with documentation that the School is in compliance with all such requirements by May 1 of each year of operation.

D. The School will allow the District access to the facility to inspect the facility and to ensure compliance with this charter and any other agreement between the parties.

X. Human Resources and Teacher Qualifications

A. Employment

(1) The parties to this contract agree that the School shall select its own employees. The School will be a private employer.

(2) The employment practices of the School shall be nonsectarian and will not violate the anti-discrimination provisions of state and federal law.

(3) Terms and conditions of employment shall be determined by the Board of Directors. Employees will be entitled to receive insurance coverage provided by the School's health insurance program. All employees of the School will receive a salary in their first year that will be competitive (within 20%) with the District's adopted salary schedule. The School shall provide all evaluation programs required by law for new teachers to receive and maintain certification.

(4) The School will notify the Sponsor within 24 hours of any termination of employees.

B. Teacher and Employee Qualifications

(1) Teachers employed by the School will be properly certified as required by Chapter 1012, F.S., and shall also meet the qualification standards required under the No Child Left Behind Act. Criteria for hiring all other staff shall be in accordance with their educational and/or experiential backgrounds that match the job responsibilities they will be expected to perform. The School agrees to disclose to the parents' of its students and to the District the qualifications/certifications of its teachers during the enrollment process. The qualifications of teachers also will be advertised in the School brochure. The School shall not employ any person who has been terminated or non-renewed by the District except with District's consent. The School shall not employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by Florida or any other state. The School may not knowingly employ an individual who has

resigned from a school district in lieu of disciplinary action with respect to child welfare or safety. The School may employ or contract with skilled selected noncertified personnel to provide instructional services (if allowed by federal law) or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012, F.S., and as provided by State Board of Education rule for charter schools.

(2) The District's Personnel Department shall process the School's certification applications.

(3) All employees of the School will be fingerprinted at a site designated by the District and in accordance with section 1012.23, (F.S.), with the cost to be borne by the individual being fingerprinted. The School will establish and maintain an alcohol and drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. section 701 et seq and rules at 34 C.F.R. Part 85 Sub-Part F. In addition, if the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V) regulations at 49 C.F.R. Parts 40 and 382, and Section 1012.45. Drug testing will also be conducted through the District's established program. The individual applicant shall pay the cost of pre-employment drug-testing. The School shall bear the cost of any other drug testing required by law. The results of all fingerprint reports shall be provided to the School along with reports from the drug testing. The District's Personnel Department and/or Professional Standards Department shall review those reports and determine clearance. The School shall comply with all personnel requirements set out in Florida Statute that are applicable to the District. The School agrees that its employees shall be required to abide by the guidelines and/or standards of conduct set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6-B1.006, Principles of Professional Conduct for the Education Profession in Florida.

(4) The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a crime of moral turpitude. The School shall not allow any person with a criminal conviction to serve in any capacity with the School or its governing body whether employed directly by the School or its governing body or by a contractor without the written consent and approval of the Executive Board. A copy of the written consent and approval shall be immediately delivered to the District and shall be placed in the person's personnel file maintained by the School.

(5) Teachers and classified employees who are currently employed by the District and who request leave to teach at the School, shall be granted leave for the term of the charter except as

provided below. Teachers and classified employees who are currently employed by the District or who the District clears for employment with the District, including, but not limited to, reference checks and criminal background check clearance and who desire to return to or enter the District's employ, who are then still employed by the School, shall be placed on the District's list of unassigned teachers and shall be re-employed by District if recommended by a principal for a position at the principal's school and recommended by the Superintendent and approved by the School Board. For those employees granted leave from District to work at the School, the District will allow years of service earned and unused sick leave at the School to be transferred back to the District for the purpose of placement on the salary schedule, if the employee becomes re-employed by District. Employees' employment with the School shall be solely under the direction and control of the School and they shall not be acting, while working for the School, as employees of the District. The District shall not be obligated to grant leave to any employee identified by the District as being in a position it deems as having a shortage of qualified candidates.

XI. Governance Structure

A. Governing Structure and Employer Status

The School is a not-for-profit corporation formed and organized under the applicable laws of the State of Florida, and for the duration of this charter shall take all actions necessary to maintain that status in good standing. The School's activities and affairs shall be managed by a Board of Directors.

B. Selection of the Board of Directors and Plans to Maintain Continuity with Organizing Group's Vision

All members of the Board of Directors shall undergo background screening as provided in section 1012.32, F.S. The School shall provide the District with a list of the members of the School's Board of Directors, and shall update that list whenever there is a change in the makeup of the Board. The Board will consist of individuals of high moral character who are leaders in the School's community or in the nation and who have evidenced sincere concern for the welfare of children and for the improvement of education. The members of the board will reflect the diversity of cultural, academic, and professional expertise that is essential for fulfilling the School's mission. The composition of the board will include a business leader from the community-at-large, an educator, a parent representative and a community leader. The number of members, selection of candidates, length of terms, process for filling vacancies shall be established in the School's by-laws.

C. Roles and Responsibilities of the Board of Directors

The Board of Directors shall meet a minimum of four (4) times per year. The Board will elect a Chairman, Vice-Chairman, Secretary and Treasurer. The minutes from meetings of the Board shall be posted within five (5) working days of each meeting at locations at the School. An agenda for each meeting will be posted three days in advance of the meeting. The Board will oversee the responsibilities of the School and set policy and direction for the School. The Board will assume responsibility for all fiduciary, legal and regulatory compliance issues. The roles and responsibilities of the Board will include:

- (1) annually adopting and maintaining an operating budget;
- (2) retaining the services of a certified public accountant or independent auditor for the annual financial audit, who shall submit the report to the Board;
- (3) reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan, if applicable;
- (4) monitoring a financial recovery plan in order to ensure compliance, if applicable;
- (5) establishing and overseeing operational policies, academic accountability, and financial accountability;
- (6) exercising continuing oversight of the School's operations;
- (7) reporting the School's progress annually to the District, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports;
- (8) participating in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.
- (9) make full disclosure of the identity of all relatives employed by the School in accordance with section 1002.33(7)(a)18, F.S.;
- (10) adopt policies establishing standards of ethical conduct for instructional personnel and school administrators in accordance with section 1002.33(12)(g)3, F.S.;
- (11) comply with the standards of conduct set out in sections 112.313(2), (3), (7), and (12), and 112.3143(3), F.S.;
- (12) avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;
- (13) operate in compliance with the Sunshine Law, section 286.011, F.S.; and
- (14) operate in compliance with chapter 119, F.S., relating to public records.

D. Nature of Parent/Guardian Involvement in Decision-Making Matters

A Parent-Teacher Resource Group (PTRG) will be established at the beginning of the school year. A representative from the School will meet with the PTRG on a regular basis to insure that all issues regarding the management and operation of the School are resolved.

E. Education Service Provider/Management Company

Should the School decide to retain an Education Service Provider/Management Company (ESP) to conduct a significant portion of the School's operation, the following terms shall apply.

(1) The School shall submit a copy of any proposed contract for such services to the District at least thirty (30) days prior to the contract being executed. The School shall also submit written documentation demonstrating due diligence in the selection process of an ESP, and in the negotiation of the proposed agreement, including documentation that the funds to be paid to the ESP are consistent with industry standards in the charter schools in the State of Florida. Any proposed contract shall clearly identify the amount the ESP is to be paid. Included with that contract will be a statement of the qualifications and the professional experience or competence of those individuals or the organization hired or retained to provide such services, and a clear description of their responsibilities.

(2) The School must clearly demonstrate that a performance based "arms-length" relationship will exist between the School and the ESP.

XII. Term

A. Effective Date

This Contract shall become effective upon final execution, and shall remain in effect through and including June 30, 2019.

B. Start-Up Date

The start-up date of the School shall be consistent with the beginning of the District's school calendar for that school year. The School shall provide instruction not less than the number of days required by law for other public schools.

C. Renewal/Termination

(1) This Contract may be renewed provided that a program evaluation demonstrates that the criteria in Section 1002.33(7)(a), (F.S.) have been successfully accomplished and that none of the grounds for non-renewal established by Section 1002.33(8)(a), (F.S.) have been documented. This Contract may be renewed in increments of five (5) years by mutual agreement of both parties, or for a longer duration as discussed in Section 1002.33(7)(b), (F.S.).

(2) This Contract may be modified during its initial term or any renewal term upon the

approval of both parties to the modification of the Contract at open public sessions of the governing bodies of the District and the School. Such modifications shall be in writing and executed by the parties.

(3) The Contract may be terminated or non-renewed as provided for by Sections 1002.33(7)(a)12 and 1002.33(8), (F.S.), as same may from time to time be amended.

(4) Notice of any renewal, non-renewal or termination of this charter shall be provided at least ninety (90) days prior to the end of the term of the charter or termination of the charter, whichever is applicable, and shall be in accordance with the criteria set out in Section 1002.33(8), (F.S.). The School may, within thirty (30) days after receiving the District's decision to non-renew or terminate this charter, file an appeal with the State Board of Education as set forth in Section 1002.33(6), (F.S.), and associated administrative rules governing such procedure.

(5) In case of termination of the Contract, any property, improvements, furnishings, equipment and materials purchased by the School with public funds and any unencumbered public funds shall revert back to the District. Any such item owned by the School shall be presumed to have been purchased with public funds unless the School's accounting records clearly establish that the item was purchased with other funds. Any real estate that was purchased with public funds that has a mortgage shall revert to the mortgage company/bank with the District having first right of negotiation for the real estate property, and any further sale of the property being subject to the requirements set out in section VIII., (C) (6).

(6) If this Contract is not renewed or is terminated, the governing body of the School shall be responsible for all the debts of the School. Any contract entered into between the School and a third party must provide that the third party is not entering into a contract with the District. The District may not assume the debt from any contract for services made between the governing body of the School and a third party. An exception may be made for a debt that is previously detailed and agreed upon by both the District and the governing body of the School and that may not reasonably be assumed to have been satisfied by the School or its governing body.

XIII. Statutory Requirements

A. The School will comply with the provisions of Chapter 119, (F.S.), the state's public records law, in all of its financial, business, membership matters, and all of the School's records, except student information under FERPA and applicable state law, as well as other information excepted from the application of the public records law, shall be open to the public. All meetings of the School's governing body shall be open to the public pursuant to Section 286.011, (F.S.), relating to public meetings. As to all meetings of the School's governing body for which minutes

are required by Florida law, a copy of such unapproved minutes shall be forwarded to the District within thirty (30) days of the meeting.

B. The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strive affirmatively to provide equal opportunity for all as required by, but not limited to, the following laws:

- (1) Title VI of the Civil Rights Act of 1964 – prohibits discrimination on the basis of race, color, religion, or national origin.
- (2) Title VII of the Civil Rights Act of 1964, as amended – prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.
- (3) Title IX of the Education Amendments of 1972 – prohibits discrimination on the basis of gender.
- (4) Age Discrimination in Employment Act of 1967 (ADEA), as amended – prohibits discrimination on the basis of age with respect to individuals who are at least 40.
- (5) Section 504 of the Rehabilitation Act of 1973 – prohibits discrimination against the disabled.
- (6) Americans with Disabilities Act of 1990 (ADA) – prohibits discrimination against individuals with disabilities in employment, public service, public accommodations, and telecommunications.
- (7) The Family and Medical Leave Act of 1993 (FMLA) – requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons.
- (8) Florida Educational Equity Act – prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.
- (9) Florida Civil Rights Act of 1992 – secures for all individuals within the state, freedom from discrimination because of race, color, religion, sex, national origin, age, handicap or marital status.
- (10) Veterans are provided reemployment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.

XIV. Annual Report

The School shall report its progress annually to the District, at the same time as other accountability reports (school improvement plans) are submitted to the District by other schools operated by the District, which shall forward the report to the Commissioner of Education, at the same time as

other annual school accountability reports. The annual reports shall be provided in the format developed by the Department of Education, and shall include at least the following components:

- A. Student achievement performance data, including the information required for the annual school report and the education accountability system governed by sections 1008.31 and 1008.345, F.S. The School shall be subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the School's performance projections identified in the charter. The charter school shall identify reasons for any difference between projected and actual student performance. The "projections identified in this charter" shall be those goals and objectives set out annually as described in in section III.B.(1) of this charter.
- B. The financial status of the School which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
- C. Documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; and
- D. Descriptive information about the School's personnel, including salary and benefit levels of the School's employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

XV. Academic Accountability

A. Programs

(1) The School agrees to implement its educational and related programs as specified in the School's approved application as modified by this Contract, setting forth the School's curriculum, the instructional methods, and any distinctive instructional techniques to be used.

(2) All eligible students at the School will be provided with programs implemented in accordance with federal, state and local laws, regulations, rules, policies, and procedures, including but not limited to: Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act of 1973; sections 1000.05, 1001.42 and 1003.57 (F.S.), Chapter 6A-6 of the Florida Administrative Code; 34 C.F.R. Parts 104 and 300; the District's Special Programs and Procedures Policy; applicable sections of the District's Student Progression Plan Policy; and the Code of Student Conduct and Discipline sections relating to students with disabilities. These laws and regulations together with other applicable federal laws and regulations and state law and administrative rules govern both the educational and related services to be provided to the students. Such services include but are not limited to: a non-discriminatory policy regarding placement,

assessment, identification and selection; free appropriate public education consisting of both educational and related services (FAPE); and individual educational plans (IEP's) to include such IEP meetings with the student's parents as are required or necessary. The School will utilize consultation and co-teaching models, or other appropriate models, with students being served in the least restrictive environment.

(3) Utilizing the District's electronic IEP system and process, parents of students with disabilities will be afforded notice and an explanation of required procedural safeguards in their native language, to include the areas of notice and consent, independent educational evaluation, confidentiality of student records, due process hearings and surrogate parents. Notice of procedural safeguards will be provided by the School in the form and manner prescribed by the Florida Department of Education through Florida Administrative Code Section 6A-6.03311 and such directives and technical assistance papers as may be issued by the Florida Department of Education.

(4) Individual educational plans (IEP's), as required, and functional behavior plans as necessary or appropriate will be developed for each student by the IEP team in accordance with the District's Special Programs and Procedures. In accordance with IDEA, a compliance monitor (staffing specialist) from the District will provide guidance in compliance with applicable law, regulations, rules, and policies regarding the development and/or revision of a student's IEP, proposals to change the educational placement of a student, or proposals to qualify a student for, or dismiss a student from an exceptional student educational program. The District will serve as the LEA at all eligibility staffings and initial IEP meetings for all students. The scheduling of all such eligibility staffings and initial IEP meetings shall be coordinated with the District's designated ESE representative for the School. The IEP team will review the student's IEP at least once per year with a parent/guardian unless otherwise required by law. A matrix must be reviewed at every IEP meeting reflecting the current services from information located in the student's IEP. If the services change as a result of the IEP team decision, a new matrix must be completed. The IEP, and not the matrix of services document, determines the exceptional student education services the student will receive. The services identified on the IEP and subsequently checked on the matrix must be based on the individual needs resulting from a student's disability and may not simply reflect services offered to all students in a particular class or program. A change in a matrix cost factor will require participation and review by a District Placement Specialist from the District.

(5) Students requiring speech, physical or occupational therapy, vision or hearing services, hospital/homebound or other specialized services identified on the IEP will be provided

such services by the School in accordance with the applicable laws and rules governing education of students with disabilities.

(6) The School shall have proportionate access to evaluation services from staffing/placement specialists, school psychologists and social workers employed by the District, as well as technical assistance on ESE issues, including assistance from the District's adaptive assistive technology team. Any other ESE services provided by the District must be mutually agreed upon by the District and the School, including the cost to the School. The School will use the forms and the electronic IEP system developed and approved by the District for ESE. The School will provide instruction for ESOL qualified students as required by law. The School will meet the requirements of the Consent Decree entered in LULAC, et. al. v. State Board of Education, including but not limited to, all in-service requirements for teachers. The School will use all District developed and approved forms and procedures with regard to ESOL.

B. Assessment and Evaluation

(1) In accordance with state law and the District's procedures, students at the School will participate in all assessment programs in which the District students in comparable grades/school participate, or to have written approval by the District of any exemptions from the use of specific tests. To facilitate this participation, the District will provide for applicable School staff all services/support activities which are routinely provided to the District's staff regarding implementation of district and state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting) (2)

Pursuant to the statutory requirements that the School submit an annual progress report, which is inclusive, among other elements, of comparative student performance data and information required by section 1008.345, (F.S.), the School agrees to utilize data provided through its participation with the District in electronic data processing systems pertaining to admissions, registration, and student records.

(3) The School agrees to allow the District reasonable access to review data sources, including collection and recording procedures, in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in the Contract, have been met.

(4) A program evaluation will be conducted by the District annually. Any areas marked as non-compliant will be brought into compliance with the requirements of the charter and/or applicable law within thirty (30) days, unless the nature of the area is such that the same cannot be reasonably cured within thirty (30) days, in which case the School shall take reasonable steps within thirty (30) days to commence bringing the area into compliance. Issues related to

health and safety shall be addressed immediately. A failure to bring any health and safety issue marked non-compliant into full compliance shall constitute grounds for the School Board to terminate the charter. Other formal on-going monitoring and inspections will take place no more than four (4) times a year. Section 1002.33(5)(c), (F.S.) requires the District to monitor and review the progress of the School towards the goals established for the School in this charter.

(5) Legislation regarding charter school implementation requires the District to provide to the Commission of Education an analysis and comparison of the overall performance of the School's students. The parties agree that the District will utilize results from the state and district required assessment programs referenced in this Contract and the data elements to be included in the annual report which the School is required to submit pursuant to section 1002.33, (F.S.).

(6) The School shall ensure that the School is innovative and consistent with the state education goals established by section 1000.03, (F.S.). The District shall ensure that the School is innovative and consistent with the state education goals established by section 1000.03, (F.S.) as part of the annual evaluation conducted by the District.

C. Records

(1) The School will maintain both active and archival records for current/former students in accordance with state law. The School will ensure that all student records are kept confidential as required by applicable state and federal laws. The School shall keep true and complete copies of the personnel files of all persons employed by the School. Such files shall be maintained by the School at a readily accessible location in Volusia County and shall be open to public inspection as provided by law.

(2) All permanent records of students leaving the School, whether by transfer to another District school, or withdrawal to attend a private school or another school system, will be transferred to the District in accordance with the state law. Records will be transmitted to the District at its main offices in DeLand, Florida. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code. The School may retain copies of departing students' academic records created during the students' attendance at the School.

(3) Upon termination or expiration of this charter, the School agrees to deliver all school records and student records to the District immediately and without delay.

XVI. Additional Contract Terms

A. The District agrees to place the School on the District's inter-school mail route and to allow

the School limited access to any internal electronic communications systems. The School shall be responsible for any additional hardware, software and/or communications lines necessary to provide this access. Access to these communications systems is limited to communications between the School and the District unless otherwise mutually agreed upon.

B. The District agrees to request its staff members to send all memos and other notices regarding curriculum, staff development, performances and other events open to public school students and any other information that is necessary for the School to complete all reports required by the District, State, or other person/organization in an effective and timely manner.

C. The District will consider requests from the School to apply to the Commissioner of Education for a waiver of provisions of the Florida School Code, which are applicable to charter schools under this section and which are in accordance with the law.

D. The District agrees to provide all information related to individual student records prior to or at enrollment including student academic performance, attendance, and disciplinary records as would commonly be available to a District school, in accordance with law.

E. Unless otherwise exempted by applicable Florida Statutes, the School will complete federal and state reports in accordance with the timelines and specifications of the District and the State and Federal Departments of Education. The School shall be responsible for completing, in a timely manner, all reports, such as school improvement plans, individual professional development plans, academic improvement plans, etc., required by the Department of Education.

XVII. Miscellaneous

A. Severability: If any word, phrase, sentence, paragraph or provision of this charter shall be deemed illegal or void as against public policy, such word, phrase, sentence, paragraph or provision shall not operate to invalidate the entire charter, if it may be deleted without impairing the validity or intent of the whole agreement.

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

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

D. Entire Agreement: This document and other documents referred to in this document which are incorporated by reference, including but not limited to, the School's application, and any other

subsequently written and executed lease or memorandum of agreement, constitute the full, entire, and complete agreement of the parties. All prior representations, understandings and agreements are superseded and replaced by this charter. This charter may be altered, changed, added to, deleted from, or modified only through the voluntary, written, mutual consent of the parties.

E. Assignment: This charter shall not be assigned by either party without the prior written consent of the other party.

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

G. Default and Opportunity to Cure: Uncured non-compliance with any of the terms and conditions of this contract shall constitute a material breach of contract and good cause for termination.

H. Survival: All representations and warranties are for the life of the contract.

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

J. Applicable Law and Venue: This charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that state. The proper venue for any litigation arising under this charter shall be Volusia County, Florida. 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 either of the parties. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.

K. Law, Rule or Regulation as Amended: Whenever reference is made to a statutory law, rule, regulation, or the Florida Standards in this charter, such reference shall mean such law, rule or regulation as may from time to time be amended.

L. Statutory Amendment: It is anticipated that during the term of this charter there may be substantive and numerical amendments to the federal, state, and local statutes, regulations, rules and policies that are referenced in this charter. If any federal, state or local statute, regulation, rule or policy is renumbered and/or amended then the reference to that statute, regulation, rule or policy is intended to reflect the renumbering or amendment. If any state or federal statute affecting the School is amended or enacted during the term of this charter in such a manner as to make any provision of this charter invalid or contrary to law in effect after such amendment, then the parties agree that they will meet to discuss an amendment to this charter to rectify the conflict. If the parties are unable to agree to an amendment, then, within thirty (30) days of written notice by either

party that the agreement to a requested amendment cannot be reached, the parties will submit to the dispute resolution process as set forth in this charter.

M. Notices: Where written notice is required by this charter, it shall be directed to the other party at the address hereinafter provided, or to such other address as either party may designate by notice from time to time in accordance herewith, and to the attention of the individual designated by the Superintendent of Schools for the District, and to the Principal for the School:

Principal
Volusia Charter School of Excellence, Inc., d/b/a Ivy Hawn Charter School for the Arts
565 S. Lakeview Drive, Unit 100
Lake Helen, FL 32744

The School Board of Volusia County
Attention: Designee

N. Authorization: Each of the persons executing this charter represent and warrant that he or she has the full power and authority to execute the charter on behalf of the party for whom he or she sign, and enters into this charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

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

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

VOLUSIA CHARTER SCHOOL OF EXCELLENCE, INC., d/b/a Ivy Hawn Charter School for the Arts

BY:

Chairman of the Board

SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

BY:

Candace Lankford, Chairman
School Board of Volusia County

ATTEST:

Margaret A. Smith, D.Ed.
Superintendent of Schools