

CHARTER SCHOOL CONTRACT

PANHELLENIC FEDERATION OF FLORIDA, INC.,

Doing business as

THE PLATO ACADEMY CHARTER SCHOOL

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

March 9, 2004

CHARTER SCHOOL CONTRACT

PANHELLENIC FEDERATION OF FLORIDA, INC.,
doing business as
The Plato Academy Charter School

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II	Stipulation (December 17, 1999) and Amended Stipulation (June 28, 2000) for Unitary Status, <i>Bradley, et al., v. Pinellas County School Board</i>
III	Facility Lease
IV	Academic Program -- Clarifications

CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT (the "Charter") entered into this _____ day of _____, 2003, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and PANHELLENIC FEDERATION OF FLORIDA, INC., a Florida not-for-profit corporation, doing business as THE PLATO ACADEMY CHARTER SCHOOL (hereinafter referred to as the "School").

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

WHEREAS, the School is a not-for-profit corporation and desires to operate a charter school within the Sponsor's school district for the purposes set forth in the School's charter school application of August 28, 2003, approved by the Sponsor on October 28, 2003, a copy of which attached hereto as Appendix I and incorporated herein by reference; and

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

WHEREAS, the parties intend that this Charter serve as the agreement for the operation of the School.

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

ARTICLE 1.0 GENERAL PROVISIONS

- 1.1 **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
- 1.2 **Application:** The School's approved application to operate charter is appended hereto as Appendix I and incorporated herein by reference. If any provision of this Charter or of Appendix II is inconsistent with Appendix I, the provision of this Charter or of Appendix II shall prevail.
- 1.3 **Effective Date and Renewals:** The effective date of this Charter and renewals shall be as set forth below.
 - 1.3.1 **Effective Date/Term:** This Charter shall become effective upon the signing by both parties, and shall end on June 30, 2009, except as otherwise provided in this Charter.
 - 1.3.2 **Start-Up-Date:** For each school year, the initial start-up date of the School shall be consistent with the beginning of the Sponsor's public school calendar for the school year.
 - 1.3.3 **Timetable:** The timetable for implementation of this Charter is as follows:

October 28, 2003
March 9, 2004

Sponsor's approval of application
Public hearing/ Approval of Charter

The 2004-05 school year begins for students on August 3, 2004. In order to operate its School for the 2004-05 school year, the School shall enroll at least 36 students in

accordance with Article 2 below and Appendix II, by June 18, 2004. If the School has not actually enrolled at least 36 students as of 5 p.m. on June 18, 2004, then this Charter shall terminate automatically as of June 21, 2004, without further action by either party.

In order to operate its Charter School for the 2004-05 school year, the School shall have facilities ("Authorized Facilities") to comply with requirements of s.1002.33 (18), Florida Statutes. Independent grants or state or federal planning grant may be available during the 2004-05 school year as approved.

- 1.3.4 **Renewal:** After the initial term of this Charter pursuant to 1.3.1, this Charter may be renewed every five (5) school years or longer by mutual written agreement of the parties, pursuant to Florida law.
- 1.4 **Modifications:** This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties.
- 1.5 **Non-Renewal:** At the end of the term of the Charter, in accordance with procedures relating to non-renewal found in sections 1.6 et seq. below, the Sponsor may choose not to renew the School's Charter for any of the reasons set forth in s.1002.33(8), Florida Statutes (2003), which reasons are, as of the date of this Charter, as follows:
- (a) Failure by the School to meet the requirements for student performance stated in this charter;
 - (b) Failure by the School to meet generally accepted standards of fiscal management;
 - (c) Violation of law by the School; and
 - (d) Other good cause shown.
- 1.6 **Default:** Default shall occur if the School fails to observe or perform any of the terms or provisions to be observed or performed by School as set forth in this Agreement and such failure is not cured within thirty (30) days after the School is given written notice by Sponsor, unless a different cure period or procedure for curing said failure is otherwise specifically provided for in this Charter.
- 1.7 **Procedures For Non-Renewal or Termination:** Termination during the term of the Charter or non-renewal of the Charter shall be permitted in accordance with the procedure below.
- 1.7.1 **Grounds:** During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed in 1.5(a)(e) above. This Charter may be terminated upon twenty-four hour notice if the Sponsor determines that good cause has been shown or the health, safety or welfare of the students is threatened or impaired unless an immediate and mutually agreeably cure can be instituted. The Sponsor may assume the operation of the School under these circumstances for a period of time as determined solely and exclusively by the Sponsor.
- 1.7.2 **Notice from Sponsor; Appeal:** Except when terminated immediately pursuant to paragraph 1.6.1 above, the Sponsor shall provide written notification to the School of a proposed non-renewal or termination of this Charter at least 90 days prior to the proposed action. The notice shall state in reasonable detail the grounds for the proposed action and provide that the School's governing body may, within 14 calendar days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing concerning grounds for non-renewal or termination of the charter within 30 days of receiving a written request from the School's governing body.

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

- 1.7.3 **Notice from School:** The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Charter as to the School's intent to renew or not renew.
- 1.7.4 **Records:** Upon termination or expiration of this Charter, the School agrees to deliver all school records that it is required by law to deliver. The School may retain copies of delivered records, as it deems necessary or appropriate.
- 1.7.5 **Action Upon Termination or Non-Renewal:** Upon termination or non-renewal of this Charter, the School will wind up the School's affairs, collect all sums due to the School, pay its debts and transfer to Sponsor any unencumbered funds that may remain. The Sponsor will not assume the debt from any contracts for services made between the governing body of the School and any third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing board of the School. The parties agree that no member of the Board of Directors shall have personal liability for any of the School's debts unless specifically provided by law.
- 1.8 **Statutory Requirements:** The School will comply with s. 1002.33, Florida Statutes (2003), as it may be amended, and any regulations adopted by the State Board of Education or other state agency, pertaining to charter schools, and all applicable federal, state and local laws pertaining to civil rights and student health, safety and welfare.
 - 1.8.1 **Public Records:** The School shall comply with the provisions of Chapter 119, Florida Statutes, in all of its financial, business and membership matters. All the School's records, except personally identifiable student records, shall be public records and subject to provisions of Chapter 119, Florida Statutes, including those relating to records retention.
 - 1.8.2 **Public Meetings:** All meetings of the school's governing body shall be open to the public pursuant to s. 286.011, Florida Statutes (2003). As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of minutes to the Sponsor within thirty (30) days after the meeting.
- 1.9 **Dispute Resolution:** Subject to the applicable provisions of s. 1002.33, Florida Statutes, as amended from time to time, disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, shall be resolved according to the dispute resolution process below.
 - 1.9.1 **Identify Problem:** The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.
 - 1.9.2 **Response; Informal Meeting:** The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.
 - 1.9.3 **Mediation:** If parties are unable to reach agreement, they will jointly appoint Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation

service. If free mediation services are available through Florida State Resolution Center or other entity, the parties may mutually agree to use such services. The parties shall share cost of mediation equally.

1.9.4 **Resolution:** Upon resolution of the problem, a responsible person for both parties will develop a joint written explanation-indicating resolution. This document will be retained with this Charter. If an amendment to this charter is necessary, both parties will submit the amendment for action.

1.9.5 **Legal Remedies:** If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies or may mutually agree to arbitration of the dispute using the services of the American Arbitration Association.

ARTICLE 2.0 STUDENTS

2.1 **Community:** The community to be served by this Charter School is defined in Appendix I to this agreement and in specific provisions herein.

2.2 **Racial/Ethnic Balance:** Subject to the restrictions set forth in Appendix II, the School agrees that it shall develop and implement strategies to achieve a racial, ethnic balance reflective of the community it serves and shall be in compliance with all applicable provisions of Court Orders and Stipulations in the case of *Bradley, et al. v. School Board of Pinellas County, Florida, et al.*

2.2.1 **Racial Ratio Limitations:** The School will admit black and non-black applicants as required by Florida law subject to the limitation that the School's total enrollment must be within the racial ratio limitations established in Appendix II for public schools at similar grade levels (and, during the period of controlled choice, within the same choice area). [Amended Stipulation, June 28, 2000, II.2.(b)(iii)].

2.2.2 **Diversity Choice Goal:**

(a) The optimum diversity percentage is the percentage of black students in the Sponsor's elementary school attendance sub-area in which the School is located.

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

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

2.4 **Non-Sectarian:** The School's admissions policies shall be non-sectarian.

2.5 **Students with Disabilities:** Students with disabilities who are enrolled in the School shall be provided programs implemented in accordance with federal and state laws and local policies and procedures. Current applicable laws are the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973; ss. 1000.05 and 1003.57, Florida Statutes (2003); Chapter 6A-6 of the Florida Administrative Code, the Sponsor's Special Programs and

Procedures document; and sections of the Sponsor's policies and Code of Student Conduct dealing with students with disabilities.

- 2.5.1 **Non-Discrimination:** The School shall adopt and implement a nondiscriminatory policy regarding placement, assessment, identification and selection of students.
- 2.5.2 **Free Appropriate Public Education (FAPE):** The School shall provide a FAPE to each exceptional student enrolled in the School.
- 2.5.3 **Individual Education Plans (IEPs):** The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP developments, in placement. The School and the Sponsor will schedule and conduct an IEP meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School.
- 2.5.4 **Local Education Agency (LEA):** the Sponsor will serve as the LEA at all eligibility staffings and IEP meetings for all students.
- 2.5.5 **Least Restrictive Environment:** Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such the education in regular classes with the use of supplementary aides and services cannot be achieved satisfactorily. Students whose needs cannot be adequately addressed at the School will be appropriately referred by the School to the Sponsor for placement assessment, and the School's staff work together with the Sponsor's personnel to insure that the needs of the students are met.
- 2.5.6 **Cooperation:** School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. The Sponsor will provide legal representation to the School in any legal or quasi-legal activity regarding the educational program or placement afforded ESE students attending or admitted to the School, such as mediation, due process hearings, appeal, other court action, or a formal complaint. The School will reimburse the Sponsor for reasonable associated legal costs, including but not limited to, reasonable attorney's fees and expert witness fees. The Sponsor may waive such reimbursement if it deems such action to be appropriate.
- 2.5.7 **Procedural Safeguards:** Parents of students with disabilities shall be afforded notice of procedural safeguards in the native language, as provided by the Florida Department of Education.
- 2.5.8 **ESOL/ESE Students:** Students enrolled at the School who are limited proficiency in English will be served by ESOL-certified personnel and who will follow the Sponsor's District Plan for limited English Proficient Students. The School will needs the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education*
- 2.5.9 **Federal and State Reports:** Unless otherwise exempted by Florida Statutes, the School will complete federal and state reports in accordance with the time lines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Charter.

2.6 **Enrollment Process:** Subject to the limitations of Appendix II, the School agrees to enroll eligible students by accepting timely applications, unless the number of applications exceeds the capacity of a grade level or other facility utilized. In such case, all applicants will have an equal chance of being admitted through a random selection process. The School may request and the Sponsor shall conduct such random selection processes using the same database, methods and procedures it uses to conduct random selection processes for non-charter schools. Beginning with the 2004-05 school year, the School may participate in the School Board parental choice registration process.

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

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

- (a) transmit to the Sponsor (prior to any notification to applicants and in accordance with a time schedule to be established by the Sponsor) rank-ordered lists of black and non-black applicants to the School whom the School wishes to accept for admission, so that the Sponsor may determine whether admission of any one or more of such applicants would be inconsistent with the limitation provided in paragraph 2.2.1 above; and
- (b) thereafter make its final admission decisions and notify applicants of those decisions, in a manner consistent with the determination by the Sponsor described in subparagraph (a) above, thus admitting only applicants whose-acceptance the Sponsor has determined will not result in a violation of the limitation provided in Paragraph 2.2.1 above. [Amended Stipulation, June 28, 2000, II.2.(b)(v)].

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

- (a) Determine the total number of student stations¹ within the relevant choice area for that level of school (not including the number for the School);
- (b) Determine the expected student enrollment at that level of school within the relevant choice area;
- (c) Multiply the number determined in (b) above by 125 percent;
- (d) Subtract the number determined in (a) above from the number determined by (c) above;
- (e) Multiply the difference determined in (d) above (use 0 if it is a negative number) by the Sponsor's utilization factor for that level of school².

The product determined in (e) above will be the maximum student enrollment for the School until after controlled choice unless the charter application is for fewer students, in

¹ This refers to program capacity. The number of student stations will be calculated in the same manner utilized by the Sponsor in preparing the program capacity document using the annual FISH report except that the maximum student enrollment of any existing charter schools shall be included. The new student stations required by the Amended Order of August 30, 1999, and those approved in the current five-year facilities work plan will also be included.

² The Sponsor's utilization factor is 1.0 for elementary schools, .85 for middle schools and .90 for high schools.

which event the maximum will be the number of students requested in the approved application. [Amended Stipulation, June 28, 2000, II.2.(b)(vi)]

- 2.6.4 **Access to Students for Recruiting:** The School shall have the same access to students as the Sponsor's magnet and academy programs.
- 2.7 **Enrollment; Health Safety & Welfare:** Enrollment is subject to compliance with the provisions of s. 1003.22, Florida Statutes (2003), concerning school entry health examinations and immunizations. The School will develop a written plan(s) to ensure the safety and security of students and staff, and will send a copy of such plan(s) to the Sponsor by July 15 of each year.
- 2.8 **Discipline:** The School agrees to adopt policies designed to maintain a safe learning environment at all times, and will develop plans to identify, minimize, and protect others from violent or disruptive student behavior. The School will comply with Florida State law and the Sponsor's *Code of Student Conduct*.
- 2.9 **Number of Students and Grades Served:** Subject to the restrictions set forth in Appendix II, the School shall serve students in grades K-2 during its first year (2004-05), with a maximum total School enrollment of 108; students in grades K-3 during its second year (2005-06), with a maximum total School enrollment of 144; students in grades K-4 during its third year (2006-07), with a maximum total School enrollment of 180; and students in grades K-5 during its fourth year (2007-08) and thereafter, with a maximum total School enrollment of 216..
- 2.10 **Records:** The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested and as required by law. The Sponsor has a right, with reasonable notice, to review any documentation maintained by the School.

ARTICLE 3.0 ACADEMIC ACCOUNTABILITY

- 3.1 **Educational Program Goals:** The School agrees to implement educational and related programs as specified in Appendices I and IV. Reading will be a primary focus of the School's curriculum, and the reading curriculum will be based on scientific reading research that is consistent with the Sunshine State Standards. The School will provide adequate resources to identify and address the needs of students who are reading below grade level.
- 3.1.1 **School Calendar:** The School will adopt a calendar that is consistent with the Sponsor's school year, to provide instruction for at least the number days required by law for public schools.
- 3.1.2 **Class Size:** The School is subject to the limitations on maximum class size set forth in Article IX, section 1 of the Florida Constitution and section 1003.33, Florida Statutes (2003), and will implement all appropriate measures to comply with that law.
- 3.2 **Outcome Measurement:** The Sponsor will provide student academic performance data to the School for each of its students coming from the Sponsor's school system. The Sponsor and the School will annually agree to the following by October 15: the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria shall include a detailed description for each of the following:
- How the baseline student academic achievement levels and prior rates of academic progress will be established;

- How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School; and
- To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.

3.3 **Student Assessment:** Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.

3.3.1 **Assessment Programs:** Students in the School will participate in an assessment program that mirrors the countywide assessment of the Sponsor's public-school students enrolled in comparable grades/schools, including assessments required of the public schools by the Florida Department of Education. To facilitate participation, the Sponsor will provide consultation by its applicable district staff and those services/support activities that are routinely provided by the Sponsor's staff regarding implementation of district and state required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the test to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the time frame for the other public schools in the Sponsor's district.

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

3.4 **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may transfer to other public schools within Sponsor's school system, the School shall utilize the records and grading procedures that can be transferred to the Sponsor's current records and grading procedures. The Sponsor shall provide a copy of these procedures by July 1 of the year that the School opens.

3.4.1 **Maintain Records:** The School shall maintain both active and archival records for current/former students in accordance with Florida Statutes.

3.4.2 **Category A:** All permanent (Category A) records of students leaving the School whether by graduation, transfer to the public school system, or withdrawal to attend another school, shall be promptly transferred and delivered by the School to Central Records at 400 Chestnut Street, Oldsmar, FL 34677.

3.4.3 **Category B:** Records of student progress (Category B) shall be promptly transferred and delivered by the School to the appropriate school if a student withdraws to attend another public school within the Sponsor's school system or to another school system. The School may retain copies of the departing student's academic records created attendance at the School during the student's attendance at the School.

3.4.4 **Report:** An annual report from the School shall be transmitted and delivered by the School to the Sponsor, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate). This report for the immediately preceding school year shall be transmitted and delivered each year prior to July 1st.

3.5 **Progress Monitoring:** Florida Law requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.

3.5.1 **Annual Progress Reports:** The School shall make annual progress reports to the Sponsor that, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The School's annual progress report shall be submitted to the Sponsor no later than September 15 each year for the immediately preceding school year. The report shall contain at least the following items:

- The School's progress toward achieving the goals outlined in its application;
- The information required in the annual public school accountability report pursuant to Florida Law;
- Financial records of the School shall be submitted in accordance with the requirements specified in Article 4.0 below;
- Salary and benefit levels of the School's employees; and
- Other elements required by law or desired by the School.

ARTICLE 4.0 FINANCIAL ACCOUNTABILITY

4.1 **Revenue:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or special program and non-charter school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in s. 1011.62, Florida Statutes (2003), and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School.

4.1.1 **Distribution of Funds:** Sponsor shall ensure that School receives timely distribution of funds. If a warrant for payment is not issued within thirty (30) days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate established in s. 1002.33(18)(d), Florida Statutes (2003), on the unpaid balance from the expiration of the thirty (30) day period until such time as the amount, plus such interest, is paid to the School. If the amount due is disputed by the Sponsor, the Sponsor may escrow the amount of the disputed funds until the dispute is resolved; provided that, interest at the statutory rate shall be added to the amount of any disputed funds that are paid late.

4.1.1.1 **Initial Distribution:** The first distribution of funds to the School shall be on or about July 20, contingent on receipt from the School of a list of enrolled students, to include a student's name, parent/ guardian name, address, telephone number and age.

4.1.1.2 **Subsequent Distributions:** The result of a full-time equivalent (FTE) student membership surveys in October and February will be used to adjust the amount of funds distributed monthly to the School.

- 4.1.1.3 **Distribution from State, Federal or Independent Grants:** Any funds received by the Sponsor with respect to a grant made to or for the benefit of the School shall be paid to the School within thirty (30) calendar days of their receipt or in accordance with grant provisions. To the extent that the grant requires an accounting or reporting, the School shall make such accounting or report to the granting agency or Sponsor as appropriate. The School agrees to provide all necessary and needed information to the Sponsor for the administration of such grants. It is understood that certain grants permit reimbursement of petty cash with receipts, use of district purchase orders, reimbursement of authorized expenses, and prepayment of approved activities. The Sponsor agrees to cooperate with representatives of the School to provide timely and efficient receipt and use of funds from state, federal or independent grants.
- 4.1.2 **Administrative Fee:** The Sponsor shall retain an administrative fee of five (5%) percent of public revenues to be paid to this School by the Sponsor for the Sponsor's administrative costs, including processing the application, academic and financial monitoring required of the Sponsor by law, contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teachers certificate data and information services.
- 4.2 **Cost Accounting:** The School agrees that it will annually submit to the Sponsor no later than the third Friday of August the information specified in s. 1010.20, Florida Statutes (2003), *Cost Accounting and Reporting for School Districts*.
- 4.3 **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of state categorical program funds included in the total funds available in the Florida Education Finance Program (FEFP), including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School are expended for purposes as established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure.
- 4.4 **Funding Calculation Revisions:** Total funding for School shall be recalculated during the year to reflect revised calculations under the Florida Education Finance Program (FEFP) by the State and actual weighted full-time equivalent (WFTE) or FTE students (whichever applicable) reported by the School during the FTE survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:
- 4.4.1 **Holdback/Pro-ration:** In the event of a state holdback or pro-ration that reduces the Sponsor's district funding, the School's funding will be reduced proportionately.
- 4.4.2 **Exceeding State Cap:** In the event the Sponsor's district exceeds the state cap for WFTE in any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportionate share of the unfunded WFTE.
- 4.5 **Federal Funding:** In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with equivalent federal funds per eligible student if the same level of service, consistent with the Sponsor's application or plan for use of the funds, is provided by the School, provided that no federal law or regulation prohibits this transfer of funds. The School must meet all applicable federal requirements for use of such funds.

- 4.6 **Funding Adjustment for Noncompliance:** If the Sponsor receives notice of a FTE or other funding adjustment which is attributable to noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, The Sponsor shall provide prompt notice to the School and the School shall reimburse the full amount to the Sponsor within thirty (30) days.
- 4.7 **Annual Audit:** The School agrees at its expense to obtain an annual audit in compliance with federal and state requirements. The audit shall be conducted as required by state statute and paid for by the School. The School shall provide the Sponsor with a copy of such audit no later than October 15, along with any responses to the auditor's findings. The Sponsor reserves the right, after completion of the audit, to consult with the auditor, at reasonable times and with reasonable notice, to review his findings and recommendations and, at reasonable times and with reasonable notice, to perform such reasonable additional audits or reviews as may be reasonably necessary to fulfill its statutory financial monitoring duties, at the Sponsor's expense.
- 4.7.1 **Report of Deficit:** If the School's internal audit reveals a deficit, the auditors shall notify the School's governing board, the Sponsor, and the Department of Education. Such a finding shall first be reported by the auditor during an exit interview within 7 days of the conclusion of the audit to the principal or administrator of the School and the chair of the School's governing board. The auditor shall then, within 14 days of the exit interview, provide a final report to the entire governing board, the Sponsor, and the Department of Education.
- 4.8 **Fiscal Monitoring:** Section 1002.33(5)(d), Florida Statutes (2003), requires the Sponsor to monitor the revenues and expenditures of the school.
- 4.8.1 **Monthly and Annual Financial Reports:** The School will provide a monthly financial report to the Sponsor, to be delivered to the Sponsor no later than the fifteenth (15th) day of the following month. The financial report is a cumulative report, and the last report of the fiscal year will constitute the annual report. The School shall utilize the standard state codification of accounts as contained in the Department's publication, *Financial and Program Cost Accounting and Reporting for Florida Schools*, as the means of codifying all transactions pertaining to its operations.
- 4.8.2 **Requested Reports:** The parties agree that the Sponsor, with ten (10) days notice, may request at any time, and the School shall provide, reports on the school's financial operations. Such reports shall be in addition to those required elsewhere in this charter.
- 4.9 **Reversion: Upon Non-Renewal or Termination:** In the event the School ceases operation or is dissolved, or this Charter is not renewed or is otherwise terminated, any public unencumbered funds of the School shall revert to the Sponsor. In that event, all of the School's property and improvements, furnishings and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.
- 4.9.1 **Sponsor's Security Interest:** The School agrees that in the event any public funds received by the School from or through the Sponsor are used to purchase or improve real property, the School will execute an agreement with the Sponsor providing for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Sponsor. The School agrees to grant a

security interest to the Sponsor in and to any such equipment, real or personal property, and all other recoverable assets and to file a mortgage or a financing statement with the Secretary of State of the State of Florida or the Clerk of Court, evidencing such agreement. The reversion of such equipment, property and furnishings shall focus on recoverable assets, but not on intangible or irrecoverable costs such as rental or leasing fees, normal maintenance and limited renovations. If the School finances the purchase of real property or other assets and the seller requires a first lien as security for such financing, the School may request, and the Sponsor may agree, that the Sponsor's security interest be made subordinate to the seller's first lien.

4.10 **Fiscal Year:** The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT

5.1 **Proof of Start-up Funding:** The School may file for a federal or state start-up grant. The School's start-up costs may be funded by such grant and funds due from Sponsor. If the federal or state grant is not approved prior to July 15, 2004, the School shall provide to the Sponsor proof of sufficient funds from an alternate source to assure prompt payment of operation expenses associated with the opening of school, including but not limited to the amount of any teacher and other staff salaries and benefits, and other operational expenses from the beginning of the school year through the first projected income distribution from the Sponsor.

5.2 **Tuition or Fees:** The School further agrees that it will not charge tuition or fees, except those fees normally charged by the other public schools, or levy taxes or issue bonds secured by tax revenues.

5.3 **Reporting of Students:** The School will accurately report its student enrollment to the Sponsor as required in s. 1011.62, Florida Statutes (2003), and in accordance with the definitions in s. 1011.61, Florida Statutes (2003), at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools.

5.3.1 **Automated Data System:** The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include but not be limited to, the following:

- a. Demographic information;
- b. ESE data;
- c. Grade level assignment;
- d. Required health information;
- e. Required discipline codes/incident data;
- f. Daily attendance;
- g. Transportation;
- h. Student schedules;
- i. Teacher demographics;
- j. Master schedule;

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

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

5.4.1 **Meal Service Options and Definitions:** The School shall provide food service to its students by one of the means described below:

- a. The School may enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the Charter School; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education, or
- b. The School may enter into an agreement with a third party vendor to have food service provided either to the site of the Charter School or pick-up, and determine if the meals are to be hot or cold, bulk or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or
- c. The School may request that the Sponsor provide meal service as an additional site under the Sponsor's existing agreement with the Department of Education. Under this arrangement, a separate service contract will be negotiated between the Sponsor and the School, provided that the School shall bear all unreimbursed costs submitted under the service agreement.

5.4.2 **Notice of Food Service Election:** The School shall provide the Sponsor notice of its election for the provision for School food service prior to May 15 of each school year. Reasonable extensions of this time may be permitted for the initial year of operation of the School.

5.5 **Facilities Lease or Ownership:** The School will be located at 409 Old Coachman Road, Clearwater, Florida, under lease from the Holy Trinity Greek Orthodox Church. The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided prior to the pre-school planning period. Thereafter, if applicable, the School shall provide such proof on or before May 15 for the following school year. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided. Any change in location must be in accordance with the provisions of Appendix II. The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Charter.

- 5.6 **Human Resources:** The parties agree to the provisions relating to Human Resources at the School as set forth below.
- 5.6.1 **Employees:** The parties to this Charter agree that the School shall select its own employees. The School shall be a public employer.
- The School agrees that its employment practices shall be nonsectarian.
 - The School shall not violate the anti-discrimination provisions of s. 1000.05, Florida Statutes (2003), The Florida Educational Equity Act.
 - The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Appendix I. Modifications to these elements shall be in accordance with paragraph 1.4 of this Charter.
- 5.6.2 **Teacher Certification:** The teachers employed by or under contract to the School shall be certified or qualified, as required by Florida law. The School may employ or contract with skilled, selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher's aides in the manner set forth in s. 1012.55, Florida Statutes (2003), or as otherwise allowed by law. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- 5.6.3 **Qualifications Disclosure:** The School agrees to disclose to the parents of its students and to the Sponsor the qualifications of its teachers.
- 5.6.4 **Fingerprinting:** The School shall require all employees and members of its Board of Directors to comply with the fingerprinting requirements of s. 1012.32, Florida Statutes (2003).
- 5.6.5 **Drug-Free:** If the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and s. 1012.45, Florida Statutes (2003). The School may establish and maintain an alcohol and drug-free workplace at its own expense.
- 5.7 **Transportation:** The parties agree that transportation shall not be a barrier to equal access for any student residing with a reasonable distance of the school. If the School transports students, it shall do so in a manner consistent with the requirements of applicable state and federal law. Transportation may be arranged under the terms of 5.7.1 or 5.7.2 below, a combination thereof or as otherwise allowed by law.
- 5.7.1 **Transportation reimbursement:** The School may provide transportation for students, in which case, it shall be entitled to any and all state and federal reimbursement for travel costs for such transportation.
- 5.7.2 **Transportation assistance:** The Sponsor may assist in providing transportation to the School under the terms of a mutually acceptable agreement between the parties that may be negotiated prior to the opening of school for the initial school term and thereafter

negotiated prior to May 15th each year. This shall not be interpreted as prohibiting a multi-year contract.

5.7.3 **Transportation Limits:** For the purpose of this Charter, a reasonable distance for school provided transportation shall be considered to be a four (4) mile area surrounding the School. It is expressly understood that, absent hazardous walking conditions, school transportation shall not be guaranteed for students within two (2) miles walking distance from the School.

5.8 **Additional Sponsor Services:** Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School at the following rates:

- For staff time: hourly rate + benefits of the Sponsor's personnel performing the service x the number of hours spent for services to the School;
- For warehouse, printing, learning resource center services: the Sponsor's then current price schedule with normal surcharge;
- For copies of documents: \$.15/page for single-sided copy; \$.20/two-sided copy.

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

ARTICLE 6.0 INDEMNIFICATION AND INSURANCE

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

- the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;
- the School's material breach of this Charter or law;
- any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
- the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf.

6.1.1 The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect

notwithstanding the expiration or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination.

- 6.1.2 In no way shall the School's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.
- 6.1.3 The School shall also indemnify, defend and protect and hold harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School.
- 6.2 **Indemnification of School:** The Sponsor, to the extent immunity is waived pursuant to s. 768.28, Florida Statutes (2003), agrees to indemnify, defend with competent counsel selected by the Sponsor with the School's reasonable approval and agrees to hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of connected with or resulting from:
- the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this charter;
 - the Sponsor's material breach of this Charter or law; and;
 - any failure by the Sponsor to pay its suppliers or any subcontractors.
- 6.3 **Sovereign Immunity/Limitations of Liability:** Notwithstanding anything herein to contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by s. 768.28, Florida Statutes (2003). Only the Sponsor and School shall be subject to liability under this agreement. No member of either Sponsor's school board or the School's Board of Directors shall have any personal liability pursuant to or under this Charter, except as permitted or required under Chapter 617 Florida Statutes.
- 6.4 **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same as its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.
- 6.5 **Evidence of Insurance:** The School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Article 6. The School shall provide evidence of such insurance in the following manner:

- 6.5.1 **Time to Submit:** The School shall furnish the Sponsor with fully completed certificates(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, before the initial opening day of classes. The insurance shall be maintained in force, without interruption, until this Charter is terminated.
- 6.5.2 **Notice of Cancellation:** Each certificate of insurance shall provide and require that the Sponsor be given no less than sixty (60) days written notice prior to cancellation, except when notice of cancellation of one policy is accompanied by notice of a replacement policy, without interruption of coverage.
- 6.5.3 **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.
- 6.6 **Acceptable Insurers:** Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:
- 6.6.1 **Insurer's Ratings:** Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- 6.6.2 **Replacement Insurance:** If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements.
- 6.7 **Commercial General Liability Insurance:** The School shall, at its sole expense, maintain and keep in force Commercial General Liability insurance which shall conform to the following requirements:
- 6.7.1 **Liabilities Covered:** The School's insurance shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) that would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- 6.7.2 **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per occurrence/two million (\$2,000,000) dollars annual aggregate.
- 6.7.3 **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of One Thousand (\$1,000) Dollars per occurrence.

- 6.7.4 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability insurance until four (4) years after expiration or termination of this Charter.
- 6.7.5 **Additional Insureds:** The School shall include the Sponsor and its members, officers, and employees and agents as “Additional insured” on the required Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG20 10). The certificate of insurance shall be clearly marked to reflect “The Sponsor, its members, officers, employees and agents as additional insured.”
- 6.8 **Automobile Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance that shall conform to the following requirements:
- 6.8.1 **Liabilities Covered:** The School’s insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 001), including coverage for liability contractually assumed, and filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Charter.
- 6.8.2 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Contract.
- 6.8.3 **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by tan umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence, and if subject to an annual aggregate, Two Million (\$2,000,000) Dollars annual aggregate.
- 6.9 **Worker’s Compensation/Employer’s Liability:** The School shall, at its sole expense, provide, maintain and keep in force Worker’s Compensation/Employer’s Liability Insurance which shall conform to the following requirements:
- 6.9.1 **Coverages:** The School’s insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Worker’s Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Worker’s Compensation Act, where appropriate, coverage is to be included for the Federal Employer’s Liability Act and any other applicable federal and state law.
- 6.9.2 **Minimum Limits:** Subject to restrictions found in the standard Worker’s Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Worker’s Compensation Act or any other coverage customarily insured under part One of the standard Worker’s Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker’s Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million (\$1,000,000.00) Dollars per occurrence/Two Million

(\$2,000,000.00) Dollars annual aggregate. If the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Worker's Compensation Coverage.

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

employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

- 6.12.4 **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
- 6.12.5 **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of its full responsibility to provide the insurance as required by this Charter.
- 6.12.6 **Combined Coverage:** Combined services coverage under this Charter shall be permitted, subject to approval by the Sponsor's Risk Management Department.
- 6.12.7 **Default Upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter. If the Sponsor becomes aware that the School does not have in effect any required insurance coverage, it shall give written notice to the School, and the School shall procure such insurance and provide a certificate of insurance to the Sponsor, as soon as reasonably possible, but no later than two (2) school days after receipt of such notice.

ARTICLE 7.0 GOVERNANCE STRUCTURE

- 7.1 **Not-for-Profit Corporation:** As indicated in Appendix I, School is a division of a not-for-profit corporation and will operate as a public employer. The School shall furnish to the Sponsor a copy of its articles of incorporation and by laws any amendments thereto.
- 7.2 **Governing Body:** No members of the School's governing body will receive financial benefit from the School's operations. If a member is an employee of the School, that person's salary shall not be considered a financial benefit.
- 7.3 **Selection of Directors and Officers:** The selection of the School's directors and officers shall be as set forth in Appendix I. The School shall provide to the Sponsor a current list of the names and addresses of its directors and officers no later than the first day of school each year.
- 7.4 **Duties of Directors:** The duties of the School's directors shall be as set forth in Appendix I.
- 7.5 **Public Meetings/Minutes:** The governing body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings. Such meetings will be open to the public, and the minutes shall be available for public review. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of minutes to the Sponsor within thirty (30) days after the meeting.
- 7.6 **Conflict of Interest:** The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director, officer or employee of the School or the spouse, parent, child, stepchild, or sibling of any director, officer or employee, or from any business in which any officers or employee has an interest, nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. The School may establish a policy to reimburse employees and board members

for the actual and reasonable out-of-pocket expenses incurred in the performance of services for the School. The School may reimburse a member of the governing body for payment of the School's reasonable contractual or other obligations, and for expenses, incurred before the granting of this Charter.

ARTICLE 8.0 MISCELLANEOUS

- 8.1 **Titles:** Any and all titles to Articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Charter, and shall not be considered in the interpretation of the Charter or any provision hereof.
- 8.2 **Interference with Performance:** Neither party shall be in default of this Charter if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 8.3 **Entire Agreement:** This Charter and the appendices hereto shall constitute the full, entire and complete agreement between the parties. All prior representations, understandings and agreements are superseded and replaced by this Charter. Except as any Florida or United States statute may change the obligations of either the School or the Sponsor, this Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Charter shall require approval of the Sponsor.
- 8.3.1 **Amendment Required:** Notwithstanding any provision of Florida law providing a different procedure, the School will submit to the Sponsor an application to amend this Charter before the School may:
- Increase the number of students it will admit beyond 108 in the 2004-05 year, 144 in the 2005-06 year, 180 in the 2006-07 year, or 216 thereafter;
 - Change the location or add one or more additional locations as which it will operate, other than that set forth at paragraph 5.5 above; or
 - Materially alter its curriculum or course offerings from that set forth in this Charter. [Amended Stipulation, June 28, 2000, II.2.(b)(viii)]
- 8.4 **Assignment:** This Charter shall not be assigned by either party without the prior written consent of the other party, provided that the School may, without the consent of the Sponsor, enter into contracts for services with a corporation, a limited liability company, an individual or group of individuals organized as a partnership or cooperative.
- 8.5 **Waiver:** No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.
- 8.6 **Warranties:** All representations and warranties made herein shall survive termination of this Charter.
- 8.7 **Partial Invalidity:** If any provision or part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or part of any other provision of this Charter, and all such provisions shall remain in full force and effect.

- 8.8 **Third Party Beneficiary:** This Charter is not intended to create any rights of a third-party beneficiary.
- 8.9 **Applicable Law and Venue:** This Charter is made and entered into the State of Florida and shall be interpreted according to the laws of that state. Pinellas County, Florida, shall be the proper venue for any litigation arising under this Charter. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.
- 8.10 **Notice:** Every notice, approval or consent authorized or required by this Charter shall not be effective unless it is in writing and sent postage prepaid by the United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:
- | | |
|------------|--|
| SCHOOL: | The Plato Academy Charter School |
| Attention: | Terry Tsafatinos, Chairman |
| Address: | 667 Snug Island
Clearwater, Florida 33767 |
| | |
| SPONSOR: | The School Board of Pinellas County, Florida |
| Attention: | Steve Swartzel, Director of Governmental Services |
| Address: | 301 4 th Street S.W.
Largo, Florida 33779-2942 |
- 8.11 **Legal Representation:** The parties acknowledge that each has been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation received.
- 8.12 **Law, Rule or Regulation as Amended:** Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.
- 8.13 **Counterparts:** This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.
- 8.14 **Authorization:** Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

ARTICLE 9.0 COMPLIANCE WITH COURT ORDER

- 9.1 **Inclusion of Stipulation:** It is expressly understood that the Stipulation and Amended Stipulation for Unitary Status, dated December 17, 1999, and June 28, 2000, respectively, in *Bradley vs. Pinellas County School Board*, Case No.: 64-CV-98-T-23B, relating to charter schools, are included as Appendix II and incorporated herein as a part of this Charter and shall control over any conflicting provision of this Charter or other Appendix.
- 9.2 **Standards:** The School is committed to comply with the standards set forth in paragraphs II.2.(a)(i)-(vi) of the Amended Stipulation in Appendix II as a mandatory condition for retention of this Charter. Failure of the School to abide by the standards shall constitute a default of the School's obligations under this Charter. [Amended Stipulation, June 28, 2000, II.2.(b)(ii)]

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

School:

PANHELLENIC FEDERATION OF FLORIDA,
INC., doing business as PLATO ACADEMY
CHARTER SCHOOL

Sponsor:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____

By: _____
Chairman

Attest: _____

Attest: _____
Superintendent