

THIS CHARTER SCHOOL CONTRACT (“Charter”)<sup>1</sup> dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), is entered into between \_\_\_\_\_ (the “Sponsor”) and \_\_\_\_\_, a Florida not-for-profit corporation (the “Operator”), which was formed for the purpose of operating \_\_\_\_\_ Charter School (the “Charter School”) approved by the Sponsor. The Sponsor and the Operator are referred to collectively as the “Parties.”

## RECITALS

WHEREAS, the Florida K-20 Education Code (the “Florida Statute”) sections 1002.33-34, authorize the establishment of public charter schools as part of the state’s program of public education. A charter school may be formed by the creation of a new school or conversion of an existing public school. Charter schools are established for the purpose of improving student learning and academic achievement, increasing learning opportunities, encouraging innovative models and measurement tools, and creating new professional development opportunities for teachers.

WHEREAS, \_\_\_\_\_ (Sponsor), has authority pursuant to Florida Statute to grant a charter to a not-for-profit corporation, allowing that corporation to operate a charter school; and

WHEREAS, the Operator, as a not-for-profit corporation, organized under the laws of Florida on \_\_\_\_\_ submitted a proposal to operate a charter school as of \_\_\_\_\_ (year);

WHEREAS, the Sponsor has approved the application and/or proposal of the Operator as set forth in Exhibit A of this Charter; and

WHEREAS, the Parties intend that this Charter serve as the contract governing the Operator’s operation of the Charter School. Terms of this contract are subject to change based on provisions set forth by changes in the Florida Statute. Changes to the Florida Statute affecting provisions of this agreement will preempt amendments to the contract. No material amendments to this Charter shall be valid without the approval of the Operator’s governing board and the local district School Board.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Sponsor and the Operator agree as follows:

- 1. Recitals Incorporated By Reference.** The foregoing recitals are incorporated into this Charter by reference.
- 2. Incorporation of Application.** The application and any related documents that set forth any terms of the agreement between the Operator and the Sponsor are attached as Group Exhibit A and are incorporated herein by reference.

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<sup>1</sup> The term “Charter” refers collectively to this agreement and all documents attached and incorporated into the agreement.

**3. Term of the Charter.**

- 3.1. Pursuant to Florida Statute, §1002.33(7)(a)(12), this Charter shall have an initial term of \_\_\_\_\_ (\_\_) years, commencing on the Effective Date of this Charter and expiring, if not otherwise extended as provided in this Charter, on \_\_\_\_\_, 2\_\_\_\_.
- 3.2. The Sponsor may grant a deferral, not to exceed \_\_\_\_ **[days] [months] [years]**, allowing the Operator to postpone the opening of the Charter School. The Sponsor may grant further deferrals in periods of not more than \_\_\_\_\_ **[days] [months] [years]**. If the Operator is granted one or more deferrals but the Operator does not open the Charter School before the deferral or any subsequent extensions of the deferral expire, this Charter shall automatically terminate on the expiration of the final deferral.
- 3.3. Should the Operator be granted a deferral, the term of this Charter shall be extended in an amount equal to the length of the deferral granted.

**4. Renewal.**

- 4.1. This Charter may be renewed for up to an additional 15 years by mutual agreement of the Parties and on such terms and conditions established by §1002.33, Florida Statutes.
- 4.2. The Operator may not be eligible for renewal of its Charter if the Operator is in default under any term of this Charter or has failed to comply with the Accountability Plan described in Section 14 below.

**5. School Concept.** The Operator shall operate the Charter School in a manner consistent with the concept and mission statement set forth in the Operator's application and/or proposal as approved by the Sponsor. The Operator shall not change the concept, mission statement or its general implementation of those guidelines without the prior approval of the Sponsor.

**6. School Year; School Days; Hours of Operation.** At a minimum, the Charter School must be in session each year for 180 days, as required by State law to constitute a full school year. A Charter school must commence its initial year with the beginning of the Sponsor's calendar school year.

**7. Enrollment.**

7.1. Subject to the requirements of Section 5, the Parties have agreed to the following enrollment projections for the Charter School:

7.1.1. Year 1: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.2. Year 2: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.3. Year 3: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.4. Year 4: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.5. Year 5: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.6. Year 6: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.7. Year 7: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.8. Year 8: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.9. Year 9: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.10. Year 10: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.11. Year 11: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.12. Year 12: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.13. Year 13: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.14. Year 14: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.1.15. Year 15: 2\_\_\_-2\_\_\_ -- Grades \_\_\_ to \_\_\_ -- up to \_\_\_ students

7.2. The enrollment capacity of the Charter School shall be determined by the Operator pursuant to §1002.33(10)(h), Florida Statutes. Enrollment projections must consider the facility capacity as stated on any valid facility permit or certificate required for occupancy under applicable law. The Operator shall at all times ensure that enrollment does not exceed such capacity.

7.3. If the planned enrollment decreases by 30% or more of the projected number in any given year, the Operator may be required to submit revisions to the original charter plan in areas including, but not limited to, budget and cash flow and, staffing plan. The Operator shall notify the Sponsor within 30 calendar days if the planned enrollment decreases by 30% in any given year.

7.4. The Charter School must comply with the requirements of the Class Size Reduction provisions contained in Section 1 of Article IX of the State Constitution.

- 7.4.1. Section 1 of Article IX of the State Constitution establishes that by the beginning of the 2010-2011 school year, the maximum number of students in core-curricula courses assigned to a teacher in each of the following three grade groupings are (1) Prekindergarten through grade 3, 18 students; (2) grades 4 through 8, 22 students; and (3) grades 9 through 12, 25 students.

## **8. Enrollment Process.**

- 8.1. The Operator shall enroll any eligible student who submits a timely application, except that if the number of applications exceeds the capacity of a program, class, grade level, or the building, applicants shall be chosen for admission based on a random lottery guided by applicable law. The Operator must abide by any desegregation court orders.
- 8.2. Pursuant to §1002.33(10)(d), Florida Statutes, the charter operator may give enrollment preference to siblings of a student enrolled, to the child of an employee of the School, or to the child of a member of the governing board of the School. If receiving federal start up funds through the Charter Schools Program (CSP) grant, the Operator must comply with the federal regulations regarding enrollment preference as described in Title V, Part B Non-Regulatory Guidance.
- 8.3. A Charter Operator may elect to administer Eligibility Standards as part of the enrollment process. Eligibility Standards must be presented in the original charter application approved by the Sponsor and align with the mission and educational philosophy of the school. Pursuant to §1002.33(10)(e) (5), such standards shall be in accordance with state law and may not discriminate against otherwise qualified individuals.
- 8.4. The Operator's admissions policies shall be non-sectarian and the Operator shall adopt a non-discrimination policy prohibiting discrimination based on race, religion gender, or physical disability.
- 8.5. The Operator shall include in its admission policy provisions for students residing in neighboring counties that have inter-district agreement provisions under §1002.33(10)(a), Florida Statutes, or as currently allowed between the Sponsor's city or county and the neighboring counties' School Boards.

9. **Attendance.** The Operator shall maintain accurate enrollment data and daily records of student attendance and shall provide enrollment and attendance data to the Sponsor on a timely basis.

10. **Transportation.** Transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E. of chapter 1006 and s. [1012.45](#). The governing body of the charter school may provide transportation through an agreement or contract with the district school board, a private provider, or parents.

- 10.1. [INSERT SPECIFIC TRANSPORTATION ARRANGEMENTS]

## **11. Student Records.**

- 11.1. The Operator shall maintain student records for current and former students in accordance with the requirements of State and Federal law, including the Federal Education Rights and Privacy Act, 20 U.S.C. § 1232g.
- 11.2. Should a student transfer to another school, the Operator may maintain copies of the departing student's academic records created during the student's attendance at the Charter School.

## **12. Discipline.**

- 12.1. The Operator agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues which are intended to ensure the health, safety and welfare of all students attending the Charter School, the Operator, at its option, may adopt the Sponsor's policies regarding student conduct or develop its own student conduct policy.
- 12.2. If the Operator develops its own policy, the policy shall be submitted to the Sponsor for review. The policy shall not be implemented until the policy has been reviewed by the Sponsor for compliance with applicable state and federal guidelines. Any subsequent changes to a policy developed by the Operator must be submitted to the Sponsor for review prior to implementation of changes.
- 12.3. The Operator agrees to follow the Sponsor's guidelines and procedures regarding a recommendation of expulsion. No student shall be expelled from the District except by the local district school board. Any recommendations for expulsion of a student in the charter school must be presented to the Sponsor for appropriate action.
- 12.4. The Operator may not dismiss or transfer a student involuntarily, unless the dismissal or transfer is accomplished through established administrative procedures agreed to in this Charter, or through existing administrative procedures in the Sponsor's rules or policies.

## **13. Curriculum.**

- 13.1. The Operator agrees to implement its educational and related programs as specified in the Operator's approved application setting forth the Operator's curriculum, the instructional methods, and any distinctive instructional techniques the Operator intends to use.
- 13.2. The curriculum established by the Operator shall focus on reading and be aligned to satisfy the requirements of the Sunshine State Standards and grounded in scientifically based reading research, §1002.33(7)(a)(2), Florida Statutes.
- 13.3. The Operator shall notify the Sponsor of any material change in its curriculum subsequent to the date of this Charter. Any material changes must comply with State law and be approved by the Sponsor, in writing, before those changes are implemented.

- 13.4. No sectarian educational resources shall be used and the curriculum shall be secular in nature.

#### **14. Academic Accountability.**

- 14.1. The Operator shall pursue and make progress toward the achievement of the goals, objectives and pupil performance standards set forth in an Accountability Plan mutually agreed to by the Sponsor and the Operator (the "Accountability Plan"). A copy of the Accountability Plan is attached as Exhibit B and is incorporated herein by reference.
- 14.2. The Accountability Plan shall set forth the academic and student performance goals that the Operator is expected to achieve, along with the specific evaluative criteria upon which the Sponsor will judge the Operator's performance.
- 14.3. The Operator shall establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The baseline shall be established according to the description provided in the Accountability Plan (Exhibit B).
- 14.4. The Operator shall be accountable to the Sponsor for making progress toward achieving the goals and standards set forth in the Accountability Plan.
- 14.5. The Operator will be held accountable for meeting the State's student performance requirements as determined by applicable State laws and regulations regardless of whether those requirements are incorporated into the Accountability Plan.
- 14.6. The Parties agree that the Accountability Plan is subject to change to comply with any new Federal or State requirements. Such changes may require amendments to this Charter.
- 14.7. The Operator shall administer such standardized assessments as are required by State law.
- 14.8. The Operator shall comply with the state graduation requirements as provided in ss. 1003.43, 1003.428, and 1003.438, Florida Statutes.
- 14.9. In addition to the foregoing, the Operator shall grant reasonable access to, and cooperate with the Sponsor, its officers, employees and other agents, including allowing site visits by the Sponsor, its officers, employees and other agents, for the purpose of allowing the Sponsor to fully evaluate the operations and performance of the Charter School. When possible, the Sponsor shall provide the Operator with 24 hours advance notice of any formal evaluation site visits.

#### **15. Specialized Services.**

- 15.1. Provision of Services. Unless the Sponsor and the Operator have reached an alternate agreement that complies with applicable State and Federal law, the Operator shall provide services and accommodations to students with disabilities in

accordance and compliance with (i) the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*); (ii) any and all Federal court orders applicable to children in the district where the Charter School is located; (iii) any and all State or local laws and/or regulations applicable to students with disabilities.

- 15.2. Reports. Unless otherwise exempted, the Operator shall complete all required or requested Federal and State reports in accordance with the timelines applicable to State or Federal requirements.

**16. Services for English Language Learners.** The Operator shall provide services to students with limited English proficiency in accordance and compliance with (i) all Federal and State laws governing the provision of services to English Language Learners (ELL); (ii) any and all Federal court orders applicable to children in the district where the Charter School is located; (iii) any and all State or local laws and/or regulations applicable to students with limited English proficiency.

- 16.1. The Operator may follow the Sponsor's ELL plan, which is required by Section 1003.56, Florida Statutes; or a charter school, at its option, may develop its own ELL program.

- 16.2. If the Operator develops its own plan, it must meet the requirements and terms of META agreement and continue to meet the requirements throughout the term of the charter. Any subsequent changes to a plan developed by the Operator must be submitted to and approved by the Sponsor.

**17. Financial Accountability.**

- 17.1. Financial Management. The Operator shall prepare and submit, in accordance with Exhibit\_\_\_\_, its unaudited annual financial statements, in accordance with accounting principals generally accepted in the United States of America for not-for-profit organizations ("GAAP"). During the fiscal year, the Operator shall operate in accordance with GAAP, provided that the Operator's accounting methods must allow it to prepare reports, described in Exhibit \_\_\_\_\_, as required by the Sponsor and the State.

- 17.2. Budget and Cash Flow. The Operator shall prepare and provide to the Sponsor a copy of its annual budget and cash flow projections for each fiscal year by no later than \_\_\_\_\_ of such fiscal year. The fiscal year for the Operator shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ of the subsequent year.

17.3. Distribution of Funds.

- 17.3.1. Pursuant to § 1002.33(17)(d), Florida Statutes, the Sponsor may distribute funds for up to three months based on the projected full-time equivalent student membership. Thereafter, monthly distribution should be made to the Operator no later than 10 working days after the Sponsor has received the state and federal

allocation. Funds distributed later than 10 days shall be subject to a 1% rate of interest per month calculated on the unpaid balance at a daily rate.

- 17.3.2. All funds distributed to the Operator from the Sponsor shall be used solely for educational purposes and the Operator shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes.
- 17.4. Title I Funding. The Sponsor shall furnish the Operator with eligibility data regarding Title I eligible students enrolled in the Charter School. The Sponsor shall provide the Operator with Title I funds based on that information. During the first year of operation, the Sponsor shall identify those students enrolled in the Charter School who, during the preceding year, were eligible for the Federal Free or Reduced Price Lunch Program and shall base allocation of Title I funds on that data. All Title I funds accepted by the Operator shall be spent as required by applicable Federal law and regulations. The Operator shall submit to the Sponsor a Title I plan detailing how the School will ensure Title I guidelines are being followed and that students are meeting high content and performance standards.
- 17.5. Remaining Assets. In the event that this Charter is terminated, the Operator shall return any remaining public assets to the Sponsor as required by s. 1002.33(8)(e), Florida Statutes.
- 17.6. Capital Outlay Funds. In each year in which funds are appropriated for charter school capital outlay purposes, the Commissioner of Education shall allocate the funds among eligible charter schools. Charter Schools must meet criteria presented in Florida Statute, Section 1013.62, for a funding allocation.
- 17.7. Tuition and Fees. The Operator shall not charge tuition to any student unless such student would otherwise be liable for tuition costs under applicable State law. The Operator may charge reasonable fees, to the extent permitted by law, for summer school programs, after school programs, student activities, and any other program that the schools in the district may charge a fee.
- 17.8. Outside Funding. The Operator may accept gifts, donations or grants so long as acceptance of such gifts, grants or donations does not violate any applicable law or the terms of the Operator's Charter. In the event that the Operator solicits funding from sources other than those set forth in this Section, it shall comply with all applicable State or Federal laws regarding the reporting of charitable solicitations. The Operator shall keep separate accounting records of all gifts, grants and donations. Any such gifts, grants and donations made directly to the Operator shall be used in accordance with the terms of such gifts, grants or donations. Any gifts, grants or donations made directly to the Operator for general application at the Charter School or for the students, shall be expended in the Charter School.
- 17.9. 501(c)(3) Status. The Operator may be recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and if applicable, the Operator shall provide the Sponsor with copies of all filings relating to the Operator maintaining its 501(c)(3) exempt status, upon request.
- 17.10. Administrative Fee. Sponsors may assess up to a 5% administrative fee for services, provided in §1002.33(20)(a), F.S. The total fee shall be calculated based

upon available funds as defined in §1002.33(17)(b), F.S. The sponsor may only withhold up to 5% for enrollment up to and including 500 students. Pursuant to §1002.33(20)(a), F.S., for charter schools serving 501 or more students, the sponsor shall utilize the difference between the total administrative fee calculation and the amount of the administrative fee withheld for capital outlay purposes only.

17.11. Services. Charter Schools may elect to contract with the Sponsor for goods and services. The Sponsor shall provide the Operator with a detailed fee schedule for services provided. Pursuant to §1002.33(20)(b), F.S., if goods and services are made available to the Charter School through a contract with the Sponsor, they shall be provided to the Charter School at a rate no greater than the Sponsor's actual cost unless mutually agreed upon by the Charter School and the Sponsor in a contract negotiated separately from the charter.

17.12. Management and Financial Controls. At all times, the Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) accounting methods as specified in the Operator's Charter; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports; and (6) internal control procedures for cash receipts, cash disbursements and purchases.

17.13. Annual Audits.

17.13.1. The Operator shall provide for an annual financial audit in accordance with s. 218.39, Florida Statutes.

17.13.2. The auditor selected by the Operator must be a licensed certified public accountant.

17.13.3. The Financial Audit shall be made available to the Sponsor no later than \_\_\_\_\_ **[days]** **[months]** after the conclusion of the fiscal year.

17.13.4. If the financial audit reveals a deteriorating financial condition, as defined by State Board Rule, or one of the conditions listed in s. 218.503(1) have occurred, the Operator and Sponsor will develop a corrective action plan as required by s. 1002.345, Florida Statutes.

17.14. Monthly Financial Reports. The Operator shall submit to the Sponsor monthly financial reports, which shall be provided on or before the 15<sup>th</sup> day following the close of each month. The monthly financial reports shall be submitted on a form prescribed by the Florida Department of Education.

## **18. Facilities.**

18.1. The School shall be located at \_\_\_\_\_ (address) in \_\_\_\_\_ (city/county), in a facility that complies with all applicable building and fire codes, health and safety requirements. The Operator shall immediately notify the Sponsor in the event that such occupancy permits are revoked.

- 18.2. An Operator opening a school in a newly constructed facility shall provide a detailed building plan to the Sponsor as a pre-opening requirement, see Exhibit \_\_\_\_\_. The building plan may include, but is not limited to, a scope of work with timeline and cost estimates, project manager contact information and back-up facility plan. The Sponsor and Operator shall maintain consistent communication regarding the building construction to ensure the school opens within an agreed timeframe.
- 18.3. The Operator shall notify the Sponsor in writing regarding any potential change in the physical address of the school. If the address listed above is intended as a temporary location, a back-up facility plan should be provided in the Charter Application, Exhibit A.
- 18.4. The Operator agrees to provide the Sponsor with documentation regarding the Operator's property interest (owner or lessee) in the property and facility where the Charter School will operate. If the Operator does not own the property and facility, the Operator must show proof of a signed lease at least thirty (30) calendar days before the initial opening day of classes.
- 18.5. Pursuant to §1002.33(18)(a), Charter Schools shall decide whether to comply with the Florida Building Code or the State Requirements for Educational Facilities. It is expressly agreed that the Operator shall obtain all necessary facility certification, and other approvals required for use and continued occupancy of the facility as required by any applicable Federal, State or local law, ordinance or regulation.
- 18.6. The Operator further agrees that it shall be responsible for all cost for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies.
- 18.7. The Operator will obtain a valid and current certificate of occupancy and any other certificates that are required by the applicable building, fire, health and sanitation enforcement authorities at all times during the term of this Charter.
- 18.8. The Operator agrees that at no time during the term of this Charter will the enrollment of the Charter School exceed the capacity permitted by zoning, building, fire and other applicable laws or regulations.
- 18.9. An Operator occupying a District Surplus Facility shall sign a building lease for use of the facility. The lease shall be between the Sponsor and the Operator and detail terms regarding maintaining the facility in a manner similar to district school board standards.

## **19. Governance Structure.**

- 19.1. The Charter School is developed by a Florida not-for-profit entity. The governing board identified in the charter application shall oversee the affairs of the Charter School. The School's governing board will define and refine policies regarding educational philosophy, assessment and accountability measures, policy decision-making, fiscal controls and systems.

- 19.2. The governing body shall provide to the Sponsor a complete list of governing body members, qualifications and resumes. In the event of resignation, removal and/or addition of new members, the Operator shall notify the Sponsor within 14 calendar days. All members appointed to the School's governing shall be fingerprinted, no later than 45 days after appointed pursuant to s.1002.33(12)(g), Florida Statutes.
- 19.3. No member of the governing body shall receive any compensation for services, directly or indirectly, from the School's operations. All governing body members are subject to the Code of Ethics provisions in Florida Statute, Chapter 112. Violation of this provision shall constitute a material breach of Charter.
- 19.4. The School shall open all governing body meetings to the public, pursuant to Florida Statute, s. 286.011, Florida Statutes and public notice shall be given in a timely manner. The School shall also comply with s. 1002.33(16)(b)(2), Florida Statutes, relating to public records.

## **20. Management Companies.**

- 20.1. The Operator shall submit all management company or service provider contracts to the Sponsor for review. The Sponsor shall review the management company or service provider contracts based on fiscal and legal compliance with all applicable laws, ordinances, rules, and regulations. The Sponsor shall submit written documentation of any and all concerns noted in the contract review.
- 20.2. The contract between the Operator and the management company shall require that the management company operate the Charter School in accordance with the terms stipulated in the Operator's Charter and all applicable laws, ordinances, rules, and regulations.

## **21. Employment.**

- 21.1. The Operator shall hire its own employees. The governing board of the Operator shall observe non-sectarian and anti-discriminatory practices. The Operator shall identify the charter school as a private or public employer in the state of Florida.
- 21.2. All instructional staff employed by the Operator shall meet all applicable state requirements for instructional personnel. If allowed by applicable State law, the Operator may employ a school leader and contract with skilled non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals.
- 21.3. All temporary instructors at the Charter School must meet any applicable State and Federal requirements for substitute teachers.
- 21.4. The Operator agrees to perform any and all criminal background checks required by State or local law before employing any person. The Operator further agrees that no person shall be employed whose criminal background check returns information that disqualifies that person from employment in a Charter School under any applicable Federal, State, or local law, ordinance or regulation.

**22. Insurance.** The Operator shall obtain, maintain and provide the Sponsor with evidence of the following insurance coverage throughout the term of the Operator's Charter:

**22.1. [Insert specific required or desired coverages as applicable.]**

22.2. To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless the Sponsor, its members, officers, employees, agents, affiliates, representatives (collectively, the "Sponsor Indemnitees") from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorneys fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) possession, occupancy or use of the property of the Charter School, its faculty, students, patrons, employees, guests or agents, (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Operator, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulations by the Operator, its faculty, students, patrons, employees, guests or agents and/or (iv) any breach, default, violation or non-performance by the Operator of any term, covenant, condition, duty or obligation provided in this Charter including, but not limited to, the Accountability Plan (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Sponsor Indemnity or from any act or omission of the Operator required by law or the Operator's Charter.

22.3. To the fullest extent permitted by law, the Sponsor shall indemnify, defend and hold harmless the Operator, any successor entity thereto, and their respective members, officers, employees, agents, affiliates and representatives (collectively, the "Operator Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Sponsor, its members, officers, employees, agents, affiliates or representatives (ii) a violation of any law, statute, code, ordinance or regulations by the Sponsor, its members, officers, employees, agents, affiliates or representatives, and/or (iii) any breach, default, violation or non-performance by the Sponsor of any term, covenant, condition, duty or obligation provided in this Charter (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Operator Indemnitee or from any act or omission of the Sponsor required by law or this Charter.

22.4. This indemnification, defense and hold harmless obligation shall survive the termination of this Charter. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

**23. Covenants and Warranties of the Operator.** The Operator covenants and warrants as follows:

23.1. Compliance with Laws and Regulations. The Operator shall operate at all times in accordance with all applicable Federal and State laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender,

national origin, religion, ancestry, marital status, housing status or need for special educational services. The Operator will not partake in activities or events that foster the establishment of religion contrary to the first Amendment of the Constitution.

23.2. Compliance with Charter. The Operator shall operate at all times in accordance with the terms of its Charter.

23.3. Maintenance of Corporate Status and Good Standing. The Operator shall at all times maintain itself as a not-for-profit corporation under all applicable State laws, shall remain in good standing, and shall timely make all required filings to maintain its status and good standing. Upon request, the Operator shall provide the Sponsor with certified copies of its Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a not-for-profit corporation, its By-laws, and all amendments or modifications thereto.

#### **24. Cancellation/Termination of the Operator's Charter.**

24.1. The Sponsor may terminate the Operator's Charter pursuant to s.1002.33(8)(a), Florida Statutes, on any of the following grounds:

24.1.1. Failure to participate in the state's education accountability system created in s.1008.31, Florida Statutes, as required in this section, or failure to meet the requirements for student performance stated in the charter.

24.1.2. Failure to meet generally accepted standards of fiscal management.

24.1.3. Violation of law related to the operation of the school.

24.1.4. Other good cause shown.

24.2. Operator's committing and/or engaging in the following may lead to termination based on the definition above.

24.2.1. Failure to participate in required State assessment programs.

24.2.2. Failure to achieve Adequate Yearly Progress, for five consecutive years under requirements of the No Child Left Behind Act of 2001;

24.2.3. If the Operator or its representatives are found to have committed a material fraud related to the operation of the school or to have made a material misrepresentation in the Operator's charter school application and proposal;

24.2.4. Failure to implement a School Improvement Plan, as required;

24.2.5. Failure to make progress toward the stated mission of the Operator pursuant to the charter school application and the Operator's Charter;

24.2.6. Failure to deliver instructional programs or curricula identified in the charter school application or proposal;

24.2.7. Having 90 days or more delinquency in payments to vendors or inability to maintain adequate cash flow;

- 24.2.8. If the Operator files for voluntary bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Operator cannot continue to operate or the Operator is no longer economically viable;
  - 24.2.9. Failure to have an acceptable annual audit and timely submit financial reports or other reports required by State or Federal law or the terms of the Operator's Charter;
  - 24.2.10. Failure to manage public funds in accordance with the Generally Accepted Accounting Principles;
  - 24.2.11. Failure to maintain insurance coverage as described in this Charter;
  - 24.2.12. Failure to provide the Sponsor with required access to records;
  - 24.2.13. Violation of any court order pertaining to the operation of the Charter School;
  - 24.2.14. Breach of any covenant, warranty or obligation contained in the Operator's Charter;
  - 24.2.15. Failure to comply with any applicable building, fire or health code requirements;
  - 24.2.16. Failure to comply with all applicable Federal, State and local laws and regulations;
  - 24.2.17. 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 local government or other governmental agencies;
  - 24.2.18. Failure to provide Exceptional Student Education programs and services as required by Federal, State and local laws and policies; or
  - 24.2.19. Failure to provide English Language Learners with programs and services required by Federal, State and local laws and policies.
- 24.3. At least ninety (90) days before terminating the Charter, the Sponsor or its agents or representatives shall notify the Operator of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Operator's governing body may, within 14 calendar days after receiving the notice, request an informal hearing before the Sponsor. The district must conduct the hearing within 30 calendar days after receiving the written request.
- 24.4. The Sponsor, at its sole discretion, may send in financial and/or instructional experts from the Sponsor to advise and assist the Operator in improving the situations stated in the notice as grounds for termination. The Operator shall cooperate fully with such Sponsor personnel's attempts to assist the Operator. Failure to cooperate, or failure to significantly improve the noted situation(s) with such assistance, shall constitute further good cause for termination.

24.5. The Sponsor shall conduct the informal hearing within 30 calendar days after receiving a timely written request. The Operator's governing body may, within the 30 calendar days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to any applicable State law.

**25. Immediate Termination.** This Charter may be terminated immediately by the Sponsor with board action, if it is determined that the health, safety, or welfare of the students is threatened.

25.1. Except in cases of Good Cause or extreme danger to student health, safety, or welfare, the Sponsor agrees to provide, when practical and feasible, three (3) calendar days' notice before effectuating an immediate termination. The Sponsor must provide the basis for the termination in writing detailing the basis, and such findings should be made concurrently with the Sponsor's termination action. The Operator's governing board may, within fourteen (14) calendar days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to any applicable State or local law.

25.2. Upon immediate termination, the Sponsor shall assume the operation of the Charter School at least throughout any timely appeal by the Operator under State or local law. The Operator agrees that, upon receiving notice of the Sponsor's decision to immediately terminate the Charter, the Operator shall immediately give the Sponsor all the keys to the Charter School's facilities and all security-system access codes and access codes for all computers in the Charter School's facilities, and shall immediately make accessible all education and administrative records of the Charter School so that the Sponsor may properly assume operation of the Charter School. Moreover, within two (2) business days, the Operator shall turn over all records and information regarding the accounts of all of the public funds held by the Operator; and turn over all of the public property and public funds to the Sponsor. The Operator shall fully cooperate in the turnover to the Sponsor to ensure a smooth transition for the students.

25.3. The Operator's instructional and operational employees may continue working in the Charter School during the time that the Sponsor operates the Charter School. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during this time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the Charter School. Additionally, the Sponsor may elect to void contractual agreements.

25.4. Any unencumbered public funds from the Charter School, any Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the Charter School, in the possession of any person, entity, or holding company, other than the Charter School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

25.5. If the Operator prevails in an appeal, the Sponsor shall, within three (3) business days, return keys, security codes, and the facility itself to the Operator. In that case, the Operator's employees will continue as employees of the Operator, and the governing board of the Operator shall resume operation and oversight of the charter

School. However, the Charter still may be terminated on 90 days' notice if grounds for such termination exist.

- 25.6. If the Operator appeals and is not successful, the Sponsor shall allow the Operator's governing body to retrieve any personal belongings of its members from the Charter School, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor.

**26. Post Termination Matters.**

- 26.1. In the event that the Charter School is required to cease operation for any reason including but not limited to non-renewal, pursuant to Florida Statute §1002.33(8), the provisions of the School Closure Protocol, incorporated herein as Exhibit \_\_\_\_\_, shall take effect immediately.
- 26.2. In cases of non-renewal or termination of the Charter, the Charter School shall be dissolved. The governing body agrees not to dissolve until it has concluded all affairs connected to the non-renewal or termination of the Charter. Student records shall be turned over to the Sponsor within 3 business days; and copies of all administrative, operational, and financial records of the Operator shall be provided to the Sponsor on the date the termination/non-renewal takes effect. A final audit report and the final accountability report shall be submitted for the immediate fiscal and school year.
- 26.3. In the event the Operator's Charter is terminated, any property, improvements, furnishings and equipment purchased with public funds shall automatically revert to the Sponsor (subject to any lawful liens and encumbrances).

**27. Intervention.**

- 27.1. The Sponsor retains the right to institute an intervention or to require the Operator to enter into a school improvement plan as required under Federal or State law for the purpose of addressing any defaults or deficiencies in the operation of the Charter School.

- 28. Disputes.** If a conflict arises out of the terms, construction, or rights or obligations contained in this Contract, the Sponsor or the School may commence action in accordance with the guidelines stipulated in Fla. Statute, § 1002.33(6)(i).

- 29. Governing Law.** The Operator's Charter shall be governed by, subject to and construed under the laws of the State of Florida without regard to its conflicts of law provisions.

- 30. Waiver.** No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

- 31. Counterparts; Signature by Facsimile.** The Operator's Charter may be signed in counterparts, which shall together constitute the original agreement of the Parties. Signatures received by facsimile (with confirmation thereof) by either of the parties shall have the same effect as original signatures.

**32. Modification.** The Operator's Charter, including the application materials attached as Exhibit \_\_\_\_\_, may not be modified during its initial term or any renewal term, unless such modifications shall be executed by both Parties in writing.

**33. Assignment.** This Charter may not be assigned or delegated by the Operator under any circumstances, it being expressly understood that this Charter runs solely and exclusively to the Operator.

**34. Notices.** Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if it is delivered by hand, overnight courier, facsimile (with confirmation thereof), or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the Parties at the following addresses:

**[Insert party addresses]**

**35. Severability.** In the event that any provision of the Charter shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have made and entered into this Charter as of the Effective Date stated above.

**[Insert name of Sponsor]**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

**[Insert name of Operator]**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_