

CHARTER SCHOOL CONTRACT
PINELLAS PREPARATORY ACADEMY, INC.
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CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT (the "Charter") entered into this 25th day of May, 2004, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and PINELLAS PREPARATORY ACADEMY, INC., a Florida not-for-profit corporation (hereinafter referred to as the "School").

WHEREAS, the Sponsor has the authority pursuant to Chapter 1002.33, Florida Statutes (2003), to grant to a non-profit organization a charter to operate a charter school within the school district; and

WHEREAS, the School is a not-for-profit corporation and desires to operate a charter school within the Sponsor's school district for the purposes set forth in the Schools' charter school application which is attached hereto as Appendix I and incorporated herein by reference; and

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

WHEREAS, it is the intent of the parties that this Charter serve as the agreement for the operation of the School.

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

ARTICLE 1.0 GENERAL PROVISIONS

- 1.1 Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
- 1.2 Application: The School's approved application to operate charter, initial signed charter contract, and any amendments thereto is appended hereto as Appendix I as incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix I, the provision of this Charter shall prevail.
- 1.3 Effective Date and Renewals: The effective date of this Charter and renewals shall be as set forth below.
 - 1.3.1 Effective Date: This Charter shall become effective upon the signing by both parties, and shall cover term of two (2) years commencing July 1, 2004, and ending on June 30, 2006, except as otherwise provided in this Charter.
 - 1.3.2 Start-Up-Date: For each school year, the initial start-up date of the School shall be consistent with the beginning of the Sponsor's public school calendar for the school year.

- 1.3.3 Renewal: After the initial term of this Charter pursuant to 1.3.1, this Charter may be renewed every five (5) school years or longer by mutual written agreement of the parties, pursuant to Florida law.
- 1.3 Modifications: This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties.
- 1.4 Non-Renewal: At the end of the term of the Charter, in accordance with procedures relating to non-renewal found in sections 1.6 et seq., the Sponsor may choose not to renew the School's Charter for any of the following reasons:
- (a) A failure by the School to meet the requirements for student performance stated in this Charter;
 - (b) A failure by the School to meet generally accepted standards of fiscal management;
 - (c) A violation of law by the School;
 - (d) Other good cause shown; or
 - (e) Other reasons after notice and a time to cure as required by this Charter, or as set forth in section 228.056, Florida Statutes (2000), as it may be amended.
- 1.5.1 Default. Default shall occur if the School fails to observe perform any of the other terms or provisions to be observed or performed by School as set forth in this Charter and such failure is not cured within thirty (30) calendar days after the School is given written notice thereof by Sponsor, unless a different cure period or procedure for curing said failure is otherwise specifically provided for in this Charter.
- 1.5 Procedures For Non-Renewal or Termination: Termination during the term of the Charter or non-renewal of the Charter shall be permitted in accordance with the procedure below.
- 1.6.1 Grounds: During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed in 1.5(a)-(e) above. This Charter may be terminated immediately if the Sponsor determines that good cause has been shown or the health, safety or welfare of the students is threatened or impaired unless an immediate and mutually agreeably cure can be instituted. The Sponsor may assume the operation of the School under these circumstances for a period of time as determined solely and exclusively by the Sponsor.
- 1.6.2 Notice from Sponsor; Appeal: Except when terminated immediately pursuant to paragraph 1.6.1 above, the Sponsor shall provide written notification to the School of a proposed non-renewal or termination of this Charter at least ninety (90) days prior to the proposed action. The notice shall state in reasonable detail the grounds for the proposed action and provide that the School's governing body may, within fourteen (14) calendar days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing concerning grounds for non-renewal or termination of the charter within thirty (30) days of receiving a written request from the School's governing body.

The School's governing body may, within fourteen (14) days after receiving the Sponsor's decision to either terminate or to not renew the Charter, appeal the decision as provided by law.

- 1.6.3 Notice from School: The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Charter as to the School's intent to renew or not renew.
- 1.6.4 Records: Upon termination or expiration of this Charter, the School agrees to deliver all school records and student records to the Sponsor immediately and without delay. The School may retain copies of delivered records, as it deems necessary or appropriate.
- 1.6.5 Debts: If this Charter is not renewed or is terminated, the governing body shall be responsible for all debts of the School. Upon termination or non-renewal of this Charter, the School shall wind up the School's affairs, collect all sums due to the School, pay its debts and transfer to the Sponsor any unencumbered funds that may remain. The Sponsor will not assume the debt from any contracts for goods or services made between the governing body of the School and any third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing board of the School.
- 1.7 Statutory Requirements: The School will comply with: section 228.056, Florida Statutes, and any regulations adopted by the State Board of Education or other state agency, or amendments thereto, pertaining to charter schools; and all applicable federal, state and local laws pertaining to civil rights and student health, safety and welfare.
 - 1.7.1 Public Records: the School shall comply with the provisions of Chapter 119, Florida Statutes, in all of its financial, business and membership matters. All the School's records, except personally identifiable student records, shall be public records and subject to provisions of Chapter 119, Florida Statutes, including those relating to records retention.
 - 1.7.2 Public Meetings: All meetings of the school's governing body shall be open to the public pursuant to section 286.011, Florida Statutes. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of such minutes to the Sponsor if requested within thirty (30) calendar days.
- 1.8 Dispute Resolution: Subject to the applicable provisions of chapter 228.056, Florida Statutes, disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally shall be resolved according to the following dispute resolution process.
 - 1.8.1 The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.

- 1.8.2 The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.
- 1.8.3 If the parties are unable to reach agreement, they will jointly appoint Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation service. If free mediation services are available through Florida State Resolution Center or other entity, the parties may mutually agreed to use such services. The cost of mediation shall be shared equally by the parties.
- 1.8.4 Upon resolution of the problem, responsible persons for both parties will develop a joint written explanation indicating resolution. This document will be retained with this Charter. If an amendment to this Charter is necessary, the amendment will be submitted for action by both parties.
- 1.8.5 If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies.

ARTICLE 2.0: STUDENTS

- 2.1 Community: The community to be served by this Charter School is defined in Appendix I to this agreement.
- 2.2 Racial/Ethnic Balance: Subject to the restrictions set forth in Appendix II, the School agrees that it shall develop and implement strategies to achieve a racial, ethnic balance reflective of the community it serves and shall be in compliance with all applicable provisions of Court Orders and Stipulations in the case of *Bradley, et al. v. Pinellas County School Board, et al.*
 - 2.2.1 Racial Ratio Limitations: The School will admit black and non-black applicants as required by Florida law subject to the limitation that the School's total enrollment must be within the racial ratio limitations established in Appendix II for public schools at similar grade levels (and, during the period of controlled choice, within the same choice area). [Amended Stipulation, June 28, 2000, II.2.(b)(iii)].
 - 2.2.2 Applicants from Sponsor's Schools: Prior to the period of controlled choice starting in the 2003-04 school year, the School will admit applicants as required by Florida Law, subject to the limitation that an applicant may not be admitted if his or her withdrawal from the public school to which he or she would otherwise be assigned by the Sponsor ("the sending school") would (based upon the Sponsor's projected enrollments of black and non-black students at each school for the school year for which admissions are to be made) cause the sending

school to fall outside the racial ratio limitations established for the sending school by Appendix II.¹ [Amended Stipulation, June 28, 2000, II.2.(b)(iv)].

2.2.3 Diversity Choice Goal:

- (a) The optimum diversity percentage is the percentage of black students in the Sponsor's elementary school attendance sub-area in which the School is located.
- (b) The diversity choice goal is that the School should strive to have a black student population that is at least 80 percent and no more than 120 percent of the optimum diversity percentage of the elementary school attendance sub-area in which the School is located. (Sponsor's Choice Plan, October 24, 2000, as amended October 22, 2002, Section XII, page 22).

2.3 Non-Discrimination: The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students were served in English for Speakers of Other Languages (ESOL) programs; and that shall not violate the anti-discrimination provisions of chapter 1000.05, Florida Statutes, (2003), the Florida Educational Equity Act.

2.4 Non-Sectarian: The School's admissions policies shall be non-sectarian as required by section 1002.33, Florida Statutes (2003).

2.5 Students with Disabilities: Students with disabilities who are enrolled in the School shall be provided programs implemented in accordance with federal and state laws and local policies and procedures. Current applicable authorities are the Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act of 1973; sections 228.2001 and 230.23(4)(m), Florida Statutes; Chapter 6A-6 of the Florida Administrative Code; the Sponsor's *Special Programs and Procedures* document and Policy 5.17, *Exceptional Student Education*; and sections of the Sponsor's Pupil Progression Plan and Code of Student Conduct dealing with students with disabilities.

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

2.5.2 Free Appropriate Public Education (FAPE): The School shall provide a FAPE to each exceptional student enrolled in the School.

2.5.3 Individual Education Plans (IEPs): The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP development and placement. The School and

¹ Each applicant who is not admitted because of this requirement may be retained on a waiting list, and after the ten-day enrollment count at the commencement of the school year has been completed, may be offered admission to the School if his or her admission will not cause the School to fall outside the racial ratio requirements applicable to it and also will not caused the sending school to fall outside the racial ratio requirements applicable to the sending school.

the Sponsor will schedule and conduct an IEP meeting with the student's family at mutually agreeable times for each eligible exceptional student enrolled in the School.

- 2.5.4 Local Education Agency (LEA): the Sponsor will serve as the LEA at all eligibility staffings and IEP meetings for all students.
- 2.5.5 Least Restrictive Environments: Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such the education in regular classes with the use of supplementary aides and services cannot be achieved satisfactorily. Students whose needs cannot be adequately addressed at the School will be appropriately referred by the School to the Sponsor for placement assessment, and the School's staff will work together with the Sponsor's personnel to insure that the needs of the students are met.
- 2.5.6 Cooperation: School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. The Sponsor will provide legal representation to the School in any legal or quasi-legal activity regarding the educational program or placement afforded ESE students attending or admitted to the School, such as mediation, due process hearings, appeal, other court action, or a formal complaint. The School will reimburse the Sponsor for reasonable associated legal costs, including but not limited to, reasonable attorney's fees and expert witness fees. The Sponsor may waive such reimbursement if it deems such action to be appropriate.
- 2.5.7 Procedural Safeguards: Parents of students with disabilities shall be afforded notice of procedural safeguards in the native language, as provided by the Florida Department of Education.
- 2.5.8 ESOL/ESE Students: Students enrolled at the School who have limited proficiency in English will be served by ESOL-certified personnel who will follow the Sponsor's District Plan for limited English Proficient Students. The School will comply with the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education*.
- 2.5.9 Federal and State Reports: Unless otherwise exempted by Chapter 228, Florida Statutes, the School will complete federal and state reports in accordance with the time lines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision after notice shall be considered good cause for termination or non-renewal of this Charter.
- 2.6 Enrollment Process: Subject to the limitations of Appendix B, the School agrees to enroll eligible students by accepting timely applications, unless the number of applications exceeds the capacity of a grade level or other facility utilized. In such case, all applicants will have an equal chance of being admitted through a random selection process.

2.6.1 Preference for siblings and children of employees and Board members: Preference may be given to siblings of students enrolled in the School, children of employees of the School, and children of board members of the School.

2.6.2 Procedure: Each year, after it has made preliminary admissions decisions in accordance with the provisions of Florida law, the School will:

(a) transmit to the Sponsor (prior to any notification to applicants and in accordance with a time schedule to be established by the Sponsor) rank-ordered lists of black and non-black applicants to the School whom the School wishes to accept for admission, so that the Sponsor may determine whether admission of any one or more of such applicants (taking into account the admissions decisions of other charter schools) would be inconsistent with the limitation provided in paragraph 2.2.2 above; and

(b) thereafter make its final admission decisions and notify applicants of those decisions, in a manner consistent with the determination by the Sponsor described in subparagraph (a) above, thus admitting only applicants whose acceptance the Sponsor has determined will not result in a violation of the limitation provided in Paragraph 2.2.2 above. [Amended Stipulation, June 28, 2000, II.2.(b)(v)]

2.6.3 Limitation on Enrollment: Notwithstanding any other provision of this Charter, student enrollment at the School will be limited to a specified number of students calculated as follows:

- (a) Determine the total number of student stations² within the relevant choice area for that level of school (not including the number for the School);
- (b) Determine the expected student enrollment at that level of school within the relevant choice area;
- (c) Multiply the number determined in (b) above by 125 percent;
- (d) Subtract the number determined in (a) above from the number determined by (c) above;
- (e) Multiply the difference determined in (d) above (use 0 if it is a negative number) by the Sponsor's utilization factor for that level of school³.

The product determined in (e) above will be the maximum student enrollment for the School until after controlled choice unless the charter application is for fewer students, in which event the maximum will be the number of students requested in the approved application. [Amended Stipulation, June 28, 2000, II.2.(b)(vi)].

² This refers to program capacity. The number of student stations will be calculated in the same manner utilized by the Sponsor in preparing the program capacity document using the annual FISH report except that the maximum student enrollment of any existing charter schools shall be included. The new student stations required by the Amended Order of August 30, 1999, and those approved in the current five-year facilities work plan will also be included.

³ The Sponsor's utilization factor is 1.0 for elementary schools, .85 for middle schools and .90 for high schools.

- 2.6.4 Parental Choice Registration: At its option, the School may participate in the Sponsor's Parental choice registration process when this process is instituted. Until such time as the controlled choice and the open choice selection processes are instituted, the School may request and the Sponsor shall conduct such random selection processes using the same data base, methods and procedures it uses to conduct random selection processes for non-charter schools.
- 2.7 Enrollment – Health, Safety & Welfare: Enrollment is subject to compliance with the provisions of sections 232.0315 and 232.032, Florida Statutes, concerning school entry health examinations and immunizations.
- 2.8 Discipline: The School agrees to adopt policies designed to maintain a safe learning environment at all times. The School shall comply with Florida State law and the Sponsor's Code of Student Conduct.
- 2.9 Number of Students and Grades Served: The School shall serve students in grades 4 - 8. Beginning with the 2004-05 school year, the School shall serve students in grades 4-8. The School may enroll a maximum of 375 students.
- 2.10 Records: The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested and as required by law. The Sponsor has a right, with reasonable notice, review any documentation maintained by the School.

ARTICLE 3.0 ACADEMIC ACCOUNTABILITY

- 3.1 Educational Program Goals: The School agrees to implement educational and related programs as specified in Appendices I, III and IV. The School further agrees that its programs and operations shall be non-sectarian. The School will adopt a calendar consistent with the Sponsor's school year to provide instruction for at least the number days required by law for public schools.
- 3.2 Outcome Measurement: The School agrees to implement the current baseline standard of achievement, the outcomes to be achieved, and methods of measurement that have been identified in Appendices I, III and IV, or as otherwise provided by state law.
- 3.3 Student Assessment: The methods to be used to identify educational strengths and needs of students and educational goals and performance standards are set forth in the charter application or request for renewal. Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.
- 3.3.1 Assessment Programs: Students in the School will participate in an assessment program that is compatible to the countywide assessment of the Sponsor's public-school students enrolled in comparable grades/schools, including assessments required of the public schools by the Florida Department of Education. To facilitate his participation, the Sponsor will provide consultation by its applicable district staff and those services/support activities that are routinely provided to the Sponsor's staff regarding implementation of district and

state required assessment activities (e.g. staff training, dissemination in collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the test to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the time frame for the other public schools in the Sponsor's district.

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

3.4 Records and Grading Procedures: Due to the possibility that students enrolled in the School may transfer to other public schools within Sponsor's school system, the School shall utilize records and grading procedure that can be transferred to the Sponsor's current records and grading procedures. The Sponsor shall inform the School of these procedures.

(a) The School shall maintain active and inactive records of students in accordance with Florida Statutes and the requirements of the Florida Department of State, Bureau of Archives and Records Management.

(b) The School will promptly transfer and deliver to the Sponsor's central records office at 400 Chestnut Street, Oldsmar, FL 33677, all permanent (Category A) and temporary (Category B) records of students leaving the School. Other inactive records may be transferred to Central Records for maintenance and/or disposition. The School may retain copies of the departing student's academic and attendance records created by the School during the student's attendance at the School.

(c) The School will forward to central records all requests for education records of former students.

(d) The School will annually make and deliver a report to the Sponsor, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate). This report for the immediately preceding school year shall be transmitted and delivered each year prior to July 1.

3.5 Progress Monitoring: Section 1002.33, Florida Statutes, requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.

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

- (a) the School's progress toward achieving the goals outlined in its application;
 - (b) the information required in the annual public school accountability report pursuant to Florida Law;
 - (c) financial records of the School including but not limited to revenues and expenditures and unaudited financial statements in accordance with the requirements specified in Article 4.0 below;
 - (d) salary and benefit levels of the School's employees; and
 - (e) other elements required by law or desired by the School.
- 3.5.2 The Charter School shall contract with a mutually acceptable third party or with the Sponsor to develop and monitor the Charter's state required testing for the 2004-05 school year.

ARTICLE 4.0 FINANCIAL ACCOUNTABILITY

- 4.1 Revenue: The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or special program in a non-charter school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in section 236.081, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School.
- 4.1.1 Distribution of Funds: Sponsor shall ensure that the School receives timely distribution of funds. If a warrant for payment is not issued within thirty (30) 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 established in Florida Statutes on the unpaid balance from the expiration of the thirty-(30) day period until such time as the amount, plus such interest, is paid to the School.
- 4.1.1.1 Initial Distribution: The first distribution of funds to the School shall be contingent on the Sponsor's receipt from the School of a list of prospective students to be enrolled, including the student's name, parent/guardian name, address, telephone number and age.
- 4.1.1.2 Subsequent Distributions: ~~The results of the full-time equivalent student~~ membership surveys in October and February will be used to adjust the amount of funds distributed monthly to the School.
- 4.1.1.3 Distribution from State, Federal or Independent Grants: Any funds received by the Sponsor with respect to a grant made to or for the benefit of the School shall be paid to the School within thirty (30) calendar days of their receipt or in

according with grant provisions. To the extent that the grant requires an accounting or reporting, the School shall make such accounting or report to the granting agency or Sponsor as appropriate. The School agrees to provide all necessary and needed information to the Sponsor for the administration of such grants. It is understood that certain grants permit reimbursement of petty cash with receipts, use of district purchase orders, reimbursement of authorized expenses, and prepayment of approved activities. The Sponsor agrees to cooperate with representatives of the School to provide timely and efficient receipt and use of funds from state, federal or independent grants.

- 4.1.2 Administrative Fee: The Sponsor shall retain an administrative fee of five (5) percent of public revenues to be paid to the School by the Sponsor for the Sponsor's administrative costs, including processing the application and academic and financial monitoring required of the Sponsor by law, contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teachers certificate data and information services.
- 4.2 Cost Accounting: The School agrees that it will annually submit to the Sponsor no later than the third Friday of August the information specified in section 237.34, Florida Statutes, *Cost Accounting and Reporting*.
- 4.3 Categorical Funding: If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of state categorical program funds included in the total funds available in the FEFP, including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School are expended for purposes for which the categoricals were established by the Florida Legislature. The School will reimburse the Sponsor for any impermissible expenditure.
- 4.4 Funding Calculation Revisions: Total funding for School shall be recalculated during the year to reflect revised calculations under the FEFP by the State and actual WFTE or FTE students (whichever applicable) reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:
 - 4.4.1 Holdback/Proration: In the event of a state holdback or proration that reduces the Sponsor's district funding, the School's funding will be reduced proportionately.
 - 4.4.2 Exceeding State Cap: In the event the Sponsor's district exceeds the state cap for WFTE in any expenditure category 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 the unfunded WFTE.
- 4.5 Federal Funding: In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with equivalent federal funds per eligible student if the same level of

service, consistent with the Sponsor's application or plan for use of the funds, is provided by the School, provided that no federal law or regulation prohibits this transfer of funds. The School must meet all applicable federal requirements for use of such funds.

- 4.6 Funding Adjustment for Noncompliance: If the Sponsor receives notice of an FTE or other funding adjustment which is attributable to noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, The Sponsor will provide prompt notice to the School and the School will reimburse the full amount to the Sponsor within thirty (30) calendar days.
- 4.7 Annual Audit: The School agrees to obtain an annual audit in compliance with federal and state requirements. The audit shall be conducted as required by state statute and paid for by the School. The School shall provide the Sponsor with a copy of such audit within thirty (30) calendar days of its receipt, as well as any responses to the auditor's findings. The Sponsor reserves the right to perform additional audits or reviews as part of the Sponsor's financial monitoring responsibilities, as it deems necessary, at the Sponsor's expense. The Sponsor will notify the School of this procedure in a timely manner.
- 4.8 Fiscal Monitoring: Section 228.056(4)(h), Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the school.
- 4.8.1 Annual Financial Report: The School will provide an annual, financial report to the Sponsor, to be delivered to the Sponsor the third Friday of August. The School shall follow the format prescribed by the Florida Department of Education ("DOE"). A copy of the annual audit may be provided in lieu of the Annual Financial Report ~~may be provided in lieu of the Annual Financial Report~~, provided the audit contains the required information in the prescribed format. The School shall utilize the standard state codification of accounts as contained in the DOE publication *Financial and Program Cost Accounting and Reporting for Florida Schools*, as the means of codifying all transactions pertaining to its operations.
- 4.8.2 Reports: The parties agree within 15 calendar days notice the Sponsor may request at any time and the School shall provide, reports on the school's financial operations. Such reports shall be in addition to those required elsewhere in this charter.
- 4.9 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 public unencumbered funds of the School shall revert to the Sponsor. ~~In that event, all of the School's property and improvements,~~ furnishings and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.

- 4.9.1 Sponsor's Security Interest: The School agrees that in the event any public funds received by the School from or through the Sponsor are used to purchase or improve real property, the School will execute an agreement with the Sponsor providing for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Sponsor. The School agrees to grant a security interest to the Sponsor in and to any such equipment, real or personal property, and all other recoverable assets, and to file a mortgage or a financing statement with the Secretary of State of the State of Florida or the Clerk of Court, evidencing such agreement. The reversion of such equipment, property and furnishings shall focus on recoverable assets, but not on intangible or irrecoverable costs such as rental or leasing fees, normal maintenance and limited renovations.
- 4.10 Fiscal Year: The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT

- 5.1 Tuition or Fees: The School further agrees that it shall not charge tuition or fees, except those fees normally charged by the other public schools, or levy taxes or issue bonds secured by tax revenues.
- 5.2 Reporting of Students: The School will accurately report its student enrollment to the Sponsor as required in section 236.081, Florida Statutes, and in accordance with the definitions in section 236.013, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools.
- 5.2.1 Automated Data System: The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include but not be limited to, the following:
- a. Demographic information;
 - b. ESE data;
 - c. Grade level assignment;
 - d. Required health information;
 - e. Required discipline codes/incident data;
 - f. Daily attendance;
 - g. Transportation (if provided);
 - h. Student schedules;
 - i. Teacher demographics
 - j. Master schedule;

- k. ESOL/migrant codes;
- l. Grades/grading period/grading scale;
- m. ERW (entry, re-entry, withdrawal information);
- n. Test scores;
- o. Academic history and transcripts
- p. Student lunch information as required.

5.3 School Food Service: Food service by the School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations. The School shall make lunch available to all students (an optionally to school staff). Breakfast shall be provided when required by state and federal guidelines. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for it. Meals provided by the School will be distributed to students using a point of sale accountability procedure. All records must be accurately completed and maintained for review by appropriate auditors.

5.4.1 Meal Service Options and Definitions: The School shall provide food service to its students by one of the means described below or as set forth in 5.4.2 of this Agreement.

[a] The School may enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the Charter School and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education, or

[b] The School may enter into an agreement with a third party vendor to have food service provided either to the site of the Charter School or pick-up, and determine if the meals are to be hot or cold, bulk or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or

[c] Request meal service be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. Under this arrangement, a separate service contract will be negotiated between the Sponsor and the School, provided that the School shall bear all unreimbursed costs submitted under the service agreement.

Separate Agreement: Any services required by the School other than listed above will require a separate, negotiated agreement between the parties.

~~5.4.3: The School shall provide the Sponsor notice of its election as to its provision for~~
 school food service prior to May 15 of each school year. Reasonable extensions of this time may be permitted for the initial year of operation of the School.

5.5 Facilities- Lease or Ownership: The School will be located at 403 First Avenue S.W., Largo, FL 33770. The School agrees to use facilities that comply with Florida Building Code, pursuant to Chapter 553, Florida Statutes, and the Florida Fire

Prevention Code, pursuant to Chapter 633, Florida Statutes. The School will submit to the Sponsor a copy of its facility lease as soon as it is available, which shall be Appendix V to this Charter. The School will submit to the Sponsor a copy of its Certificate of Occupancy or other final inspection report before the initial opening day of classes. The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Charter.

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

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

[a] The School agrees that its employment practices shall be nonsectarian.

[b] The School shall not violate the anti-discrimination provisions of section 228.2001, Florida Statutes, The Florida Educational Equity Act.

[c] The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in the original charter application. Modifications to these elements shall be in accordance with Section 1.4 of this Charter.

5.6.2 Teacher Certification: The teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Florida Statutes (2003). The School may employ or contract with skilled, selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher's aides in the manner set forth in Chapter 1012.55, Florida Statutes (2003). The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

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

5.6.4 Fingerprinting: The School shall require all employees and its Board of Directors to comply with the fingerprinting requirements of Section 231.02, Florida Statutes.

5.6.5 Drug-Free: If the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and section 234.101, Florida Statutes. The School will establish and maintain an alcohol and drug-free workplace at its own expense.

5.6.6 Health Insurance Reimbursement: for any employees of the Sponsor who take leave to be employed at the School pursuant to Chapter 1002.33, Florida Statutes (2003), and who wish to retain their health insurance through the Sponsor, the School agrees to pay the total monthly premiums for such

employees' health insurance within thirty (30) calendar days after receipt of the Sponsor's invoice.

- 5.7 Transportation: The parties agree that transportation shall not be a barrier to equal access for any student residing with a reasonable distance of the school. If the School transports students, it shall do so in a manner consistent with the requirements of applicable state and federal law. Transportation may be arranged under the terms of paragraph 5.7.1 or 5.7.2 below, a combination thereof, or as otherwise allowed by law.
- 5.7.1 Transportation Reimbursement: The School may provide transportation for students, in which case, it shall be entitled to any and all state and federal reimbursement for travel costs for such transportation.
- 5.7.2 Transportation Assistance: The Sponsor may assist in providing transportation to the School under the terms of a mutually acceptable agreement between the parties that may be negotiated prior to the opening of school for the initial school term and thereafter negotiated prior to May 15 each year. This shall not be interpreted as prohibiting a multi-year contract.
- 5.7.3 Transportation Limits. For the purpose of this Charter, a "reasonable distance" for school-provided transportation shall be a six (6) mile area surrounding the School. It is expressly understood that, absent hazardous walking conditions, school transportation shall not be guaranteed for students within two (2) miles.
- 5.8 Additional Sponsor Services: Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School at the following rates:
- For staff time: hourly rate + benefits of the Sponsor's personnel performing the service x the number of hours spent for services to the School;
 - For warehouse, printing, learning resource center services: Sponsor's then current price schedule with normal surcharge;
 - For copies of documents: 05 cents a page.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a basis on the unpaid balance from the expiration of the thirty (30)-day period until such time as the warrant issued. If payment is not received by the Sponsor within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this charter.

ARTICLE 6.0 INDEMNIFICATION AND INSURANCE

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

(a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this charter;

(b) the School's material breach of this Charter or law;

(c) any failure by the School to pay its employees, contractors, suppliers or any subcontractors; and

[d] the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf.

(e) Professional errors or omissions, or claims of errors or omissions, by the School's employees, agent or Board of Directors.

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

6.1.1 In no way shall the School's Errors and Omissions limitation on post-termination claims or 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 the Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

6.1.3 The School shall also indemnify, defend and protect and hold 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, software, machine or appliance used by the School.

6.2 Indemnification of School: The Sponsor, to the extent immunity is waived pursuant to section 768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the Sponsor with the School's reasonable approval and agrees to hold 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 or connected with or resulting from:

[a] the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their service within the scope of this Charter;

[b] the Sponsor's material breach of this Charter or law; and

[c] any failure by the Sponsor to pay its suppliers or any subcontractors.

6.3 Sovereign Immunity/Limitations of Liability: Notwithstanding anything herein to contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, Florida Statutes. Only the Sponsor and School shall be subject to liability under this agreement. No member of either Sponsor's school board or the School's board of directors shall have any personal liability pursuant to or under this Agreement except as permitted or required under Chapter 617 Florida Statutes.

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

6.5 Evidence of Insurance: Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Article 6 of this Charter. The School shall provide evidence of such insurance in the following manner:

6.5.1 Time to Submit: The School shall furnish the Sponsor with fully completed certificates(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, before the initial opening day of classes. The insurance shall be maintained in force, without interruption, until this Charter expires or is terminated.

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

- 6.5.3 Renewal/Replacement: Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.
- 6.6 Acceptable Insurers: Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:
- 6.6.1 Insurer's Ratings: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- 6.6.2 Replacement Insurance: If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements.
- 6.7 Commercial General Liability Insurance: The School shall, at its sole expense, procure, maintain and keep in force commercial general liability insurance that shall conform to the following requirements.
- 6.7.1 Liabilities Covered: The School's insurance shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) that would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- 6.7.2 Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per occurrence/two million (\$2,000,000) dollars annual aggregate.
- 6.7.3 Deductible/Retention: Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand (\$1,000) dollars per occurrence.
- 6.7.4 Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain without interruption, the liability insurance until four (4) years after expiration or termination of this Charter.

- 6.7.5 Additional Insureds: The School shall include the Sponsor and its members, officers, and employees and agents as "Additional insured" on the required Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured."
- 6.8 Automobile Liability Insurance: The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance that shall conform to the following requirements:
- 6.8.1 Liabilities Covered: The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 001), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Charter.
- 6.8.2 Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Contract.
- 6.8.3 Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be one million (\$1,000,000) Dollars per occurrence, and if subject to an annual aggregate, two million (\$2,000,000) dollars annual aggregate.
- 6.9 Worker's Compensation/Employer's Liability: The School shall, at its sole expense, provide, maintain and keep in force Worker's Compensation/Employer's Liability Insurance which shall conform to the following requirements:
- 6.9.1 Coverages: The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Worker's Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Worker's Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal and state law.
- 6.9.2 Minimum Limits: Subject to restrictions found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Worker's Compensation Act or any other coverage customarily insured under part One of the standard Worker's Compensation Policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Worker's Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be one

million (\$1,000,000.00) dollars per occurrence/two million (\$2,000,000.00) Dollars annual aggregate. Should the Charter School lease employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Worker's Compensation Coverage.

- 6.10 School Leader's Error and Omission Insurance: Subject to reasonable commercial availability the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:
 - 6.10.1 Form of Coverage: The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.
 - 6.10.2 Coverage Limits: The insurance shall be subject to a maximum deductible not to exceed five thousand (\$5,000.00) dollars per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per claim two million (\$2,000,000) dollars annual aggregate.
 - 6.10.3 Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on a claims-made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination of this Contract.
 - 6.10.4 Alternative: If the School Leader's Errors and Omissions liability insurance is not commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof with the same minimum limits of coverage as set forth above. Subject to commercial availability coverage shall be on an occurrence basis. If such insurance is on a claims-made basis, the School shall maintain, without interruption, the insurance until four (4) years after termination of this Charter.
- 6.11 Property Insurance: The School shall maintain hazard insurance on its own buildings and property during the term of this Charter. The School will provide proof of such insurance and its renewals to Sponsor.
- 6.12 Applicable to all Coverages: The following provisions are applicable to all insurance coverages required under this Charter:
 - 6.12.1 Other Coverages: The insurance provided by the School shall apply on a primary basis, and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.
 - 6.12.2 Deductibles/Retention: Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first-dollar basis without the application of a deductible or self-insurance retention.

- 6.12.3 **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.
- 6.12.4 **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain at least any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
- 6.12.5 **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of its full responsibility to provide the insurance as required by this Charter.
- 6.12.6 **Combined Coverage:** Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Risk Management Department.
- 6.12.7 **Failure to maintain coverage:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

ARTICLE 7.0 GOVERNANCE STRUCTURE

- 7.1 **Not-for-Profit Corporation:** As indicated in its application, the School will operate as a not-for-profit corporation and as a private employer. The School shall furnish to the Sponsor a copy of its articles of incorporation, by laws and any amendments thereto.
- 7.2 **Governing Body:** No members of the School's governing body will receive financial benefit from the School's operations. If a member is an employee of the Charter School, that person's salary shall not be considered a financial benefit.
- 7.3 **Selection of Directors and Officers:** The selection of the School's directors shall be as set forth in the duly adopted corporate by-laws.
- 7.4 **Duties of Directors:** The duties of the School's directors shall be as set forth in the duly adopted corporate by-laws.
- 7.5 **Public Meetings/Minutes:** The governing body will provide reasonable public notice of the date, time and place of its meetings. and will maintain minutes of its meetings. Such meetings will be open to the public, and the minutes shall be available for public review.
- 7.6 **Conflict of Interest:** The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director, officer or employee of the School or the spouse, parent, child, stepchild, or sibling of any director, officer or employee, or from any business in which any officers or

employee has an interest nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity.

ARTICLE 8.0 MISCELLANEOUS

- 8.1 Titles: Any and all titles to Articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Charter, and shall not be considered in the interpretation of the Charter or any provision hereof.
- 8.2 Interference with Performance: Neither party shall be in default of this Charter if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 8.3 Entire Agreement: This Charter and the appendices hereto shall constitute the full, entire and complete agreement between the parties. All prior representations, understandings and agreements are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any substantial amendment to this Charter shall require approval of the Sponsor.
- 8.3.1 Notwithstanding any provision of Florida law providing a different procedure, the School will submit to the Sponsor an application to amend this Charter before the School may:
- (a) increase the number of students it will admit beyond 375;
 - (b) change the location or add one or more additional locations at which it will operate, other than that set forth at paragraph 5.5 above; or
 - (c) materially alter its curriculum or course offerings from that set forth in this Charter. [Amended Stipulation, June 28, 2000, II.2.(b)(viii)]
- 8.4 Assignment: This Charter shall not be assigned by either party without the prior written consent of the other party, provided that the School may, without the consent of the Sponsor, enter into contracts for services with a corporation, a limited liability company, an individual or group of individuals organized as a partnership or cooperative.
- 8.5 Waiver: No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.
- 8.6 Warranties: All representations and warranties made herein shall survive termination of this Charter.
- 8.7 Partial Invalidity: If any provision or part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or

part of any other provision of this Charter, and all such provisions shall remain in full force and effect.

- 8.8 Third Party Beneficiary: This Charter is not intended to create any rights of a third-party beneficiary.
- 8.9 Applicable Law and Venue: This Charter is made and entered into the State of Florida and shall be interpreted according to the laws of that state. Pinellas County, Florida, shall be the proper venue for any litigation arising under this Charter. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.
- 8.10 Notices: Every notice, approval or consent authorized or required by this Charter shall not be effective unless it is in writing and sent postage prepaid by the United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

SCHOOL: Pinellas Preparatory Academy
ATTENTION: Ronald F. Lipton, Ph.D., Principal
ADDRESS: 403 First Avenue S.W.
Largo, FL 33770

SPONSOR: The School Board of Pinellas County, Florida
ATTENTION: Steve Swartzel, Director of Governmental Services
ADDRESS: 301 4th Street S.W.
Largo, FL 33770

- 8.11 Legal Representation: The parties acknowledge that each has been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation received.
- 8.12 Law, Rule or Regulation as Amended: Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.
- 8.13 Counterparts: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.
- 8.14 Authorization: Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

ARTICLE 9.0 COMPLIANCE WITH COURT ORDER

- 9.1 Inclusion of Stipulation: It is expressly understood that the Amended Stipulation in *Bradley vs. Pinellas County School Board*, dated June 28, 2000, relating to charter schools is included as Appendix II and incorporated herein as a part of this Charter shall control over any conflicting provision of this Charter or other Appendix.

9.2 Standards: The School is committed to comply with the standards set forth in paragraphs II.2.(a)(i)-(vi) in the amended desegregation court order as a mandatory condition for retention of this Charter. Failure of the School to abide by the standards shall be grounds for immediate termination of this Charter unless corrected within twenty-four (24) hours of notice of a violation. [Amended Stipulation, June 28, 2000, II.2.(b)(ii)].

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

School:

PINELLAS PREPARATORY ACADEMY

By: 

Ronald F. Lipton, Ph.D., Principal

Attest: 

Sponsor:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: 

Jane Gallucci, Chairman

Attest: 

Superintendent

Approved as to form:


School Board Attorney's Office