

**THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
CHARTER SCHOOL RENEWAL CONTRACT**

This Contract is dated ~~June 6, 2018~~ and ~~as of the last of its final execution by~~ ~~and~~ effective ~~July 1, 2018~~ (the "Effective Date") between ~~The School Board of Duval County, Florida~~ ~~The School Board of Clay County District Schools, Florida~~, a body politic and corporate (the "Sponsor" or the "Board"), and Northeast Florida Virtual Charter School Board, Inc., a Florida non-profit corporation, doing business as Florida Cyber Charter Academy at ~~Duval~~ ~~Clay~~ (and formerly doing business as Florida Virtual Academy at ~~Duval~~ ~~Clay~~ County) (the "School"), collectively referred to herein as "the Parties".

I. GENERAL PROVISIONS

A. It is the intent of the Parties that this Contract shall constitute the School's charter for the purpose of the School operating as a virtual charter school in compliance with s. 1002.33 and s. 1002.45, F.S., and this Contract ~~restates~~ ~~awards~~ and renews the initial charter that expires June 30, ~~2018~~ ~~2019~~ ~~as amended by the Contract~~. The application for the initial charter contract was approved by the Sponsor on ~~December 4, 2012~~ ~~February~~ ~~2014~~, and the School opened in ~~2013~~ ~~2014~~. The application has been updated and conformed pursuant to the negotiations of this Contract, and the conformed copy is attached hereto as **Appendix 1 (the "Application")**. Among other matters, Appendix 1 sets forth the School's vision, purpose, and mission, and the Application also sets forth the School's contract with the provider of virtual education, which contract is required by s. 1002.33(6)(a)8., F.S. (the "Virtual Provider Contract"). The School represents that the **Virtual Provider Contract** is valid and in full force and effect without any amendment thereto, and shall remain continuously valid and in full force and effect through the term of this Contract (including any requisite authorizations from the Florida Department of Education of K12, Inc., as an approved provider in good standing of virtual education). The Sponsor in discharging its duties under s. 1002.33, F.S., has placed material reliance on the representations and information provided by the School in its Application, this Contract, the requisite Virtual Provider Contract, and the required deliverables set forth in **Attachment A**. Therefore, the School understands and agrees that any material and adverse changes in facts or representations set forth in the Application, this Contract, the Virtual Provider Contract, or the required deliverables in **Attachment A** may be good cause for the Sponsor to amend this Contract, or not renew, suspend, or terminate this Contract pursuant to s. 1002.33(8), F.S.

B. This Contract shall become effective on the Effective Date set forth above, and shall end on ~~June 30, 2020~~ ~~June~~ ~~30,~~ ~~2024~~ (How many years will CCDS consider?) (the "Term"). The projected timetable for implementation of this Contract shall be as follows:

(1) The initial start-up day of the School, and the days of instruction during the school year, shall be as follows. The School shall provide instruction for each school year for a minimum of one hundred eighty (180) days (or the equivalent on an hourly basis) unless the required number of school days set forth by state law is greater. Notwithstanding the foregoing, the School may provide for additional school days or instructional hours. If the School does not operate on the same dates as the Sponsor, then the School shall send prior written notice to the Sponsor of its calendar, and the School shall remit payment to the Sponsor for any reasonable additional costs incurred by the Sponsor for state and federal required reporting of data or any reprogramming or other costs incurred by the Sponsor as a result of the School's operation during different calendar days. Such payment shall be due within ten (10) days of the School's receipt of the Sponsor's written notice specifying the amount due.

(2) The School shall submit the required deliveries specified in Attachment A by the date specified therein.

C. This Contract may be modified during its initial Term upon the approval of both Parties, with any modification being subject to the prior approval by each Party's respective board, and being in writing and executed by the Parties. Any material changes must comply with all applicable federal, state, and local laws and be approved by the Sponsor, in writing, before those changes are implemented. Notwithstanding the foregoing, any proposed alteration of the grade levels to be served by the School shall require the Sponsor's approval of a separate charter school application (excepting those circumstances whereby the School subsequently is deemed a "high performing charter," in which event the Parties will follow the process set forth in s. 1002.33, F.S.).

D. Contract Renewals/Cancellation and Termination.

(1) Renewal. So that the Parties will have sufficient time to negotiate any renewal of this Contract, at least two hundred seventy (270) days prior to the expiration of the Term, and so long as the School is not in an uncured default of this Contract, the School shall notify the Sponsor in writing of the School's request to renew the Contract. Such written notice shall specify the School's requested terms for the renewal. Prior to the renewal of this Contract, the Sponsor shall perform a program review to determine the level of success of the School's academic program (including a review of whether the School obtained a grade of "C" or better from the FDOE's system of grading schools for at least two (2) years within the term), achievement of the goals and objective required by State of Florida accountability standards and successful accomplishments of the criteria set forth in s. 1002.33(7)(a), F.S., the viability of the organization, compliance with the terms of this Contract, and a determination that none of the statutory grounds for nonrenewal exist. Upon the Parties' mutual agreement, the Term of this Contract may be renewed as set forth herein, and in accordance with s. 1002.33, F.S., ~~or any amended or subsequent similar law applicable to charter schools.~~

(2) Non-Renewal. The Sponsor may terminate this Contract during its Term, or choose not to renew this Contract at the expiration of any Term, due to its of the following grounds:

- a. Failure to meet the requirements for student performance provided for in this Contract;
- b. Failure to meet generally accepted standards of fiscal management;
- c. Material violation of federal, state, or local law;
- d. Failure to participate in the State's education accountability system; or
- e. Other good cause shown.

(3) 90 Day Termination. Excepting an immediate termination as provided below, at least ninety (90) days prior to renewing or terminating the Contract, the Sponsor shall notify the School's governing board (at the address set forth pursuant to section XIII.L. below) of its proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within fourteen (14) calendar days of receiving the Sponsor's notice of a termination or a nonrenewal, request in writing a hearing pursuant to s. 1002.33(8)(b), F.S. If the School timely requests the hearing, then the hearing will be conducted by the Florida Division of Administrative Hearings and a final order issued pursuant to s. 1002.33(8)(b), F.S. The School may then, within thirty (30) days after receiving the final order, appeal the decision pursuant to s. 120.68, F.S. During the pendency of any School's appeal of the final order, this Contract shall be deemed terminated between the Parties and no payments from the Sponsor to the School will be made during this period (it being understood there would be no eligible enrolled students for which payment would be made). In the event of the Sponsor's decision to terminate this Contract, and notwithstanding any appeal by the School, the School shall submit to the Sponsor all records requested by Sponsor related to the School within ten (10) days of such request. As required by s. 1002.33(8)(d), F.S., the Sponsor shall assume operation of the school, and will do so pursuant to the same provisions set forth in subsection (4) hereafter.

(4) Immediate Termination – Notwithstanding anything to the contrary herein, the Sponsor may terminate this Contract immediately if the Sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the School's students exists. The Sponsor's notice shall be sent to the School's governing board, the School's principal, and FDOE. As set forth in s.1002.33(8)(d), F.S., the Sponsor's determination is subject to the procedures set forth s. 1002.33(8)(b)&(c), F.S., except that a hearing conducted pursuant to s. 1002(8)(b)&(c), F.S., may take place after this Contract is terminated. The School's governing board may, within ten (10) days after receiving the Sponsor's written notice to immediately terminate this Contract, request a hearing. If a hearing is requested, it must be expedited and the final order must be issued within sixty (60) days after the School's request. Within two (2) business days after the School's receipt of the Sponsor's immediate termination notice under this section, the School shall promptly provide to the Sponsor full access to all systems which the School utilizes for day to day operation of the school, to include student management

system, teacher records, student records, curriculum and educational materials, online school access to both student and parent accounts, and other appropriate systems to include access to third Party software to ensure there is no disruption of services to parent and students during the remainder of the school year, and including reasonable access to facilities (if any) as may be required to implement the Sponsor's continuation of the services (including (e.g., all security codes to the facilities and all computers and systems related to the operation of the school), and immediately make accessible all educational and administrative records of the School so the Sponsor may take any appropriate actions, and the School shall turn over to the Sponsor all records and information regarding all of the public funds held by the School and turn over the public funds. The Sponsor shall assume the operation of the School under these specific circumstances as required by s. 1002.33(8)(d), F.S., unless: (i) the School has already ceased operations, or (ii) the continued operation of the charter school would materially threaten the health, safety, or welfare of the students, or (iii) the continued operation of the school is not feasible (including but not limited to, for example, continuation being infeasible as a result of any foreclosure or eviction of the School from the school facility), or (iv) the School fails to turn over any access, record, or property (as more fully described herein) to the Sponsor for the Sponsor's operation of the school. If the Sponsor fails to assume and continue operation of the School during the pending appeal and the School prevails, then attorneys' fees and costs shall be awarded to the School as set forth in s. 1002.33(8)(d), F.S., and all records and property shall be returned by the Sponsor to the School. During the pendency of any appeal by the School, this Contract shall be deemed terminated between the parties and no payments from the Sponsor to the School will be made during this period (it being understood there would be no eligible enrolled students for which payment would be made). Notwithstanding anything to the contrary herein, nothing herein shall be construed as the Sponsor's obligation to secure any extension of any leases or contracts for the School, or to pay with Sponsor's funds any debts incurred by the School in order to avert any foreclosure or eviction, and the Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business (including but not limited to employee salaries and benefits), it being understood that nothing herein shall be deemed to obligate the Sponsor to expend its funds to operate the school. Notwithstanding the foregoing, because the issue on appeal shall be limited to whether there existed grounds for the immediate termination of the Agreement, this Agreement may still be terminated upon ninety (90) days notice or non-renewed in accordance with s. 1002.33(8), F.S., during the pendency of an appeal.

(5) Post 90 Day, Termination, Immediate Termination, or Nonrenewal. In case the event of any termination or non-renewal, the School shall following shall occur:

- a. Within five (5) business days, the Sponsor shall be permitted to enter the School and promptly secure from the School all student cumulative folders, grade and roll books, and any other student information as defined by FERPA and s. 1002.22, F.S. (the foregoing of

which shall in no event ever be deemed property of the School for any purpose, including but not limited to any landlord's statutory lien on a tenant's property for unpaid rent).

b. Within forty-five (45) days after the Sponsor's notice to the School of termination or nonrenewal, the School shall submit to the Sponsor an audited financial report for the current fiscal year and any financial records for the current fiscal year shall be submitted to the Sponsor concurrent with the audited financial report to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount reasonably necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

c. Within forty-five (45) days after the later of: (i) the Sponsor's notice to the School of termination or nonrenewal, or immediate termination, or (ii) completion of an appeal, if any is filed, or (iii) or such later date as determined by Sponsor in writing, the School shall convey title to and return any property, improvements, furnishings, fixtures and equipment purchased with public funds and any unencumbered public funds (except for any capital outlay funds and federal charter school program grant funds, which shall instead revert to the FDOE for its redistribution to other charter schools pursuant to s. 1002.33(8)(e), F.S.), subject to complete satisfaction of any lawful liens or encumbrances. The School shall take such action and execute such documents as may be necessary to evidence such transfer of title of the property and funds to the Sponsor free and clear of any liens or encumbrances. In the alternative, the Sponsor and the School may agree to permit the School to pay the then fair market value of the **above referenced** property to the Sponsor in immediately available funds, in which case the School would retain title to the property. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor (or be purchased by the School in the manner set forth in this subsection and in this Contract).

d. If the School has leased property for its facilities, then such lease shall remain the obligation of the School unless the Sponsor has previously agreed in writing to assume such obligation. The School shall facilitate with its landlord, on the Sponsor's behalf, the Sponsor's access to the leased premises and any computers or software systems for the Sponsor's retrieval of student records and property as set forth in this section.

e. The School shall be responsible for all the debts of the School. The Sponsor ~~may~~ **will** not assume the **any debt from or obligations under** any contract made between the ~~governing body~~ of the School and/or third

Party, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as set forth in this Contract) by both the Sponsor and the ~~governing body of the School~~.

(6) As used in this Contract, ~~the term~~ “good cause” for non-renewal or termination **shall** include, but is not limited to, the following: ~~and shall be applicable to the initial Contract term and any renewal Contract term(s):~~

- a. any action or inaction by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after notice;
- b. an uncured material breach of the provisions of this Contract;
- c. failure to continuously implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research, and approved by FDOE;
- d. receiving a grade of “F” in any two (2) years of four (4) consecutive years;
- e. failure to make adequate progress towards the goals and outcomes designated in the School Improvement Plan;
- f. failure to make adequate academic progress (defined as two grades of “F”) under state and federal laws or standards, including substantially inadequate student performance by failure to achieve the academic progress set forth in Section III below; or failure to develop and implement a corrective action plan if the School receives a grade below a “C” as set forth in statute;
- g. the School or its representatives are found to have committed a material fraud on the Sponsor or made a material misrepresentation, either willfully or recklessly, in the Application or this Contract;
- h. failure to cooperate with the Sponsor as needed (including allowing Sponsor reasonable access to the facilities or other School offices for Sponsor’s inspection and review of the School’s records, data sources [including collection and recording procedures], information, reports and assets), and/or School’s failure to timely submit or continuously implement a Corrective Action Plan, a Financial Recovery Plan, or periodic reports specified in the plans and required by the Sponsor, FDOE, the State Commissioner of Education, or the State Board of Education;
- i. failure to follow, continuously implement or make progress toward the mission of the School as stated in the Application and this Contract;
- j. failure to deliver the instructional programs or curricula identified in the Application;
- k. failure to make contributions to the Florida Retirement System if the School has elected to be part of the FRS;
- l. failure to timely remit payroll taxes to the Internal Revenue

Service;

- m. having substantial debt or delinquency in payments;
- n. the School files for bankruptcy, is adjudicated bankrupt or insolvent, or is so financially impaired that the school cannot continue to operate and/or is no longer economically viable;
- o. failure to achieve and maintain a minimum student enrollment sufficient for the viability of the approved budget for the School;
- p. failure to have an annual audit that complies with the requirements specified in this Contract;
- q. failure to timely submit required financial reports or other reports required by s. 1002.33(9), F.S. or by this Contract;
- r. failure to meet generally accepted accounting principles;
- s. willfully or recklessly fails to manage public funds according to the law;
- t. fiscal mismanagement, which includes, but is not limited to, a negative fund balance in any government fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) calendar days; spending in excess of approved appropriations; and material discrepancies (five percent [5%] or greater) between any unaudited annual financial report and audited statements (reference s. 218.502, F.S.);
- ~~u. Intentionally Deleted (?)~~
- u. failure to maintain insurance coverage as required by this Contract;
- v. violation of any court order that would affect the proper functioning of School operations;
- w. failure to maintain the location necessary to operate the School, including but not limited to any eviction of the School from its leased premises;
- x. criminal conviction on matters regarding the School by either the School's governing board, its members, collectively or individually, or by the management company contracted by the School;
- y. receiving a determination of financial emergency, pursuant to s. 218.503, F.S.;
- z. material violation of the school's corporate by-laws;
- aa. improper student admissions and/or withdrawal practices;
- bb. failure to timely comply with all financial reports and statements in the format specified by the Sponsor;
- cc. violation of the prohibition against School governing board members receiving compensation, directly or indirectly, from the School's operations, including but not limited to grant funds;
- dd. failure to comply with the conflict-of-interest legal requirements applicable to charter schools;

- ee. failure to fulfill all the requirements for highly qualified instructional personnel as required by the Every Student Succeeds Act (ESSA) or its implementing regulations or any successor act and its implementing regulations;
- ff. failure to comply with required background screening, including payment of all associated costs, and other requirements set forth in s. 1002.33(12)(g), F.S.;
- gg. failure to have all employees licensed and/or certified as required by applicable legal requirements (e.g., driver certifications, professional educator certifications, as applicable to the employee);
- hh. failure to comply with the timely submission of the annual report to the Sponsor;
- ii. failure to timely submit the School Improvement Plan to the Sponsor;
- jj. failure to participate in all state and federal required assessment programs and/or any material violation of assessment administration and security procedures;
- kk. failure to remove the School from Differentiated Accountability "Intervene" status within one school year;
- ll. failure to test the appropriate number or percentage, as applicable, of students to generate a FDOE school grade any two (2) years of a four (4) year period;
- mm. failure of secondary charter schools to comply with ss. 1003.428 or 1003.4282 and 1008.25, F.S.;
- nn. failure to use records and grade procedures that reasonably provide the information necessary for Sponsor's monitoring the School's academic progress;
- oo. failure to provide Special Education students and English Language Learners (ELL) with programs and services in accordance with federal, state and local laws;
- pp. failure to obtain proof of consent to enroll each student from the student's parent / guardian or from the student, if the student is eighteen (18) years of age or older;
- qq. failure of the school to comply with the timely submission of the annual financial audit as required by s. 218.39, F.S.;
- rr. for facilities for assessment and/or test administration or the School's office(s), failure to comply with the Florida Building Code (and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules);
- ss. failure to comply with all applicable laws, ordinances, and codes of federal, state, and including Individuals with Disabilities Education Improvement Act (IDEIA);
- tt. for facilities for assessment and/or test administration or the School's office(s), the failure to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other

- approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, within the timelines specified by the Sponsor;
- uu. for facilities for assessment and/or test administration or the School's office(s), failure to maintain valid licenses, permits, use approval, facility certification, and any other approval as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract;
 - vv. violation of ss. 112.311 - 112.326, F.S., Code of Ethics for Public Officers and Employees;
 - ww. violation of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99);
 - xx. failure to continuously maintain the Virtual Provider Contract with a virtual education provider in good standing and approved by FDOE; or
 - yy. Pursuant to s. 1002.33(9)(n)3., this Contract is automatically terminated if the School earns two (2) consecutive grades of "F" after all school grade appeals are final, unless the provisions of s. 1002.33(9)(n)3.a. through c. are applicable. In the event of termination pursuant to this statutory provision, the Sponsor shall send written notice according to the requirements of s. 1002.33(8)(c), F.S., to the School's governing board, the School's principal, and FDOE, and the procedures for dissolution and reversion of public funds must be followed pursuant to ss. 1002.33(8)(e) through (g), and 1002.33(9)(o), F.S.

(7) Pursuant to s. 1002.33(7)(d), F.S. the School's governing board may terminate this Contract through voluntary closure. The School governing board's decision to cease operations must be determined at a public meeting. The School's governing board shall notify the parents and Sponsor of the public meeting in writing before the public meeting. The School's governing board must notify the sponsor, parents of enrolled students, and FDOE in writing within 24 hours after the public meeting of its determination. The notice shall state the School's intent to continue operations or the reason for the closure and acknowledge that the School's governing board agrees to follow the procedures for dissolution as set forth in this Contract, and reversion of public funds pursuant to ss. 1002.33(8)(e)-(g)&(9)(o), F.S.

II. EDUCATIONAL PROGRAM AND CURRICULUM

A. The School shall implement its educational program and related programs specified in Attachment B, setting forth the School's curriculum, the instructional methods, assessments, and any distinctive and innovative instructional techniques or approaches to be used. The School agrees that its programs and operations shall ensure that its program is innovative and consistent with the State education goals established by s. 1000.03(5), F.S. The School is required to have in place all resources necessary to ensure a safe and orderly learning

and working environment, and to have adequate instructional materials provided for every student. Attachment B shall describe the research base and/or the curriculum approach. Further, the curriculum and instructional strategies and assessments for the School's reading programs and student grades served shall be consistent with the Next Generation Sunshine State Standards and the Florida State Standards and shall be grounded in scientifically based reading research and approved by FDOE. In order to implement the purpose of increasing learning opportunities for all students, with special emphasis on low-performing students and reading set forth in s. 1002.33(2)(b), F.S., the School shall provide intensive reading instruction to its students who score Level I on the Florida Standards Assessment (or any successor test adopted by FDOE, referred to in this Contract as "FSA"). The School shall clearly identify how its educational program will align with the School's mission or, if the School intends to replicate an existing school design, it shall provide evidence that the existing design has been effective and successful in raising student achievement (in which case the School must clearly describe its capacity to replicate the design). The School will maintain and have available for review, a textbook or digital inventory for core courses which shall include title, list of materials, adoption cycle, and number of texts available and in use.

B. The School shall ~~apply for and thereafter~~ continuously maintain accreditation with the Southern Association of Colleges and Schools ("SACS") and/or AdvancED. Said accreditation shall be ~~achieved~~ **obtained on or before the expiration of this Contract June 30, 2019. Failure to obtain such accreditation on or before that date will be considered a material breach of this Contract and good cause for its termination.** The School's accreditation status by SACS and/or AdvancED is a public record and the School shall make such information available as required by law.

C. Pursuant to s. 1002.33(2)(b), F.S., the School shall fulfill the following purposes:

- (1) Improve student learning and academic achievement;
- (2) Increase learning opportunities for all students, with special emphasis on low-performing students and reading;
- (3) Encourage the use of innovative learning methods; and
- (4) Require the measurement of learning outcomes.

D. The School agrees to adopt and implement with fidelity, the Sponsor's K-12 Reading Plan unless it has chosen to use an alternate research-based core reading plan. If the School will not use the Sponsor's K-12 Reading Plan, then the School's adopted research-based core reading plan is attached as Attachment B.

III. ACADEMIC ACCOUNTABILITY

A. Assessment and Evaluation of Student Performance:

(1) During the first year of the term of the Contract, and each year thereafter, the School shall:

a. Establish its students' current baseline standard of achievement, and the outcomes to be achieved, that have been mutually agreed upon and identified in the School's Application (and provide such data to the Sponsor).

b. Collect baseline data annually on students and monitor progress according to the process as designated in the School's approved charter application in Reading, Mathematics, Science, and Writing or present an acceptable equivalent as determined by the District's Instructional Research and Evaluation Department. Participate in the State's education accountability system as the same is required from time to time, including but not limited to administering the FSA and End of Course Exams ("EOCs").

c. Administer the i-Ready assessment (and/or functional equivalent diagnostic assessment upon prior written notice to the Sponsor) for the first, mid-year, and end-of-year administration for all students in all grades to establish baseline data, a midyear review, and end-of-year review, and provide the disaggregated data and the results to the Sponsor; and (2) administer the DIBELs assessment (and/or functional equivalent upon prior written notice to the Sponsor) for the first, mid-year, and end-of year administration for all students in grades K through 5 to establish baseline data, a mid-year review, and end-of-year review, and provide the disaggregated data and the results to the Sponsor.

~~d. The Sponsor agrees to make available to the School its district-developed formative and summative assessments for the School's use with its students, provided that any additional costs to the Sponsor arising from the School's use related to the development, administration or evaluation of the assessments will be borne by the School with payment due to the Sponsor within 30 days upon receipt of an invoice.~~

d. If an IEP for a student with disabilities or a gifted student indicates accommodations or an alternate assessment for participation in a state

assessment, then the School will facilitate the accommodation or alternate assessment and comply with all state reporting procedures.

e. All students in the School will participate in all state assessment programs in which the District students in comparable grades/schools participate. The School shall be responsible for administering required statewide tests. The School shall facilitate required alternate assessments and comply with state reporting procedures. Furthermore, the School agrees to administer all statewide assessments according to the schedule approved for the other public schools in the District. See section VI hereafter.

f. Students shall participate in all other assessments as described in the Application. The School may use other assessment tools in its discretion that are educationally relevant and sound, and consistent with this Contract and the School's curriculum.

g. All School personnel involved with any aspect of the testing process must have knowledge of and abide by state and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The costs of administration of state assessments shall be paid as set forth in this Contract. The Sponsor will provide consultation by its applicable district staff and those services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, scoring, analysis, and summary reporting).

h. The School shall be responsible for giving the tests to its students and adhering to procedures published for each test. The Sponsor shall be responsible for providing adequate technological infrastructure to support all required online tests only if the School is using a Sponsor facility (but not otherwise) as set forth in Section VI hereafter; however if the School is using a School-acquired facility then the School is responsible for the provision at the School's cost of adequate technological infrastructure. The School shall be responsible for all costs associated with assessments not mandated by the state or covered by federal funding, such as Title I and IDEIA. If an IEP for a student with disabilities or an EP for a student who participates in programs for the gifted, indicates accommodations or an alternate assessment for participation in a State assessment, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

j. The School shall administer locally prepared assessment measures toward proficiency for all non-proficient students as required by law. This could include face-to-face District Diagnostics and K12 Scantrons, in addition to the School's administration of DIBELs, and

i-Ready assessments set forth in section III.A.(1)c. above. The School will be the entity that actually administers the tests to the students. If the School participates in District-wide assessments, the School will bear the costs. Students shall participate in other assessments as described in Section 5 of the Application: Student Performance, Assessment, and Evaluation except as expressly modified in this First Amendment to the Charter School Contract. The School shall be responsible for all costs associated with assessments not mandated by the State or covered by Federal funding, such as Title I and IDEA, unless otherwise agreed by the Parties.

(2) Annual School Improvement Plan (“SIP”)

a. If required pursuant to law and/or FDOE regulations, the School is required to submit a SIP using the FDOE’s template in accordance with the FDOE’s timeline for submission (or if not applicable from FDOE, then on Sponsor’s template and timeline for submission). The SIP must specifically address what the School will do differently from previous years to improve student achievement. The School’s governing board shall adhere to the deadline for the approval of the SIP as set forth by Florida Statute or FDOE. The School’s SIP shall set forth the School’s measurable objectives for the subsequent school year. The source documentation for data must be clearly identified, and where applicable, must rely on state-generated disaggregated data published on the FDOE website.

b. The governing board of the School shall review and approve the SIP prior to its submission to the Sponsor. Minutes documenting SIP approval must be taken and posted. The School shall follow the timeline set forth by the Sponsor for completion and approval of the SIP annually to ensure timely submission to FDOE.

c. Monitoring: The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the SIP submitted to the Sponsor annually. The School’s governing board shall monitor the implementation of the SIP. Schools which fall under the State of Florida Differentiated Accountability Plan will comply with all requirements as they relate to the SIP. In addition to evaluating the School’s success in achieving the objectives stated in either the Application or the SIP, the School will be held accountable for meeting the State’s student performance requirements as delineated in Rule 6A-1.09981, F.A.C. (*Implementation of Florida’s System of School Improvement and Accountability*), as specifically authorized and required pursuant to s.1001.02, s.1008.33, and s. 1008.345, F.S.

d. The School is solely responsible for the development and the implementation of the SIP; it being understood that the School remains

responsible for its operations. The Sponsor assumes no liability for its approval or disapproval of the School's SIP. The School may receive technical assistance and training from the FDOE as set forth in s. 1002.33(9)(n), F.S.

B. School Assessments

(1) Annually, the School shall require students to participate in the State's education accountability system, including but not limited to administering the FSA and EOCs. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration. All School personnel involved with any aspect of the testing process must have knowledge of and abide by FDOE and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The School shall designate in writing to the Sponsor its testing coordinator whose duties include training School staff such as proctors and administrators relating to testing protocols and activities, and the School's testing coordinator shall attend all of the Sponsor's FSA and other State-mandated assessment training sessions. The School's testing coordinator and test administrator(s) shall hold a current and valid Florida teacher certificate. The Sponsor shall report to the FDOE any failure of the School to meet the established performance measures contained in this Contract.

(2) Pursuant to s. 1002.33(9)(n), F.S., if the School receives a school grade designation below a “C” or a school grade as otherwise designated in s. 1002.33(9)(n), F.S., pursuant to s. 1008.34(2), F.S., then the required School representatives shall appear before the Sponsor to present information concerning each component of this Contract having any noted deficiencies. The director and a representative of the School’s governing board shall submit to the Sponsor its SIP designed by the School to raise student achievement. Pursuant to s. 1002.33(9)(n), F.S., if the School is implementing an SIP or a corrective action plan (as hereafter defined), then the required School representatives shall appear before the Sponsor to present information at least once per year regarding the progress of intervention and support implemented by the School pursuant to the SIP and corrective action plan, if applicable. Thereafter in each instance, the Sponsor agrees to communicate at said meeting, and subsequently in writing, to the School any Sponsor services available to the School to assist the School’s improving its identified deficiencies (it being understood, however, that the School remains responsible for its operation and implementation of any improvements and the outcomes of student achievement). The School is solely responsible for the development and the implementation of the SIP; it being understood that the School remains responsible for its operations. The Sponsor assumes no liability for its approval or disapproval of the School’s SIP. The School may receive technical assistance and training from the FDOE as set forth in s. 1002.33(9)(n), F.S. If the School fails to improve its student performance as required in s. 1002.33(9)(n), F.S., then the Sponsor shall place the School on probation and shall require the School to take such actions as permitted by law and the Parties shall execute any contract amendments necessary to memorialize the same. If the School is placed on probation it shall continue the corrective actions required by the Sponsor until the School improves its student performance from the year prior to the implementation of the SIP. Nothing herein shall be deemed to be the Sponsor’s waiver of its right to terminate this Contract pursuant to the provisions of s. 1002.33(8), F.S.

(3) If the School earns three (3) consecutive grades below a “C”, or as otherwise designated pursuant to s. 1002.33(9)(n), F.S., the School’s governing board shall choose one of the following corrective actions set forth in s. 1002.33, F.S.:

- a. Contract for educational services to be provided directly to students, instructional personnel, and school administrators;
- b. Contract with an outside entity that has a demonstrated record of effectiveness to operate the School;
- c. Reorganize the School under a new director or principal who is authorized to hire new staff; or
- d. Voluntarily close the charter school.

The School must implement the corrective action in the school year following the receipt of the third consecutive grade below a “C”. The Sponsor, through its Board, may annually waive a corrective action if it determines in its sole discretion that the School is likely to improve a letter grade if additional time is provided to implement the intervention and support strategies prescribed by the School’s SIP. The School shall submit such information as is reasonably required by the Sponsor in order to enable it to make such findings and provide any requested extension. Notwithstanding anything to the contrary herein, if the School earns a second consecutive grade of “F,” then the provisions of this

Contract and s. 1002.33(9)(n), F.S., shall govern.

If the School with a grade below a "C" improves to a grade of "C" or higher, then the School is no longer required to implement a corrective action plan but the charter school must continue to implement the strategies identified in the SIP.

(4) If the School is found by the FDOE (or if no School Performance Grade is received from FDOE, then as calculated by the Sponsor as set forth above) to be failing for any two (2) years within a consecutive four-year period, then a recommendation for termination of this Contract will be brought before the Sponsor's Board.

(5) If the School fails to administer the FSA and/or any other State required assessment instrument and/or the School assessments specifically set forth in Section III.A.(1) above, or if the School incurs improprieties associated with its test administration of the FSA and/or any other required assessment instrument set forth in Section III.A.(1) above, then such failure or impropriety shall be cause for the Sponsor's termination of this Contract pursuant to section I.D. above.

C. Student Promotion

(1) The School shall develop instruments to measure academic achievement as specified in this Section III. The School shall implement its Student Progression Plan and as required by Florida Statutes and FDOE rules, which plan shall set forth minimum academic and student promotion and retention requirements. The School's Student Progression Plan is attached as Attachment C.

(2) The School shall implement graduation requirements as set forth in the Student Progression Plan and must meet minimal requirements as set forth in Chapter 1003, Part IV, F.S. If the School is a high school, then until the School gains accreditation from SACS and/or AdvancED, all diplomas issued must state that the School is unaccredited (note: these diplomas will not bear the signature of the Superintendent).

(3) Per s. 1011.61(1)(c)1.b.(III), F.S., the School shall ensure that it meets the requirements for full-time virtual students who have six full-time credit completions or the prescribed level of content counting toward promotion to the next grade in programs listed in s. 1011.61(1)(c), F.S..

D. Data Access and Use

(1) The School shall, at its own expense, maintain connection to the Sponsor's mainframe for reporting student information, and timely and fully report all student information (including absences, disciplinary matters, grades, and all other student information required by law). The School shall report disciplinary incidents by the end of the month the incident occurred. The School shall report attendance at least once per week by reporting the enrolled student's progress pursuant to the assignment pacing guide. The School shall use the Sponsor's electronic data processing software system for processing student enrollment, attendance, FTE collection, assessment information, IEPs, LEP plans, 504 plans, and any other required student information

(including but not limited to student addresses and other demographic information). The Sponsor shall provide reasonable access to its mainframe and SIMS system. The School shall maintain appropriate hardware, and agree to participate in Sponsor training. The School shall submit all student record information required by law in accordance with the FDOE's guidelines for electronic data formats. The data elements shall include but not be limited to, the following: ESE data; grade level assignment; Required health information; Required discipline codes/incident data; attendance; student schedules; teacher demographics; master schedule; ESOL/migrant codes; grades/grading period/grading scale; ERW (entry, re-entry, withdrawal) information; test scores; demographic information; academic history and transcripts; 504 data; and student lunch information if required. The Sponsor shall grant access, at no expense to the School, to the electronic management system used by the Sponsor to develop and maintain IEPs/EPs.

(2) The School agrees to allow the Sponsor reasonable access to its facilities (where records are stored, or alternatively to make all records available to Sponsor in ~~Duval County, Florida~~ **Clay** and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met required by s. 1002.33(23), F.S. The School agrees to provide read access to all systems which the School utilizes for day to day operation of the school, to include the student management system, teacher student records, and student enrollment records, and to store the student cumulative records so that such records can be made available in ~~Duval County, Florida~~ **Clay County** upon reasonable notice.

(3) Sponsor is required to provide to the State Board of Education and the Commissioner of Education an analysis and comparison of the overall performance of the School's students. The Parties agree that the Sponsor will use results from the State required assessment programs referenced in this Contract (and any of Sponsor's assessment programs in which the School elects to participate) in a disaggregated format and the data elements to be included in the Annual Report which the School is required to submit pursuant to s. 1002.33(23), F.S.

(4) The School shall input demographic enrollment data in the SIMS system, which shall include the student's at-risk status if applicable.

(5) Failure to update and maintain student information may result in Sponsor staff's recommendation for closure to the Sponsor's Board.

(6) All School employees and students are bound by all of the Sponsor’s computer policies and standards regarding data privacy and system security when using the Sponsor’s information technology software or operating systems in any manner. The School shall not access any of the Sponsor’s student information unless and until the student enrolls in the School. Violation of this provision constitutes good cause for termination.

E. Reporting: The School shall report its student performance information as to content and in the manner required by s. 1002.33(21), F.S.

F. Academic Achievement: The School shall demonstrate adequate yearly gains in student performance as a condition of this Contract. The School shall target a School Performance Grade designation of “C” or better as calculated by the FDOE for each school year of the Contract term. If the School does not receive a School Performance Grade designation from the FDOE, the School’s student performance as calculated by the Sponsor, and shall be commensurate with the foregoing school performance grade designations in accordance with the guidelines as established by FDOE. This Contract may be recommended for termination by the Sponsor if:

- (1) insufficient progress has been made towards the goals and outcomes designated in the SIP; or,
- (2) the School receives a state designated grade of “F” in two (2) years of any four (4) years period.

IV. STUDENTS

A. Eligible Students: The target population of the School will serve no more than the number of students per year as set forth below; however, the maximum enrollment each year shall be established pursuant to section **IV.F. below**. The School’s population is students in grades K through 12 residing in ~~Duval County, Florida~~ **Clay County, Florida**, or pursuant to the controlled open enrollment provisions of ss. 1002.20 and 1002.31, Florida Statutes, who are identified in Appendix 1. Notwithstanding the foregoing, no student will be eligible for enrollment unless the student is in “good standing” with his or her regular school district. A student is not in good standing if the student is subject to expulsion or has been administratively placed in an alternative education program for disciplinary reasons. Further, the School may only submit applications to the Sponsor for enrollment **of** those students who are eligible for enrollment in a virtual charter school pursuant to the requirements of s. 1002.455, F.S. The following is the student enrollment breakdown by year (subject, however, to the maximum enrollment established pursuant to section IV.F. below):

Years 1 and 2: ~~Grades K through 12 -- up to 789 students --~~

5 Year Enrollment for Term of Contract Grades K-12

		Enrollment Numbers
Year 1	2019-20	100
Year 2	2020-21	110
Year 3	2021-22	120
Year 4	2022-23	130
Year 5	2023-24	140

B. Minimum Enrollment Requirements: The School’s minimum enrollment for the term of this Contract is 50. The Parties agree that this is the minimum enrollment that will support the School’s operations from a budgetary perspective. Failure to achieve the minimum enrollment by August 19 of each contract year constitutes good cause for termination or nonrenewal. The School’s proforma budget to support this minimum enrollment is provided in Appendix 2 (as attached hereto and incorporated herein by this reference), and the School shall submit to Sponsor any revisions to the budget within thirty (30) days of School’s governing board approval.

C. Required Instructional Minutes: Instructional minutes shall be a minimum of 300 minutes or in accordance with Florida Education Finance Program (FEFP).

D. Annual Enrollment Capacity: The School’s annual enrollment capacity shall not exceed the School’s enrollment as approved by the Sponsor in section IV.A. Payments shall be withheld, without penalty of interest, for students in excess of the School’s projected enrollment for the school year (it being understood no revenue is generated or due and payable to the School for any student exceeding such enrollment capacity), and enrollment exceeding capacity shall form good cause for termination or nonrenewal of the Contract.

~~E. Intentionally Deleted.~~

E. Annual Enrollment: On or before August 1 for each contract year, the School shall provide the Sponsor with the School’s documentation regarding the number of students who have completed official applications at the School. In no event the actual maximum enrollment exceed the maximum enrollment as approved by the Sponsor set forth in section IV.A, as may be limited by section IV.D.,. above.

F. Admission and Enrollments:

(3) The School shall be open to any student residing in ~~Duval County, Florida~~ **Clay, Florida**, or pursuant to the controlled open enrollment provisions of s. 1002.31, F.S. In addition, any eligible student shall be allowed interdistrict transfer to attend the School when based on good cause. The School may not base admission approval on the student’s academic history, record of standardized testing performance, juvenile or

disciplinary history or status, any IEP or other information regarding a student's special needs. Per s. 1002.33(10)(a), F.S., "good cause" shall include, but is not limited to, geographic proximity to the School in a neighboring school district. Notwithstanding anything to the contrary in this Contract, student eligibility for K-12 virtual students is defined per s. 1002.455(2), F.S., and enrollment is subject to s. 1002.31, F.S.

- (2) The School may give enrollment preference to the following student populations:
 - a. a sibling of a student enrolled in the School;
 - b. the child of: (i) an employee of the School, (ii) a member of the governing board, or (iii) an active-duty member of any branch of the United States Armed Forces;
 - c. students who have successfully completed a voluntary prekindergarten education program under ss. 1002.51 through 1002.79, F.S., provided by the School or the School's governing board during the previous year;
 - d. students who attended or are assigned to failing schools pursuant to s. 1002.38(2), F.S.; or
 - e. as permitted or required by Florida Statutes and/or FDOE regulations.

Notwithstanding anything to the contrary in this Contract, the School shall not displace students residing in ~~Duval County~~ **Clay County** with a student from another district seeking enrollment in the School pursuant to the controlled open enrollment provisions in s. 1002.31, F.S. Pursuant to s. 1002.31(2)(f), F.S., for purposes of continuity of educational choice, a student who transfers to the School pursuant to this statute may remain at the School until the student completes the highest grade level at the School.

(3) Students with handicapping conditions and students served in ESOL programs shall have an equal opportunity for enrollment; see requirements herein concerning the School's application process.

(4) The School shall enroll an eligible student who submits a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants described herein shall have an equal chance of being admitted through a random selection process/lottery. If applicable, a waiting list will be developed during the first semester for enrollment once a seat becomes available.

(5) The School may enroll any eligible student by accepting an application at any time and will be allowed to enroll students until the October FTE date certain (subject, however, to the enrollment deadlines in section F above); however, the enrollment will be based on the previous year's October and February FTE survey data, which will be used by the Sponsor to verify and approve the School's proposed budget for each year as set forth in Attachment A (it being understood however that funding to the School for students enrolled after the October FTE period would not be effectuated until the subsequent FTE period). In addition, ~~students desiring~~ **students residing in Clay**

County who desire to withdraw from the School shall request to return to the Clay County attendance area school by completing the Application to Return to Attendance Area school form registering at their assigned Clay County school . Total enrollment will not exceed the number of students as indicated in this Contract.

(6) Upon prior approval from the Sponsor and upon compliance with s. 1002.33, F.S., the School may limit the enrollment process to further target the population of students defined in subsection IV.A. above only as follows in accordance with the following permitted statutory reasons:

- a. Students within specific age groups or grade levels;
- b. Students considered at risk of dropping out of school or academic failure (including exceptional education students);
- c. Students enrolling in a charter school-in-the-workplace or charter school-in-a-municipality established pursuant to s. 1002.33(15), F.S.;
- d. Students residing within a reasonable distance of the School and other requirements established pursuant to s. 1002.33(10)(e)4., F.S.;
- e. Students who meet reasonable academic, artistic, or other eligibility standards that are consistent with the School's mission in Appendix 1, so long as such standards comply with and are in accordance with current state law and practice in public schools and do not discriminate against other qualified students;
- f. Students matriculating from another charter school based on a written plan approved in advance by the Sponsor pursuant to a duly adopted amendment to this Contract; or
- g. Students living in a development in which a business entity provides the School facility and related property having an appraised value of at least \$10,000,000.00 to be used as a charter school for the development; students living in the development shall be entitled to fifty percent (50%) of the student stations; and other requirements as set forth in s. 1002.33(10)(e)4., F.S.

(7) Enrollment is subject to compliance with the provisions of s. 1003.22, F.S., concerning school entry health examinations and immunizations. The School will ensure that any administration of medication to students by School personnel shall be in compliance with all legal requirements, including but not limited to s. 1006.062, F.S. The School shall ensure it complies with all legal requirements concerning all health requirements set forth in s. 1002.20(3), F.S.

(8) The School agrees to comply, as applicable, with the Federal Gun Free School Act of 1994, the State of Florida's Zero Tolerance for School Related Violent Crime regulations, Florida Administrative Code Rule 6A-1.0404; and any other applicable state

and/or federal law pertaining to the health, safety and welfare of students.

G. Student Enrollment Applications and Parental Contracts. The School may utilize student enrollment applications and parental contracts so long as the same comply with all legal requirements. The School shall submit its student enrollment application and any parental contract to the Sponsor for its review and approval according to the schedule set forth in Attachment A.

(1) Student Enrollment Application; No 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 who are served in English for Speakers of Other Languages (ESOL) programs. The School will not deny admission to, nor withdraw, a disabled student based on a finding that the student needs a service delivery model not presently in existence at the School. The process for the determination of whether the needs can be met for an enrolled ESE student is set forth in subsection ~~J.(5)~~ **I.(5)** below. The School will include non-discrimination statements and statements of inclusion in any application handouts or brochures concerning the School and on the School website. The School's student enrollment application shall not set forth any criteria or requirements that do not comply with the statutory enrollment preferences and criteria, and shall not set forth criteria or requirements that may have any discriminatory effect on potential enrollment (including but not limited to requesting copies of IEPs or other information that would ordinarily be transferred by the Sponsor to the School as part of the enrolled student's cumulative file). The School may not request prior to enrollment, through the application or otherwise, information regarding the student's academic history, record of standardized testing performance, juvenile or disciplinary history or status, a student's Individual Education Plan ("IEP") or other information regarding a student's special needs.

(4) The School shall not utilize any enrollment application until the Sponsor has received and approved the form according to the criteria set forth herein; and as attached to the School's conformed Application.

(5) The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled for three (3) years after the conclusion of the school year for which the application was received. The information shall be made available to the Sponsor upon request and reasonable notice no more frequently than twice per year.

(6) The School shall maintain documentation of each enrollment lottery conducted, as well as any student wait lists that are generated and make them available to the Sponsor upon request. Lottery documentation shall clearly allow the Sponsor to verify that the random selection process utilized by the School was fair to all applicants.

(7) If the School utilizes a parental contract, then the parent contract shall not include requirements that would result in the non-reenrollment for the next school year, dismissal, withdrawal, or expulsion of the student as a result of the act or omission of the parent or guardian; it being understood that any discipline of the student shall be pursuant to the approved Code of Student Conduct, and any expulsion of the student

shall be conducted by the Sponsor's Board. The School shall not utilize any parent contract until the Sponsor has received and approved the form according to the criteria set forth herein.

(8) The School shall not directly or indirectly give current or prospective students or their families anything of material value in order to induce or reward enrollment in the school.

(7) The School's admission process and dismissal process shall not be based on a student's academic performance, as set forth in s. 1002.33(7)(a)7., F.S.

H. Maintenance Of Student Records: The School shall maintain both active and archival records for current/former students in accordance with all legal requirements (including but not limited to ss. 1003.25 and 1002.22, F.S., and s. 119.021, F.S. [requiring that archival records being maintained in a fireproof and waterproof safe, vault or room], and Rule 6A-1.0955, F.A.C.). All permanent (Category A) records of students enrolling in or leaving the School, whether by graduation, transfer to or from the public school system, or withdrawal to attend another school, shall be transferred to the Sponsor or to the School as appropriate in accordance with Florida Statutes. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the regular ~~Duval County Public Schools~~ **Clay County District Schools** or to another school system. The school records for any student transferring out of the School to any school other than one within the ~~Duval County Public Schools~~ **Clay County District Schools** shall be returned to the Sponsor's central student records office for maintenance. The School will submit an annual report to Sponsor prior to July 1 of each year listing the disposition of each student's permanent records (i.e., stored on site, transmitted to Sponsor, or other disposition if appropriate). Such information shall otherwise be available to Sponsor upon Sponsor's request.

I. Exceptional Student Education

(1) The School shall provide Free Appropriate Public Education to each exceptional student enrolled at the school. Students with disabilities shall be provided with programs implemented in accordance with federal, state and local policies and procedures, (or other State-approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, ss.1000.05, 1003.57, 1001.42 (4)(l), and 1002.33, F.S., and Chapter 6A-6, F.A.C.

(2) The Sponsor will have the responsibility of conducting the evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform all initial evaluations of students initially referred for placement/services within exceptional student education. The School will be responsible for all reevaluations. The School may obtain independent evaluations of students at its expense. These evaluations shall be considered but will not necessarily substitute for an evaluation conducted by Sponsor district personnel in a manner and time frame consistent with that of all other schools in the district.

(3) Students of gifted shall be provided with programs implemented in accordance with state and local policies and procedures, Florida Statutes, and Chapter 6A-6, F.A.C.

(4) The School will be responsible for the delivery of all educational and related services indicated on the student's individualized education program (IEP). Related services e.g., speech/language therapy, occupational therapy, physical therapy, counseling, assessment instruments, assistive technology devices, and therapeutic equipment must be provided by the School staff or paid for through a separate contract. The School will access training opportunities provided by the Sponsor at the Sponsor's expense to ensure compliance with the IDEIA. The School shall conduct the evaluations of the School's students referred for physical therapy (PT) and occupational therapy (OT) and speech and language (SL) services. After the student is determined eligible for these services and the initial IEP or 504 Plan is written, the School shall be responsible for providing required PT, OT, and SL services to the student. The School shall ensure that PT, OT and SL therapists who perform the evaluations attend an IEP meeting to review the evaluations when eligibility for services is determined. The evaluation must include a review of the student's IEP, identification and development of PT, OT and SL goals and/or a treatment plan for the student. The School shall ensure that all therapists review and implement the student's initial IEP. The School shall ensure that all therapists providing services to the student participate in the student's annual and interim IEP meetings either in writing, by telephone, or in person. The student's IEP goals and benchmarks related to these areas are to be updated by the student's treating therapists. The School shall require all therapists providing services to the student to attend training on delivery of school-based services. ~~The Sponsor shall provide training.~~ The School shall ensure that all therapists receive the required training either through the Sponsor or another provider. The Sponsor may conduct periodic reviews of the paperwork prepared by the OT, PT and SL therapists providing services to such students.

(5) If it is determined by the IEP committee (comprised of the parent or legal guardian of the student, appropriate representatives from the Sponsor and the School, and other school officials as required by s. 300.321, 34 CFR Chapter 111), that the needs of a student with disabilities cannot be met at the School, the Sponsor and School will take steps to secure another placement for the student in accordance with federal and state mandates. The Sponsor will provide an Admissions and Placement Specialist to serve as the Local Education Agency ("LEA") when the IEP meeting is considering an initial placement, a change in placement, a dismissal from a program or a change in personnel assignments or reassignments.

(6) The Sponsor may participate in all IEP meetings (including initial staffing and annual IEP review meetings) at the School and will serve as the Local Educational Agency (LEA) Representative when attending. IEPs and the corresponding Matrix of Services document will be reviewed and monitored by the Sponsor at the same frequency as all other public schools.

(7) Students with disabilities will be educated in the least restrictive environment as required by law. Those students, whose needs cannot be adequately addressed at the School as determined by the IEP committee, will be appropriately referred; and the

School staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely, and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

(8) The School will make a continuum of alternative placements available to students with disabilities. 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 that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. 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. In order to ensure the delivery of FAPE, the School shall offer a continuum of placements, including, at a minimum, consultation, support facilitation, and resource classes as required by the student's IEP. Those students whose needs cannot be adequately addressed at the School as determined by an IEP committee will be referred for appropriate placement based on the IEP designated services; and the School staff will work together with the Sponsor's personnel to ensure that the needs of these students are met.

(9) The School shall provide to parents of exceptional students notice of procedural safeguards in their native language, as provided by FDOE. Procedural safeguards shall be posted on the School's website and upon request shall be provided to parents electronically or via mail.

(10) In the event there is a Due Process Hearing in accordance with Section 615 of the IDEIA involving the provision of education and related services to a student with disabilities at the School, the following shall apply:

- a. A student, parent, or guardian who indicates at an IEP, EP or 504 meeting that they wish to file for a due process hearing pursuant to state law and rules shall be given the appropriate forms by the LEA attending the IEP meeting. These forms shall also be provided upon request at any other time.
- b. Due process hearing requests (whether received by the Sponsor or by the School) shall be filed with the Sponsor's Charter School Office and ESE Office. As soon as a request is filed, the filing Party shall notify the other Party.
- c. The School, and the School's legal counsel, shall reasonably participate and assist the Sponsor in any legal or quasi-legal activity regarding the School's education program or placement afforded an ESE student attending or admitted to the School, such as a due process hearing request or formal complaint.
- d. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under state and federal law.
- e. The Sponsor shall ensure that (1) the due process hearing is conducted

pursuant to applicable state law and rules, (2) a final decision is reached, and (3) a copy of the decision is mailed to the parties.

f. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded.

g. If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within five (5) business days notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation in the same manner as set forth in subsection f. above.

J. 504 Students. The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such student to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students, who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations. The School will cooperate with the Sponsor in any legal or quasi-legal activity in connection with a student attending or admitted to the School, such as a due process hearing request, formal complaint, or mediation, in connection with a student identified with a 504 accommodation, as provided in III.J.(10) above. The School shall afford parents of students identified with a 504 accommodation notice of their parental rights, as provided by the FDOE.

K. English Speakers Of Other Languages

(1) The School will ~~include~~ **document** all of the information required to service English Language Learners ("ELLs") e.g., language proficiency assessment data from FDOE's "Access for ELLs 2.0" or other State-approved assessment, level of language proficiency using the IPT Oral Test and/or other State-approved language assessment, home language survey, as applicable to **the** School in the Sponsor's District Plan for ELLs. Additionally, it will ~~include~~ **document** all of the information required for students with disabilities and students of gifted.

(2) Students at the School who are of limited proficiency in English will be provided with primary instruction in English by School personnel who either (a) hold a currently –valid State of Florida educator's certificate showing the ESOL subject area, or (b) hold a currently-valid State of Florida educator's certificate in another area of certification and has been approved by the School's governing board to teach in this capacity and who complete the required in-service training in ESOL (~~a minimum of 60 hours each school year assigned to teach an LEP student until the ESOL endorsement is added~~). The

School shall follow the Sponsor's District Plan for ELLs. The School shall attend the Sponsor's ESOL Procedures Training each year and shall complete the ESOL Information Sheet and timely submit to the Sponsor. The Sponsor's or School's State approved plan, which meets the requirements of the League of United Latin American Citizens ("LULAC") et al. v. State Board of Education Consent Decree, is incorporated herein by this reference, and the School will meet the requirements of the LULAC META Consent Decree and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's LEP—District ELL Plan in identifying ESOL students and provision of ESOL services.

L. Dismissal And Withdrawals:

(1) Student dismissal procedures shall be as set forth in the School's Code of Student Conduct attached hereto as Attachment D, and/or the School's Student Progression Plan attached hereto as Attachment C, all of which shall be on file at the School for review. Student dismissal for reasons other than as set forth in Attachment C and/or Attachment D shall require Sponsor approval. Notwithstanding the foregoing, the School may not withdraw or transfer a student involuntarily, nor may the School transfer an enrolled student to another charter school having a separate Master School Identification Number without first obtaining the written approval of the student's parent or guardian.

(2) Upon receipt of a parent's request to return to the student's attendance area school, the School shall complete its portion of the approved form **send student records upon request** to facilitate the withdrawal process.

(3) Prior to dismissal, all students shall be afforded appropriate due process as described in Attachment C and/or Attachment D.

(4) ~~The School shall provide timely notice to the Sponsor of a student's withdrawal from the School.~~ **The School shall complete appropriate withdrawal information in the Sponsor's SIS in a timely manner.**

(5) Pursuant to s. 1006.07 F.S., only the Sponsor shall have the authority to expel a student, and not the School. As the School implements its Code of Student Conduct, students recommended for expulsion or placement in an alternative school will be referred by the School to the Sponsor for appropriate disposition.

M. Extracurricular Activities: The School may provide extracurricular activities for its students and if so, agrees to provide equal opportunity for participation in extracurricular activities to all students. The School shall consider the diversity goals in School Board Policy 4.40 ~~(or any successor policies or designations of Sponsor concerning this policy)~~ related to such activities in setting its policies, and comply with its policies set forth in Attachment E. Students enrolled in the School may participate in interscholastic extracurricular activities at another public school pursuant to the terms and requirements of s. 1006.15(3)(d), F.S., and the School shall comply with the requirements set forth in ss. 1002.31, 1006.15, and 1006.195, F.S.

N. Discipline and Safety: The School agrees to maintain a safe learning environment at all

times and to provide criteria for addressing disciplinary issues through its Code of Student Conduct that will ensure the health, safety and welfare of all students attending the school. The School shall ensure that the Code of Student Conduct is enforced fairly and that discipline is administered without regard to race, ethnicity, disability or gender, and the Code of Student Conduct is in accordance with State Board of Education administrative rules, state and federal statutes, and state and federal court decisions (including but not limited to changes adopted by the Florida Legislature from time to time, such as s. 1006.147, F.S.). The School's Code of Student Conduct is set forth in Attachment D and shall be maintained on file at the School for review. Further, the School's plan to ensure disaster preparedness and the safety and security of students and staff, and plans to identify, minimize and protect others from violent or disruptive student behavior shall comply with all legal requirements (including but not limited to Chapter 2018-3, Laws of Florida) and is attached as Attachment E. Notwithstanding anything to the contrary, the School shall not utilize corporal punishment.

O. Policies: Additional policies and procedures for operation of the School shall be developed and on file at the School for review, with a copy to the Sponsor. In addition to the foregoing, the School has adopted its Wellness Policy (required by P.L. 108.265, Section 204), as set forth in Attachment G.

P. No Designation as an Alternative School. Notwithstanding anything to the contrary in the Application or this Contract, the School is not authorized by this Contract to operate as an "Alternative" school.

Q. The School shall ensure an eligible family's lack of equipment, technology, or internet access shall not be a barrier to enrollment or participation in the School once enrolled. Each School's *family* with one or more K through 8th grade student who meets the eligibility requirements for free and reduced price meals or who is on the direct certification list and who does not have a computer will be eligible for a loaned computer and printer for the duration of their student(s)' enrollment in the School. Each School's 9 through 12th grade *student* eligible for free and reduced price meals or who is on the direct certification list, and who does not have a computer or Internet access in his or her home will also be eligible for a loaned computer and printer/fax/scanner for the duration of his/her enrollment in the School. The School will also provide families with free and reduced meal eligible students, or those on the direct certification list, internet access in their home with a set monthly reimbursement amount to assist with home internet charges. Eligibility for loaned computers and peripherals and internet service assistance will be determined each school year.

V. FINANCIAL ACCOUNTABILITY

A. Revenue

(1) Students enrolled in the School shall be funded as virtual students enrolled in other public schools. The funding for virtual charter schools is pursuant to ss. 1002.33(17)(f) and 1002.45(7), F.S. The basis of the funding shall be through the Florida Education Finance Program (FEFP) as provided in the General Appropriations Act. However, such funds may not be provided for the purpose of fulfilling the class size requirements in 1003.03 and 1011.685, F.S. The funding per FTE cannot exceed the virtual funding cap established in the General Appropriations Act.

Notwithstanding the provisions for payment for FTE upon completion, the Sponsor agrees to provide monthly payments to the School based on the historical completion rate of 70% and the Parties shall reconcile overpayments or underpayments to achieve full funding for students' completion as required for virtual instruction on an annual basis as set forth herein.

Beginning with the first disbursement of FEFP funds to the Sponsor following the Effective Date of this Contract, and for every monthly FEFP payment thereafter, the Sponsor shall transmit the School's portion of FEFP funds to the School not later than the ~~40~~ 15th business day of each month. Funds will be prorated in later payments to balance with actual enrollments. The School shall comply with all FEFP FTE survey timelines and deadlines for the input of required information and for the review and correction of any reports. All FTE survey forms shall be submitted within the required deadlines. If the School submits data relevant to FTE, federal or grant funding that is later determined through audit procedures or otherwise to be inaccurate, then the School shall be responsible for reimbursement to the Sponsor within ten (10) business days of receiving the request plus reasonable backup showing the need for reimbursement, for any errors or omissions for which the School was responsible. If the School does not timely return the funding, then the Sponsor shall deduct any undisputed adjustments from the School's subsequent revenue disbursement.

a. Student Reporting: The School shall report its student enrollment to the Sponsor as required in s. 1011.62, and in accordance with the definitions in s. 1011.61 at the agreed upon intervals and shall use the reporting method required by the FDOE (if any) and the Florida Auditor General (if any) when reporting cost data by program. The Sponsor shall include each School's enrollment in the district's report of student enrollment. The School shall provide and maintain student membership and attendance records to the Board and all additional reports that are required during the officially designated FTE surveys. In addition, an automated record keeping FTE system shall be maintained.

Payment shall be on a monthly basis based upon the estimated number of FTE students in membership during the FTE survey period at the agreed upon monthly rate of seventy-percent (70%), with the final reconciliation for full payment to occur annually based on student completion as required for virtual instruction. It is understood that no payment shall be due or payable for each student who is not both enrolled and scheduled as of the seven day count and thereafter unless otherwise due and payable per law. When recalibrated FTE data is received from FDOE, then the FTE payments will be based and recalculated on FDOE's data. Subsequent

monthly payments shall be made based on the prior survey data, and cumulative adjustments are made throughout the school year to adjust FEFP based on the methodology described in this section. FTE data will be generated at a date provided by the Sponsor right after beginning of the school year and payments will reflect any adjustments in student FTE.

The annual reconciliation of the school year monthly payments shall be upon accurate data reported in FTE survey period 4 for full-time equivalent students based on each student's completion of six (6) full time credit completions or the prescribed level of content that counts toward promotion to the next grade in programs listed in s. 1011.62(1)(c) F.S., including required EOCs, for FTE funding as set forth in s. 1011.61(1)(c)b.III., F.S.; it being understood that fractional completion is not eligible for FTE payment. Credit completions may be a combination of either full-credit courses or half-credit courses. Credits completed by a student in excess of the minimum required for high school graduation are not eligible for funding. Adjustments to funding will be made for students enrolled in courses requiring end-of-course assessments. Each student may not be reported as more than 1.0 full-time equivalent student in any given school year.

b. Payments other than those specified in section V.A.(1) shall be made to the School no later than ten (10) business days after receipt of the funds or otherwise within ten (10) business days after receipt of written notice that the funds are due the School after the School complies with FDOE requirements (such as the guidelines for capital outlay funds). This format shall also be utilized for both FTE survey periods and funding adjustments from the State.

c. The payment following each FTE survey will be adjusted to reflect FTE membership for that survey. Any funding adjustments shall be made on the following scheduled payment to the School.

d. Total funding shall be recalculated during the school year to reflect actual FTE students reported by the School during the FTE student survey periods. Additionally, funding for the School shall be adjusted during the year as follows:

i. In the event of a State hold back or proration, which reduces district funding, the School's funding will be reduced proportionately; or

ii. In the event that the district exceeds the State cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

e. If the Sponsor receives notice of an FTE funding adjustment, which is attributable to substantial noncompliance by the School, the Sponsor may deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of the Contract where no further payments are due the School, the Sponsor shall provide notice to the School, and the School shall reimburse such overpayment to the Sponsor within ten (10) business days.

f. If the School does not comply with the core reading plan requirements specified in this Contract, the funds that would have been allocated to the school by the state and/or Sponsor for reading, shall remain with the Sponsor to serve low performing schools.

g. The performance of the Sponsor of any of its obligations under this Contract shall be subject to and contingent on the availability of moneys lawfully applicable for such purposes.

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

i. The School will receive ACH payments from the District. The School is responsible for signing up on-line to receive its ACH payments prior to payment processing by the District. The bank account must be in the same legal name of the School, and the bank information form must be signed by the active Governing Board chair of the school. The Sponsor shall not send payments to a trust account or to any bank account other than one held and controlled by the School.

j. The Parties agree that the Sponsor, with notice, may request at any time, and the School shall promptly provide, reports on the School's operations and student performance. Such report shall be in addition to those required elsewhere in this Contract. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds, without incurring interest as provided for in section V.A.(1) above of this Contract, until such time as the reports are received.

2. Federal Funding

a. Title I

i) Pursuant to provisions of 20 U.S.C. 8061 Section 10306, and s. 1002.33(17)(c), F.S., the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title 1 funding, not later than five (5) months after the School first opens or after a subsequent expansion of

enrollment.

ii) Any Title I funds allocated to the School must be used to supplement students' greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. When determining eligibility for Title I, only students aged 5-17 that meet the Census criteria will be considered. For charter schools participating in the National School Lunch Program ("NSLP"), eligibility will be based on the percentage of students eligible for free/reduced priced lunch on a date certain. The School will submit data to the Sponsor to support family income information for Title I allocation using the NSLP free and reduced lunch forms. The Sponsor annually determines the minimum required percentage to become a Title I school. The per pupil allocation of Title I funds will correlate with the per pupil allocation of the home school.

iii) Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment item purchased with Title I funds costing \$1000 or more, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I. This property must be identified, labeled and made readily available for Title I property audits.

iv) Schools receiving Title I funds will employ highly qualified staff: teachers that are certified and teaching infield; support staff with two years of college or that have passed an equivalent exam.

v) If the School accepts Title I funds, at least one percent of the Title I funds budget must be spent in support of parental involvement activities.

vi) The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor's Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

vii) All documentation, including, but not limited to, documents, agendas, schedules, minutes, time sheets, receipts, invoices, purchase orders, rosters, etc., must be maintained by the School for a minimum of five years as evidence to validate the use of Title I school site allocations. If the School closes, all required documentation must be submitted to the Sponsor's Director or designee of the Title I program.

viii) Upon Title I designation, communication will be sent by the Sponsor's Director or designee of the Title I program directly to the School's Governing Board Chairperson. The School shall develop a Title I School-wide Plan and Budget. Required documents must be completed, approved by the Governing Board Chairperson, and submitted to the Sponsor's Director or designee of the

Title I program by the required date. Upon approval by Sponsor's Director or designee of the Title I program, the reimbursement procedures may begin.

ix) If the School is eligible for Title I funds, but does not accept them, they are still accountable for meeting all Title I compliance requirements.

x) The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Contract.

xi) Pursuant to s. 1002.33(17)(c), F.S., the School must submit any invoices for the Sponsor's reimbursement of federal funds (to be paid with available federal funds for the benefit of the School), at least thirty (30) days in advance of the monthly date of reimbursement established by the Sponsor. Any reimbursement is subject to and conditioned on the School's compliance with applicable FDOE and State rules and federal regulations, federal Education Department General Administrative regulations, and program-specific statutes, rules and regulations. Such funds may not be made available to the School until a plan is submitted to the Sponsor for approval for the use of the funds in accordance with application federal requirements, and the Sponsor has thirty (30) days to review and approve any plan submitted pursuant to this section.

b. IDEIA: Under 34 CFR s. 300.241, where IDEIA Part B funds are distributed to other schools of the Sponsor, Part B funds must also be distributed to Sponsor's public charter schools in the same manner. Likewise, where the Sponsor provides services under Part B to its schools, the Sponsor must provide services in the same manner to its public charter schools. The annual entitlement received by the Sponsor from the IDEIA will remain with the Sponsor to provide training and other program resources as required by IDEIA guidelines shared proportionally with the School on the same basis as made available to other traditional and charter schools in the District pursuant to s. 1002.33(17)(c), F.S. The Sponsor will provide access to services, materials, and/or equipment provided district-wide to all schools through IDEIA funding. The School may participate in discretionary IDEIA training offered by the Sponsor at no cost and shall participate in all mandatory IDEIA training offered by the Sponsor at no cost. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Contract.

c. Federal Grants: Per s. 1002.33(17)(d), F.S., the School is eligible to participate in federal competitive grants that are available as part of the federal stimulus funds, and the Sponsor shall include charter schools in the Sponsor's requests for federal stimulus funds in the same manner as the Sponsor's schools. 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 is provided by the

School, provided that no federal law or regulation prohibits this transfer of funds. 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.

d. Funds: Schools participating in the Federal School Lunch Program will apply directly to the Florida Department of Agriculture for approval to participate in the program and funds to the School under the program will be paid directly to the School and will not pass through the Sponsor.

3 Capital outlay funding is not available for virtual charter schools.

4 ~~Other Revenue: If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation. The School shall provide the Sponsor documentation evidencing that the categorical funds received by the School were actually expensed for the purposes for which the categoricals were established. The School is required to fully utilize state appropriated Supplemental Academic Instruction ("SAI"), Perkins, and Tech-Prep categorical funds. The School may secure funding from private institutions, corporations, businesses and/or individuals. The School shall notify the Sponsor, in writing, within 30 days of receipt of the funds.~~

5 If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest; if the School requests a FTE appeal with FDOE, then the Sponsor may, with the concurrence of FDOE, hold the withheld funds in escrow and disburse according to the final decision of the FTE appeal. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

B. Sponsor Administrative Fee: The Sponsor shall withhold the administrative fee amount as calculated pursuant to s. 1002.33(20), F.S. The products and services that are included in the statutory administrative cost are set forth in Attachment H and s. 1002.33(20)(a), F.S.

C. Restriction on Charging Tuition: The School shall not charge tuition or registration fees, except those fees normally charged by public schools in the District or as allowed by Florida law.

D. Budget: The School shall provide to the Sponsor proof that it will have sufficient funds to cover operating expenses associated with the operation of the School, including without limitation the amount of any lease payments, teacher and other staff salaries and benefits, utilities and transportation costs, for each school year during the term of this Contract. The School's timely submission to Sponsor of the School's approved budget shall satisfy this requirement; subject to actual student enrollment (FTE) to confirm the revenue projections set forth in the School's budget. Pursuant to s. 1002.33(9)(h), F.S., the School's governing board shall adopt and maintain an annual budget. The School agrees that any adopted budgets shall be balanced budgets. The School agrees to transmit to the Sponsor a copy of the School's adopted budget at the beginning of the Sponsor's fiscal year (July 1) and shall provide evidence to the Sponsor of the governing board's consent to any revisions to such annual operating budget during the annual period.

E. Financial Records, Reports and Monitoring:

1. The School shall maintain all financial records which constitute its accounting system (including but not limited to, the School's utilizing the standard state codification of accounts as a means of codifying all transactions pertaining to the School's operations) in compliance with the provisions of the most recent issue of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools" (the "Red Book") and any applicable FDOE Technical Assistance notices. Federal, state and local funds shall be maintained according to existing mandates and practices. Pursuant to s. 1002.33(9)(g)2, F.S., in the event the governing board of the School elects to follow generally accepted accounting standards for non-profit organizations, the School shall notify the Sponsor in advance and provide evidence of such election. However, the School understands and agrees that the School shall, at its cost, reformat its financial information according to the standards set forth in the Red Book and s. 1011.60, F.S., for its annual financial audit.

2. Financial Reports: The School shall provide, at its cost, monthly unaudited financial statements to the Sponsor, in a form reasonably satisfactory to Sponsor (and on such form as prescribed by the FDOE):

a. Monthly reports shall be submitted in electronic format and shall include (a) Statement of Revenues, Expenditures and Changes in Fund Balance by Function; (b) Statement of Revenues, Expenditures and Changes in Fund Balance by Object; (c) Schedule of Receivables and Payables; (d) Monthly Bank Statement and Reconciliation; (e) Capitalized Fixed Asset Report; and (f) a Balance Sheet, all in a format to include detailed revenue and expenditure activities relating to its operations as certified by the School's chief financial officer (made under oath via an affidavit, and after investigation and due inquiry as to the matters set forth therein) (the "Financial Statements"). If the School has entered into a contract with an educational services provider (see section X hereafter), then the School shall require its ESP to provide the same detail in its monthly report in order to determine the ESP's expenditures on behalf of the School. Through the term of this Contract, the monthly statements are due to the Sponsor within thirty (30) days after the end of the month

being reported. The Financial Statements shall specifically include, but not be limited to, an accounting of all public funds received and an inventory of the School property purchased with such public funds (as set forth hereafter). The Financial Statements should also account for revenues received as well as funds that are deferred (including, but not limited to, any capital outlay funds).

b. The School shall continuously inventory, register, and tag all tangible personal property purchased with public funds and implement a fixed asset management system recording such inventory as registered. The School shall develop guidelines for the inclusion and exclusion of items from the fixed asset inventory system and identify to the Sponsor the person responsible for maintaining the fixed asset inventory system. The School shall update its fixed asset inventory system and provide a written fixed asset inventory (accurate and balanced) to the Sponsor with each monthly and quarterly financial report required above. The School shall comply with the requirements of the Auditor General, and the School shall be GASB compliant. Inventory records shall be maintained in a manner to reflect the funds used for the purchase of assets. The School shall permit the Sponsor reasonable access to review the inventory of public assets and records of such inventory.

Except as specifically provided hereafter, all property of the School purchased with public funds is not available for pledge, lien, mortgage, or encumbrance in favor of any third Party (including but not limited to landlords, lenders, creditors, vendors, or otherwise), and the School shall notify all such third Parties of the same, and the School shall explicitly exclude property acquired with public funds from any financing statements, mortgages, leases, or other instruments executed and delivered by the School in favor of such third Party. The School shall cause the preparation and recording of such documents required to implement the terms of this section at its expense. Notwithstanding the foregoing, the Sponsor will permit certain items (as clearly identified in the final budget of the School and as approved by Sponsor) to be available for pledge, lien, or encumbrance to a third Party lender or third Party vendor even though such property is also partially acquired with public funds provided that the School has given the Sponsor thirty (30) days prior written notice of the School's pledge, lien, or encumbrance in favor of the third Party and the same is consistent with the School's budget as reasonably approved by Sponsor. The Parties shall execute such documents as is required to memorialize the School's financing of these clearly identified items described in the final and approved budget pursuant to the terms of this section, including, but not limited to, agreements relating to the lien priority and equity position of the School, Sponsor, and third Party lender, as the case may be, with respect to the property being acquired with public funds and financing from the third Party lender. Any breach of this section shall constitute a default of this Contract.

c. The School shall submit to the Sponsor in a timely manner, the information specified in s. 1010.20, F.S. regarding Cost Accounting and Cost reporting.

d. The School shall provide to the Sponsor its annual Program Cost Report information by July 31 in the State-required format for inclusion in Sponsor's

reporting in compliance with s. 1010.20, F.S., and State Board of Education Rule 6A-1.0071.

e. Section 1002.33(9)(j), F.S. requires the School's governing body to ensure the School has retained a certified public accountant or auditor, and that the School's governing body review and approve audit reports (including audit findings and recommendations) and any "financial recovery plan", and perform the duties set forth in s. 1002.345, F.S., including monitoring a corrective action plan. The School's selection of an auditor shall be as set forth in s. 218.391, F.S.

f. The School shall submit to the Sponsor annually audited Financial Statements (prepared by an independent certified public accountant at the School's cost and in accordance with General Acceptable Accounting Auditing Procedures and Practices) on or before ~~September 30~~ August 15th for the period ending on the prior June 30th for each school authorized under a single charter.

g. The individual or entity performing auditing services for the School shall not be responsible for performing the accounting services for the School. The School shall submit with each Financial Statement all documents reasonably requested by Sponsor. Notwithstanding the foregoing, the Sponsor may perform additional audits as part of the Sponsor's financial monitoring responsibilities as the Sponsor deems necessary.

h. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to s. 218.39(8), F.S. The School shall ensure that the audit reports are in compliance with Chapters 10.800 and 10.850, Rules of the Auditor General, as applicable. In addition, the School shall ensure that the audit reports are in accordance with generally accepted accounting principles and generally accepted auditing standards. In no event shall the School utilize any special purpose statement; it being understood that an audit is required.

i. The School shall be responsible for timely filing the appropriate reports with the respective state and federal agencies (including but not limited to the requirements relating to "Transparency Florida" set forth in s. 215.985, F.S.).

j. The School shall comply with the same financial audits, FEFP procedures, and other program audit requirements of the Sponsor, except when deviations are necessary because of special programs of the School. The Sponsor or the FDOE at their own expense may conduct additional financial audits, and as to the Sponsor at reasonable times and in a manner that does not unreasonably disrupt operations of the School. Funding for any subsequent year or contract extension, if approved by the School Board, shall be contingent upon receipt of all audits by the Sponsor and/or its representatives in satisfactory form and content. As required by s. 1002.33(9)(j), F.S., the School shall provide Sponsor proof of its audit engagement as set forth in Attachment A and thereafter annually no later than the start of the succeeding school year.

- k. The School shall submit quarterly Project Disbursement Reports for each grant to the Sponsor, supported by appropriate documents, including copies of invoices, timesheets, receipts, etc., to determine that grant funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations. All grant recipients will also be subject to scheduled site visits to review records and observe operations.
- l. The School shall be responsible for any applicable Internal Revenue Service reporting, including but not limited to Form 990 if applicable. The School shall annually provide the Sponsor a complete copy of its Form 990 (including all schedules and attachments) within fifteen (15) days of filing with the IRS. Alternatively, if the IRS does not require the School to file the Form 990, then the School shall provide the Sponsor the IRS's written confirmation of the same.
- m. Pursuant to written opinions from FDOE, the School may transfer or loan its funds between charter schools within the same district and operated by the same nonprofit organization as the School; however, the School shall not transfer or loan its funds to any charter school out of county or out of state.
- n. With respect to any financial or other reports due from the School to the Sponsor, Sponsor shall work in good faith to update templates that are not currently structured for virtual charter schools so that they are structured for virtual charter schools. Until that is done, School shall not be held in default for misinformation provided because the templates provided to the School from Sponsor are not conducive to response by virtual charter schools. The foregoing understanding shall not be applicable to any forms prepared by and/or required by FDOE.
3. School's Fiscal year: The School's fiscal year shall be July 1 through June 30, to coincide with the Sponsor's fiscal year and each year of the term of this Contract.
4. The School has adopted a system of internal review procedures and established controls to ensure that financial resources are properly managed as set forth in Attachment K.
5. If the School's financial audit (conducted by a certified public accountant in accordance with s. 218.39, F.S.) reveals that one or more conditions in s. 218.503(1), F.S., 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 seven (7) business days after the finding is made. If the School is found to be in a state of financial emergency pursuant to s. 218.503(4), F.S., the School shall file a financial recovery plan pursuant to s. 218.503, F.S., with the Sponsor and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed. The School shall include the financial recovery plan and the status of its implementation in the Annual Report.
6. Pursuant to s. 1002.345, F.S., the Sponsor shall expedite its review of the School and shall notify the School within seven (7) business days if any one of the

following occurs: (a) The School fails to provide for an audit as required by s. 218.39, F.S.; (b) the School fails to comply with the reporting requirements pursuant to s. 1002.33(9), F.S.; (c) the annual audit identifies a “deteriorating financial condition” (meaning a circumstance that significantly impairs the ability of the School to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in s. 218.503(1), F.S.) pursuant to s. 218.39(5) or any of the monthly financial statements pursuant to s. 1002.33(9)(g), F.S. (and as set forth in Section V.E. herein); or (d) the Sponsor is notified pursuant to s. 218.503(2), F.S., that one or more of the conditions specified in s. 218.503(1), F.S., have occurred or will occur if action is not taken to assist the School. Thereafter the School's governing board shall provide to Sponsor its corrective action plan (the “Plan”) for the Sponsor's review, and thereafter file the Plan with the Commission of Education (or his designee at FDOE) within thirty (30) business days after the notification of any of these events is provided to the School. The School is solely responsible for the development and implementation of the Plan; it being understood that the School remains responsible for its operations. The Sponsor assumes no liability for its approval or disapproval of the Plan. If the Sponsor does not approve the School's Plan, then the Commission of Education shall determine the components of the Plan. In either event, the School's governing board shall thereafter implement the Plan, and shall include the Plan (and the status of its implementation) in the School's Annual Report. If the School's governing board fails to implement the Plan within one (1) year, then FDOE shall prescribe requirements for the School to comply with the state requirements, and thereafter the Chairman of the School's governing board shall appear annually before the State Board of Education for reporting.

As set forth in s. 1002.345(6), F.S., the Sponsor retains the right to not renew or terminate the Contract if the School fails to correct the deficiencies noted in the Plan or the Financial Plan, and nothing set forth herein shall be deemed to be any waiver of the Sponsor's right to terminate this Contract pursuant to the provisions of s. 1002.33(8), F.S.

F. Financial Management of School: The School shall adopt a description of clearly delineated responsibilities and the policies and practices needed to effectively manage the School.

G. In accordance with the provisions of s. 1002.33(9) F.S., the School agrees that it shall not levy taxes or issue bonds secured by tax revenues.

H. The School shall provide to the Sponsor in electronic form a copy of its internal audit procedure and a copy of the School's governance board meeting where its policies and procedures manual were approved.

I. Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEIA, Part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students at the School.

VI. FACILITIES

A. The School's proof of facility certification for any facility necessary to operate the virtual charter school shall be provided to the Sponsor as set forth in Attachment A and in accordance with the requirements of this Contract. If the School fails to provide and continuously maintain all appropriate certifications as needed for operation of the School as applicable to a virtual charter schools, then Sponsor may terminate or not renew this Contract as set forth in section I.D. above. The School shall make such facilities accessible to Sponsor for safety inspection purposes. Failure to maintain ownership, or a leasehold interest, as the case may be, for facilities to conduct the required testing and assessments (if the School does not utilize a Sponsor facility as set forth in Section VI.C. hereafter), or as otherwise required for the operation of the School, shall constitute a material default of this Contract and shall result in immediate termination according to the procedures set forth in section I.D.(4) above (or nonrenewal as the case may be). Further, the School agrees not to affix any religious symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

B. Compliance with Building and Zoning Requirements: For the facilities needed for testing and assessments as required in this Contract, and the School's administrative office(s), the School shall utilize facilities which comply with the State Uniform Building Code for Public Education Facilities Construction, not to include SREF, adopted pursuant to ss. 1013.37, 1013.371, 1013.372, F.S. or with applicable state minimum building codes pursuant to Chapter 553, F.S., and state minimum fire protection codes pursuant to Chapter 633, F.S. as adopted by the authority in whose jurisdiction the facility is located. Occupancy shall in no event exceed the legal capacity of the facility as stated in the certificate of occupancy as determined by the fire marshal, code enforcement officer, or such other officer of a jurisdictional agency.

C. Procedures for the Administration of Required State Assessments:

1. Identification of Students: Pursuant to s. 1002.45(6)(b), F.S., each student enrolled in the School must take State-required assessment tests. The School shall continuously maintain and immediately keep updated all student information in the Sponsor's student information systems to enable the Sponsor to determine the grades, home address, accommodations (if any), and types of State-required assessments to be taken by the School's students. The School is ultimately responsible for identifying the types of assessments each student takes and any accommodations and for cooperating with the Sponsor and providing the Sponsor information needed in sufficient time to schedule the appropriate assessments for the students. The School shall timely notify its students and student's parents of this information.

2. Facility: Pursuant to s. 1002.46(6)(b), F.S., the School may use a Sponsor facility and the technological infrastructure needed at the Sponsor's cost for taking State- required assessments. The School shall provide written notice to the Sponsor no later than September 1 of each school year whether the School requests to use Sponsor facilities for State-mandated tests/assessments for that particular school year or whether the School elects to use its own facility at its expense. If the School fails to

send timely written notice for any school year as provided herein, then the School is deemed to have elected to use its own testing facilities at its cost and the Sponsor shall be relieved of any obligation to provide a Sponsor testing facility.

The Sponsor has no obligation to provide Sponsor facilities or bear any costs for the School's administration of tests/assessments not required by the State.

The School is responsible for the costs of the face-to-face test administration to include any cost associated with administrating and proctoring the assessment to include stipends and travel cost for test administrators. The Sponsor bears the costs of testing as set forth in Attachment H.

If School uses its own facilities for State-required assessments (it being understood, however, that the School must use its own facilities for non-State mandated assessments), then the site of all facilities for testing must be in compliance with all State and Federal requirements including, but not limited to, all building and fire protection codes and zoning requirements. At least thirty (30) days before the use of the School-acquired facility, the School shall provide to the Sponsor all required facility approvals, including but not limited to the following:

- Submit proof of Property Insurance
- Certificate of Occupancy
- Florida fire code approval by local and district municipality
- Copy of Health Inspection report (if required)
- Physical description of educational facility
- Hurricane preparedness plan

The School shall notify the Sponsor of each facility's street address no later than thirty (30) days before the use of any such facility. The School's site(s) must be located in the county/counties of each student's residence or within forty (40) miles of the student's residence. The School will provide the Sponsor with a list of all sites for State-required and/or additional assessments no later than thirty (30) days prior to the date of each such event. The School shall provide the Sponsor with documentation regarding the School's property interest (owner or lessee) in the property and facility where the School will administer State-required and/or additional assessments. The School shall provide a deed, fully executed lease, or other documentation for all facilities at least thirty (30) calendar days before the date of the first assessments. The leasing or rental term for State-required and/or additional assessments shall be for at least the term of the testing window and pretesting requirements of the State and School for the assessments that will be required to be administered for its students. The School will allow the Sponsor to inspect the facilities at reasonable times to ensure compliance with all applicable requirements and contractual obligations. The Sponsor has no obligation, however, to inspect. At the facility, the School must timely ensure (at least five (5) business days in advance) that it is prepared to meet FDOE State-mandated computer-based testing requirements (i.e. computer setup, software installations, network bandwidth, and any other requirements). The School shall bear all costs associated with the provision of an appropriate facility and environment for testing; including, but not limited to, the facility being properly equipped with the technology to

administer secure online assessments and obtaining the required certifications from FDOE for such facility and technology infrastructure.

Any lack of compliance with the requirements of this Section, throughout the term of the Contract, shall be considered a material breach and good cause for termination of this Contract.

D. The School agrees to permit reasonable access to the facilities during normal business hours to the Sponsor to facilitate the Sponsor's monitoring of the School as required by s. 1002.33, F.S. The Sponsor agrees to provide reasonable prior notice to the School of the Sponsor's entry to the facilities (except in the event of an emergency, in which case no prior notice is required). The School agrees to make its records available for the Sponsor's review within forty-eight (48) hours notice.

E. If the School sends timely written notice to the Sponsor (no later than September 1 of each school year as set forth above) that the School will use the Sponsor's facilities per 1002.45(6)(b), F.S., then the Sponsor will provide the School's students with access to its testing facility(ies) for taking State-required assessment tests. The Sponsor, in its sole discretion, will determine the facility(ies) available to the School's students to take these tests and the hours and time of day the students will have access within the timeframes established by the State for such test administration and as further refined by the Sponsor's notification to the School of the testing windows available for the School's students. No later than thirty (30) days prior to the applicable State-mandated test, the School will certify in writing to the Sponsor the students taking the test and their residence address. Within fifteen (15) days after receipt from the School, the Sponsor shall send written notice to the School of the Sponsor facility, date, and testing window for each School student. The School is responsible for notifying its students of the location, date, and time for each student's State-mandated test administration. The School shall also provide a trained School proctor to each Sponsor location where ten (10) or more of the School's students are assigned for the test administration.

VII. TRANSPORTATION; FOOD SERVICE; HEALTH SERVICES

A. Transportation:

1. The School shall provide at its cost transportation for the School's students for taking tests and assessments, as well as accommodations and modifications for face-to-face encounters as set forth in any student's IEP or required by law, as set forth in this Contract, with such transportation being consistent with the requirements of Chapter 1006, Florida Statutes. Notwithstanding anything to the contrary in the School's Application, so long as the School's transportation plan submitted to the Sponsor each year as required in Attachment A complies with the requirements of law, then the School's changed transportation plan shall not require any additional amendments to the Contract. The School shall ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the School as determined in the School's transportation plan for state testing or other required school events. At the discretion of the School's governing body, transportation may be provided through private providers or parents who meet all

applicable State and Sponsor's safety and transportation standards with funds allocated to eligible students. The governing board of the School shall cause transportation be provided to students outside the "reasonable distance" area. Students residing within two (2) miles of the required attendance event (e.g., testing, or face-to-face encounters in any student's IEP or required by law) will be expected to provide their own transportation, except that certain students (as specified in Section 1006.21, F.S. (for example, students with disabilities and elementary grade students who are subject to specified hazardous walking conditions), must be provided transportation regardless of the distance. For or students who are geographically isolated, or who are unable to be transported on a school bus due to disabilities, the School will offer reimbursement to eligible parents residing within the District. This parental reimbursement shall be equivalent to the monies provided by the Sponsor to the School for transportation of the student. At the time of student application for enrollment, the School shall be responsible for informing parents of the transportation options available, including the reimbursement amount available in lieu of provided transportation to qualifying students.

2. If applicable, the School will provide the Sponsor the name of the private transportation provider and a copy of the signed transportation contract according to the schedule set forth in Attachment A.

3. The School shall at all times comply with all applicable federal, state and local laws governing transportation safety requirements. Failure to do so may result in immediate termination or nonrenewal of this Contract.

4. The School may not charge a fee for transportation to which the student is entitled pursuant to state law. The School shall reimburse parents for parent-provided transportation costs if the student is legally entitled to transportation.

5. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of a parent or guardian, the School will provide transportation for a homeless student.

6. The School shall timely notify its students and their parents/guardians of the facility where the testing or assessment will be conducted, including the location, date, time, and any transportation arrangements (including accommodations and modifications for face-to-face encounters as set forth in any student's IEP or required by law).

7. Any brochure, advertisement, and the School's website shall communicate that the School will provide transportation for the purposes and in accordance with the provisions set forth herein.

8. The School may provide transportation in accordance with the controlled open enrollment provisions set forth in s. 1002.31, F.S.

B. Food Service: To the extent not required by law, food service requirements are not applicable to the School. However, the School shall distribute Free and Reduced Price Meal application forms to students and shall certify student eligibility for such programs using required federal rules and procedures in order to ensure lack of equipment, technology and internet access is not a barrier to enrollment or participation in the School once enrolled.

VIII. INSURANCE AND INDEMNIFICATION.

A. Indemnification:

(1) The School shall indemnify, hold harmless, and defend the Sponsor, Board members, officers, employees, agents and volunteers or representatives against any claim, action, loss, damage, injury, (whether corporeal or mental) to persons, including death, or damage to property (and including reasonable attorneys' fees and costs incurred by Sponsor), arising out of or incidental to (i) the performance of this Contract or work performed hereunder, (ii) the School's breach of this Contract; (iii) failure of the School to pay suppliers, vendors, employees, agents, or contractors; **or** (iv) the School's non-compliance with law; ~~excluding only the sole negligence of the Sponsor~~. In any and all claims against the Sponsor, its Board members, employees, agents and representatives by any employee of the School or its subcontractor, anyone directly employed by any of them, indemnification under this Contract shall not be limited in any way by any limitation (except as may be limited by s. 768.28, F.S.) on the amount or type of damages, compensation or benefits payable by or for the School or any of its subcontractors under the Worker's Compensation Acts, Disability Benefits Acts or any other employee benefit act. The indemnification of the Sponsor shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise, and this indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this Contract or otherwise available to the School or its subcontractor.

(2) The School shall be liable for all damages, reasonable costs and attorneys' fees incurred by the Sponsor in any actions related to **the School's** violation of state and federal ~~statutes~~ **laws** related to the education of students with disabilities to the extent that the acts are attributable to the School.

(3) In addition, the School shall indemnify, defend and protect, and hold the Sponsor harmless against all claims and actions including attorneys' fees and costs, brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.

(4) The Sponsor shall not be liable for ~~civil~~ damages **or other losses or costs** ~~under state law~~ for personal injury, property damage, or death resulting from an act or omission of an officer, employees, agent, or governing body of the School. The Sponsor shall not be liable for ~~civil~~ damages **or other losses or costs** for any employment actions taken by an officer, employee, agent, or governing body of the School. The Sponsor's duties to monitor the School shall not constitute ~~the~~ basis for any private cause of action. Nothing in this Contract shall be deemed ~~to be~~ a waiver

of the School's (~~pursuant to s. 1002.33(12)(h), F.S.~~) or the Sponsor's sovereign immunity ~~pursuant to s. 768.28, F.S.~~, with respect to the claim of any third Party.

~~(5) — The Sponsor's indemnification of the School is governed by and limited to the provisions of s. 768.28, F.S.~~

~~(6) — For the purposes of tort liability, the charter school, including its governing body and employees of a charter school, shall be governed by s. 768.28, F.S.~~

(5) Notification of Third Party Claim, Demand, or Other Action: The School shall notify the Sponsor of the existence of any third Party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-Party claim"), however, the Sponsor shall at all times have the right to participate in such defense at its own expense. The School or the Sponsor shall make available to each other, at their reasonable expense, such information and assistance as each shall request in connection with the defense of a third-Party claim.

(6) The School's indemnity obligations in this Contract shall survive the expiration or termination of this Contract.

B. Insurance Requirements:

(1) Description of the School's Required Insurance. Without limiting any of the other obligations or liabilities of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified herein, the insurance shall commence at or prior to the execution of this Contract by Sponsor and shall be maintained in force throughout the term of this Agreement.

a. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the School shall conform to the requirements set forth herein.

i. The School's insurance shall cover the School (and to the extent its Subcontractors and 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 Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

ii. The policy must be endorsed to waive the insurer's right to subrogate against the Sponsor, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with Sponsor, and its members, officials, officers and employees scheduled thereon.

iii. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

b. Commercial General Liability. The Commercial General Liability insurance provided by the School shall conform to the requirements hereinafter set forth:

i. The School's insurance shall cover those sources of liability which 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 (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the services contemplated under this Contract. The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation,

Sexual abuse or Sexual misconduct. The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

ii. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 \$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

iii. The School shall include the Sponsor and the Sponsor's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the Sponsor and the Sponsor's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

iv. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Contract, the 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 shall be subject to a maximum deductible of \$1,500 per occurrence (note: the deductible must be shown in the School's financial statements as being available and supported by the School's net worth; if not, then the deductible must be reduced to an amount supported by the School's finances). The School shall pay on behalf of the Sponsor or the Sponsor's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against Sponsor or the Sponsor's member, official, officer or employee for which the Sponsor or the Sponsor's member, official, officer or employee is insured as an additional insured.

c. Business Auto Liability. The automobile liability insurance provided by the School shall conform to the requirements hereinafter set forth:

i. 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 Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Contract.

ii. The Sponsor and the Sponsor's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the Sponsor and the Sponsor's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

iii. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

d. School Leader's Errors and Omissions Liability. The school leader's errors and omissions liability insurance provided by the School shall conform to the requirements hereinafter set forth:

i. The school leader's errors and omissions liability insurance shall be on a form acceptable to the Sponsor and shall apply to those claims which arise out of services performed by or on behalf of the School pursuant to this Contract which are first reported to the School within four years after the expiration or termination of this Contract.

ii. If the insurance maintained by the School also applies to services other than services under this Contract, the minimum limits of insurance maintained by the School shall be \$1,000,000 per claim/annual aggregate. If the insurance maintained by the School applies exclusively to the services under this Contract, the minimum limits of insurance maintained by the School shall be \$1,000,000 per claim/annual aggregate.

iii. Except as otherwise specifically authorized in this Contract, the insurance may be subject to a deductible not to exceed \$15,000 per claim (note: the deductible must be shown in the School's financial statements as being available and supported by the School's net worth; if not, then the deductible must be reduced to an amount supported by the School's finances).

iv. The School shall maintain the school leader's errors and omissions liability insurance until the end of the term of this Contract. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Contract which are reported to the School or the insurer within four years after the expiration or termination of this Contract.

e. Property/Contents:

i. Structure Requirements: If the School is the owner and/or has a mortgage on the school site location, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for the "Building" which is to include the structure as described in this Contract, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

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

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

f. Fidelity Bonds or Crime Insurance: The School shall assure that the administrators of the School and each and every person who is responsible in any manner for handling or expending School funds or property shall be adequately bonded at all times or have adequate crime insurance covering this. The bond or insurance shall be with a surety or insurance company authorized to do business in Florida and shall be in the amount of no less than \$100,000 for each person performing the duties of chief administrative officer, chief executive officer, chief financial officer, president, headmaster, principal or director of the School and for each member of School's governing body and person employed by the School or its governing body who has authority to make purchases or contract for services exceeding \$3,000.00. The bond or insurance shall be conditioned upon the proper safeguarding of all monies or property for which the person has supervision, custody or control.

2. Evidence of Insurance. Except as may be otherwise expressly specified herein, the insurance shall commence at or prior to the execution of this Contract by the Sponsor and shall be maintained in force throughout the term of this Contract. The School shall provide evidence of such insurance in the following manner:

a. As evidence of compliance with the required Workers' Compensation/ Employer's Liability, Commercial General Liability, Business Auto Liability, and School Leader's

Errors and Omissions Liability, the School shall furnish Sponsor with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to Sponsor, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the Sponsor, identify this Contract, and provide that Sponsor shall be given no less than thirty (30) days' written notice prior to cancellation.

b. As evidence of the required Additional Insured status for Sponsor on the Commercial General Liability insurance, the School shall furnish Sponsor with:

i. a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of Sponsor and the Sponsor's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

ii. the original of the policy(ies).

c. Until such time as the insurance is no longer required to be maintained by the School as set forth in this Contract, the School shall provide Sponsor with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

d. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to Sponsor, if requested by Sponsor, the School shall, within thirty (30) days after receipt of a written request from Sponsor, provide Sponsor with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The School may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Contract.

3. Qualification of the School's Insurers

a. Insurers providing the insurance required by this Contract for the School must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

b. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

c. If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as

soon as the School has knowledge of any such failure, the School shall immediately notify Sponsor and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the School has replaced the unacceptable insurer with an insurer acceptable to Sponsor, the School shall be in default of this Contract.

4. The School's Insurance Primary and Non-Contributory. The insurance provided by the School pursuant to this Contract shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Sponsor or the Sponsor's member, official, officer or employee.

5. The School's Insurance As Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the School, or its subcontractors or sub-subcontractors, employees or agents to Sponsor or others. Any remedy provided to Sponsor or the Sponsor's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

6. The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance as required by this Contract.

7. No Waiver by Sponsor Approval/Disapproval. Neither approval by Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Contract.

8. Provisions for Cure and Default upon Non-Compliance: If the School fails to provide to Sponsor evidence of insurance required by this section after two (2) business days written notice from Sponsor, then the School shall be in material breach of this Contract. Further, any failure by the School to continuously maintain the insurance as required herein (it being understood that there shall be no lapse of coverage) shall be a material breach of this Contract. In any event, the School's failure to comply with this section will constitute cause for non-renewal, or immediate termination of this Contract pursuant to section I.D.(4) above.

IX. GOVERNANCE

As set forth in s. 1002.33(6)(f), F.S., the School shall continuously maintain the required training of the School's required participants in compliance with statutory requirements.

The School represents and continuously warrants to the Sponsor that it has and will comply with all applicable laws and regulations for the School's status as a private employer as set forth in s. 1002.33(12)(i), F.S. The School covenants that there is no pending action, suit or proceeding at law or in equity to which the School is a Party, before or by any court, government agency, public board or body, or to the best of the School's knowledge after reasonable inquiry, any inquiry or investigation, or threatened action against or affecting the School, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the School's status as a private employer. Should the School's status as a private employer change or is threatened to be changed as covenanted herein, the School shall within ten (10) days notify in writing the Sponsor. In such an event, the School shall agree to amend this contract to reflect the

new employer status. Failure to notify the Sponsor of the change or threatened change in the School's employer status will constitute good cause pursuant to section I.D herein.

The School has applied for, and received a determination from, the Internal Revenue Service, as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. The School shall not permit its tax exempt status to be revoked or lapsed, and the School shall at all times be a Florida non-profit corporation in good standing. Failure to comply with this section will constitute good cause for termination or nonrenewal pursuant to section I.D herein.

The School specifically acknowledges and shall comply with the provisions of Chapter 119, F.S., relating to Public Records and s. 286.011, F.S., relating to public meetings. The undersigned Parties, by their signatures below, acknowledge they have obtained a copy of the *Government in the Sunshine Manual* prepared by the Office of the Attorney General and published by First Amendment Foundation, and will familiarize themselves of the applicable law and implement the same. The School agrees to provide a calendar of regularly scheduled board meetings to the parents and Sponsor, and otherwise notify the parents in advance by letter or otherwise of the regular meetings and any special meetings. The School agrees to notify parents that it is a charter school (either by some indication on its stationary, or by separate letter). The School agrees to notify parents in writing of its current accreditation status (whether the application is pending or accreditation is received), and shall also provide notice of changes to its accreditation.

PUBLIC RECORDS NOTICE: School is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Contract. Accordingly, in addition to all other Public Records obligations, School shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Contract which come within the definition of a "public record" under Chapter 119.
- b. Provide to the School Board, upon its request and free of charge, a copy of each record which School seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Contract, transfer to the School Board, at no cost, all Contract Data in the School's possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the School Board must be provided in a format that is compatible with the Board's information technology systems.

School's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Contract, which may result in immediate termination by the Board without penalty to the Board.

IF SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE SCHOOL SHALL CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

As set forth in s. 1002.33(9)(p)2., F.S., the School's governing board must appoint a representative (the "School Appointed Representative") to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes for the School. The School Appointed Representative must reside in ~~Duval County, Florida~~ **Clay County, Florida**, and may be a governing board member, School employee, or under contract to represent the School's governing board. The School Appointed Representative's contact information must be provided annually in writing to parents and posted prominently on the School's website. Notwithstanding the foregoing, parents of students at the School shall have access through the School to the officers and directors in order to be able to reach them if they have concerns or questions about the School.

The School shall notify the Sponsor of the members of the School's governing board each year not later than the annual date set forth in Attachment A.

The School's governing board members shall be able to demonstrate financial competence and adequate professional experience. The School's governing board shall exercise continuing oversight over the School's operations. The School shall promptly submit to the Sponsor all School governance documents as the same are created (or should be created according to the requirements of the law) from time to time (including, but not limited to, minutes of meetings, resolutions, and consents to action). The documents shall be provided within 30 days of the meeting. In the event the School's governing Board has not approved the minutes prior to the date the minutes are due to the Sponsor, the School shall submit the draft minutes by the deadline, and shall thereafter promptly submit to the Sponsor the approved minutes when signed/approved. The School acknowledges that all such documents and corporate records are public records.

Any changes to the School's governance documents or its key employees, officers and directors shall be provided to the Sponsor within 10 business days of when the change becomes effective. If the Sponsor reasonably and in good faith determines such action is a materially adverse change, then the Sponsor shall notify the School in writing

specifying the matter and providing the School an opportunity to cure within a reasonable time frame set forth in the notice.

The **School's** officers, directors, and shareholders shall be fingerprinted at the District and at the School's expense in a manner similar to that provided in s. 1012.32, F.S. When allowed, the Sponsor shall verify and utilize the results of background screenings pursuant to s. 1012.467, F.S. Failure to comply with this section will constitute **good** cause for immediate termination pursuant to ~~section I.D.(4) above~~ or nonrenewal (as the case may be).

The School will submit and execute an FDOE Governance Training plan that includes government in the sunshine, conflicts of interest, ethics, and financial responsibility as required by s. 1002.33(9)(j), F.S., and the School shall notify the Sponsor with evidence of completion of governance training as set forth in Attachment A.

~~As set forth in s. 1002.33(25), F.S., e~~Each member of the governing board of the School is subject to s. 112.3144, F.S., which relates to the disclosure of financial interests, and each member of the governing board of the School is subject to s. 112.313(2),(3),(7), and (12), F.S., and s. 112.3143(3), F.S. No member of the governing board of the School will receive **any** financial benefit from the School's operations including, without limitation, the receipt of any grant funds. A violation of this provision shall constitute a material breach of ~~the Agreement~~ **this contract**. All governing board members **of the school** shall comply with Sections 112.313(2), (3), (7) and (12), ~~and~~ 112.3143, F.S., and other applicable portion of the Code of Ethics for Public Officers and Employees. The **chair of the School's** governing board ~~chair~~ shall ~~on July 1~~ annually provide **on July 1** to the Sponsor a statement confirming that:

- (1) No board member acting in his/her private capacity shall sell services directly or indirectly to the School;
- (2) A prohibited conflict of interest would exist if the spouse, parent, child, stepchild, sibling, or employee of any board member were a member of the governing board; and
- (3) An employee of the School or of the management company operating the School shall not be a member of the governing board.

As set forth in s. 1002.33(9)(p)3., F.S., the **School's** Board of Directors shall conduct at least two (2) public board meetings per school year within ~~Duval County~~ **Clay County**, and the School Appointed Representative and the School's principal or director (or his/her equivalent) must be physically present at each Board meeting in order to be accessible to the public, parents, students, and staff. ~~The Board of Directors and the School~~ **School and its Board** shall comply with s. 286.011, F.S. (relating to right of access to governmental proceedings and posting of notices of meetings) and s. 1002.33(d)2., F.S., which requires the meetings be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. Members of the School's governing board may attend in person or by means of communication media technology used in

accordance with rules adopted ~~by the Administration Commission~~ pursuant to s. 120.54(5), F.S.

The School shall operate in accordance with this Contract and shall comply with all applicable federal, state, and local laws, rules, and regulations, including those provisions of the Florida School Education Code pertaining to civil rights and student health, safety, and welfare, and as otherwise required by s. 1002.33, F.S. The Sponsor reserves the right to require the School to adhere to any additional requirements mandated by the FDOE or other jurisdictional entity for charter schools.

The School may establish a School Advisory Council per state law.

The Governing Board of the School shall be responsible for all fiduciary, legal and regulatory compliance issues and shall perform all duties set forth in the School's approved Application and set forth in this Charter Contract. The following are duties and responsibilities of the Governing Board:

- (1) annually adopt and maintain an operating budget and submit its approved budget to the Sponsor by July 1 of each year along with a copy of the minutes of the meeting showing approval of the budget by the Governing Board;
- (2) retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the Governing Board;
- (3) review and approve the audit report, including audit findings and recommendations for the financial recovery plan;
- (4) monitor a financial recovery plan in order to ensure compliance, if applicable;
- (5) establish, define, refine and oversee the School's educational philosophy, operational policies and procedures, academic accountability procedures, and financial accountability procedures and ensure that the School's student performance standards are met or exceeded;
- (6) report its progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports, in accordance with Section 1002.33(9)(k), F.S.;
- (7) make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)18, F.S.;
- (8) adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)3, F.S.;
- (9) make all required financial disclosure if the school is operated by a municipal corporation or other public entity under Section 112.3144, F.S.;
- (10) comply with the standards of conduct set out in Sections 112.313(2), (3), (7), and

(12), and 112.3143(3), F.S.;

(11) avoid all conflicts of interest, including, but not limited to, being employed by, owning, or serving on the Governing Board of any entity which contracts with the School;

(12) demonstrate financial competence and adequate professional experience;

(13) recommend student expulsions to the Sponsor; and

(14) determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School.

X. MANAGEMENT COMPANY AND/OR EDUCATION SERVICE PROVIDER

A. If a management company and/or **ESP Education Service Provider** (collectively, the “ESP”) will be operating the School, the contract between the ESP and the governing body of the School shall be submitted to ~~the~~ **its** Sponsor prior to the approval of ~~the School's~~ **this** Contract.

B. Terms of the ESP contract shall specifically require strict compliance with this Contract and amendments thereto, and with all applicable laws, ordinances, rules and regulations. The ESP contract must allow the School the ability to terminate the contract with the management company (but cannot terminate the contract with K12 as the FDOE approved virtual provider) and shall clearly state the fee and/or consideration to be paid to the ESP and how it is calculated. Employees of the ESP and family members of employees of management companies may not sit on the School’s governing board or serve as officers of the School. For the purposes of this section, “family members” shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law. If the School desires to contract with an ESP subsequent to the execution of this Contract, the proposed contract between the ESP and the School shall be submitted to the Sponsor for review prior to its execution by the School.

C. All amendments to the contract between the ESP and the governing body of the School shall be submitted to the Sponsor within five (5) days of execution.

D. If the ESP contract is terminated, all property owned by the School will remain as property of the School’s governing board.

E. No employee or staff member of the ESP shall become a member of the School’s governing board.

F. The School leader will be evaluated by the School’s governing board, and shall be employed by either the School or by the ESP.

G. The contract between the ESP and the governing body of the School shall ensure that an “arms-length,” performance-based relationship exists between the governing board and the ESP.

H. The contract between the ESP and the School shall require the ESP to provide to the School, for the School’s timely submittal to the Sponsor, the monthly financial statements in form

and content set forth in section V.E.(2)a. above, in order to report to the Sponsor the expenditures the ESP makes on behalf of the School to perform the ESP contracted services.

I. The contract between the School and the ESP shall require that the ESP disclose to the School and the Sponsor, any affiliations with individuals or entities (e.g. lessors, vendors, consultants, etc.) doing business with the School.

J. Any default or breach of the terms of this Contract **caused** by the ESP shall constitute a default or breach under the terms of the Contract between the School and Sponsor. It is recognized that in accordance with the responsibility of the School, contracts with any ESP must not usurp the authority of the **the school's** governing board. The Sponsor will look to the governing board directly for accountability.

K. Any changes to the ESP used by the School or any contract amendment between the School and the ESP that results in a material change shall require a duly executed amendment between the Parties unless the following shall apply: (a) if the change is a new third Party, then no amendment shall be required if the new contract complies with the provisions set forth herein and the School provides reasonably satisfactory evidence to the Sponsor that the new ESP has the same or better experience and the same or better financial position than the former ESP; and (b) if the change is a material amendment to the existing ESP agreement, if such change does not deviate from the provisions set forth in this Contract or other requirements of law.

L. Any changes to the Virtual Provider Contract (including any change to the company providing the virtual education services) shall require the prior review and approval of the Sponsor and will be approved only if Sponsor duly approves an amendment to this Contract.

XI. HUMAN RESOURCES

A. The School shall hire employees according to the written strategies regarding the School's recruiting, hiring, training and retaining qualified staff to achieve the best value as provided in Appendix 1. The School shall notify the Sponsor within a reasonable time period, but in no event less than twenty (20) days of any staffing change. including the certification set forth in Section XI.L. and XI.M. below).

B. The School agrees to adhere to a policy of non-discrimination in educational programs, activities, and employment, will provide equal access and opportunity to all, and will diligently, continuously, and actively provide equal opportunity for all students and employees as required by Federal, state, and local rules and laws as applicable. If the School elects to not adopt and implement the Sponsor's School Board Policies ~~set forth in its Policy Manual (or successor policies or designations of Sponsor concerning its unitary status policies~~ that prohibit harassment and/or discrimination against a student or employee on the basis of race, sex, age, religion, marital status, disability, creed or national origin, and any other policies of the Sponsor adopted from time to time), then the School shall adopt and implement its policies to comply with **federal and state** law. Prior to the School's implementation of its policies, the School shall notify the Sponsor in writing of its policies. For the initial implementation of this Contract, the School's policies are set forth in Attachment E. If the Sponsor or a court or another governmental entity with appropriate jurisdiction finds the School's policies violate law, then the Sponsor shall provide written notice to the School specifying the violation and the School shall have ten (10) business days upon receipt of such

written notice to cure the violation. If the School fails to cure the violation during this time, then the Sponsor may declare an event of default and proceed with the remedies available to it set forth in this Contract and as available at law. If the violation is not capable of being cured within ten (10) business days, then it shall not be a default of this section if the School notifies the Sponsor and commences the cure within said ten (10) business day period and then the School thereafter diligently and continuously pursues the completion of the cure within thirty (30) days of the Sponsor's initial notice to the School. Compliance with non-discrimination laws include but are not limited to:

- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, religion or national origin (42 U.S.C. s. 2000d);
- (2) Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin (42 U.S.C. 2000e);
- (3) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of gender (20 U.S.C. 1681 et seq.);
- (4) Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination the basis of age with respect to individuals who are at least 40 years of age (20 U.S.C. s. 621 et seq.);
- (5) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against the disabled (29 U.S.C. s. 794);
- (6) The Americans with Disabilities Act of 1990 (ADA), as amended, which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications (42 U.S.C. ss. 12101, 12131);
- (7) The Family and Medical Leave Act of 1993 (FMLA), as amended, which requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons (29 U.S.C. s. 2601 et seq.);
- (8) The Florida Educational Equity Act, as amended, which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap (s. 1000.05, F.S.);
- (9) The Florida Civil Rights Act of 1992, as amended, which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status of all individuals within the State (s. 760.01 et seq., F.S.);
- (10) Public Law 93-508 (Federal Law) and s. 295.07, F.S., as amended, which provide categorical preferences for employment and re-employment rights to veterans.

C. It shall be the duty of the School to ensure that the School is operated in a nonsectarian manner in all aspects of its programs, admission policies, employment practices and operations

in compliance with s. 1002.33, F.S. In all of these areas, the School must operate in a secular manner in accordance with the requirements of the law. It shall not be the duty of the Sponsor to routinely monitor and ensure compliance with this provision. Any conduct or activity of the School not consistent with this provision shall constitute a material breach of this Contract. Upon request by the School, the Sponsor will provide the United States Department of Education guidelines regarding nonsectarian operations.

D. The School shall strive for diversity in its staff.

E. The teachers employed by the School shall be certified or certifiable as required by s. 1012.56, F.S. and meet the U. S. Department of Education's "highly qualified" requirements as applicable. The School shall provide to the Sponsor a report containing the certificate number, expiration date of certificate, and employment demographics not later than September 15th of each year. If the prospective teacher has promptly and timely submitted documents for certification to the Sponsor, the prospective teacher shall be allowed to teach on a probationary status until such time that the documentation for certification has been processed and validity has been determined by the Sponsor. If applicable, teachers of "dual enrollment" courses must be qualified to teach according to the School's (college) standards. All teachers must hold a valid Florida teaching certificate, and if the teacher does not hold a valid Florida teaching certificate, then the teacher may be eligible if the Sponsor determines that the teacher will be eligible to receive a Florida teaching certificate according to the Sponsor's guidelines. If the School accepts Title I funds, the School must ensure that its teachers meet the certification requirements required for receipt of such funds, such as all teachers of core academic subjects must hold a four (4) year college degree, attain status of "highly qualified" and demonstrate competence in the subject area in which they teach before entering the classroom.

F. The School may employ or contract with skilled selected non-certified personnel to assist instructional staff members as paraprofessionals in the same manner as defined in ss. 1012.37, 1012.55 F.S., and as provided by State Board of Education rule for charter school governing boards. In the event this contract is renewed for another school year, then non-certified personnel may provide "instructional services" to the extent permitted by law. If the School accepts Title I funds, all paraprofessionals with instructional support duties must complete at least two years of study at an institution of higher education, possess at least an associate's degree, or demonstrate subject matter competence on a formal state or local assessment, at the time of hire.

G. The School shall not knowingly employ an individual to provide instructional services if the individual's certificate or licensure as an educator is suspended or revoked by this or any other state, as per s. 1012.55, F.S. ~~A charter school may not~~ **Further, the school shall not** knowingly employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety. The School shall promptly submit **written notice** to the Sponsor (and shall continuously submit updates) of such employees.

H. The School shall disclose to the Sponsor the qualifications of its teachers, and submit its incentive plan to retain quality staff throughout the school year (i.e. pay for performance) as required in Attachment A. The School shall notify parents in writing regarding the teachers teaching out-of-field, pursuant to s. 1012.42(2), F.S.

I. The School shall fingerprint all employees, as required by s. 1012.32, F.S. at the Sponsor's offices or at an approved fingerprint service/business. If the School elects to have staff fingerprinted outside of the Sponsor's office, the Sponsor will provide the School with the Sponsor ORI number to ensure that the Sponsor is the agency that fingerprint information is released to (with the related requirement that any arrest after the screening is completed is also subsequently reported to the Sponsor as if the employee had original screened at the Sponsor's offices). The cost of fingerprinting staff will be the responsibility of the School, and the School shall submit such employees to drug testing as determined by the School. The School shall not hire and utilize staff to work with School students prior to the Sponsor's receipt and review of the fingerprinting and level 2 background screening results of the School's applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigation. Potential School employees shall submit official court disposition for criminal offenses of moral turpitude listed as part of their fingerprint results. The School shall not hire applicants whose fingerprint check and level 2 screening results reveal non-compliance with standard of good moral character. Failure to comply with this section will constitute good cause for termination pursuant to section I.D. above or nonrenewal of this Contract.

J. The School shall implement policies, ~~for the~~ practices, and procedures for hiring ~~and~~ dismissal, qualifications, salaries, contracts, and benefit packages of teachers and staff. The School shall implement policies for targeted staff size, the staffing plan, and the projected student-teacher ratio that ~~compliant~~ **complies** with the provisions of section IV.B. above.

K. The School shall comply with the requirements for charter schools set forth in the Ethics in Education Act codified in Chapter 2008-108, Laws of Florida.

L. As required by s. 1002.33(7)(a)18., F.S., the School shall provide full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority. For purposes of this subsection, the term "relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister. The School's Board Chair~~man~~ and principal shall submit a certification under oath to the Sponsor that the School is complying with this statutory requirement. Said certification for the personnel is due on September 15 of each school year, and thereafter shall be due for any changed personnel reported to Sponsor pursuant to section XI.A. above.

M. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced, in or to a position in the charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. The School's Board Chair~~man~~ and principal shall submit

a certification under oath to the Sponsor that the School is complying with this statutory requirement. Said certification for the personnel is due on September 15 of each school year, and thereafter shall be due for any changed personnel reported to Sponsor pursuant to section XI.A. above.

N. ~~The Sponsor's training of the School's employees shall be as set forth in Attachment H.~~ The School will receive its proportionate share of Title IIA funds and will not be entitled to participate in District sponsored professional development activities except for activities otherwise noted in this Contract or as required by statute.

O. As set forth in s. 1002.33(16)(b), F.S., the School shall comply with the requirements set forth in ss. 1012.22(1)(c) (relating to compensation and salary schedules), 1012.33(5) (relating to workforce reductions), 1012.335 (relating to contracts with instructional personnel hired on or after July 1, 2011), and 1012.34 (relating to the substantive requirements for performance evaluations for instructional personnel and school administrators, including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness). The School's governing board shall designate at least one administrative person to be responsible for the duties set forth in s. 1002.33(16)(c), F.S.

P. The School will provide the services of a full-time Administrator/Principal for the School during hours that students are participating at the School except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations.

Q. In an effort to exhibit fiscal responsibility with public funds, the School agrees to comply with the provisions of s. 215.425(4), F.S., with respect to the employment contracts of its employees and to require the same provisions be followed by any ESP in regard to the employment of teachers, direct support personnel, and the head of school..

R. The School shall require all instructional employees who hold Department of Education teaching certificates to self-report within 48 hours to appropriate authorities any arrest and final dispositions of such arrest other than minor traffic violations.

S. School employees shall have the option to bargain collectively.

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

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

V. The School shall maintain personnel files for all persons employed by the School. Such files shall be maintained by the School so that they can be readily accessible in ~~Duval County, Florida~~ **Clay County, Florida** upon reasonable notice and shall be open to public inspection as provided by law. All School employees will be evaluated by the School.

W. The School shall use substitute teachers as needed to deliver instruction.

X. The Governing Board of the School has adopted an Employee Handbook as set forth in Attachment J, as attached hereto and incorporated herein by this reference. Any amendments to the Employee Handbook shall be delivered to the Sponsor within fifteen (15) days after adoption.

Y. The School shall submit to the Sponsor monthly reports certifying under oath the teacher of record for enrolled students. The School shall submit to the Sponsor under oath the final grade for each course for enrolled students and EOC exam results as applicable for purposes of certifying FTE.

Z. The School shall promptly undertake a preliminary investigation of any complaint against a School employee to determine whether there is probable cause to proceed further. The School shall provide to the Sponsor a copy of each complaint against any employee and shall provide to the Sponsor a copy of the report of the preliminary investigation of such complaint within three (3) business days of completion of the preliminary investigation. As required by Section 1012.796, F.S.:

(1) If allegations against a School employee who is certified under Section 1012.56, Florida Statutes, and who is employed in an educator-certified position show that a violation occurred as provided in Section 1012.795, F.S., and defined by rule of the State Board of Education, the School shall file in writing with the FDOE a legally sufficient complaint and shall provide a copy to the Sponsor. Such filing shall be made within 30 days after the date on which the subject matter of the complaint came to the attention of the School. The School shall include with its filing all known information relating to the complaint.

(2) If the misconduct alleged in the complaint affects the health, safety, or welfare of a student, the School shall take such steps as necessary to remove the employee from direct contact with students pending completion of proceedings before the FDOE.

XII. REQUIRED REPORTS/DOCUMENTS

A. Annual Report: The School shall make annual progress reports to the Sponsor (the "Annual Reports") as required by s. 1002.33, F.S. and this Contract using the Sponsor's template in accordance with the Sponsor's timeline for submission. The School shall also comply with any FDOE reporting requirements, and send a copy of any such reports to the Sponsor concurrent with the School's transmittal to the FDOE. The Annual Report shall contain at least the following information:

(1) The School's progress towards achieving the goals outlined in s. 1002.33, F.S., and this Contract, and as required by law;

(2) The information required in the annual school reports and the state's educational accountability system pursuant to s. 1008.31 and s. 1008.345, F.S.;

(3) Reports on student achievement that link baseline student data to the performance objectives contained in this Contract. The data shall identify any reasons for any differences between the projections in the Contract and actual student performance;

(4) Audited financial records of the School, including revenue and expenditure information that is sufficiently detailed to permit the Sponsor to analyze the School's ability to meet its financial obligations and to repay its debts in a timely manner;

(5) Salary and benefit levels of the School's employees, the proportion of the School's instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel who are teaching in-field and out-of-field; and,

(6) Documentation on School facilities currently in use, facilities that are planned for instructional purposes, administrative functions, and investment purposes.

B. Website. Pursuant to s. 1002.33(9)(p), F.S., the School shall maintain a website that enables the public to obtain information regarding the School; the School's academic performance; the names of the governing board members; the programs at the School; any management companies, service providers, or education management corporations associated with the School; the School's annual budget and its annual independent fiscal audit; the School's grade pursuant to s. 1008.34, F.S.; and, on a quarterly basis, the minutes of governing board meetings. Pursuant to s. 1002.31, F.S., the School shall set forth on its website the School's current capacity determinations, and shall post the School's application process required to participate in the School's controlled open enrollment process required by state law.

C. Miscellaneous. This Contract sets forth numerous reports to be provided by the School to the Sponsor. The School shall submit all required reports and documents as specified by type and date in Attachments A – K, and Appendix 1 and 2, attached and incorporated herein. Such deliverables, and review and approval by the Sponsor are required to be performed for each school year, it being understood that the School's failure to timely comply shall be an event of default. Approval of any matters set forth in Attachments A – K or Appendix 1 or 2, or in the Contract shall not be deemed to be the Sponsor's guaranty as to the suitability or legal sufficiency of the matter so approved. The School shall notify the Sponsor within ten (10) business days of any change to any of the required deliverables in Attachments A – K and Appendix 1 and 2 throughout the term of this Contract for the Sponsor's reasonable approval.

D. Unless otherwise exempted by federal or state law, the School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and FDOE. The School shall be afforded a reasonable opportunity to cure. Failure to comply with this provision may be considered good cause for termination or non-renewal of this Contract.

XIII. MISCELLANEOUS PROVISIONS

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

B. Notice of Claims: See section VIII.A. above and section XIII.L. below.

C. Drug Free Workplace: The School warrants that it is a Drug-Free Work Place and shall attach either its applicable policy or adopted and/or amended Sponsor's plan as Attachment I.

D. Entire Agreement: This Contract, together with s. 1002.33, F.S., shall constitute the full, entire and complete agreement between the Parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Contract. This Contract may be altered, changed, added to, deleted from or modified only through the mutual consent of the Parties, which shall comply with s. 1002.33, F.S., and as executed and delivered by the Parties with the same formalities herein.

E. Non-Assignment: The Parties shall not assign their rights under this Contract without the prior written consent of the other Party; however, due to the nature of the services and duties to be provided by the School, the Sponsor may withhold its consent to any assignment in its sole and absolute discretion. Corporate mergers and consolidations are expressly included in the definition of "assignment" herein. The School may, without the consent of the Sponsor, enter into contracts for services with an individual or duly formed business entity so long as the School remains ultimately responsible for said services as set forth in this Contract. The School shall not assign nor pledge its future receivables under this Contract.

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

G. Default Including Opportunity to Cure: In the event of an uncured default by the School, the Sponsor may take any and all actions permitted by law and/or in this Contract so long as such default is continuing and remains uncured.

H. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Contract.

I. Severability: If any provision or any part of this Contract is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract and all such provisions shall remain in full force and effect.

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

K. Choice of Law: This Contract is made and entered into in the State of Florida and shall be interpreted according to the ~~laws of that state~~ **Florida law**. If any provision of this Contract is inconsistent with any Attachment or Appendix, the provisions of this Contract shall prevail.

Venue for any action arising under this Contract shall lie exclusively in the courts of ~~Duval~~ Clay County, Florida, unless specified otherwise in s. 1002.33, F.S.

L. Notice: Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other Party at its address hereinafter provided or such other address as either Party may designate by notice from time to time in accordance herewith:

For the School: Northeast Florida Virtual Charter School Board, Inc.
Attn: Chairman and President
2754 Eastwind Drive
Fernandina Beach, FL 32034

With copy to: FLCCA@ ~~Duval~~ Clay
Attn: Head of School
9143 Philips Highway
Suite 590
Jacksonville, FL 32256

For the Sponsor: ~~The School Board of Duval County, Florida~~
~~Attn: Superintendent of Schools~~
~~1701 Prudential Drive~~
~~Jacksonville, FL 32207~~
Clay County District Schools
Attn: Superintendent of Schools
900 Walnut Street
Green Cove Springs, Florida 32043

With copy to: ~~Charter School Supervisor~~
~~1701 Prudential Drive~~
~~Jacksonville, Florida 32207~~
Director of School Choice and Charter
800 Walnut Street
Green Cove Springs, Florida 32043

Notwithstanding the foregoing, the Parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the Sponsor's School Choice Office (or such department as determined from time to time) and the School, which representatives shall be designated by the Parties, in writing, promptly upon commencement of the Contract.

M. Authority: The School has taken all necessary corporate action and the undersigned are duly authorized to execute and deliver this Contract on behalf of the School such that the provisions hereof are valid, binding, and enforceable in accordance with their terms. The Sponsor is authorized to enter into this Contract by s. 1002.33(1), F.S. and by the Board at a duly called public hearing and approval of this Contract.

N. If a conflict arises out of terms, construction, rights of obligations contained in this Contract (but excluding any termination or non-renewal of this Contract) and the provisions of this Contract or s. 1002.33, F.S., do not otherwise control, then either the Sponsor or the School may commence the following dispute resolution procedure:

O. In the event of a conflict between the School and the Sponsor, and so long as each Party is not in default of the Contract, the Parties may meet in an attempt to resolve the conflict. If the Parties cannot reach a negotiated settlement of the conflict, then the Parties may submit to binding or non-binding arbitration or mediation, or to any procedures set forth in s. 1002.33, F.S., for resolution of the conflict. Notwithstanding the foregoing, however, this section shall not be applicable under any circumstances to situations concerning an event of default, non-renewal, or the termination of the **this** Contract.

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

Q. Time of the essence: Time is of the essence in the **this** Contract. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

R. The School's approved and conformed Application to operate as a charter school is incorporated herein by reference as if set forth in full. Any provision of the Application that is inconsistent with or contrary to this Contract shall be reformed or construed in such a way as to resolve such conflict; in all instances, the language of this Contract shall control, and the language of the Application shall be subordinate.

S. Each and all of the covenants, terms, provisions and charter shall be binding upon the inure to the benefit of the Parties hereto and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in the charter.

T. The Parties acknowledge that each has been represented by legal counsel in connection with the negotiation and execution of this Contract and each is satisfied with the legal representation it received. Therefore, this Contract shall not be construed more favorably or unfavorably against any Party.

U. It is understood and agreed that nothing contained in the Contract shall be deemed or construed as creating a partnership or joint venture between the Sponsor and the School or any other Party, or cause either Party to be responsible in any way for the debts and obligations of the other Party.

V. Any contract entered into by the School and a third-party must provide that the third- party is not a Sponsor employee and is not entering into a contract with the Sponsor.

W. Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other, and pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

X. All rights, powers, remedies, benefits, and privileges available under any provision of this Contract to any Party hereunder is in addition to any cumulative of any and all rights, powers, remedies, benefits, and privileges available to such Party under all other provisions of this Contract, at law or in equity.

Y. The Parties waive trial by jury in the event of any litigation between ~~the Parties~~ **them** regarding any matter related to this Contract or the School. In the event of any conflict, each Party shall bear the **its own** costs of its own attorneys' fees.

Z. This Contract may be executed via facsimile and in any number of counterparts, which, when taken together, shall be deemed to constitute an original and entire Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the ~~day and year first above written.~~ **dates stated below.**

ATTEST:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Dr. Patricia S. Willis, Superintendent
of Schools and Ex-Officio Secretary
to the Board

By: _____
Paula D. Wright, Chairman

Form Approved:

Approved by Board: June 5, 2018

By: _____
Office of General Counsel

ATTEST:

NORTHEAST FLORIDA VIRTUAL CHARTER SCHOOL BOARD, INC.

By: _____
By: _____
Name: _____
Title: ~~Secretary~~

Larry Williams, President

[Corporate Seal]

ATTEST:

THE SCHOOL BOARD CLAY COUNTY DISTRICT SCHOOLS, FLORIDA

By: _____

By: _____

Date: _____
Addison G. Davis, Superintendent
of Schools

Date: _____
Carol Studdard, Chair

Form Approved:

Approved by Board: June 5, 2019

By: _____
Office of General Counsel

ATTEST:

**NORTHEAST FLORIDA VIRTUAL
CHARTER SCHOOL BOARD, INC.**

By: _____
Name: _____
Title: Secretary

By: _____
Larry Williams, President

[Corporate Seal]

ATTACHMENT A

Submit all requested information to the Sponsor's charter school office on or before the due date. Unless otherwise indicated below, such deliverables, and review and approval by the Sponsor, are required to be performed as stated as set forth on page 1 of the Contract as a condition precedent to the effective date of the Contract for each school year. Approval of any matters set forth below or in the Contract shall not be deemed to be the Sponsor's guaranty as to the suitability or legal sufficiency of the matter so approved.

Human Resources

- _____ Submit a copy of the standard teaching offer letter by 7/1.*
- _____ List each teacher and the specific subject(s) the teacher will teach, eligibility and/or certification status, FDOE identification number, areas of certification and certification expiration date, and date of fingerprint clearance. 9/15.*
- _____ List each employee of the School and the date of the fingerprint clearances. 9/15.*
- _____ Submit certifications regarding disclosure of employed relatives (see Article XI, sections L and M above).
- _____ Submit monthly teacher of record certifications

Transportation

- _____ Submit Transportation Plan by 6/15.*
- _____ Provide a signed transportation contract if utilizing an independent vendor (including transportation plan defining "reasonable distance") by 6/15.*

Food Service – Intentionally Deleted

Title 1 – forms are due before survey period two (or earlier as may be required by FDOE)

Facilities (each is due 60 days in advance of testing and assessments at a facility)

- _____ Health/Safety/Disaster Preparedness Plan by 7/1*
- _____ Submit a copy of the annual fire inspection.
- _____ Submit a copy of the signed lease for facility, as approved by the Sponsor, by (or evidence of the School's ownership of the school location, such as a deed and title policy).
- _____ If the facility is owned by the School, submit evidence of property tax exemption.
- _____ Submit an estoppel certificate from the landlord stating that the lease is currently in good standing and rent is current and paid.
- _____ Submit verification of City zoning permitting use of the property

_____ Building construction permits submitted if applicable.

_____ Submit Certificate of Occupancy (or certification of completion for any renovation) for the School's administrative office(s) by 7/1 and 60 days in advance for testing/assessment location.

_____ Submit evidence of Asbestos (AHERA) inspection

_____ Submit evidence of Radon tests

Insurance and Indemnification

_____ Submit ACORD Certificate of Insurance coverage specified in the contract (must include bus transportation and property damage) by 7/31.*

_____ Submit evidence of fidelity bond by 7/31 *

Student Enrollment

_____ Provide a copy of the parental contract by 6/1.

_____ Provide a copy of the student application and enrollment form by 6/1.

_____ Provide a copy of the parental notification letter regarding placement in a dropout prevention and academic intervention program, pursuant to s. 1003.53(5), F.S., by 6/1 if applicable.

_____ Each year, notify Sponsor of School's election to participate in Sponsor's K-12 Comprehensive Reading Plan or School's election of a FDOE-approved reading/literacy program by 7/1.*

_____ Open enrollment application process and capacity determination required by s. 1002.31, F.S., posted on School's website by 6/1.*

Curriculum

_____ If applicable, provide evidence of the appropriate course of study to insure compliance with State requirements and Sponsor requirements, if applicable for graduation by 6/1.

_____ Provide a sample copy of the diploma, if applicable, which will be awarded to eligible students enrolled in the charter school by 8/1.

_____ Submit ELL plan by 6/1

Academic Accountability

_____ If applicable, submit District Improvement and Assistance and Intervention Plan by 9/1.

_____ Submit School Improvement Plan by 10/4 or as provided in FDOE deadlines.

_____ If applicable, submit evidence of commencement of the accreditation process with SACS by 7/1.

- _____ Provide a one to two page summary, based on AYP subgroups of student i-Ready (or functional equivalent test) baseline data disaggregated into each of the five area of reading (phonics, phonemic awareness, fluency, vocabulary and comprehension), and math. (9/30)*
- _____ Provide a one or two page summary, based on AYP subgroups of students comparing student i-Ready (or functional equivalent test) data results at baseline vs. midyear administrations for each grade level. (3/1)*
- _____ Provide a one to two page summary, based on AYP subgroups of student DIBELs for grades K through 5 (or functional equivalent test) baseline data disaggregated into each of the five area of reading (phonics, phonemic awareness, fluency, vocabulary and comprehension). (9/30)*
- _____ Provide a one or two page summary, based on AYP subgroups of students comparing student DIBELs (or functional equivalent test) data results at baseline vs. midyear administrations for each grade level for grades K through 5. (3/1)*

Governance

- _____ For the first contract year, submit evidence of completion of FDOE training set forth in s. 1002.33(6)(f)1. and 2., F.S., no earlier than after Sponsor's approval of application and no later than thirty (30) prior to first day of classes, or within 90 days after appointment.
- _____ Submit an organization chart by 6/1.
- _____ Submit a copy of not for profit 501(c)(3) determination letter or application sent to the Internal Revenue Service for determination of 510 (c) (3) status by 7/1.
- _____ Submit School's Articles of Incorporation and any amendments thereto by 6/1.
- _____ Submit School's Bylaws and any amendment thereto by 6/1.
- _____ Submit evidence of School's acceptance of Sponsor's purchasing code, or in the alternative, the School's purchasing code adopted by its governing board by 7/1.
- _____ Provide a current list of the governing board, date fingerprinted, and a resume for each member (including name, address, email address and phone number) by 7/1*
- _____ Submit dates, times, and location of Board of Directors' meetings by 7/1.*
- _____ Submit the final school calendar by 7/1.*
- _____ Submit the name, address and phone number of the School's legal counsel by 7/1.*
- _____ Submit a description of clearly delineated responsibilities and the policies and practices needed to effectively manage the School per s. 1002.33(7)(a) 9., F.S., by 6/1.
- _____ If applicable (applies to public employers), submit annual verification of School's public employer status (e.g., annual verification of Florida Retirement System) by 7/1.
- _____ Submit annual verification of School's compliance with governance training required by s. 1002.33(9)(j), F.S., and any associated administrative rules by 9/1. (Annually for new Board members, every 3 years thereafter).

_____ Post the designated governing board representative in the School's public areas and website. (8/15)*

Finance and Budget

_____ Provide financial assurance of ability to cover start-up costs, initial liabilities and expenses in a fiscally sound manner: including bank statements, letters of pledge, and other sources as required by the Sponsor by 7/1.

_____ Submit proposed budget by 7/1. Submit final budget by 9/15 (if the proposed budget needs revisions); and mid-year budget modification by 1/30 (if one exists). *

_____ Provide evidence of banking arrangements established with appropriate signatures (representatives of the governing board) and other authorized personnel by 7/1.

_____ Provide Letter of engagement from Certified Public Accountant or audit firm who will provide audit services annually by 6/1

_____ Complete Sponsor supplied instruction for electronic payments via ACH, and provide W-9 form and paymode verification of completion by 7/1

_____ Provide a description of internal review procedures and establishment of controls updated from the original application to ensure financial resources are properly managed by 7/1.

_____ Provide minutes of the School's governing board's approval of the annual audit (and findings and recommendations) at the Board's next scheduled meeting after the final audit report has been issued, but no later than 12/30.*

_____ Provide a complete copy of the Form 990 (and all schedules and attachments) filed with the IRS by November 30; provided, however, if School receives an extension to file the Form 990, School shall provide a complete copy of the Form 990 within thirty (30) days of filing with the IRS. Alternatively, provide a copy of the IRS written confirmation Form 990 is not due.*

_____ Upon the reasonable request of the Sponsor (which request shall not be made more frequently than monthly), provide evidence of payment of payroll taxes for School-employed employees.

Miscellaneous

_____ Provide a copy of each contract for services the School executes (e.g., any management company contracts, financing arrangements with lenders, custodial contract, food service or catering contract, etc.) by 7/1, and thereafter provide to the Sponsor any and all updated contracts within five (5) day of execution of the same. *

- **Items indicated with an asterisk (*) require an annual submission. Unless otherwise indicated, all other items are required upon the date provided during the first year of the agreement only, except as provided below.**
- **The School shall timely submit to the Sponsor an updated document reflecting a material change to any item contained in this Attachment**

ATTACHMENT B

EDUCATIONAL PROGRAMS AND CURRICULUM

ATTACHMENT C

STUDENT PROGRESSION PLAN

ATTACHMENT D

CODE OF STUDENT CONDUCT

ATTACHMENT E

UNITARY STATUS POLICIES

ATTACHMENT F

SECURITY/SAFETY/DISASTER PREPAREDNESS PLAN

ATTACHMENT G

WELLNESS POLICIES

ATTACHMENT H

ADMINISTRATIVE COSTS (5%)

ATTACHMENT I
DRUG-FREE WORKPLACE

ATTACHMENT J
EMPLOYEE HANDBOOK

ATTACHMENT K
INTERNAL CONTROLS

APPENDIX 1
APPLICATION

APPENDIX 2

Minimum Enrollment Budget