

School District of Indian River County

1990 25th Street • Vero Beach, Florida, 32960-3395 • Telephone: 772-564-3000 • Fax: 772-569-0424

Frances J. Adams, Ed.D. - Superintendent

June 26, 2013

Mr. Ken Miller
North County Charter School, Inc.
6640 Old Dixie Highway
Vero Beach, Florida 32967

Re: Renewal North County Charter Contract

Dear Mr. Miller:

Please find enclosed Renewal Charter School Contract between The School District of Indian River County and North County Charter School, Inc. approved by the School Board June 25, 2013.

Yours truly,

Ellen McDonald
ESE Administrative Assistant

Enc.

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1



Jeffrey Pegler
District 2



Matthew McCain
District 3



Carol Johnson
District 4



Claudia Jiménez
District 5

"To serve all students with excellence"
Equal Opportunity Educator and Employer

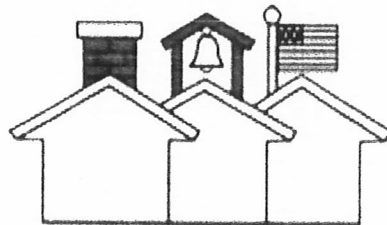
Renewal Charter School Contract

between

The School Board of Indian River County, Florida

and

North County Charter School, Inc.



The School Board of Indian River County

1990 25th Street • Vero Beach, Florida 32960-3395

Telephone: (772)564-3000 • Fax: (772)569-0424

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Exhibits

Exhibit A – Charter Application
Renewal Application

RENEWAL CHARTER SCHOOL CONTRACT

This Renewal Charter School Contract (“Contract” or “Charter”) is entered into this 25th day of June, 2013, between **The School Board of Indian River County, Florida** (“School Board” or “Sponsor”), the contracting body for the School District of Indian River County (the “District” or “School District”) and **North County Charter School, Inc.**, a not-for-profit corporation, organized under the laws of the State of Florida (“Charter School” or “School”) with a principal place of business at 6640 Old Dixie Highway, Vero Beach, Florida 32967.

RECITALS

WHEREAS, the purpose of the School shall be consistent with Section 1002.33, Florida Statutes (the “Charter School Legislation”), and as outlined in the Charter Application; and

WHEREAS, the School has submitted a Renewal Application to obtain Renewal Charter to continue operating a Charter School within the School District; and

WHEREAS, the core philosophy and purpose of the School is to demonstrate that students can learn at high levels, through an academically rigorous and innovative curriculum that incorporates the development of good character. Essential to the achievement of this mission is the establishment of a community of learning – a community built upon the foundation of academic integrity and personal responsibility. The vision and purpose of the North County Charter School is to demonstrate that students will achieve a high level of academic success when taught: (1.) appropriate reading skills, (2.) the necessary student and organizational skills, and (3.) a strong character building curriculum. Key ingredients to the success of the School will include emphasis on developing strong reading skills (work attack skills, fluency vocabulary development and comprehension, a desire/love for reading) coupled with developing the student into “a good student” with study skills, critical thinking skills, and other “good student” habits, and promoting character development. All students, parents, teachers, administrators and the Board of Directors will be held accountable for the continuous cycle of planning, evaluation, and refinement; and

WHEREAS, key components of the School will include high academic achievement, dedicated and professionally competent staff, and the creative involvement of parents/guardians, and School will be held accountable to its Sponsor, students, parents/guardians, and the community at large through a continuous cycle of planning, evaluation and refinement.

NOW, THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

I. General Provisions

- A. Recitals.** Recitals in the Whereas clauses are incorporated herein and made part of this Contract.
- B. Approved Application.** It is the intent of the parties that this Charter shall constitute the School's Charter. The original Application was approved by the School Board on August 11, 1998. The renewal application was approved by the School Board on April 9, 2013.
- C. Term.**
- 1. Effective Date.** This Renewal Charter shall become effective July 1, 2013.
 - 2. Term.** Unless terminated earlier pursuant to §1002.33, Florida Statutes, or pursuant to the terms hereof, this Charter shall cover a term of 15 school years, commencing with the 2013-2014 school year. The Charter shall expire on June 30, 2028.
 - 3. Start-up Date.** The initial opening date for students of the School shall be the same date that school is opened for students for the School District of Indian River County for school year 2013-2014. In all subsequent years of operation, the School will follow the public school calendar adopted by the School Board unless otherwise approved by an amendment to this Charter. The School shall provide instruction for a minimum of 180 days for each school year or the amount required by Florida law. The School may provide instruction for additional days.
 - 4. Modification.** This Charter may be modified during its term by mutual agreement of the parties and any modifications shall be agreed to in writing and executed by both parties.
 - 5. Renewal.** This Charter may be renewed upon mutual consent of the parties and mutual execution of a written renewal in the manner required by law. The School Board may choose not to renew for the grounds listed in paragraph I.E.

D. Educational Program and Curriculum.

1. **General.** The Charter School agrees to implement its educational and related programs as specified in the School's Application and renewal application.
 - a. To improve overall academic performance of students through the emphasis on reading achievement, "good student" skill development, and character development. The academic curriculum will be based around a phonics based program designed to meet the individual needs of beginning readers. An integrated reading program within the various subject areas using a thematic approach to instruction coupled with attention to mastery of knowledge and skills will be the basis of the curriculum and the criterion for student advancement. In addition we will expand on its content and use creative and innovative methods of delivery making challenging learning experience for all students.
 - b. Develop lessons to accommodate the learning styles and reading levels of the student. Lessons and/or assignments will provide opportunities for students to discuss, question, analyze, interpret, compare and contrast, and draw inferences. Creative innovative "nontraditional" assignments will be developed by the teaching staff and their support group of community professionals and the Board of Directors, and opportunities to acquire knowledge through the different modalities will be offered on a regular basis. Pre-testing, post-testing, mastery tests, and norm referenced tests may be used to assist determining planning strategies and content of instruction. Classroom learning will be integrated with onsite, field learning opportunities organized by teachers and local resource partners.
2. **Baseline Standard.** The Charter School agrees to document to the School Board the current baseline standard of student achievement for its students, the outcomes to be achieved, and the method of measurement, which will be mutually agreed upon and identified in the School's Curriculum. Further, it is agree that:

- a. The School will strive to maintain and improve the percentage of 4th grade students scoring at or above proficient on the state mandated writing assessment. (current performance is 91% proficient in writing)
 - b. The School will strive to maintain and improve the percentage of students, who have assessment data available for the previous school year, showing a growth of one year or more on the state reading and mathematics assessments. (current performance is 83% in reading and 64% in math)
 - c. The School will strive to maintain and improve the percentage of students, who have assessment data available for the previous year and scoring in the lowest 25%, showing a growth of one year or more on the state reading assessment and the state mathematics assessment. (current performance is 83% proficient in reading and 64% proficient in math)
 - d. The school will utilize assessment materials that are approved by the Florida Department of Education.
 - e. The School will comply with all Florida State curriculum and assessment standards as described by law.
3. **Accountability Criteria.** The methods used to identify the educational strengths and needs of students and the educational goals and performance standards and Student Achievement Objectives. These accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessment programs, as specified in the School Curriculum. Additionally, the School will require the measurement of learning outcomes and create innovative measurement tools by requiring that the School's teaching staff evaluate students through comprehensive and norm referenced assessment tools. Further, the School will submit to additional evaluative instruments such as pre-tests and post-tests. The number of assessment tests, and the frequency of tests, will be determined by the School staff but will be adequate to accurately track the progress of all its students.

E. Non-Renewal/Cancellation and Termination.

1. **Non-Renewal Provisions.** During the term of the Charter or any renewal thereof, the School Board may choose to cancel the Charter for any reason as defined in § 1002.33 Florida Statutes and under the Ninety (90) Day Termination procedures in this contract. The following may be grounds for non-renewal or termination:
 - a. Failure to participate in the State's education accountability system created in Section 1008.31, Florida Statutes.
 - b. Failure to meet the requirements for student performance stated in the Charter.
 - c. Failure to meet generally accepted standards of fiscal management, which includes but is not limited to negative fund balance in any governmental fund as reported in a budget or audit report.
 - d. Violation of law, or the provisions of this Charter.
 - e. Any action by the Charter School that is detrimental to the welfare of the Charter School students and is not timely cured after notice.
 - f. Other good cause shown, which shall include, but not be limited to:
 - i. the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable as determined by Section 218.503, Florida Statutes;
 - ii. failure of the School's annual audit to comply with the requirements specified in this Charter or the School's failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes, or by this Charter;
 - iii. the School's failure to maintain insurance coverage as described in this Charter;

- iv. the School's violation of any court order;
- v. the School's failure to implement any financial recovery plan approved by the Commissioner of Education pursuant to Section 218.503, Florida Statutes;
- vi. the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years, or more than once during any one fiscal year;
- vii. a failure by the School to comply with background screening, including the payment of all associated costs, and other requirements set forth in Section 1002.33(12)(g), Florida Statutes;
- viii. the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency committee to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to Section 218.503. Florida Statutes;
- ix. the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- x. the School's failure to timely submit the annual financial audit as required by the Charter School Legislation;
- xi. the School's failure to comply with Chapter 553, Florida Statutes (including Chapter 423 of the Florida Building

Code, where applicable), and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

- xii. the School's failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;

2. **Ninety (90) Day Termination.** At least ninety (90) calendar days prior to renewing, or termination of this Charter, the School Board shall notify the governing board of the Charter School of the proposed action in writing. This written notice shall state in reasonable detail the grounds for the proposed action and that the Charter may be terminated in the sole discretion of the School Board unless the governing board of the Charter School shall request a hearing in accordance with the procedures specified hereinafter.

The hearing procedure shall be as follows: The governing board of the Charter School may request a hearing on the proposal of the School Board to non-renew or terminate this Charter within fourteen (14) calendar days after receiving the School Board's Notice. The request for hearing shall be in writing, served on the Superintendent and the Attorney for the School Board, and the request shall specify the issues that the governing board of the Charter School wishes to address during the course of the hearing. Upon the receipt of a timely written request for a hearing, the School Board shall abate any action to formally terminate or non-renew the Charter until such time as the hearing procedure is completed. The School Board shall conduct the hearing within sixty (60) days of receiving the written request for hearing, and after conducting the hearing, the School Board will make a decision regarding the allegations of default and whether the Charter should be terminated. The hearing will be conducted in accordance with Sections 120.569 and 120.57, Florida Statutes. The Charter School may appeal the decision of the School Board pursuant to procedures specified in the Charter School legislation.

3. **Immediate Termination.** This Charter may be terminated immediately if the School Board sets forth in writing the facts and circumstances indicating that an immediate and serious danger to the health, safety, or

welfare of the students exists (§ 1002.33 Florida Statutes). The governing board of the Charter School may request a hearing on the immediate termination within ten (10) calendar days after receiving the School Board's notice. The request for a hearing shall be in writing, served on the Superintendent and the attorney for the School Board, and the request shall specify the issues that the governing board of the Charter School wishes to address during the course of the hearing. The hearing will be conducted by the School Board in accordance with Sections 120.569 and 120.57, Florida Statutes. The School Board will expedite the scheduling of the requested hearing, and a final order will be issued within sixty (60) calendar days after the date of the request. The School Board shall assume the operation of the school during the pendency of the requested hearing, unless the continued operation of the school would materially threaten the health, safety or welfare of the students in the sole determination and discretion of the School Board, and the Charter School agrees that it will cooperate and will not impede the School Board as it takes such action.

4. **Post Termination Provisions.** Provisions of termination, expiration or non-renewal of the Charter shall be followed in accordance with § 1002.33 Florida Statutes:
 - a. The charter school shall be dissolved.
 - b. All student records, assets, unencumbered funds, facilities, supplies and equipment that have been purchased with public funds owned and not leased by the Charter School or which would otherwise be due and payable or deliverable to the Charter School shall instead be delivered to, retained and owned by the School Board, provided, however, that all capital outlay funds shall be returned as required by law.
 - c. Any property and improvements, furnishings, and equipment purchased with public funds shall automatically revert or transfer as the case may be to full ownership by the School Board (subject to any lawful liens and encumbrances).
 - d. The Charter School is responsible for all debts of the Charter School. The parties acknowledge that the School Board may not assume the debt from any contract made between the Charter

School and a third party, except for a debt that is agreed upon in writing by the School Board to be accepted by it.

- e. Any student who attended the Charter School may apply to and shall be enrolled in another public school within the school district in which such student resides and in accordance with the normal application and enrollment procedures, except that any application deadline shall be disregarded under these circumstances.
- f. The Charter School shall submit all records to the School Board within ten (10) days, unless the records are necessary for providing services to current students which records will be produced at the time of takeover of the Charter School.
- g. During the fiscal year in which termination or nonrenewal occurs, the School Board shall withhold \$12,000.00 from Charter School's FEFP funds to cover the expenses of the final financial audit.

F. Statutory Requirements

- 1. **Health, Welfare and Safety.** The Charter School shall comply with all applicable federal, state, and local health, welfare, and safety laws.
- 2. **Non-Discrimination.** The Charter School agrees to adhere to a policy of non-discrimination in educational programs and activities and employment practices. It will strive affirmatively to provide equal opportunity for all as required by federal and state law, including but not limited to:
 - a. Title VII of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, color, gender, religion or national origin).
 - b. Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of gender).
 - c. Age Discrimination Employment Act of 1967 (prohibiting discrimination on the basis of age with respect to individuals who are at least forty years of age).

- d. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against the disabled).
 - e. Americans with Disabilities Act of 1990 (prohibiting discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications).
 - f. The Family and Medical Leave Act of 1993 (requiring covered employers to provide leave to eligible employees for certain family and medical reasons).
 - g. Florida Educational Equity Act (prohibiting discrimination on the basis of race, gender, national origin, marital status, or disability against a student or employee).
 - h. The Florida Civil Rights Act of 1992 (securing for all individuals in the State of Florida freedom from discrimination because of race, color, religion, gender, national origin, age, disability or marital status).
 - i. Laws providing preference to veterans in employment, including Section 295.07, Florida Statutes.
3. **Charter School Legislation.** The parties agree to comply with the provisions of Section 1002.33, Florida Statutes, as such section shall be amended from time to time, and all other applicable laws and regulations regarding charter schools. If any conflict exists between the provisions of the Application or this Contract and any specific provision of law, then the provisions of the law shall be prevailing. The School shall be bound by amendments to applicable statutes, rules and regulations, as any such amendments take effect.
4. **Ethics in Education.** The Charter School shall comply with ethical conduct for instructional personnel and school administrators as defined in § 1012.01, Florida Statutes.

II. Academic Accountability

A. Student Performance: Assessments and Evaluation.

1. **Annual.** The School will annually implement its educational program as specified in the School's approved application (**Exhibit A**), setting forth the Schools' curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with the State adopted standards or the standards required by State law, and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian and shall ensure that its program is innovative and consistent with the state educational goals.
 - a. **School Improvement Plan (SIP).** The School's Governing Board shall develop a School Improvement Plan ("SIP"), if required by §1002.33, Florida Statutes.
 - b. **Corrective Action.** The School shall comply with all requirements of §1002.33(9)(n), Florida Statutes. The failure to promptly comply with these statutory requirements shall result in the withholding of FTE payments, without penalty of interest, until the violation is cured and constitutes good cause for termination.
 - c. **Annual Assessments.**
 - i. **State-Required Annual Assessments.** The School will annually administer all state-required assessments to its students, within the State timeframe during each year of the term of the Charter. In accordance with the provisions of §1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training,

dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in any year using the same assessment instrument that the Sponsor uses in the spring of that year.

- ii. **Additional Annual Assessments.** The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

- B. **Student Promotion.** The School agrees that its students shall be promoted in accordance with Florida Statutes.
- C. **Data Access and Use.** The School agrees to allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade scales that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g. staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, FCA T scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense other than for the aforementioned services that is not included as part of the Sponsor's administration fee under §1002.33(20), Florida Statutes, will be the responsibility of the School.
- D. **Records and Grading Procedures.** Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading scale that is consistent with the Sponsor's current records and grading scales.

- E. **State Student Performance Requirements.** The School will be accountable for meeting the state's student performance requirements as required by Florida Statutes.
- F. **Annual Accountability Report.** The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the Florida Department of Education each year during the term of this Charter, as required by §1002.33, Florida Statutes. The Annual Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the State- This Annual Accountability Report shall be prepared pursuant to statutory requirements which shall include, but not be limited to, comparative student performance data and information required by § 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include information as required by the Florida Department of Education.
- G. **School Performance.** The School shall participate in Florida's System for High Quality Schools. In the event the School receives a school grade of "D" or below then the School will be required to select a corrective action option as defined by § 1002.33 Florida Statutes.

III. Students

- A. **Eligible Students.** The parties agree that the Charter School shall serve eligible Indian River County students who reside within Indian River County. However, the school may enroll employee's students that reside in another county with the resident's school district approval.
 - 1. The School further agrees that it will work to achieve a racial/ethnic balance within the range served by other public schools in the District; that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, The Florida Education Equity Act or any other

anti-discrimination law. The School shall guarantee that its admissions policies shall be nonsectarian.

2. No student will be eligible for enrollment unless the student is in “good standing” with his or her regular school district. A student is not in good standing if the student is subject to expulsion or has been administratively placed in an alternative educational program for disciplinary reasons.

B. Grades Served. The School may serve students in grades PreK-5.

C. Class Size. The School acknowledges and agrees that it must comply with the class size reduction provisions set forth in § 1002.33 Florida Statutes.

D. Annual Projected Enrollment. The School shall provide to the Sponsor its projected FTE enrollment for the upcoming school year by no later than November 15 of the current school year during the term of this Charter.

E. Annual Capacity Determination. Maximum school enrollment capacity shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School.

F. Enrollment Process.

1. The School shall be open to any student within Indian River County.
2. The School agrees to enroll any eligible student who submits a timely application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random lottery process.
3. Enrollment is subject to compliance with the provisions of §1003.21 and §1003.22, Florida Statutes, concerning school attendance, and school entry health examination and immunizations.

G. Record Keeping

1. The Charter School will maintain both active and archival records for current and former students in accordance with the Florida Statutes and Florida Administrative Code Rule 6A-1.0955.
 - a. All permanent (Category A) records of students leaving the Charter School, whether by graduation, transfer to the public school system, or withdrawal to attend another school, will be transferred to the School Board, IS Department, at 1990 25th Street, Vero Beach, Florida 32960-3395. Copy may be retained by the School.
 - b. Records of student's progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the traditional Indian River County Public School System or another school system. The School may retain copies of the departing students' academic records created during the students' attendance at the School.
2. The School will insure that all student records are kept confidential as required by applicable law.
3. The School agrees to report its student enrollment to the School Board as required in Section 1011.62, Florida Statutes, and in accordance with the definitions in Section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The School Board agrees to include the School's enrollment in the District's report of student enrollment. In order to receive full FTE funding, the School shall provide all required information within the same time schedule required for other Indian River Schools. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for such inaccuracies, errors or omissions, provided the School Board has sent notice to the School of such audit and alleged errors to afford the School the opportunity to challenge or appeal such audit findings.
4. The School Board agrees to utilize its existing automated reporting system to input data required for various reports required by the Department of

Education. The School agrees to provide the necessary data required for input in a format acceptable for transmission to Tallahassee. The data elements shall include the following:

- a. Demographic Information
- b. ESE data
- c. Grade Level Assignments
- d. Required health information
- e. Required Discipline Codes/Incident Data
- f. Daily Attendance
- g. Student Schedules
- h. Teacher Demographics
- i. Master Schedule
- j. ESOL/Migrant Codes
- k. ERW (Entry, Reentry, Withdrawal) Information
- l. Test Scores
- m. Transcripts
- n. Student Lunch Information as Required

The School Board may modify the required data elements and the parties will work cooperatively so that the proper data is transmitted.

5. An annual report from the School will be transmitted to the IS Department, 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 School Board or other disposition if appropriate. This report shall be transmitted each year prior to July 1st.

H. ESE Students

1. The School shall comply with all State and Federal guidelines as described in § 1002.33, Florida Statutes. Exceptional students shall be provided with programs implemented in accordance with Federal, State, and local policies and procedures:
 - a. The Individuals with Disabilities Education Act (IDEA) and its implementing regulations.
 - b. Section 504 of the Rehabilitation Act of 1973, and the Indian River County policies and procedures for Section 504.
 - c. Americans with Disabilities Act.
 - d. Florida's Education Equity Act.
 - e. FLDOE Special Programs and Procedures manual and The Indian River County Admission and Placement Manual and its accompanying forms.
 - f. Appropriate sections of the Indian River County Pupil Progression Plan dealing with exceptional students.
 - g. Appropriate sections of the Indian River County Code of Student Conduct dealing with discipline of exceptional students.
2. The programs shall include, but are not limited to, providing the following:
 - a. Non-discriminatory policy regarding placement, assessment identification, and selection.
 - b. Free appropriate public education.
 - c. Individual educational plans ("IEP"). The School will work closely and as early as possible in the planning and development stages with School District staff to discuss the needs of the School's students with disabilities when the nature and severity of the

disabilities is such that education in the regular classes with the use of supplementary aides and services cannot be achieved satisfactorily.

3. The School will follow the School Board's Special Programs and Procedures Document and the Admissions and Placement Manual and forms, with respect to any activity involving referral of students, initial referrals, initial evaluations, reevaluations, transfers in and out, staffing, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards and the due process provisions.
4. The School will comply with IDEA requirements at all times and complete federal and state reports in accordance with the time lines and specifications of the Florida Department of Education.
5. The School will make available the amount of regular education and special education and related services listed on each student's IEP. Also, the School will make available appropriate inclusion environments as may be stated on the student's IEP.
6. The school shall recognize the precedential effect on the School Board of administrative and judicial decisions in ESE due process proceedings and related litigation. Payment of attorney's fees and costs shall be the School's responsibility.

I. ESOL Students

1. Students at the School who are of limited proficiency in English will be served by English Speakers of Other Languages (ESOL) endorsed personnel or teachers otherwise in compliance with DOE rules by working towards such ESOL endorsement. The School will meet the requirements of the League of the United Latin American Citizens (LULAC) v. State Board of Education Consent Decree.

J. Discipline

1. The School agrees to maintain a safe learning environment at all times. The School shall be guided by Florida state law.

2. A student may be suspended for a disciplinary violation to the extent that suspension is a stated penalty in the code of student conduct in the school's student/parent contract and/or handbook.
 3. Behaviors outlined in the School's student/parent contract and/or Handbook are grounds for disciplinary action.
 4. The School agrees to comply with the federal Gun Free Schools Act of 1994, and the state's Zero Tolerance regulations, and any other applicable state and/or federal law pertaining to the health, safety, and welfare of students.
- K. Student Dismissal.** No student may be involuntarily dismissed or withdrawn from the School except as permitted by School's policy and/or parent contract. Withdrawal of any student by a parent shall be voluntary and not as the result of coercion on the part of the School staff or any other persons.
- L. Extracurricular Activity.** Students at the School will be eligible for participation in extracurricular activities and athletic opportunities at the School to the extent such programs or sports are offered.

IV. Financial Accountability

A. Revenue

1. Basis for Funding.

- a. **Student Reporting.** The School Board agrees to pay the School for eligible students enrolled in and taught by the School in accordance with the Charter School Legislation, and that have been successfully entered into the School Board's student system. Students enrolled in the School shall be funded as if in a basic program or a special program, the same as students enrolled in other public schools in the District. The School shall report its student enrollment to the School Board as required in Section 1011.62, Florida Statutes. The School Board shall include the School's enrollment in the School Board's enrollment. Total funding for the School will be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted FTE students reported by the School during the FTE student survey periods

designated by the Commissioner of Education. Funding for students enrollment in the School shall be a proportionate allocation of School Board operating funds according to the formulas prescribed by the Department of Education. Whenever the School's students or programs meet the eligibility criteria, the School shall also receive its proportionate share of categorical programs funds included in the FEFP. The School shall provide the School Board with documentation that categorical funds received by the School were expended for purposes for which the categorical funds were established by the Legislature. The School shall not be entitled to monthly payments for students in excess of the number of students set forth in paragraph III.A.1 and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid. If School owns and operates a bus or buses, transportation funding shall be allocated based on the number of unweighed FTE riding on the School's owned and operated bus(es) that are authorized by the Superintendent, or the Superintendent's designee.

- b. **Distribution of Funds.** Distribution of funds to the School shall begin in July 2013. The School Board shall pay the School one-twelfth of the available funds as set forth in IV (A) less the administrative fee within ten working days of receipt by the School Board of a distribution of State or local funds. If payment is not made within ten (10) working days after receipt by the School Board, the School Board shall pay to the School, in addition to the amount of the invoice, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) working day period until such time as the payment is made. Payments due the School may be reduced or withheld for failure of the School to comply with the financial reporting requirements of this Charter, after notice and a ten-day cure period. No interest will accrue during such periods for which funds are withheld.

- c. **Funding Adjustment.** Total funding shall be recalculated during the school year to reflect actual weighted FTE ("WFTE") students

reported by the School during the FTE student survey periods. Additionally, funding for the School shall be adjusted during the year as follows:

- i. In the event of a State hold back or a proration which reduces district funding, the School's funding will be reduced proportionately.
- ii. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature (as defined in sec. 1011.62(1)(d)3), resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

Should the School Board receive notice of an FTE funding adjustment which is attributable to substantial noncompliance by the School, the School Board shall deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of the Charter where no further payments are due the School, the School Board shall provide prompt notice to the School and request reimbursement within thirty (30) working days.

2. **Federal Funding.** Any eligible student enrolled in the School shall be provided Federal funds for the same level of service as provided other eligible students in the schools operated by the School Board. The School will comply with all guidelines, requirements and conditions for the receipt of the federal funding as applies to other District schools. Federal funds shall not be advanced to the School, but shall be held by the School Board and reimbursed to the school in accordance with standard procedures of the School Board's purchasing and financial accounting systems.

- a. Any Title 1 funds allocated to the School must be used to supplement the CORE academic subject areas for eligible students participating in the Title I Program. These students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year.

- b. If the School qualifies as an eligible Title I school in Indian River County, the per pupil allocation of Title I funds will correlate with the per pupil allocation of the District.
 - c. Any equipment item purchased with Title I funds costing \$1,000.00 or more, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I. This property must be identified and labeled for Title I property audits.
 - d. If the School accepts Title 1 funds, at least one percent of the School's budget must be spent in support of parental involvement activities.
 - e. The District Title I staff will provide appropriate technical assistance and support in order to ensure that Title 1 guidelines are being followed at the School and that students are meeting high content and performance standards.
 - f. The District shall apply Federal Indirect Costs on all grants administered by the District and allowable by the federal grant.
3. **Charter School Capital Outlay Funds.** After the Sponsor's certification of a Capital Outlay plan submitted by the School, the Sponsor shall deliver any public capital outlay funds [hereafter "CO Funds"] that are allocated and prorated to the School by the Commissioner of Education within ten (10) working days of the delivery of such funds to the Sponsor by the Commissioner of Education. The property and/or improvements purchased by the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to the Sponsor pursuant to §§ 1002.33(8)(e) and 1013.62(3), Florida Statutes, and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of this Charter, or (b) the material breach of this Charter by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the school which have not been reimbursed by CO Funds or public funds shall be property of the School should the Charter terminate or not be renewed. However, ownership of an asset shall revert to the Sponsor in the event of termination or non-renewal of this Charter if the School's accounting records fail to clearly establish whether

a particular asset was purchased with CO Funds or public funds or from another funding source. Except as otherwise provided herein and except for any interest conferred upon the Sponsor by applicable law or this Charter and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. The Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this section shall constitute a material breach of this Charter and good cause for its termination. The School shall provide Sponsor's Finance Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Finance Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Governing Board. However, for items with a depreciated value in excess of \$5,000, prior written permission by the Superintendent of the School District or designee is required.

4. **Fund Availability.** The performance by the School Board of its obligations under this Charter shall be subject to and contingent on the availability of monies lawfully appropriated for such purposes.
- B. **Administrative Fee.** The School Board shall retain an administrative fee from the available public funds for the administration of this Charter as allowed by Florida law.
 - C. **Medicaid School Match Program Participation.** Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA, Part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students at the School.

- D. Restriction on Charging Tuition.** In accordance with the provisions of §1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.
- E. Allowable Student Fees.** The School further agrees that it shall not charge fees except for those fees allowed by law, i.e., uniforms, extended day, field trips, paid lunches, etc.
- F. Budget.**
- 1. Annual Budget.** The School shall provide the School Board with annual preliminary and original budgets in the format prescribed by the School Board. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget. The tentative budget is due June 30 of the preceding school year, and the original budget is due September 30 of the school year.
 - 2. Amended Budget.** In the event that the School's Governing Board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) calendar days of its approval by the School's Governing Board.
- G. Financial Records, Reports and Monitoring.**
- 1. Maintenance of Financial Records.** For financial reporting, the School shall adopt the governmental accounting model as adopted by the Governmental Accounting Standards Board, and shall utilize the standard state codification of accounts as contained in the Financial Program Cost Accounting Reporting for Florida Schools. Federal, state, and local funds shall be maintained according to existing mandates and practices, i.e., separate funds for federal funds and state and local funds. The School shall maintain a separate bank account for school funds and shall not commingle school funds with funds of any other entity. All funds received by the School shall be immediately deposited into this account. Withdrawals shall be permitted only for School operating expenses as authorized by the approved budget.
 - 2. Financial and Program Cost Accounting.** The School shall conduct an annual cost accounting in a form and manner consistent with generally accepted governmental accounting in Florida.

3. **Financial Reports.**

- a. **Monthly Financial Reports.** The School will provide monthly or quarterly financial reports in the format as prescribed by the School Board, to be delivered to the School Board no later than the thirtieth (30th) day of the following month. These financial reports shall be cumulative. The reports shall include balance sheet and revenue and expenditure information in detail commensurate with the original budget. As such, they shall have individual columns for each fund:
- i. Assets, liabilities, fund balances for each fund type
 - ii. The original budget as approved by the School
 - iii. Current budget as approved by the School
 - iv. Revenues and expenditures, year-to-date
 - v. The budget balance (excess or deficiency of budgeted to actual)
- b. **Annual Property Inventory.** The School shall comply with Chapter 274, Florida Statutes, and Rules of the Chief Financial Officer, State of Florida, which prescribe requirements for marking, recording and accounting for tangible personal property. On or before September 20 in each year during the term of the Charter, or any renewal thereof, the School shall provide to the School Board a list of all real and tangible personal property that was purchased with public funds and a list of all real and non-consumable tangible personal property that was purchased with private funds valued at greater than \$1,000.00 each. Tangible personal property shall be identified as required by the first sentence of this subsection and real property shall be identified by address and parcel number. In addition thereto, and without limitation, the list shall set forth with respect to such property a unique identifier or property identification number, a description of the property, the date of its acquisition, its acquisition cost and accumulated depreciation to the immediately preceding June 30.

c. **Annual Financial Reports.** The School shall provide the School Board with annual financial reports in the format prescribed by the School Board. These reports must include a complete set of financial statements formatted by revenue source and expenditures, and detailed by function and object, a program cost report, and a report of categorical program revenues and expenditures in accordance with the following time line:

- i. Unaudited financial statements no later than August 20 of each year;
- ii Program cost report no later than September 1 of each year;
- iii. Reports of categorical program revenues and expenditures no later than September 20 of each year.

d. **Financial Audits.** The School shall provide for an annual financial audit as required by law. The financial audits shall be performed by a qualified, independent certified public accountant paid for by the School and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes. The audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The audited reports shall show all revenues received from all sources and all expenditures. The reports shall be a complete presentation in accordance with generally accepted accounting principles including management's discussion and analysis ("MD&A"). MD&A may be omitted from the audit with the consent of the School Board. Audited financial reports are due by the following dates:

- i. Audited financial statements for the School no later than September 20 of each year;
- ii In the event the School retains a company to manage the operations of the School, audited financial statements of the management company no later than September 20 of each year; provided, however, if all fees, costs and expenses of

the School are paid from School accounts, then such statements shall not be required.

- iii. In the event the School becomes a component unit of the School Board, audited financial statements no later than September 20 of each year. On June 30 of every year during the term of the Charter, or any renewal thereof, the School shall certify to the School Board that it operates charter schools in Florida, and outside the boundaries of Indian River County, or notify the School Board that it no longer operates Charter schools in Florida outside the boundaries of Indian River County. Such certification or notification shall be in writing and given in the manner provided in this Charter for giving notice.
- iv. The funding for any subsequent year or Contract extension if approved by the School Board shall be withheld by School Board if the audit is not received by its due date, and funds will be released according to the terms of the Contract upon receipt of audit in proper form.

In the event the financial audit reveals a state of financial emergency as defined in Section 218.503, Florida Statutes, or deficit financial position, the School shall notify the School Board in writing within seven (7) calendar days after the determination of the state of financial emergency or deficit position. Within thirty (30) calendar days thereafter, the School shall provide to the School Board a written, detailed financial recovery plan.

- e. **Other Financial Reports and Audits.** The School shall provide other financial reports in the format and according to the timelines prescribed by the School Board. The School Board may require a special purpose audit based on reasonable suspicion of fiscal mismanagement, and, in such event, Sponsor shall pay all fees and costs of the special purpose audit. Notwithstanding the foregoing sentence, School Board reserves the right to perform additional audits at its expense as part of the School Board's financial monitoring responsibilities as it deems necessary.

4. **School's Fiscal Year.** The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

5. **Financial Recovery Plans.** If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a detailed Financial Recovery Plan with the Sponsor within Thirty (30) days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each Financial Recovery Plan will be prepared in accordance with guidelines established by the Florida Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's Governing Board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Financial Recovery Plan within One (1) year or if the School exhibits One (1) or more financial emergency conditions for Two (2) consecutive years. If any Financial Recovery Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly

implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

6. **Corrective Action Plans.** The Governing Board of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan. If any corrective Action Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within One (1) year. The School and Sponsor's staff will conduct quarterly meetings to monitor progress upon any Corrective Action Plan.
7. **Reports/Right to Inspect.** The parties agree that the School Board, with reasonable notice, may request and the School shall provide reports on School operations and student performance. The School Board has the right to inspect all records of students attending the School and all financial records of the School upon reasonable notice. The School shall take any measures necessary to insure that the School Board has access to those records.
8. **Loans Prohibited.** The School may not make any loans or advances of School funds without the express written consent of the School Board. The School shall provide copies of long-term loan, lease, capital lease, lease-purchase, or any other long term obligation in excess of \$25,000 to the School Board. For the purpose of this section, long-term obligation is defined as any obligation not reported as a liability on the governmental funds balance sheet.
9. **Contracts.** In the event the School enters into an agreement with any person or entity for the management of the School, either the School or the management entity shall provide copies of any long-term purchase, lease, or lease-purchase in excess of \$25,000.00, to the School Board. Purchases, leases and lease-purchases with the same or related entities shall not be split into multiple transactions to circumvent this requirement. For the purpose of this section, long-term obligation is defined as any obligation not reported as a liability on the governmental funds balance sheet.

10. Additional Requirements. The School Board and Charter School will adhere to any additional requirements mandated by the Florida Department of Education or required as the result of a change in Florida Law as such requirements pertain to school boards and charter schools, respectively.

H. Financial Management of School. The School shall conduct fiscal management of the charter school's operations in accordance with the School's governing laws and rules, and the provisions of § 1002.33, Florida Statutes.

V. Facilities

A. Location. The School shall be located at 6640 Old Dixie Highway, Vero Beach, Indian River County, Florida, 32967, folio number (Ken to Insert) _____.

B. Standards. The School agrees to utilize facilities which comply with the Florida Fire Prevention Code, pursuant to § 633.025, Florida Statutes and Florida Building Code pursuant to Chapter 553, Florida Statutes, except for the State Requirements for Educational Facilities.

C. Documentation. The School agrees to provide the School Board with documentation regarding the School's property interest, as owner or lessee in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of an executed lease sixty (60) days before the initial opening day of classes.

1. Lessees. In the event the School leases its facilities, Lessor and Lessee shall provide the School Board with a disclosure affidavit in accordance with section 286.23, Florida Statutes. The lease term shall be for at least the term of this Charter, or in lieu thereof, the School shall present a lease with a plan to ensure a facility for the duration of the Charter.

D. Certification. The School shall provide documentation from the appropriate building official regarding the maximum capacity of the facility.

E. Right to Inspect. The School will allow the School Board to inspect the facilities at reasonable times.

F. **Change of Facility Location.** Any changes to the facility's location will require an amendment to this Contract.

VI. **Transportation/Food Service.** The parties agree that transportation and food service will be provided by the Charter School in accordance with all legal requirements

A. **Transportation.** The transportation plan shall not be a bar to the attendance of any student who is eligible. The School agrees to provide transportation services on terms that comply with all applicable state and federal statutes and regulations, and district transportation contract for all students residing within a reasonable distance of the School. The transportation plan shall be mutually agreeable to the parties. The School shall provide to the School Board a copy of the contract with the transportation provider, at least sixty (60) days before the initial day of classes. (see **current Transportation Contract**).

1. If the School intends to contract with the School District, it is understood the School District will not transport out of county charter school students.
2. The School further agrees that any expenses over the School District transportation FTE allocation will be borne by the School. Reasonable documentation of these expenses will be provided to the School.
3. If transportation is not contracted with the School Board, the School provides assurance that it will maintain its vehicles as prescribed by Florida law.
4. The School District will make training available to the Charter School driver or drivers for certification and re-certification programs. The School District shall make available to the School its resources for physical requirements, and drug and alcohol compliance. The School's drivers will meet state requirements, and participate in the School District's random drug testing. The School will pay applicable fees for drug testing. The School further agrees that any expenses incurred relative to driver training, certification or re-certification will be borne by the School.
5. All field trip requests shall be submitted to the Transportation Department in writing on the approved form at least ten (10) working days in advance. All granting of field trip requests shall be subject to the availability of drivers and vehicles. The School District reserves the right to cancel any

field trip that may interfere with the daily operations of the School District. In addition, the School further agrees that all expenses incurred for field trips, including driver rates, fringe benefits and Board approved mileage rate will be borne by the School.

6. The School will provide a preliminary transportation list by July 15 of each year or as stipulated in any Transportation Agreement.
7. The School will furnish the Transportation Department with a list of students that will be transported by the District as agreed upon between the School and the School District. The Transportation Department will furnish mileage information to the School upon request. No student shall be given transportation services without all proper paperwork being in order, 48 hours' notice, and approval by the Transportation Department.

B. Food Service. The School shall provide food service on terms that comply with all applicable State and Federal statutes and regulations.

1. In the event the School will be contracting with a third party to provide food services to its students, the School shall provide a copy of the Food Service Contract to the School Board at least sixty (60) days prior to the initial day of classes.
2. In the event the School elects to have their own agreement with DOE, Food and Nutrition Management, the following shall apply:
 - a. The School Board Food Service Department would not supply meal service.
 - b. The School will be responsible for signing an agreement with DOE, Food and Nutrition Management.
 - c. Free Lunch Meal applications will be processed by the School and all other duties will be performed by the charter school staff.
 - d. Health department inspections will be required if any food preparation is done on site as required by the National School Lunch program and pursuant to § 381.006, Florida Statutes.

VII. Insurance

A. Indemnification

1. **School Indemnification and Hold Harmless.** The School hereby does indemnify and hold harmless, and agrees to defend with competent counsel, approved by the School Board, and agrees to hold the School Board, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees at the trial, appellate, and administrative level arising out of, connected with or resulting from:

- a. The negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with or arising out of their services;
 - i. The School's material breach of this Contract or violation of law;
 - ii. Any failure by the School to pay its employees, suppliers or any subcontractors;
 - iii. Any failure by the school to perform any imposed or required duty; or,
 - iv. Any actual or alleged infringement of patent, copyright, or other proprietary rights in any material, process, machine or appliance used by the Charter School.

In the event that legal counsel is selected and provided by School's insurance carrier, and said legal counsel is not approved by School Board, the School Board may elect to hire its own legal counsel at its own expense. However, the School shall not be obligated to indemnify the School Board, or the School District against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School Board, or the School District or their respective directors, officers, employees, subcontractors, or others acting on their behalf other than the School, its directors, officers, employees, subcontractors, and suppliers. The duty to hold harmless and indemnify will continue in full force and effect

notwithstanding the expiration or early termination of this Contract.

2. **No Waiver of Sovereign Immunity.** Notwithstanding anything to the contrary contained herein, the School does not waive sovereign immunity to the extent sovereign immunity is available, and any obligation of the School to indemnify, defend or hold harmless the School Board as stated above shall extend only to the limits, if any, permitted by Florida law and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes, to the extent applicable.

3. **School Board Indemnification and Hold Harmless.** To the extent permitted by Florida law, the School Board agrees to indemnify, defend with competent counsel selected by the School Board 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 attorneys' fees, at the trial, appellate and administrative level, arising out of, connected with or resulting from:
 - a. The negligence, intentional wrongful act, misconduct or culpability of the School Board's employees or other agents in connection with and arising out of their services within the scope of this agreement; and

 - b. The School Board's material breach of this Contract or law. However, the School Board shall not be obligated to indemnify the School, against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Charter School, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School Board, its directors, officers, employees, subcontractors, and suppliers.

4. **No Waiver of Sovereign Immunity.** Notwithstanding anything to the contrary contained herein, the School Board does not hereby waive any of its sovereign immunity and any obligation of the School Board to indemnify, defend or hold harmless the School as stated above shall extend only to the limits permitted by law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.

5. **Notification.** The School and the School Board 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 at its own expense and with its own counsel, provided that the School or the School Board shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third-Party Claim, the School or the School Board shall fail to undertake 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 the School Board which they agree to assume. The School and the School Board 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.

B. **Evidence of Insurance.** The School shall provide evidence of insurance in the following manner:

1. **Certificates of Insurance, Additional Insured.** As evidence of compliance with the insurance required by this Contract, the Charter School shall furnish the School Board with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) confirming the coverage begins before the initial opening day of classes. The certificates shall be issued to the School Board and name the School Board as an additional insured.
2. **Notification of Cancellation.** Each certificate of insurance shall provide that the School Board be given no less than sixty (60) calendar days’ written notice prior to cancellation.
3. **Renewal/Replacement.** Until such time as the insurance is no longer required to be maintained by the Charter School, the School shall provide the School Board with evidence of the renewal or replacement of the insurance no less than thirty (30) calendar days, if practicable, before the expiration or termination of the required insurance for which evidence was provided but in any event no later than seven (7) calendar days before expiration or termination.

C. Insurance Coverage Requirements.

1. **Insurance Requirements.** Without limiting any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance set forth in this Charter. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.
2. **Minimum Requirements.** Insurers providing the insurance required by this Contract must meet the following minimum requirements:
 - a. 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.
 - b. If, during this period when an insurer is providing the insurance as required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the School Board and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.
3. **Other Insurance.** The insurance provided by the Charter School shall apply on a primary basis and any other insurance or self-insurance maintained by the School Board or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.
4. **Deductible, Self-Insurance.** Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.
5. **Other Remedies.** Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its contractors, subcontractors, sub-subcontractors, its employees or its agents to the

School Board or others. Any remedy provided to the School Board 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 Contract or otherwise.

6. **School Subcontractors.** The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Contract does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
7. **No Waiver.** Neither approval by the School Board nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Contract.
8. **Default.** The School shall be in material default of this Contract for failure to procure, maintain and keep such insurance as required by this Contract.

D. Commercial General Liability Insurance. Except as otherwise provided, the Commercial General Liability Insurance provided by the Charter School shall conform to the following requirements:

1. The Charter 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) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG00 01), as filed for use in the State of Florida by the Insurance Services office.
2. The minimum limits to be maintained by the Charter School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.
3. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The

coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000.00 per occurrence.

4. The Charter School shall include the School Board and its members, officers, employees and agents as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the School Board as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The School Board, its members, officers, employees and agents as additional insured."

E. Automobile Liability Insurance. The Automobile Liability Insurance provided by the Charter School shall conform to the following requirements:

1. The Charter 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 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Service Office.
2. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.
3. 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 years after termination of this Charter.
4. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per person/\$1 million per accident for Bodily Injury and \$1 million per accident for Property Damage, or \$1 million combined single limit each accident.
5. The Charter School shall include the School Board and its members, officers, employees and agents as "Additional Insured" on the required Automobile Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the School Board as Additional Insured using the latest Additional

insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The School Board, its members, officers, employees and agents as additional insured".

F. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability Insurance provided by the School shall conform to the following requirements:

1. The Charter 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 Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability and any other applicable federal or state law.
2. Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be \$500,000.00 each accident, \$500,000.00 Disease-Policy Limits, and \$500,000.00 Disease-Each Employee.

G. School Leader's Errors & Omissions Insurance. The Charter School shall provide, subject to reasonable commercial availability as determined by the Charter School Governing Board, the School Leader's Errors & Omissions Liability Insurance conforming to the following requirements:

1. The School Leader's Errors & Omissions Liability Insurance shall be on a form acceptable to the School Board and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance (E&O), such as policies offered by the National Union Fire Insurance Co. of Pennsylvania, arising out of the rendering or failure to render professional services in the performance of this Contract,

including all provisions of indemnification which are part of this Contract.

2. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.
3. The minimum limits to be maintained by the School (Inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim annual aggregate.
4. 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 E&O Insurance until four years after termination of this Charter. A claims made policy shall have a thirty-six (36) month extended discovery period, and at termination of the Charter the School shall provide the School Board with copies of annual endorsements upon each anniversary.
5. If the School Leaders' E&O Liability Insurance required hereby is not reasonably 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 reasonable 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 Contract.

H. Property Insurance. The School shall maintain hazard insurance on the buildings and property used during the term of this Contract

1. If the School is the owner and/or has a mortgage on the school site location, the School shall furnish in a form acceptable to the School Board, property insurance for the facilities which is to include the structure as described in paragraph IV.C., including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the building is under construction the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies and temporary structures within 100 feet of the premises. In addition, the School shall provide evidence of Business Personal Property

coverage to include furniture, fixtures, equipment and machinery used in the School.

2. If the School is the owner and/or has a mortgage on any temporary or relocatable facilities, wherever located, the School shall furnish on a form acceptable to the School Board, Property Insurance for any such temporary or relocatable facilities, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to serve the premises.
3. Subject to reasonable commercial availability, the insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim for All Perils except Wind and Hail: 5%/\$25,000 minimum.
4. The School shall accept all risk of loss for said property and will provide proof of the Risk Replacement Cost Property Insurance of limits commensurate with the replacement cost of property and the School Board shall be listed as an additional insured.

- I. **Commercial Crime Insurance.** The School shall maintain coverage for Employee Dishonesty. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all members, officers, employees, volunteers or agents of the School regardless of position or category. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$100,000 per loss limit, subject to reasonable commercial availability as determined by the Charter School Governing Board. The insurance shall be subject to a maximum deductible not to exceed \$10,000 per loss.

VIII. Governance Structure

- A. **Public or Private Employer.** The School will operate as a private employer.
- B. **Board of Directors.** The School will be governed and operated as required by law and as set forth in the Application, which is attached hereto and made a part hereof as **Exhibit A**, under the direction and control of a Governing Board. Wherever appearing in this Contract, the reference to the "governing body" of the Charter School shall be a reference to the Governing Board as defined in the previous sentence.

- C. **Non-Profit Organization.** The School has been organized as a non-profit organization and has been designated by the Internal Revenue Service as 501 C- 3 educational facility. The School shall apply for and maintain tax exempt status.
- D. **Public Records.** The School shall comply with Florida Statutes Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
- E. **Sunshine Law.** The School's governing board meetings shall take place locally and in a physical location and facility that is easily accessible to the School's parents, students and employees, be publicized in advance to the school community and be open to the public pursuant to §286.011, Florida Statutes (the Sunshine Law).
- F. **Reasonable Notice of Governing Board Meeting.** The School shall provide the School Board reasonable notice of all governing board meetings.
- G. **Identification of Governing Board Members Representative.** The School's governing board shall be selected as set forth in the approved application and shall be reported to the School Board prior to the first day of classes. The Governing Board shall appoint a Representative, who shall reside in Indian River County, Florida and who shall otherwise perform the duties as set out in the Charter Legislation, the name of which shall be reported to the School Board prior to the 1st day of classes.
- H. **Changes in Governing Board.** Any change in governing board membership or change in Representative must be reported to the Sponsor in writing within 48 hours of the change.

IX. Approval of Management Company Contract

- A. **Contract Approval.** If a management company will be managing the School, the contract between the management company and the School shall be submitted to the School Board prior to the date upon which the School opens for students. All proposed amendments to the contract between the management company and the School shall be submitted to the School Board. A copy of the amended management agreement shall

be provided to the Superintendent of the School District of Indian River County within five (5) days after execution.

- B. Terms and Conditions.** The contract between the School and the management company shall require that the management company operate the School in accordance with the terms stipulated in this Contract and all applicable laws, ordinances, rules, and regulations. Neither employees of the management company nor members of their families shall sit on the School's governing board or serve as officers of North County Charter School, Inc.
- C. Default.** Any default or breach of the terms of this Contract by the management company shall constitute a default or breach by the School under the terms of the Contract between the School and the School Board.
- D. Qualifications for Management Company.** The School shall not enter into any agreement with a management company if:
1. on the date the contract is submitted to the School Board, the management company or its principals is then debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental department or agency.
 2. within the five years previous to the date the contract is submitted to the School Board, the management company or its principals have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 3. on the date the contract is submitted to the School Board, the management company or its principals have been indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (2).

4. within the five years previous to the date the contract is submitted to the School Board for approval, (a) the charter of any school managed by the management company shall have been terminated or nonrenewed by the sponsor for: (1) the failure of the school to: participate in the state's education accountability system; or meet either student performance requirements in the charter or generally accepted standards of fiscal management; or (2) violation of law; or (b) any charter school has terminated the management agreement with the management company because of: (1) failure to comply with the law, follow generally accepted standards of fiscal management, or comply with the charter contract, or (2) breach of the management agreement.

X. Human Resources

- A. **Hiring Selection.** The parties to this Contract agree that the School shall select its own employees.
 1. **Reporting Staffing Changes.** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within thirty (30) calendar days of any new hires, leaves of absence, transfers and terminations. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with due dates required by the Sponsor or the Florida Department of Education.
 2. **Non-Discrimination.** The School agrees that its employment practices shall be nonsectarian and non-discriminatory.
 3. **Teacher Certification.** Teachers employed by or under contract to the School shall be certified as required by Florida Statutes. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher aides in the same manner as permitted in Section 1012.55, Florida Statutes, and/or the Charter Legislation. The Charter School will not employ an individual to provide instructional services or to serve as a teacher aide/paraprofessional if the individual's certificate or license as an educator is suspended or revoked in Florida or in any other state.

4. **Disclosure.** The School agrees to disclose to the parents and the School Board the qualifications of its teachers.
 5. **Fingerprinting, Background.** The School shall require all employees upon employment and all Board of Directors upon assuming office, and all contractual personnel, to comply with the fingerprinting requirements of Section 1012.32 and Section 1012.465, Florida Statutes, as amended, and all applicable procedures and regulations promulgated by the School Board, the Florida Department of Education, and the Florida Division of Law Enforcement. The Charter School shall check the backgrounds of all employees in accordance with Florida Statutes, including pre-employment drug testing and the Drug Free Workplace Policy.
- B. Teacher Evaluation Requirement.** The School shall comply with the performance evaluation requirements for all instructional employees pursuant to §1012.34, Florida Statutes.
- C. Principal Evaluation Requirement.** The School shall comply with the performance evaluation requirements for all school administrators pursuant to §1012.34, Florida Statutes.
- D. Employment Practices.** The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in an exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the Governing Board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:
1. "Charter School Personnel" means a charter school owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or

advancement in connection with employment in a charter school, including the authority as a member of a Governing Board of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

E. School Board Training. The School's employees may participate in training conducted by the Sponsor.

1. **Participation and Cost for Training Activities.** Training activities shall be made available by the Sponsor to School's employees on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees.
2. **Participation in Federally Funded Training.** Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees.

XI. Required Reports and Documents.

The School will provide all reports and documents required of it pursuant to this Charter and the statutes and regulation governing Charter schools.

XII. Miscellaneous Provisions

- A. **Force Majeure.** Neither party shall be in default of this Contract, if the performance of any part or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other

casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

- B. Assignment.** This Contract shall not be assigned by either party without the prior written consent of the other party. The School may, without the consent of the School Board enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.
- C. Survival.** All representations and warranties made herein shall survive termination of this Contract.
- D. Drug-Free Workplace.** The School is a Drug-Free Work Place. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Work Place policy and any amendments thereto.
- E. Default.** It shall be an event of default hereunder if any party fails to perform its obligation hereunder or fails to abide by any of its promises and covenants hereunder.
- F. Representations and Warranties.** Each party warrants and represents, with respect to itself, that neither the execution of this Contract nor performance of the obligations contemplated hereby, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound, or require any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party covenants that it has and will continue to have throughout the term of this Contract full right and authority to enter into this Contract and to perform its obligations hereunder, and each party agrees to supply to the other party, upon request, evidence of such right and authority.
- G. Binding Effect.** Each and all of the covenants, terms, provisions and Contracts contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Contract.
- H. Notice.** All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice given in any manner shall be effective only if and when

received by the party to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the addresses set forth below:

If to School Board: Frances J. Adams, Ed.D., Superintendent
School District of Indian River County, Florida
1990 25th Street
Vero Beach, Florida 32962-3395
Telephone: (772) 564-3014
Facsimile: (772) 564-3128

With copy to: Suzanne D'Agresta, Esquire
Brown, Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, Florida 32801
Telephone: (407) 425-9566
Facsimile: (407) 425-9596

If to School: Joel Tyson, President
North County Elementary Charter School
6640 Old Dixie Highway
Vero Beach, Florida 32967
Telephone: (772) 794-1941
Facsimile: (772) 794-1945

With copy to: Ken Miller, Business Manager
North County Elementary Charter School
6640 Old Dixie Highway
Vero Beach, Florida 32967
Telephone: (772) 794-1941
Facsimile: (772) 794-1945

By giving the other party at least fifteen (15) days' written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

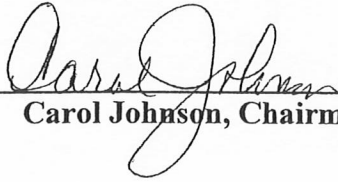
- I. **No Waiver.** No consent to or waiver of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be consented to or waiver of any other breach or default. Except as otherwise provided herein, failure on the part of any party hereto to complain of any act or failure to act by the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

- J. Captions.** The captions used for the Sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section hereof.
- K. Severability.** In the event any of the foregoing provisions of this Contract are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised here from, and the remainder of this Contract will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate this Contract in its entirety.
- L. Cumulative Rights!** All rights, powers, remedies, benefits, and privileges available under any provision of this Contract to any party hereunder is in addition to any cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Contract, at law or in equity.
- M. Governing Law and Venue.** This Contract shall be governed by and construed under the laws of the State of Florida and the United States of America. Except for a suit in Federal Court, Indian County, Florida, shall be the proper place of venue for all suits to enforce this Contract. Any legal proceeding arising out of or in connection with this Contract shall be brought in the circuit courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida.
- N. Further Assurances.** Whenever any review or approval is required by any party hereunder, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion. The parties hereto agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Contract and the transactions contemplated herein.
- O. No Partnership, Joint Venture.** It is understood and agreed that nothing contained in this Contract shall be deemed or construed as creating a partnership or joint venture between the School Board and Charter School or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

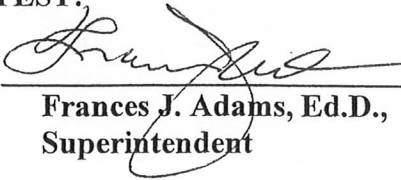
- P. Third-Party Beneficiary.** This Contract is not intended to create any rights of a third party beneficiary. There are no third-party beneficiaries created hereby.
- Q. No Construction Against Drafter.** Each of the parties hereto has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Contract. Therefore, this Contract shall not be construed more favorably or unfavorably against any party.
- R. Waiver of Jury Trial.** The parties waive trial by jury in the event of any litigation between the parties regarding any matter related to this Charter or the School.
- S. Mediation.** Any conflict arising out of this Contract shall proceed to non-binding mediation. If an agreement is not reached through mediation, the issue may proceed to the appropriate judicial forum.
- T. Attorneys' Fees.** In the event of any conflict, each party shall bear the costs of their own attorneys' fees.
- U. Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto with respect to the matters covered hereby. All prior negotiations, representations, and agreements with respect thereto not incorporated in this Contract are hereby canceled. This Contract can be modified or amended only by a written document duly executed by the parties hereto.
- V. Legislative Amendment.** Whenever a Florida Statute or State Board Rule is referenced in this Contract, it shall mean the Rule or Statute as it is amended from time to time. The parties agree to work together to amend this Contract in the event the Charter School Legislation is amended.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on this 25 day of June, 2013.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA INDIAN NORTH COUNTY CHARTER SCHOOL, INC.

By: 
Carol Johnson, Chairman

By: Carol Johnson
Print Name: _____
Title: Chairman of District School Board
Of Indian River County, FL

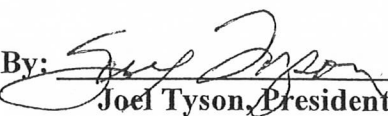
ATTEST:
By: 
Frances J. Adams, Ed.D.,
Superintendent

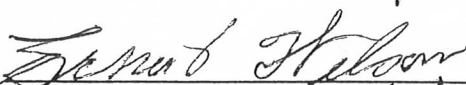
ATTEST:
By: Dr. Frances J. Adams, Ed.D.
Print Name: _____
Title: Superintendent of Schools, School
District of Indian River County, FL

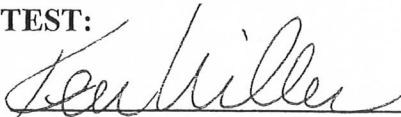
Date Approved: June 25, 2013


IN WITNESS WHEREOF, the parties hereto have set their hand and seals on this 17 day of June, 2013.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA INDIAN NORTH COUNTY CHARTER SCHOOL, INC.

By: 
Joel Tyson, President

By: 
Print Name: ERNEST WILSON
Title: VICE - PRESIDENT

ATTEST:
By: 
Ken Miller,
Business/Finance Manager

ATTEST:
By: 
Print Name: L. Ann Bausse
Title: Administrative Assistant

Date Approved: 06-17-2013