

**AMENDED AND RESTATED CHARTER BETWEEN THE SCHOOL BOARD OF
VOLUSIA COUNTY, FLORIDA AND FOR THE BURNS SCIENCE AND TECHNOLOGY
CHARTER SCHOOL, INC. OF VOLUSIA COUNTY FLORIDA**

I: General Provisions

This is a contract (also referred to as "Charter") made and entered into by and between THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida, hereinafter referred to as "Sponsor" or the "School Board", and THE BURNS SCIENCE AND TECHNOLOGY CHARTER SCHOOL, INC., a Florida not for profit corporation organized under the laws of the State of Florida, hereinafter referred to as "School" on June 23, 2015.

This Charter is granted by the Sponsor to the School for the maintenance and operation of a Florida public charter school in Volusia County, Florida, to be known as The Burns Science and Technology Charter School. The School is a unit of the School District of Volusia County, Florida, and shall be subject to the supervisory jurisdiction of the Sponsor and accountable to the Sponsor for performance, to the extent provided by law. The School is a Florida public school and shall be subject to the laws of Florida, including but not limited to all applicable laws regarding health, safety and civil rights requirements, all rules of the State Board of Education, but in regard to the policies of the Sponsor, only the policies referred to in this Charter. The School shall also adhere to all legal requirements under federal laws and regulations. The School shall be primarily responsible for ensuring compliance with all applicable laws, regulations, rules and policies, and will indemnify and hold the Sponsor harmless for any failure to comply with any applicable law, regulation, rule or policy.

A) The School's School Improvement Plan (SIP), is incorporated by reference as Appendix I. If any provision of this Charter is inconsistent with Appendix I, the provision of this Charter shall prevail.

B) Term of the Charter

- 1)** This charter shall become effective upon execution by both parties.
- 2)** This charter shall remain in effect through and including June 30, 2020.
- 3)** The first date for students in each year of the Charter shall be the same as all other district schools, unless otherwise agreed upon by the parties. The School shall provide instruction for at least one hundred and eighty (180) school days or the

number of days required by law for other public schools, and may provide instruction for additional days.

- 4) The School shall provide the Sponsor with a copy of its policies and procedures manual and a list of the members of its governing board within thirty (30) days of the effective date of this charter. Updates to those documents will be provided on a timely basis. Documentation regarding the facility shall be as established in Section 5 of this Charter.
 - 5) This Charter may be modified during its initial term or any renewal term upon the approval of both parties to the Charter at open public sessions of the governing bodies of the Sponsor and the School. Such modification shall be in writing and executed by the parties.
 - 6) This Charter may be renewed provided that a program evaluation demonstrates that the criteria in section 1002.33(7)(a), F.S. have been successfully accomplished and that none of the grounds for non-renewal established by section 1002.33(8)(a), F.S. have been documented. This Charter may be renewed upon request of the School in increments of five (5) years or for such other duration as may be allowed for by state law by mutual agreement of both parties.
- C) The educational program and curriculum for the School shall be as is described in the School Improvement Plan (SIP) which is attached hereto as Appendix 1, and which is incorporated herein, with the following modifications and clarifications.
- 1) The mission of the School is set out in Appendix I.
 - 2) The School will utilize a curriculum that meets or exceeds all requirements of Federal and State laws, State Board of Education Rules and local District requirements. The School's academic design will utilize all required standards, assessments, and cover all required core subject areas.
 - 3) The School will utilize instructional methods and techniques that are research based and reflect the latest methods shown to improve achievement levels of students
 - 4) The School will offer a basic curriculum with a focus in STEM (Science, Technology, Engineering, and Math) curriculum.
- D) Non-Renewal/Cancellation and Termination
- 1) This Charter may be non-renewed as provided for by section 1002.33(8), F.S. Notice of any renewal or non-renewal of this Charter shall be provided to the

School's governing board at least ninety (90) days prior to the expiration of the Charter. If the action is a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action, and stipulate that the School's governing board may, within 14 calendar days after receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 calendar days after receiving a written request. If the Charter is non-renewed, the Sponsor shall, within 10 (ten) calendar days, articulate in writing the specific reasons for the non-renewal of the Charter, and provide the Letter of non-renewal and the documentation supporting the reasons to the School's governing board, the School's principal, and the Department of Education. The School's governing board may, within thirty (30) days after receiving the Sponsor's final written decision to non-renew this Charter, file an appeal with the State Board of Education as set forth in Section I 002.33(6), F.S., and associated administrative rules governing such procedure.

- a)** During any pending appeal of the Sponsor's determination to non-renew the Charter to the State Board of Education, the School will continue to operate, provided such appeal does not extend beyond the expiration of the Charter. Upon the expiration of the Charter, the School shall no longer have the authorization to operate, and the School shall be dissolved in accordance with section I 002.33(8)(e), F.S., and paragraph I(D)(5) below.
 - b)** If an appeal is filed, the parties shall facilitate the appeal process to the State Board of Education.
- 2)** This Charter may be terminated as provided for by section I 002.33(8), F.S. except where the termination is effective immediately pursuant to section 1002.33(8)(d), F.S. and as described in paragraph I(D)(3) immediately below. Notice of a termination of this Charter shall be provided to the School's governing board at least ninety (90) days prior to the effective date of the termination of the charter. The notice shall state in reasonable detail the grounds for the proposed action, and stipulate that the School's governing board may, within 14 (fourteen) calendar days after receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 calendar days after receiving a written request for the informal hearing. If the Charter is terminated, the Sponsor shall, within 10 (ten) calendar days, articulate in writing the specific reasons for the

termination of the Charter, and provide the letter of termination and the documentation supporting the reasons to the School's governing board, the School's Principal, and the Department of Education. The School's governing board may, within thirty (30) days after receiving the Sponsor's final written decision to terminate the Charter, file an appeal with the State Board of Education as set forth in Section I 002.33(6), F.S., and associated administrative rules governing such procedure.

- a)** Once the Sponsor has terminated the charter, the parties shall move to dissolve the School in accordance with section 1002.33(8)(e), F.S., and paragraph I(D)(4) below, subject to any stay that may apply due to the filing of an appeal.
 - b)** If an appeal is filed, the parties shall facilitate the appeal process to the State Board of Education.
- 3)** This Charter may be terminated immediately by the Sponsor if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of the students is threatened.
 - a)** The Sponsor shall provide the School with reasonable notice based on the circumstances if the subject of the immediate termination of this Charter is to be considered by the Sponsor at a public meeting. However, the Sponsor's determination is not subject to an informal hearing under section I 002.33(8)(b), F.S., or paragraph I(D)(2) above, or Chapter 120, F.S. The Sponsor shall notify in writing the School's governing body, the School Principal, and the Department of Education if this charter is immediately terminated. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate. The School's governing board may, within 30 days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to the procedure established in section I 002.33(6), F.S.
 - b)** The Sponsor shall assume operation of the School under these circumstances. Unless the School has already ceased operations, the Sponsor shall, if feasible, assume operation of the School upon immediate termination and shall continue operating the School at least throughout

any timely appeal by the School to the State Board of Education (or, if none is filed, until the time for filing an appeal has expired). The Sponsor shall hold and conserve all School property and assets, including cash and investments, in trust until the School has exhausted all appellate rights to the State Board of Education. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits. During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the extension or termination of any of the School's contracts or business relationships. Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all keys to the School's facilities along with all security system access codes and all computer access codes, and shall immediately make accessible all the School's educational and administrative records so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall provide the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall also provide to the Sponsor all of the School's public property and public funds.

- 4) If the Charter is not renewed or is terminated, the School shall be dissolved under the provisions of the law under which the School was organized, and any unencumbered public funds, except for capital outlay funds, from the School shall revert to the Sponsor. Capital outlay funds provided pursuant to section 1013.62, F.S., that are unencumbered shall revert to the Department of Education. Upon the non-renewal or termination of the charter, the following provisions shall apply.
 - a) All financial, operational or other records of the School, including but not limited to records maintained on paper and records maintained electronically, shall be provided to the Sponsor. Any financial, operational or other records pertaining to the School, which are in the possession of any person, entity or holding company other than the School, shall be held in trust upon the Sponsor's request until any appeal status is resolved.

- b) All student records maintained by the School, including but not limited to records maintained on paper and records maintained electronically, shall become the property of the Sponsor.
- c) In the event the School is dissolved or is otherwise terminated, all School Board property, and any improvements, furnishings, and equipment purchased with public funds shall automatically revert to the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any such item owned by the School shall be presumed to have been purchased with public funds unless the School's accounting records clearly establish that the item was purchased with other funds. Any real estate that was purchased with public funds that has a mortgage shall revert to the mortgage company/bank with the School Board having first right of negotiation for the real estate property, and any further sale of the property being subject to the requirements set out in section IV D and G and VIII (C) (5) of this Charter. Any real estate that was purchased with public funds that is not subject to a mortgage, and any real estate provided by the Sponsor shall immediately revert to the Sponsor. Any unencumbered public funds from the School, or school district property and any improvements, furnishings and equipment purchased with public funds which are in the possession of any person, entity or holding company other than the School, shall be held in trust upon the Sponsor's request until any appeal status is resolved.
- d) If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. Any contract entered into between the School and a third party must provide that the third party is not entering into a contract with the Sponsor. The Sponsor may not assume the debt from any contract made between the governing body of the School and a third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing body of the School and that may not reasonably be assumed to have been satisfied by the School. Should the School enter into any mortgage or other debt obligation in order to purchase or build a facility on a site other than property owned by the Sponsor, the mortgage or other documentation of

the debt obligation shall specifically recognize that should the School default on the mortgage or other debt obligation, and should there be any funds remaining subsequent to all foreclosure proceedings on the defaulted mortgage or other debt obligation, such funds shall be paid to the Sponsor. A mortgage or other debt obligation shall not be incurred using property owned by the Sponsor or deeded with a reverter clause by the Sponsor as collateral.

- e) Any lease, except when the Sponsor is the Lessor, shall contain a clause recognizing that the Sponsor is not a party to the lease and shall not be responsible for fulfilling any term of the lease in the event that the School's Charter is terminated or not renewed. In the event of termination, expiration or non-renewal of this Charter, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the right of first refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
- f) Any and all assets purchased with public funds or donated by a governmental entity that are not addressed directly above shall also revert to the Sponsor upon the termination or non-renewal of the charter.
- g) Non-compliance with any provision of this Charter shall constitute good cause for termination or non-renewal.

II. Academic Accountability

A) Student Performance: Assessment and Evaluation

I. Goals

- a. Goal 1: The school will meet or exceed the district and state average for all areas of applicable state accountability measures.
- b. Goal 2: The school will annually develop and implement a school improvement plan (SIP)

that includes performance go as agreed upon by the parties. The SIP shall comply with the standards and requirements established by the Department of Education for all other schools operated by the Sponsor, and will be developed and approved by the School's governing board in accordance with timelines established by the Department of Education. Once approved the School will provide the Sponsor with a copy of the SIP.

II. Student Assessment and Progression

- 1) The School will participate in all statewide testing programs, grades kindergarten through eight, and will comply with any other testing requirements established by the State of Florida. The Sponsor shall provide the School with a listing of all state and local assessment tests and an annual calendar identifying test administration dates and the dates of all training related to student assessment in which employees of the School will be authorized to participate. The School's administration shall work directly with the Sponsor's Director of K-12 Curriculum and Program Accountability/designee to coordinate any state mandated. The School may select and administer other appropriate standardized tests to facilitate educational planning and/or evaluation. The School shall be responsible for all costs related to tests given to students that are not part of the state's adopted testing program. To facilitate this participation, the Sponsor will provide all support services and activities for applicable School staff which are routinely provided to the Sponsor's staff regarding implementation of district and state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). Student data will be utilized to drive various strategies and interventions to support students' academic needs and improve student achievement.

A. Student Promotion

- 1) The School will adopt the Sponsor's Student Progression Plan, including the standards for promotion.
- 2) The School shall use the grading scale set out in the Sponsor's Student Progression Plan, and shall the School will provide progress reports and report cards for students to parents.

B. Data Access and Use Pursuant to Statute

The Sponsor shall provide the School with academic student performance data for

each of its students coming from the Sponsor's schools, as well as rates of academic progress of comparable student populations in the School District of Volusia County. The Sponsor agrees to provide access for the School to all information related to individual student records prior to or at enrollment including student academic performance, attendance, and disciplinary records as would commonly be available to a public school in Volusia County and in accordance with law.

III: Students

A) Eligible Students

- 1) The School will provide an instructional program for students in grades kindergarten through eighth residing in Volusia County, Florida or covered by an inter-district agreement. Enrollment shall be limited to approximately 400 students for 2015/2016, 420 students for 2016/2017, 438 students for 2017/2018, and 450 students for 2018/2019 and 2019/2020. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The School will comply with the admission standards set out in state law, including, but not limited to standards that relate to the age of the student(s). Notwithstanding these stated enrollment standards, the maximum number of students to be served by the School in any year shall not exceed the recommended capacity of satisfactory student stations as set forth in the State Requirements for Educational Facilities. The capacity of the School shall be determined annually by the School in conjunction with the Sponsor, taking into consideration the Florida Fire Prevention Code.
- 2) The School will follow the class size state statutes. During the 15-16 school year, the class size for kindergarten through third grades will be eighteen students; the class size for fourth through eighth grade will be twenty-two students.

B) Annual Projected Enrollment

The School shall submit to the Sponsor an estimate of full-time equivalent students for the succeeding school year by November 15 or other required date of the current school year. Should the implementation of class size requirements necessitate that the estimate be submitted by a different date, the Sponsor will notify the School of the new date.

C) Enrollment

The School agrees to enroll an eligible student by accepting a timely application unless

the number of applications exceeds the capacity of the School or building or other limits agreed to in this charter. In such case all applications shall have an equal chance of being admitted through a random selection process, which shall be established by the School prior to enrollment and be available to parents. Preference may be given in accordance with Section 1002.33(10)(d), F.S. Should a student of compulsory school age who is enrolled in the School fail to attend school on a regular basis, the School shall comply with all requirements regarding parental notification, and notify other appropriate agencies where called for by state law. The School shall also notify the social worker appointed to serve the School by the Sponsor. Enrollment is subject to compliance with the provisions of section 1003.22 F.S. concerning school entry health examinations and immunizations. If this contract is not renewed or is terminated, a student who attended the School may apply to, and shall be enrolled in another public school pursuant to the Sponsor's applicable policy.

D) Racial Ethnic Balance

The School will have a non-discrimination policy and will admit students of any race, color, national and ethnic origin, religion, or gender. The School agrees 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 will not violate the anti-discrimination provisions of state law, also known as the Florida Education Equity Act or Title VII of the Civil Rights Act of 1964, as amended, or other federal and state statutes. The School guarantees that its admissions policies shall be nonsectarian. It is expected that the racial/ethnic make-up of the student population will be reflective of the public school age population in Volusia County, Florida. Special efforts, as described in the application approved by the Sponsor, will be made to attract students representative of various racial and social-economic backgrounds, as well as Limited English Proficient (LEP) students. Should a need develop to prioritize and select students, a plan will be developed and submitted to the Sponsor to assure legal compliance with racial and ethnic balance.

E) Maintenance of Student Records

- 1)** The School will maintain both active and archival records for current/former students in accordance with state law. The School will ensure that all student records are kept confidential as required by applicable state and federal laws. The School shall keep

true and complete copies of the personnel files of all persons employed by the School. Such files shall be maintained by the School at a readily accessible location in Volusia County and shall be open to public inspection as provided by law.

- 2) All permanent records of students leaving the School, whether by transfer to another district school, or withdrawal to attend a private school or another school system, will be transferred to the Sponsor in accordance with the state law. Records will be transmitted to the Sponsor at its main offices in DeLand, Florida. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code. The School may retain copies of departing students' academic records created during the students' attendance at the School.

F) Exceptional Student Education and ESOL

- 1) All eligible students at the School will be provided with programs implemented in accordance with federal, state and local laws, regulations, rules, policies, and procedures, including but not limited to: Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act of 1973; sections 1000.05, 1001.42 and 1003.57 (F.S.), Chapter 6A-6 of the Florida Administrative Code; 34 C.F.R. Parts 104 and 300; the Sponsor's Exceptional Student Education Policies and Procedures; applicable sections of the Sponsor's Student Progression Plan Policy; and the Code of Student Conduct and Discipline sections relating to students with disabilities. These laws and regulations together with other applicable federal laws and regulations and state law and administrative rules govern both the educational and related services to be provided to the students. Such services include but are not limited to: a non-discriminatory policy regarding placement, assessment, identification and selection; free appropriate public education consisting of both educational and related services (FAPE); and individual educational plans (IEP's) to include such IEP meetings with the student's parents as are required or necessary. The School will utilize consultation and co-teaching models, or other appropriate models, with students being served in the least restrictive environment.
- 2) Utilizing the District's electronic IEP system and process, parents of students with disabilities will be afforded notice and an explanation of required procedural safeguards in their native language. Notice of procedural safeguards will be provided by the School in the form and manner prescribed by the Florida Department of Education through Florida Administrative Code Section 6A-6.033 11 and such

directives and technical assistance papers as may be issued by the Florida Department of Education.

- 3) Individual educational plans (IEP's), as required, will be developed and implemented for each student by the IEP team in accordance with the Sponsor's Exceptional Student Education Policies and Procedures. Functional behavioral assessments/behavior intervention plans will be developed as necessary in accordance with the Sponsor's Exceptional Student Education Policies and Procedures. In accordance with IDEA, a Placement Specialist (staffing specialist) from the Sponsor will provide guidance in compliance with applicable law, regulations, rules, and policies regarding the development and/or revision of a student's IEP, proposals to change the educational placement of a student, or proposals to qualify a student for, or dismiss a student from an exceptional student educational program. The Sponsor will serve as the LEA at all eligibility staffings and initial IEP meetings for all students. The scheduling of all such eligibility staffings and initial IEP meetings shall be coordinated with the Sponsor's designated ESE representative for the School. The IEP team will review the student's IEP at least once per year with a parent/guardian unless otherwise required by law or deemed necessary. A matrix must be reviewed at every IEP meeting reflecting the current services from information located in the student's IEP. If the services change as a result of the IEP team decision, a new matrix must be completed. The IEP, and not the matrix of services document, determines the ESE services the student will receive. The services identified on the IEP and subsequently checked on the matrix must be based on the individual needs resulting from a student's disability and may not simply reflect services offered to all students in a particular class or program. A change in a matrix cost factor will require participation and review by a Placement Specialist from the Sponsor.
- 4) Students requiring speech, physical or occupational therapy, vision or hearing services, hospital/homebound or other specialized or related services identified on the IEP will be provided such services by the School in accordance with the applicable laws and rules governing education of students with disabilities.
- 5) The School shall have proportionate access to evaluation services from staffing/placement specialists, school psychologists and social workers employed by the Sponsor, as well as technical assistance on ESE issues, including assistance

from the Sponsor's adaptive assistive technology team. Any other ESE services provided by the Sponsor must be mutually agreed upon by the Sponsor and the School, including the cost to the School. The School will use the forms and the electronic IEP system developed and approved by the Sponsor for ESE.

6) ESE Due Process Claims

The School shall be liable for all costs and attorney's fees incurred by the Sponsor in any actions related to the violation of Federal and State Statutes regarding the education of students with disabilities for which the School is responsible. While the Sponsor shall conduct the defense, the School shall pay for the cost of any due process hearing(s) or court actions resulting from the actions of the School or its agents or the decision by a parent to challenge the appropriateness of the education being provided at the School and shall indemnify the Sponsor for all other costs and damages as is required by this Charter. The costs include, but are not limited to fees for the hearing officer, legal transcriptions of testimony, court reporter, expert witnesses, legal representation, and the costs for any alternative placement as determined by the hearing officer. This section in no way modifies the indemnification provisions set forth in this Charter.

1. The School will provide instruction for ESOL qualified students as required by law. The School will meet the requirements of the Consent Decree entered in LULAC. et. al. v. State Board of Education, including but not limited to, all in-service requirements for teachers. The School will use all Sponsor developed and approved forms and procedures with regard to ESOL.

F) Dismissal Policies and Procedures

- 1) The School agrees to maintain a safe learning environment at all times. The School will expect all students to abide by the Sponsor's Code of Student Conduct and Discipline for elementary and secondary students. Any policies developed by the School to implement the Code of Student Conduct and Discipline shall be in accordance with the State Board of Education Administrative Rules, Federal Statutes, state and federal court decisions and the Sponsor's policies.
- 2) The School will also distribute the Sponsor's Code of Student Conduct and

Discipline.

- 3) The School agrees that it will not engage in the corporal punishment of its students.
- 4) The School shall be responsible for all matters relating to student discipline, including appeals concerning decisions made by the School. The Sponsor shall have no responsibility for hearing appeals from students or parents/guardians regarding disciplinary matters except for expulsion. The School agrees that the Sponsor shall make any determination of the expulsion of a student from the right to a public education through the Sponsor's process.

IV: Financial Accountability

A. Reporting of Students

Basis for Funding Under Section 1002.33, F.S.

a. Reporting of Students

- (1) The School agrees to report its student enrollment to the Sponsor as provided in sections 1011.62, F.S., and in accordance with the definitions in section 1011.61, F.S. The Sponsor agrees to include the School's enrollment in the Sponsor's report of student enrollment.
- (2) In order to facilitate the School's reporting requirements and in order to provide continuous data regarding students attending the School, the School will utilize the Sponsor's electronic data processing system and the Sponsor's procedures, which shall be consistent with Department of Education guidelines regarding the format for such electronic data, for the processing of information required for state/local reporting. The Sponsor will analyze the School's facility and develop a recommended hardware/software solution which provides the School with limited access to the Sponsor's data processing facility. Computer hardware will be provided to the School at the Sponsor's cost. No hardware or software will be attached to the Sponsor's network without the Sponsor's prior approval. Any violation of this requirement may result in loss of network services. The School shall be responsible for any installation costs for the hardware. Costs for the related installation of software programs shall be borne by the Sponsor. The School will be responsible for installation, maintenance and monthly charges for any data lines necessary to provide access to the Sponsor's electronic data reporting system. The School will be responsible for its own basic

telephone and fax services.

- (3) The Sponsor will also make available training for personnel of the School in the use of applications designated by the Sponsor which are necessary to respond to the requirements of sections 1001.11 and 1008.345, F.S., including the annual report and the state/Sponsor required assessment program. The School will have necessary personnel attend workshops and training offered by the Sponsor which provide information required for state/local reporting. The Sponsor's support for this function will be included as part of the 5% administrative fee described in this charter. Access by the School to additional data processing applications available through the Sponsor may be negotiated by the parties on a separate fee basis.

- (4) An annual report from the School will be transmitted to the Sponsor listing all students enrolled during the school year, and the disposition of each student's permanent records, i.e., stored on site, transmitted to the Sponsor or other disposition if appropriate. This report shall be transmitted each year prior to July

B. Funding: The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program, the same as students enrolled in other public schools in the Sponsor's district. The Sponsor shall make every effort to ensure that the School receives timely and efficient distribution of funds. Payments shall be issued no later than 10 working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within 10 working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of 1 percent per month calculated on a daily basis on the unpaid balance from the expiration of the 10 working days until such time as the warrant is issued. Funds received by the School under the terms of this charter shall only be used for the operation of the School in the Volusia County School District.

- 1) **Florida Education Finance Program (FEFP):** The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's current operating discretionary millage levy; divided by total funded weighted full-time equivalent students (WFTE) in the school district; multiplied by the weighted full-time equivalent students for the School.

- a. The Sponsor shall advance FEFP funds by the 15th of each month.
 - b. The Sponsor may distribute funds to the School for up to 3 months based on the projected full-time equivalent student membership of the School, or the final enrollment from the previous year, whichever is less.
 - c. Thereafter the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
 - d. If the students or programs at the School meet the eligibility criteria in law, the School shall be entitled to their proportionate share of categorical program funds included in the total funds available in the Florida Education Finance Program by the Legislature. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for the purposes for which such funds were established by the Florida Legislature, except where the charter school law provides flexibility in the use of the funds.
 - e. Total funding shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows: (a) in the event of a state holdback or proration, which reduces the Sponsor's funding, the School's funding will be reduced proportionately in accordance with Section 1002.33(17), Florida Statutes; (b) in the event that the Sponsor's district exceeds the state cap for weighted full-time equivalent (WFTE) in any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE; (c) in the event that an FTE audit or any other state or federally required audit of the School results in a loss of funds to the Sponsor, the Sponsor shall then deduct such assessed amount from the School's funding. A worksheet including appropriate calculations will be provided by the District. The final payment during any year shall be adjusted to reflect the final actual weighted full-time equivalent membership.
- 2) **Federal Funding:** If the Sponsor is providing programs or services to students funded by federal funds, any eligible students enrolled in the School shall be provided, upon adequate documentation from the School, federal funds for the same level of service provided students

in the schools operated by the Sponsor. Pursuant to provisions of 20 U.S.C. 8061 s. 10306, the School shall receive all federal funding for which the School is otherwise eligible, including Title I funding, not later than five months after the School first opens and within five months after any subsequent expansion of enrollment. For Federal or State grants in which the Sponsor is the fiscal agent or partner, the Sponsor will deduct the full amount of allowable indirect costs in all cases in which such costs are allowed by the funder. For the special case of charter school specific grants in which the funder allows indirect costs only when there is an agreement between the School and the Sponsor, the School voluntarily agrees that the Sponsor will deduct a reduced indirect rate of 2%. The Sponsor will be entitled to suitable direct costs (as agreed to by the School and the Sponsor) for administration of grants in which indirect costs are prohibited by the funder. The School shall comply with applicable Sponsor policy, procedures and internal deadlines for grant programs in which the Sponsor is the fiscal agent or partner for grant programs.

- 3) **Charter School Capital Outlay Funds:** If the School is eligible for capital outlay funds pursuant to Section 1013.62, Florida Statutes, the Sponsor shall distribute such funds to the School as required by law and pursuant to agreement with the Sponsor.

- C. **Sponsor Administrative Fee:** For the Sponsor's costs for administrative and educational services the Sponsor is required to provide pursuant to Section 1002.33(20)(a), Florida Statutes, the Sponsor shall withhold an administrative fee of five (5) percent of the available funds defined in Section 1002.33(17)(b), Florida Statutes, for all students, except that when 75 percent or more of the students enrolled in the charter school are exceptional students as defined in s. 1003.01(3), the 5 percent of those available funds shall be calculated based on unweighted, full-time equivalent students. However, this administrative fee shall be withheld only for enrollment up to and including 250 students. If the School's enrollment is 251 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in Section 1013.62(2), Florida Statutes. For high-performing charter schools, as defined in Section 1002.331, Florida Statutes, the Sponsor shall withhold an administrative fee of two (2) percent of the available funds defined in Section 1002.33(17)(b) for the Sponsor's costs for administrative and educational services the Sponsor is required to provide pursuant to Section 1002.33(20)(a), Florida Statutes. This administrative fee shall be withheld only for enrollment up to and including 250 students.
- D. **Sponsor's Bulk Purchasing Program:** To maximize the use of state funds, the Sponsor shall allow the School to participate in the Sponsor's bulk purchasing program if applicable. The

Sponsor will invoice the School monthly under such agreement, and the School shall issue payment no later than thirty (30) days after receipt of the invoice. If payment of an invoice is not issued with thirty (30) days after receipt of an invoice by the School, the School shall pay the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month, calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the payment is made.

- E. **Tuition or Fees:** The School shall not charge tuition or registration fees, except those fees normally charged by other public schools.
- F. **Debt:** The School shall be responsible for its own debts and shall not pledge the full faith and credit of the Sponsor for any debt. The School shall not levy taxes or issue bonds secured by tax revenues.
- G. **Fiscal Year:** The fiscal year of the School shall be the same as the fiscal year of the Sponsor (July 1 through June 30).
- H. **Budget:** The governing board of the School shall annually adopt and maintain an operating budget.
- I. **Financial Management:** The financial management of the School shall be conducted by an individual(s) with sufficient training and experience to successfully provide all necessary financial services. Prior to the opening of the School, the School shall provide the Sponsor with a description of internal audit procedures and establishment of controls to ensure that financial resources are properly managed. The School must also provide to the Sponsor a reasonable demonstration of the professional experience or competence of those individuals or organizations hired or retained to perform such professional services and the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the School. The School shall provide the Sponsor with updates of these procedures, practices and documentation prior to implementation of the updates.
- J. **Financial Records, Reports and Monitoring:** Section 1002.33(5)(b), Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the School. The parties agree that the Sponsor, with reasonable notice, may request at any time, and the School shall promptly provide, reports on the School's operations in a format acceptable to the Sponsor. Such reports shall be in addition to those required below.
 - 1) **Financial Records:** The School shall maintain all financial records that constitute its accounting system in accordance with the accounts and codes prescribed in the most recent

issuance of the publication titled “Financial and Program Cost Accounting and Reporting for Florida Schools”.

- 2) **Monthly Financial Reports:** The School shall provide to the Sponsor on or before the 15th day following the close of each month a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school pursuant to s. 1002.331, F.S. may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. The financial statement must be in a form prescribed by the Department of Education.
- 3) **Unaudited Annual Financial Reports:** The School shall provide an unaudited annual financial statement to the Sponsor on or before July 31. The unaudited annual financial statement must be prepared in accordance with Governmental Accounting Standards Board (GASB) showing all revenues received, from all sources, and all expenditures for the period July 1 through June 30 of that year.
- 4) **Program Cost Report:** The School shall provide program cost report information specified in Section 1010.20, Florida Statutes, in the state-required formats for inclusion in district reporting in compliance with Section 1011.60(1), Florida Statutes.
- 5) **Annual Property Inventory:** The School shall adhere to the requirements pertaining to tangible personal property as set forth by the Florida Administrative Code 69I-73.006, including an annual inventory of tangible personal property. Any tangible personal property owned by the Sponsor and located at the School may be inventoried at any time, without notice. The School shall provide the Sponsor with a copy of all annual tangible personal property inventory audit reports. The School shall not sell or dispose of any property received from the Sponsor without the written permission of the Sponsor.
- 6) **Annual Financial Audit:** Following each school year of operation, the School shall obtain and pay for an annual financial audit of its accounts and records through June 30 of that year, pursuant to Section 218.39, Florida Statutes. The audit shall be conducted by an independent certified public accountant, selected pursuant to Section 218.391, Florida Statutes. The School shall provide the Sponsor with a copy of such an audit, as well as any responses to the auditor’s findings by September 20th of each year. The audit must be conducted in accordance with the rules of the Auditor General adopted pursuant to Section 11.45, Florida

Statutes. The Sponsor reserves the right to perform additional audits as part of the Sponsor's financial monitoring responsibilities as it deems necessary.

7) Expedited Review and Corrective Action Plan:

- a.** The School shall be subject to an expedited review by the Sponsor if one of the following occurs:
 - (1)** Failure to provide for an audit required by Section 218.39, Florida Statutes.
 - (2)** Failure to comply with reporting requirements pursuant to Section 1002.33(9), Florida Statutes.
 - (3)** A deteriorating financial condition identified through an annual audit pursuant to Section 218.39(5), Florida Statutes, or a monthly financial statement pursuant to Section 1002.33(9)(g), Florida Statutes. "Deteriorating financial condition" means a circumstance that significantly impairs the ability of the School to generate enough revenue to meet its expenditures without causing the occurrence of a condition described in Section 218.503(1), Florida Statutes.
 - (4)** Notification pursuant to Section 218.503(2) that one or more of the conditions specified in Section 218.503(1) have occurred or will occur if action is not taken to assist the School.
- b.** The Sponsor shall notify the governing board within 7 business days after one or more of the conditions specified in paragraph (i) occur.
- c.** The governing board and the Sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received as provided in paragraph (ii). If the governing board and the sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
- d.** The governing board shall include the corrective action plan and the status of its implementation in the annual progress report to the Sponsor which is required pursuant to Section 1002.33(9)(k), Florida Statutes.
- e.** If the governing board fails to implement the corrective action plan within 1 year after one or more of the conditions specified in paragraph (i) occur, the State Board of Education shall prescribe any steps necessary for the School to comply with state requirements.

- f. The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements referenced in paragraph (v).
- g. The School Board may decide not to renew or may terminate this charter if the School fails to correct the deficiencies noted in the corrective action plan within one 1 year after being notified of the deficiencies or exhibits one or more financial emergency conditions specified in Section 218.503, Florida Statutes, for two consecutive years. The School recognizes that under state law, this authority to terminate or not renew the charter does not affect the School Board's authority to terminate or not renew a charter pursuant to Section 1002.33(8), Florida Statutes.

8) Financial Emergency and Recovery Plan: :

- a. If a financial audit conducted by a certified public accountant in accordance with Section 218.39, Florida Statutes, reveals that one or more of the conditions in Section 218.503(1), Florida Statutes, have occurred or will occur if action is not taken to assist the School, the auditor shall notify the governing board of the School, the Sponsor, and the Commissioner of Education within 7 business days after the finding is made.
- b. If the School is found to be in a state of financial emergency pursuant to Section 218.503(4), Florida Statutes, the School shall file a financial recovery plan pursuant to Section 218.503, Florida Statutes, with the Sponsor and the Commissioner of Education within 30 days after being notified by the Commissioner of Education that a financial recovery plan is needed.
- c. The governing board shall include the financial recovery plan and the status of its implementation in the annual progress report to the Sponsor which is required under Section 1002.33(9)(k), Florida Statutes.

K. Reversion Upon Non-Renewal or Termination: In the event the School ceases operation or is dissolved, or this Charter is not renewed or is otherwise terminated, any unencumbered public funds from the School shall revert to the Sponsor except for capital outlay funds. Capital outlay funds provided pursuant to Section 1013.62, Florida Statutes, and federal charter school program grant funds that are unencumbered shall revert to the Florida Department of Education. All of the School's property and improvements, furnishings, and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. Any such item owned by the School shall be presumed to have been purchased with

public funds unless the School's accounting records clearly establish that the item was purchased with other funds.

V: Facilities

1. The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to section 1013.37, F.S., or with applicable state building codes pursuant to Chapter 553, F.S., and state fire protection codes pursuant to section 633.025, F.S., as adopted by the authority in whose jurisdiction the facility is located. Should the School decide to relocate at any time during this charter, the School must notify the Sponsor of the new proposed location for the School at least six (6) months prior to the move. The School will provide proof of the appropriate facility certification for occupancy and operations as a K-8 school, including all certificates that are required by the applicable building, fire, health and sanitation codes, to the Sponsor not later than thirty (30) days prior to the first day of pre-planning week. If either of these deadlines are not met, then the parties agree that this charter shall be deemed null and void, and shall automatically cease to be in effect. Should the School decide to relocate at any time during this charter, the School will provide proof of the appropriate facility certification, including all certificates that are required by the applicable building, fire, health and sanitation codes, to the Sponsor not later than thirty (30) days prior to the first day of the month in which school is to open.
2. Any lease, except when the Sponsor is the Lessor, shall contain a clause recognizing that the Sponsor is not a party to the lease and shall not be responsible for fulfilling any term of the lease in the event that the School's charter is terminated or not renewed. Should the School enter into any mortgage or other debt obligation in order to purchase or build a facility on a site other than property owned by the Sponsor, the mortgage or other documentation of the debt obligation shall specifically recognize that should the School default on the mortgage or other debt obligation, and should there be any funds remaining subsequent to all foreclosure proceedings on the defaulted mortgage or other debt obligation, such funds shall be paid to the Sponsor. A mortgage or other debt obligation shall not be incurred using property owned by the Sponsor or deeded with a reverter clause by the Sponsor as collateral.
3. If a Sponsor facility or property is available because it is surplus, marked for disposal, or otherwise unused, it shall be provided for the School's use on the same basis as it is

made available to other public schools owned by the Sponsor. In such case, the School shall be required to agree to reasonable maintenance provisions in order to maintain the facility in a manner similar to the standards maintained by the Sponsor. Any maintenance obligations of the Sponsor shall be deemed satisfied where such provision includes the assignment of Public Education Capital Outlay maintenance funds to the School, with the School procuring the necessary maintenance services. Also, in such case, the Sponsor shall be required to approve of any material addition, change or renovation of the facility, subject to compliance with necessary codes and permits. The effect of such approval is only to permit the School to go forward with the project, and shall not in any way represent a warranty of the plans for the project. Sponsor facilities marked for demolition or identified in Sponsor's Educational Plant Survey as not recommended for continued use or conditionally recommended for continued use shall not be considered available unless the School agrees to fund appropriate renovations and improvements as deemed necessary by Sponsor and prior to student occupancy.

4. The School is responsible for compliance with all inspection requirements and/or license requirements that are mandated by the applicable local government and/or the state. The School shall provide the Sponsor with documentation that the School is in compliance with all such requirements by May 1 of each year of operation.
5. The School will allow the Sponsor access to the facility to inspect the facility and to ensure compliance with this charter and any other agreement between the parties.
6. The School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

VI: Transportation

The School shall be responsible for providing transportation to students to and from the School who reside beyond two miles from the School but within a "reasonable distance" of the School. For the purpose of this Charter, a "reasonable distance" shall be defined as within twelve miles of the School. The transportation will be consistent with the requirements of sections 1006.21 through 1006.27, F.S., as well as Florida State Board of Education Administrative Rules for student transportation, section 6A-3.0001 through 6A-3.037. The School shall provide transportation for children with disabilities who enroll in the School in accordance with their Individual Education Plans (IEP). The School may contract with the Sponsor for this service at a cost agreed upon by the Sponsor and the School, provided the site is determined to be accessible in accordance with state

law, state regulations and Sponsor policy, or with an individual parent as provided for within the Sponsor's student transportation policies and procedures or, subject to the approval of the Sponsor, with a private provider using a vehicle that meets federal motor vehicle safety standards. If the parties agree upon the Sponsor providing student transportation services, a separate memorandum of agreement must be agreed upon and executed. Services will not begin until the memorandum of agreement is executed by the School and returned to the Sponsor. If using a private firm or if the School itself is providing transportation, the School must submit the firm's name and a copy of the final transportation plan to the Sponsor, and proper documentation that all bus operators have been certified in accordance with established directives. The Sponsor reserves the right to determine if the School is in compliance with established federal, state and local standards. All bus operators who have not obtained proper certification to transport students shall not be allowed to transport any of the School's students until properly certified and approved by the Sponsor. The School must also provide the Sponsor with documentation of the thirty (30) day bus inspection required by Florida Administrative Code Rule 6A-3.0171. The Sponsor reserves the right to inspect the School's buses, bus routes, stop assignments and operator certification at any time, with reasonable advance notice (usually 24 hours) so as not to disrupt the School's operation, unless exigent circumstances exist. Failure to comply with these provisions shall constitute "good cause" and the basis for termination of this charter contract. Any deficiencies found during a compliance review may result in the loss of transportation services until the School is in compliance. A bus evacuation drill will be conducted each semester. The School shall certify that such drill occurred on a form provided by the Sponsor. The School further agrees to ensure that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the School.

VII: Insurance and Indemnification

A) Indemnification of Sponsor

- 1)** The School agrees to indemnify and to hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:
 - a)** the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

- b) the School's material breach of this Charter or law
 - c) any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;
 - d) any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;
 - e) the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf; and/or
 - f) professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or Board of Directors.
- 2) The School agrees to defend any and all such action using competent counsel, selected by the School, subject to Sponsor's approval, which shall not be unreasonably withheld.
 - 3) The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, nonrenewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination.
 - 4) In no way shall the School's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.
 - 5) The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act

(IDEA), including failure to provide a Free Appropriate Public Education to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the Florida public records or open meetings laws.

- 6)** The duty to indemnify described in this charter will continue in full force and effect notwithstanding the expiration, non-renewal or termination of the charter with respect to any claim arising out of this charter or the operation of the School for such time as any such claim shall not be barred by any applicable statute of limitation. The duty to indemnify for professional liability as insured by a School Leaders Errors and Omissions policy shall continue in full force and effect notwithstanding the expiration, nonrenewal, or termination of this charter with respect to any claims based on facts or conditions which occurred prior to the expiration, nonrenewal, or termination. In no way shall the School's errors and omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured, or for which the School should have been insured under commercial general liability insurance, automobile liability insurance or employer's liability insurance.

B) Sovereign Immunity

Notwithstanding anything herein to the contrary, neither party waives any part of its sovereign immunity, and any obligation of one party to indemnify, defend and/or hold harmless the other party as stated above shall extend only to the limits, if any and if applicable, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, F.S. for claims falling within the coverage of that statute.

- C)** The School shall, at a minimum, secure and maintain insurance coverage as outlined in Volusia County School Board Policy #104 (Charter Schools) as well any coverage that may be required by Florida Statute. The School must submit a certificate of insurance naming the District as additional insured for all required insurance coverage no less than annually or upon each renewal of each individual insurance policy. The School must immediately notify the District of the cancellation or termination of any required insurance policy. Failure to procure and maintain any part of this insurance requirement shall be considered a material default of the Charter School contract.

- D)** Notwithstanding any other provision contained herein, the School may submit evidence of

insurance prior to approval of this charter substantially similar to the insurance provisions set forth in this section and subject to Sponsor's approval. Such evidence of insurance shall be attached as Appendix 7.

VIII: Governance

- A)** The Burns Science and Technology Charter School is the name of the charter school operated by the Burns Science and Technology Charter School ("the Corporation") under the terms of this charter. The Corporation is a non-profit corporation formed and organized under the applicable laws of the State of Florida. The Corporation shall be designated as an educational organization under Section 501 (c)(3) of the Internal Revenue Code. The Corporation shall attain status as a tax- exempt organization under Section 501, Internal Revenue Code and agrees that it shall not allow its tax-exempt status to be revoked or to lapse. The Corporation shall immediately inform the Sponsor if its status is questioned or modified by the Internal Revenue Service, and it shall at all times be a Florida non-profit corporation in good standing.
- B)** The Corporation has an elected and unpaid Charter Board. Members of the Charter Board shall not be employees of the School, or employees or family members of employees of the Education Service Provider if one is selected. The membership of the Charter Board will include local representation. The members of the Charter Board constitute the governing board of the School, and shall manage its activities and affairs. The Charter Board establishes the policies of the Corporation and the School by majority vote and only members of the Charter Board are entitled to vote on the business and affairs of the Corporation. The make-up of the Charter Board shall be in accordance with the by-laws of the Corporation. The School will submit the Charter Board members' names, addresses and resumes to the Sponsor on an annual basis by July 1, and shall provide the Sponsor with additional updates as may be necessary. Members of the Charter Board shall undergo background screening in the manner provided for in section 1012.32, F.S.
- C)** The Corporation has by-laws that govern the Charter Board and the School and all actions taken will be consistent with those by-laws. The Charter Board will meet at least quarterly. The minutes from meetings of the Board shall be posted within five (5) working days of each meeting at locations at the School. An agenda for each meeting will be posted three days in advance of the meeting. The Board will oversee the responsibilities of the School and set policy and direction for the School. The Board will assume responsibility for all

fiduciary, legal and regulatory compliance issues. The roles and responsibilities of the Board will include:

- 1) annually adopting and maintaining an operating budget;
 - 2) retaining the services of a certified public accountant or independent auditor for the annual financial audit, who shall submit the report to the Charter Board;
 - 3) reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan, if applicable;
 - 4) monitoring a financial recovery plan in order to ensure compliance, if applicable;
 - 5) establishing and overseeing operational policies, academic accountability, and financial accountability;
 - 6) exercising continuing oversight of the School's operations;
 - 7) reporting the School's progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports;
 - 8) participating in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.
 - 9) make full disclosure of the identity of all relatives employed by the School in accordance with section 1002.33(7)(a)18, F.S.;
 - 10) adopt policies establishing standards of ethical conduct for instructional personnel and school administrators in accordance with section 1002.33(12)(g)3, F.S.;
 - 11) comply with the standards of conduct set out in sections 112.313(2), (3), (7), and (12), and 112.3143(3), F.S.;
 - 12) avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;
 - 13) operate in compliance with the Sunshine Law, section 286.011, F.S.; and
 - 14) operate in compliance with chapter 119, F.S., relating to public records.
- D)** The School will be operated as a private employer pursuant to section 1002.33(12), F.S.
- E)** The School will comply with the provisions of Chapter 119, F.S., the state's public records law, in all of its financial, business, membership matters, and all of the School's records, except student information under FERPA and applicable state law, and other

information excepted from the application of the public records law shall be open to the public.

- F)** All meetings of the School's governing body shall be open to the public pursuant to section 286.011, F.S., relating to public meetings. For all meetings of the School's governing body for which minutes are required by Florida law, a copy of such unapproved minutes shall be forwarded to the Sponsor within thirty (30) days of the meeting. The School shall provide the Sponsor with a schedule of all meetings of its governing board, and shall also provide advanced notice of any changes or additions to the schedule.
- G)** The parties agree that the Sponsor, with reasonable notice, may request at any time, that the School provide reports on School operations and student performance. The Sponsor shall have access to the School and all School and student records at any time.
- H)** The administrative management of the School shall be conducted by an individual(s) with sufficient training and experience to successfully provide all necessary administrative services. The School shall provide the Sponsor with a clear description of how administrative services are to be provided, a delineation of the administrative responsibilities to be carried out by the individual(s) involved, and the administrative policies and practices to be followed at the School, to the extent those policies and practices are not already set out in this charter. The School shall also provide the Sponsor with documentation supporting the professional experience and competence of the individuals(s) providing administrative services. The School will provide the Sponsor with updates of these procedures, practices and documentation prior to implementation of the updates.
- I)** The School agrees to adhere to a policy of non-discrimination in educational program/activities and employment and strive affirmatively to provide equal opportunity for all, including as required by:

 - 1)** Title VI of the Civil Rights Act of 1964 -which prohibits discrimination on the basis of race, color, religion, or national origin.
 - 2)** Title VII of the Civil Rights Act of 1964, as amended – which prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.
 - 3)** Title IX of the Education Amendments of 1972 – which prohibits discrimination on the basis of gender.

- 4) Age Discrimination in Employment Act of 1967 (ADEA), as amended- which prohibits discrimination on the basis of age with respect to individuals who are at least 40.
- 5) Section 504 of the Rehabilitation Act of 1973 – which prohibits discrimination against the disabled.
- 6) Americans with Disabilities Act of 1990 (ADA) - which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations, and telecommunications.
- 7) The Family and Medical Leave Act of 1993 (FMLA)- which requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.
- 8) Florida Educational Equity Act – which prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.
- 9) Florida Civil Rights Act of 1992 – which secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap or marital status.
- 10) Veterans are provided reemployment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 F.S., which stipulate categorical preferences for employment.
- 11) Genetic Information Nondiscrimination Act of 2008.

J) Conflict Resolution

It is anticipated that continued open communication between the Sponsor and the School will prevent the need for implementing a conflict resolution procedure. If needed, the Conflict Resolution procedure will be as follows:

- 1) Step 1: As a first step, informal discussions will be conducted between representatives of the School and the Sponsor regarding the particular issue in question.
- 2) Step 2: If the issue is not resolved at Step I, written notice will be provided by the Sponsor or the School outlining the nature of the identified problem in performance or operation not being met or completed to the satisfaction of either party. A meeting will then be held between the Charter Board of the School and the appropriate district staff or representative(s) designated by

the Superintendent to discuss the issue(s) and any changes in operation, and/or modifications, or amendments to the charter terms and conditions.

- 3) Step 3: If the issue is not resolved at Step 2, the next step shall be to request the services of a mediator from the State Board of Education to resolve the conflict.
- 4) Step 4: If an issue cannot be resolved at Step 3, either party may invoke the alternative dispute resolution procedure in section I 002.33, F.S. The Sponsor does not waive any of its rights pursuant to this section and reserves all its authority and jurisdiction as granted to it pursuant to law.

IX: Education Service Provider

Should the School decide to retain an Education Service Provider/Management Company (ESP) to conduct a significant portion of the School's operation, the following terms shall apply.

- A) The School shall submit a copy of any proposed contract for such services to the Sponsor at least thirty (30) days prior to the contract being executed. The School must clearly demonstrate that a performance based "arms-length" relationship will exist between the School and the ESP. The School shall also submit written documentation demonstrating due diligence in the selection process of an ESP, and in the negotiation of the proposed agreement, including documentation that the funds to be paid to the ESP are consistent with industry standards in the charter schools in the State of Florida. Any proposed contract shall clearly identify the amount the ESP is to be paid. Included with that contract will be a statement of the qualifications and the professional experience or competence of those individuals or the organization hired or retained to provide such services, and a clear description of their responsibilities.
- B) Prior to entering into a contract with an ESP, the School must first obtain the Sponsor's approval of the ESP. Such approval must be obtained from the School Board at an open meeting, but will not include any approval of the contract between the School and the ESP, as the Sponsor is not a party to that contract.

X: Human Resources

- A) Employment

The School shall select its own employees. The employment practices of the School shall be nonsectarian and will not violate the anti-discrimination provisions of state and federal law. The School shall not require any employee to enter into a covenant not to

compete.

B) Teacher and Employee Qualifications and Employment Process

- 1) Teachers employed by the School will be properly certified as required by Chapter 1012, F.S., and shall also meet the qualification standards required under the No Child Left Behind Act. Criteria for hiring all other staff shall be in accordance with their educational and/or experiential backgrounds that match the job responsibilities they will be expected to perform. The School agrees to disclose to the parents' of its students and to the Sponsor the qualifications/certifications of its teachers during the enrollment process.
- 2) Before employing instructional personnel or school administrators in any position that requires direct contact with students, the School shall conduct employment history checks of each of the personnel's or administrators' previous employers, screen the instructional personnel or school administrators through use of the educator screening tools described in section 1001.10(5), F.S., and document the findings. If unable to contact a previous employer, the School must document efforts to contact the employer.
- 3) The School shall not employ any person who has been terminated or non-renewed by the Sponsor except with Sponsor's consent. The School shall not employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by Florida or any other state. The School may not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety. The School may employ or contract with skilled selected noncertified personnel to provide instructional services (if allowed by federal law) or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012, F.S., and as provided by State Board of Education rule for charter schools.
- 4) The Sponsor's Human Resources Department shall process the School's certification applications. The School shall provide all evaluation programs required by law for new teachers to receive and maintain certification.
- 5) All employees of the School will be fingerprinted in accordance with section 1012.23, (F.S.) at a site designated by the Sponsor, with the cost to be borne by the

individual being fingerprinted. The results of all fingerprint reports shall be provided to the School along with reports from the drug testing. The Sponsor's Human Resources Department and/or Professional Standards Department shall review those reports and determine clearance. Instructional personnel and school administrators, as defined in section 1012.01, shall be disqualified from working in any position that requires direct contact with students if found to be ineligible under 1012.3 15.

- 6) The School will establish and maintain an alcohol and drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. section 701 et seq and rules at 34 C.F.R. Part 85 Sub-Part F. In addition, if the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V) regulations at 49 C.F.R. Parts 40 and 382, and Section 1012.45. Drug testing will also be conducted through the Sponsor's established program. The individual applicant shall pay the cost of pre-employment drug- testing. The School shall bear the cost of any other drug testing required by law. The Sponsor's Human Resources Department and/or Professional Standards Department shall review those reports and determine clearance.
- 7) The School shall comply with all personnel requirements set out in Florida Statute that are applicable to the Sponsor. Should the School knowingly violate any of the provisions set out in section 1002.33(12Xg), then the School Board shall terminate this charter pursuant to section 1002.33(8), F.S.
- 8) The School agrees that its employees shall be required to abide by the guidelines and/or standards of conduct set forth in Chapter 68-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6-81.006, Principles of Professional Conduct for the Education Profession in Florida. The governing board of the School shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators. The policies must require all instructional personnel and school administrators, as defined in section 1012.01, F.S., to complete training on the standards; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the

liability protections provided under sections 39.203 and 768.095, F.S. The School, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

- 9) The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a crime of moral turpitude. The School shall not allow any person with a criminal conviction to serve in any capacity with the School or its governing body whether employed directly by the School or its governing body or by a contractor without the written consent and approval of the School's Executive Board. A copy of the written consent and approval shall be immediately delivered to the Sponsor and shall be placed in the person's personnel file maintained by the School.
- 10) Pursuant to section 1002.33(24), F.S., School officials and personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the School in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in the School if such appointment, employment, promotion, or advancement has been advocated by School personnel who serve in or exercise jurisdiction or control over the 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.
- 11) Employees of the Sponsor may take leave to accept employment at the School

upon the approval of the School Board. While employed by the School and on leave that is approved by the School Board, the employee may retain seniority accrued in the District. The Sponsor shall not require resignations of teachers desiring to teach at the School. Employees who are employed by the Sponsor who take a leave of absence to work at the School, but who subsequently desire to return to the Sponsor, shall be placed on the Sponsor's list of unassigned teachers and shall be re-employed by Sponsor if recommended by a principal for a position at the principal's school and recommended by the Superintendent and approved by the School Board. For those employees granted leave from Sponsor to work at the School, the Sponsor will allow years of service earned and unused sick leave at the School to be transferred back to the Sponsor for the purpose of placement on the salary schedule, if the employee becomes re-employed by Sponsor. An Employee's employment with the School shall be solely under the direction and control of the School and he or she shall not be acting, while working for the School, as employees of the Sponsor. The Sponsor shall not be obligated to grant leave to any employee identified by the Sponsor as being in a position it deems as having a shortage of qualified candidates.

XI: Security

The School shall meet the same all hazards security standards that other schools in the Sponsor must meet. The School shall ensure that its security manual parallels that of the Sponsor. The School shall send a copy of its safety and security procedures manual, law enforcement and fire department walk through documentation, and self-assessment review to the Sponsor on an annual basis. The School shall conduct regular safety and security drills and inspections of safety equipment in accordance with the schedule established by the Sponsor. The School shall be placed on the Sponsor's safety and security assessment calendar for annual review. The School shall also comply with all requirements of the Jessica Lunsford Act.

XII: Lunch Program

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations. If it is agreed that School Way Café is to be the sponsor, a separate memorandum of agreement will be required on a yearly basis. The school will be responsible for

providing a wellness plan and the results on a yearly basis.

XIII: Annual Report

The School shall make annual progress reports to the Sponsor, which upon verification shall be forwarded to the Secretary of Education, at the same time as other annual school accountability reports. The report shall contain at least the following information.

- A)** The report will include student achievement performance data, including the information required for the annual school report and the education accountability system governed by sections 1008.31 and 1008.345, F.S. The School shall be subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the School's performance projections identified in the charter. The School shall identify reasons for any difference between projected and actual student performance. The "projections identified in this charter" shall be those goals and objectives set out in section II.A of this Charter, and as are subsequently agreed upon in accordance with section II.A of this Charter.
- B)** The report will include documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes.
- C)** The report will include the financial status of the School, which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
- D)** The report will include descriptive information about the School's personnel, including salary and benefit levels of the School's employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

XIV: Additional Contract Terms

- A)** The Sponsor agrees to place the School on the Sponsor's inter-school mail route in order to facilitate communications and to allow the School a single account with access deemed appropriate by the Sponsor to, and place on, any internal electronic communications systems. The School shall be responsible for any additional hardware, software and/or phone lines to provide this access. Access to these internal communications systems is limited to communications between the School and the Sponsor unless otherwise

mutually agreed upon.

- B)** The Sponsor agrees to request of its staff members to send all memos and other notices regarding curriculum, staff development, performances and other events open to public school students and any other information that is necessary for the School to complete all reports required by the Sponsor, state, or other person/organization in an effective and timely manner. The faculty and support staff at the School will have access to all staff development training offered by the Sponsor on a space available basis.
- C)** The School will comply with the requirements of section 1003.54, F.S. in regard to procedures involving parent notification, documentation of eligibility, and retention of records. The School will also participate in the Sponsor's compliance monitoring for dropout prevention programs.
- D)** Unless otherwise exempted by applicable Florida Statutes, the School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and the State and Federal Departments of Education. The School shall be responsible for completing, in a timely manner, all reports, such as school improvement plans, individual professional development plans, academic improvement plans, etc., required by the Department of Education.

XV: Miscellaneous Provisions

- A)** Severability: If any word, phrase, sentence, paragraph or provision of this Charter shall be deemed illegal or void as against public policy, same shall not operate to invalidate the whole if same may be deleted without impairing the validity or intent of the whole agreement.
- B)** Titles: Any and all titles to Articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Charter, and shall not be considered in the interpretation of the Charter or any provision hereof.
- C)** Interference with Performance: Neither party shall be in default of this Charter if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of 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.
- D)** Entire Agreement: This document and other documents referred to in this document

which are incorporated by reference, including but not limited to, the School's application, and any other subsequently written and executed lease or memorandum of agreement, constitute the full, entire, and complete agreement of the parties. All prior representations, understandings and agreements are superseded and replaced by this charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, written, mutual consent of the parties.

- E)** Assignment: This Charter shall not be assigned by either party without the prior written consent of the other party.
- F)** No Waiver: No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly so stated.
- G)** [Reserved]
- H)** Survival: All representations and warranties are for the life of the Charter.
- I)** Third-Party Beneficiary: This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student of the School.
- J)** Applicable Law and Venue: This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that state. The proper venue for any litigation arising under this Charter shall be Volusia County, Florida. The parties mutually agree that the language and all parts of this Charter shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either of the parties. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.
- K)** Law, Rule or Regulation as Amended: Whenever reference is made to a statutory law, rule, regulation, or the Sunshine State Standards in this Charter, such reference shall mean such law, rule or regulation as may from time to time be amended.
- L)** Statutory Amendment: It is anticipated that during the term of this Charter there may be substantive and numerical amendments to the federal, state, and local statutes, regulations, rules and policies that are referenced in this Charter. If any federal, state or local statute, regulation, rule or policy is renumbered and/or amended then the reference to that statute, regulation, rule or policy is intended to reflect the renumbering or amendment. If any state or federal statute affecting the School is amended or enacted during the term of this Charter in such a manner as to make any provision of this Charter invalid or

contrary to law in effect after such amendment, then the parties agree that they will meet to discuss an amendment to this Charter to rectify the conflict. If the parties are unable to agree to an amendment, then, within thirty (30) days of written notice by either party that the agreement to a requested amendment cannot be reached, the parties will submit to the dispute resolution process as set forth in this Charter.

- M)** Notices: Where written notice is required by this Charter, it shall be directed to the other party at the address hereinafter provided, or to such other address as either party may designate by notice from time to time in accordance herewith, and to the attention of the individual designated by the Superintendent of Schools for the Sponsor, and to the Principal for the School:

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE BURNS SCIENCE AND TECHNOLOGY CENTER, INC.

BY:

Chairman of the Board of Directors

Director

THE SCHOOL BOARD OF VOLUSIA COUNTY

BY:

Linda Costello, Chairman of the Board

James T. Russell, Superintendent of Schools