

CHARTER SCHOOL CONTRACT

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

THIS CHARTER entered into as of the 28th day of October 2019 by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida, whose post office address is 120 Lowery Place SE, Fort Walton Beach, Florida 32548 and DESTIN HIGH SCHOOL, INC., a Florida not for profit corporation, whose post office address is 4495 Furling Lane, Suite 130, Destin, Florida 32541.

DEFINITIONS

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this charter entered into between the School and the Sponsor.

County shall mean County, Florida.

District shall mean The School District of Okaloosa County, Florida.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Destin High School, Inc.

Sponsor shall mean The School Board of Okaloosa County, Florida.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District.

SECTION 1

- A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.
- B. Term of Charter.
1. Effective Date. This Charter shall become effective on November 1, 2019 or upon the date it is signed by the both parties, whichever is later.
 2. Term. The initial term of this Charter shall be five (5) years commencing on the 1st day of July 2020 and ending on the 30th day of June 2025 unless terminated sooner pursuant to §1002.33, *Florida Statutes*, or as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to §1002.33, *Florida Statutes*. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.
 3. Start-Up Date/School Calendar.
 - i. For the first year of operating under this Charter the School shall begin classes on the same day as the Sponsor or at such other time as otherwise agreed to by the parties. The School cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this Charter. The School may defer the opening of the School's operations for up to two (2) years to provide time for adequate facility planning. The School must provide written notice of such intent to the Sponsor and the parents of enrolled students at least thirty (30) calendar days before the first day of School. The planning year(s) does not extend the term of this Charter. Failure to open the School after the planning years is good cause for termination of this Charter.
 - ii. For every year after the first year of operation, if the School's calendar will not be consistent with the beginning of the Sponsor's public-school calendar, the School shall provide a least fifteen (15) days notice to the Sponsor prior to opening of their school year. The School shall provide instruction for at least the number of days and the minimum number of instructional minutes required by law for other public schools. Instructional days beyond the minimum must be submitted to the Sponsor for review and approval no later than fifteen (15) business days prior to

the first day of the school year. Changes that may be requested during the school year must be approved by the Sponsor. After the School's calendar is approved, any subsequent modification must be approved by the Sponsor prior to implementation.

4. Charter Modification: This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information, acceptable to the Sponsor relating to curriculum, budget, facilities, and staff through a subsequent or supplemental charter school application, filed by March 1st prior to the school year that the changes are proposed to be implemented. Further, no modification may alter student eligibility or enrollment except as permitted by law.
5. Charter Renewal: This Charter may be renewed as provided for in §1002.33(7)(c)(1), or §1002.331, *Florida Statutes*. The Sponsor may not require School to waive the provisions of §1002.331, *Florida Statutes*, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with §1002.331(2), *Florida Statutes*, as a condition of approval or renewal of a charter. Renewals shall be for a term of five (5) years unless another term is mutually agreed upon, required, or allowed by law. Upon approval, the Charter will be renewed following the charter negotiation process in current School Board policy as required by law.
6. Periodic Review and Evaluation: The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five (5) years, the Sponsor shall conduct a High-Stakes Review at least every five (5) years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum.

1. Significant changes in the curriculum constitute a change in the educational program and shall require an amendment to the Charter through the submission of a subsequent or supplemental charter school application pursuant to the initial application process.
2. The School agrees to implement its educational and related programs as specified in the Application (Appendix 1), including the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with

legal and professional standards, unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with applicable Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners ("ELL") and ensure the ELL program complies with state and federal requirements. The District's ELL plan is attached hereto as Appendix 2.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the Application, or otherwise described in this Charter.

D. Renewal/Non-Renewal/ Termination.

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. Any non-renewal or termination of this Charter shall be subject to §1002.33(8), *Florida Statutes*, and the terms of this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons:
 - i. Failure to participate in Florida's education accountability system created in §1008.31, *Florida Statutes*, as required in this section, or failure to meet the requirements for student performance stated in this Charter;
 - ii. Failure to meet generally accepted standards of fiscal management which includes, but is not limited to, a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) calendar days; spending in excess of approved appropriations; and material discrepancies (five (5%) percent or greater) between unaudited annual financial reports and audited statements;
 - iii. Violation of law or a material breach of the provision of this Charter by the School;
 - iv. Other good cause shown, which may include, but is not limited to,

any of the following:

- a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;
- b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
- c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
- d. Failure by the School to provide the District with access to records as required by law or this Charter;
- e. Failure of the School to maintain minimum insurance coverage as described in this Charter or provide evidence that such insurance is in effect if not timely cured after written notice;
- f. Violation by the School of any court order pertaining to the operation of the School;
- g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management organization where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to §218.503, *Florida Statutes*;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written

notice;

- k. Perpetration of a material fraud upon the Sponsor or material misrepresentation, either willfully or recklessly, in the Application or this Charter;
- l. Failure to comply with background screening and other requirements set forth in §1002.33, *Florida Statutes*;
- m. Failure by the School to comply with all applicable laws, ordinances, and codes of federal, state, and local governance including, without limitation, the Individuals with Disabilities Education Act (“IDEA”) and applicable laws relating to ELL.
- n. Failure to make sufficient progress in attaining the student achievement objectives of this Charter and a showing that it is not likely that such objectives can be achieved before the end of this Charter term;
- o. Willfully or recklessly failing to manage public funds in accordance with the law;
- p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- q. Failure to maintain the minimum number of Governing Board members for more than thirty (30) days;
- r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;
- s. Receiving a grade of “F” or rating of declining in any two (2) consecutive years except as provided in §1002.33(9)(n)3, *Florida Statutes*;
- t. Failure to deliver the instructional programs or curricula identified in the Application;
- u. Failure to make contributions to the Florida Retirement System (FRS) if the School has elected to be part of the FRS;

- v. Having substantial debt resulting in a deteriorating financial condition or delinquency in payments;
- w. Failure to have an annual audit that complies with the requirements specified by law and this Charter or to timely submit required financial reports;
- x. Failure to meet generally accepted accounting principles;
- y. Failure to comply with maximum class size restrictions as required by law to the extent said requirements are applicable to charter schools;
- z. receiving a determination of financial emergency, pursuant to §218.503, *Florida Statutes*;
- aa. Material violation of the School's corporate bylaws if not timely cured after written notice;
- bb. Illegal or improper student admissions, dismissals, transfers and/or withdrawal practices as defined by state law, Sponsor's policies, and/or this Charter;
- cc. Failure to comply with applicable local, state, or federal rules or regulations concerning school transportation;
- dd. Failure to timely comply with all financial reporting requirements and in the format specified by the Sponsor and the FDOE;
- ee. Violation of the prohibition against School Governing Board members receiving compensation, directly or indirectly, from the School's operations, including but not limited to grant funds;
- ff. Failure to fulfill all the requirements for highly qualified instructional personnel as defined by federal law;
- gg. Failure to comply with the timely submission of the annual FDOE Charter School Accountability Report;
- hh. Failure to timely submit the School Improvement Plan (SIP) to the Sponsor, if applicable and as required by law;

- ii. Failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- jj. Failure to make adequate progress towards goals and performance objectives applicable to the School and/or the SIP;
- kk. Failure of School to comply with §§1003.42 and 1008.25, *Florida Statutes*. (Public School Student Progression; Student Support; Reporting Requirements);
- ll. Failure to use records and grade procedures that adequately provide the information required by the Sponsor, FDOE and statute;
- mm. Failure to provide Special Education (SPED) students and ELL with programs and services in accordance with federal, state and local laws;
- nn. Admitting or dismissing of students based on a student's academic performance;
- oo. Failure to obtain proof of consent to enroll, withdraw, or transfer each student from the student's parent / guardian or from the student, if the student is eighteen (18) years of age or older;
- pp. Failure to comply with the Florida Building Code and the Florida Fire Prevention Code, including reference documents, state laws and rules, and federal laws and rules, as applicable to charter schools;
- qq. Violation of Fla. Stat. Chapter 112 Part III, Code of Ethics for Public Officers and Employees as applicable to charter school Governing Board members and employees;
- rr. Violation of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99); and,
- ss. Any material violation of assessment administration and security procedures.

2. The Sponsor shall notify the Governing Board in writing at least ninety (90) days prior to renewing, non-renewing, or terminating this Charter.

- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within fourteen (14) calendar days of receipt of the notice, request a hearing. The hearing shall be conducted using the procedures specified in §1002.38(8)(b), *Florida Statutes*.
 - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.
3. The Sponsor may immediately terminate this Charter pursuant to §1002.33(8)(c), *Florida Statutes*, relating to immediate and serious danger to the health, safety or welfare of the School's students.
 - i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in §1002.33(8)(c), *Florida Statutes*, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.
 - ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created

by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

- iii. 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 School business. The Sponsor is not required to use its own funding resources to pay the School's debts.
 - iv. 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 School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships.
 - v. However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's funds any debts incurred by the School in order to avert a foreclosure or eviction.
 - vi. Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) calendar days notice or non-renewed in accordance with its terms during the pendency of an appeal in accordance with §1002.33(8), *Florida Statutes*.
 - vii. If the School appeals to the State Board of Education and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to §1002.33(8), *Florida Statutes*. In such event, the Sponsor shall allow the School's Governing Board and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.
4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the parents, the Sponsor, and FDOE as required by law, indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the

Governing Board and a waiver of its right to a hearing or appeal all post-termination provisions listed below apply.

5. Upon notice of termination or non-renewal the School shall not remove any unencumbered public funds or property purchased with either public or private funds until the Sponsor has a reasonable opportunity to determine whether the funds are public or private and whether the property was purchased with public or private funds. After notice of the Sponsor's decision to terminate, under no circumstances shall the School remove any property or funds.

E. Post Termination Provisions.

1. If this Charter is not renewed or is terminated (other than by immediate termination), the School shall be responsible for all the debts of the School. The Sponsor shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination, or non-renewal of this Charter (other than by immediate termination), any and all leases existing between the Sponsor and the School shall be automatically cancelled, unless the lease provides otherwise. 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.
3. In the event of termination, or non-renewal of this Charter (other than by immediate termination), any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, 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 is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as those goods purchased with grants and funds provided by a governmental entity. Public funds provided by the School and used by a management organization to purchase property and assets for the School are considered public funds.

4. In the event of non-renewal or termination (other than by immediate termination) all administrative, operational financial records of the School shall be turned over to the Sponsor along with all security system access codes and access codes for all computers in the School's facilities on the date the expiration, non-renewal or termination takes effect.
5. Upon initial notification of non-renewal, closure, or termination, the School may not expend more than \$10,000 per expenditure without prior written approval from the Sponsor unless the expenditure was included within the annual budget submitted to the Sponsor, is for reasonable attorney fees and costs during the pendency of any appeal, or reasonable fees and costs to conduct an independent audit.
6. Final Audit: Pursuant to §1002.33, *Florida Statutes*, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within thirty (30) days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements.

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in §1002.33, *Florida Statutes*, generally and subsection 1002.33(16), *Florida Statutes*, and other applicable State laws. The School agrees that it will abide by all federal and state, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of this Charter.

G. Safety and Security.

1. The School shall comply with all school safety and security requirements of Federal and State law and shall implement policies and programs required by such laws to accomplish the same.

SECTION 2: ACADEMIC ACCOUNTABILITY

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this Charter.

A. Annual Objectives.

1. By September 15th of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to §1002.33(7)(a)3, *Florida Statutes*. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15th of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12 for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
 - vi. Other ESSA Groups
3. By October 15th of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the Application. If the school will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the Application, and at least one (1) assessment administered in traditional public schools in the District.
 - i. The Sponsor shall review the proposed academic achievement goals within thirty (30) days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to §1002.33(6), *Florida Statutes*. If the Sponsor does not provide written notification within thirty (30) days of receipt, the goals shall be deemed accepted by the Sponsor.
4. By October 15th of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the

Charter, up to a maximum of four (4) years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section (2)(A)(3) above. Schools that have Charters in excess of five (5) years shall resubmit proposed academic achievement goals every four (4) years pursuant to the process described in this paragraph.

- i. The Sponsor shall review the proposed academic achievement goals within thirty (30) days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within thirty (30) days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to §1002.33(6), *Florida Statutes*. The goals may be adjusted at any time upon mutual written consent of both parties.
5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the FDOE.
6. The School and Sponsor may agree to adjust the goals through a charter amendment or addendum.
7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the Application.
8. School Improvement Plans (“SIP”): The School shall develop and implement a School Improvement Plan as required by §1002.33(9)(n), *Florida Statutes* and applicable State Board of Education Rules or applicable federal law. The School’s Governing Board shall review and approve the SIP prior to its final submission within the District’s SIP approval time frame. The School’s Governing Board shall be responsible for monitoring the School’s SIP.

B. Assessments.

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools are required to participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida’s Item Bank and

Test Platform.

3. If an Individual Education Plan (“IEP”), 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. All School personnel involved with any aspect of the testing process must have knowledge of and abide by State and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results and shall cooperate with any investigations involving the School. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The designated School testing coordinator is required to attend all training sessions and informational meetings required by the Sponsor. The School shall immediately notify the Sponsor upon any change in the designated testing coordinator. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration and shall timely comply with all State and District operational readiness evaluations. Failure to comply may result in costs assessed by the Sponsor to the School for the scheduling of subsequent evaluations and readiness testing.

C. Student Promotion/Graduation.

1. The School's student promotion policy shall be consistent with the provisions of the Application, the provisions of this Charter and shall comply with the Sponsor’s Pupil Progression Plan (“PPP”) as amended from time to time. The School will adopt the Sponsor's PPP.
2. The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

3. Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the School and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use.

1. The School agrees to allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met and as required by §§1008.31 and 1008.345, *Florida Statutes*.
2. The School may use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system once the School has installed, at its sole expense, the necessary connection to the system as approved by Sponsor. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade procedures that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g., staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, state mandated assessment scores, standardized test scores, previous public-school student report cards and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the District. Any expense for the aforementioned services that is not included as part of the Sponsor's administration fee under §1002.33(20), *Florida Statutes*, will be the responsibility of the School.
3. The School agrees to provide quarterly reports on school operations and student performances. The School agrees to utilize data within its annual progress report provided through its participation with the Sponsor pertaining to admissions, registration and student records.
4. As a high school, the School must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School.
5. Due to the possibility that students enrolled in the School may return to a District school or transfer to another charter school within the District, the School will utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures.

E. Textbook Inventory.

1. The School will maintain, and have available for review, a current textbook or digital textbook inventory for core courses which shall include the textbook titles. A list of instructional Materials used in the classrooms should be available on the School's Website.
2. The School shall provide adequate technological infrastructure to support and deliver all digital instructional materials.

F. Acceptable Use Policy.

The School shall adopt student and employee computer and privacy policies and standards that comply with all applicable state and federal laws. All charter school employees and students are bound by all of the Sponsor's computer policies and standards regarding data privacy and system security. The School shall not access, directly or through a third party, any of the Sponsor's student information unless and until the student actually enrolls in the School. Violation of this provision constitutes good cause for termination of this Charter.

SECTION 3: STUDENTS

A. Grades Served. The School will serve students in grades 9 through 12 as specified in the Application as follows:

1. Year One: 9-10
2. Year Two: 9-11
3. Year Three: 9-12

B. Enrollment Preferences. The School may provide enrollment preferences as allowed for in §1002.33(10), *Florida Statutes*. Further, the School may limit the enrollment process to target specific student populations as set forth in §1002.33(10)(e), *Florida Statutes* as described in the Application.

C. Non-Discrimination in Admissions. The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, §1000.05(2) (a), *Florida Statutes*. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The school may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to §1002.33(7), *Florida Statutes*, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

- D. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (“ESE”) and students who are served as ELL.

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

- E. Recruitment. The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

- F. Eligible Students.

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the Application deadline for a set time as determined and publicized by the Governing Board. If, at the ten (10) day count, the registered enrollment as reflected in the Sponsor's data system is less than seventy-five (75%) percent of the School's total projected enrollment as described in either the Application for the first year or as determined under the provisions of Section 3(I) of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within thirty (30) days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in §1002.33(10), *Florida Statutes*. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the School will utilize.
3. Enrollment is subject to compliance with the provisions of §1003.22, *Florida Statutes*, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
 5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
 6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to §§1006.15(3)(d) and 1002.20(18)(c), *Florida Statutes*.
- G. Class Size. To the extent that such provisions and laws are legally applicable to charter schools, the School shall comply with the requirements pertaining to what is commonly referred to as the "Class Size Amendment," which is presently codified at Section 1, Article IX of the Florida Constitution and at §1003.03, *Florida Statutes*, together with other related and applicable statutes and administrative regulations issued by the FDOE, as amended from time to time. The School shall immediately indemnify the Sponsor for any penalties imposed upon the Sponsor as a result of the School's noncompliance with this provision.
- H. Projected Enrollment. No later than November 1st of each year, the School shall provide to the Sponsor the School's projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
- I. Annual Enrollment.
1. Annual Enrollment Capacity: The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in §1002.33(10), *Florida Statutes*. The School shall provide to the Sponsor by March 1 of each year of this Charter, the proposed enrollment capacity for the subsequent school year.
 2. Preliminary Enrollment Projection: No later than November 1st of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
 3. Final Enrollment Projection: No later than June 1st of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this Charter, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and §1002.33, *Florida Statutes*. The School shall not project enrollment or enroll students in excess of the physical capacity of the building in which the School operates, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

The enrollment capacity of a School that is designated as High-Performing pursuant to §1002.331, *Florida Statutes*, shall be determined by the Governing Board.

- J. Restrictions on Pre-Enrollment Student Information: The School may not request prior to enrollment, through the application or otherwise, information regarding the student's academic history, record of standardized testing performance, juvenile or disciplinary history or status, a student's IEP, Education Plan ("EP"), Section 504 Plan, Limited English Proficiency Plan ("LEPP") or other information regarding a student's special needs, or use such information as a basis to deny or revoke enrollment.
- K. Maintenance of Student Records as Required by Statute.
1. The School shall ensure that all student records are kept confidential as required by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act of 1974 ("FERPA") (20 U.S.C. 1232g) and §§1002.22 and 1002.221, *Florida Statutes*. The Sponsor has the right with reasonable notice, if it has a legitimate educational interest, to review any and all student records maintained by the School including, without limitation, records pertaining to students in the ESE or ESOL programs at the School.
 2. The School will maintain active records for current students in accordance with applicable federal and state statutes and State Board of Education rules.
 3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
 4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
 5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private

schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
 7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
 8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
 9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with §1002.33(10)(b), *Florida Statutes*. Records must be maintained in accordance with applicable record retention laws.
- L. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, IDEA, Section 504 of the Rehabilitation Act of 1973, §§1000.05 and 1001.42(4) (1), *Florida Statutes*, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:
1. A non-discriminatory policy regarding placement, assessment, identification, and selection: The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of §1000.05, *Florida Statutes* (The Florida Education Equity Act). The School shall guarantee that its admissions policies shall be nonsectarian. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of students with

disabilities. The School will not request a copy of a student's IEP nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School.

2. Free Appropriate Public Education ("FAPE"): The School shall make a continuum of alternative placements available to students with disabilities to the same extent that other schools in the District are required to offer such placements. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEA), Section 504 of the Rehabilitation Act of 1973; §§1000.05, 1003.57, 1001.42(4)(1), and 1002.33, *Florida Statutes*; and Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's IEP. Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education.
3. Individual Educational Plans: The School will develop an IEP and conduct an IEP meeting with the student's family for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in all IEP meetings (including initial staffing and annual IEP review meetings) at the School and will provide the Sponsor at least two (2) weeks prior notice of such meetings accompanied by a copy of the Meeting Participation Notice, by mail or given in person, unless doing so would impede a parent's ability to participate or inhibit timely response to a concern in which event the notice shall be given within a reasonable time frame. If it is determined by an IEP team that the needs of a student with disabilities cannot be adequately addressed at the School, the School's staff will work together with the Sponsor's personnel to identify an appropriate placement within the full continuum made available by the Sponsor. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within *ten (10)* days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within thirty (30) days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

Unless otherwise exempted by Chapter 1002, *Florida Statutes*, the School will complete federal, state and any other reports deemed necessary in accordance with the time-lines and specifications of the Sponsor and the FDOE.

The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

Non-compliance with federal, state, and local policies and procedures may result in withholding FTE funding until compliance is achieved and/or the termination of this Charter.

4. The School shall fully cooperate with the Sponsor on any investigation by the U.S. Office for Civil Rights or any other governmental entity that could involve the Sponsor, including notifying the Sponsor within one (1) day of any such complaints, providing all necessary documentation, and making staff available for interviews, as deemed necessary. The School shall pay any and all fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded, other than costs attributable to, caused by or through the fault of the Sponsor, if any. The Sponsor may deduct any amount owed to the Sponsor from FTE payments.

5. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - a. The due process hearing is conducted pursuant to applicable State laws and rules;
 - b. A final decision is reached; and
 - c. A copy of the decision is mailed to the parties.
- vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty or interest, although the School may request and the parties may agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The

School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- M. ESE administrative services covered by the administrative fee, pursuant to §1002.33(20), *Florida Statutes*, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the Sponsor.
- N. English for Speakers of Other Languages. Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for ELLs, or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- O. Dismissal Policies and Procedures. The School agrees to dismiss students as described in Sponsor's School Board policies, within this Charter, and in the Application. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within thirty (30) days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law or are in conflict with School Board policies it shall provide the School with written notice within thirty (30) days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two (2) weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may dismiss a student or for violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not dismiss a student for poor academic performance, for non-payment of fees or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

- P. Student Code of Conduct, Suspension and Expulsion. The School will maintain a safe learning environment at all times. The School shall adopt and follow the Sponsor's Code of Student Conduct ("Code"), as may be modified by Sponsor from time to time, for the School's students of the same grades promulgated by Sponsor. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred by the School's Governing Board to the Sponsor for appropriate disposition. The Sponsor has the ultimate authority in cases of student expulsion. Students with disabilities will be disciplined only in accordance with IDEA and the Sponsor's Exceptional Student Education Policies and Procedures ("SP&P"). If a student has been recommended for expulsion for commission of an expellable act as defined by the Sponsor's policy and the student is withdrawn from the School by a parent/guardian, the student may be denied enrollment in the District by Sponsor or may be assigned to an appropriate expulsion abeyance program in accordance with Sponsor's policies. The School may not withdraw or transfer a student involuntarily unless the withdrawal or transfer is accomplished through established procedures mutually agreed upon in this Charter or through the Sponsor's applicable policies for student withdrawal. The School shall pay all costs of any legal action related to dismissal of students for disciplinary reasons under this section.
- Q. School/Parent Contract. The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1st annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within thirty (30) days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.
- R. High Performing Charter School. As per §1002.331, *Florida Statutes*, a State designated high-performing charter school may increase its student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

SECTION 4: FINANCIAL ACCOUNTABILITY

A. Revenue/State and Local.

1. Basis for Funding: Student Reporting:

- i. Students in the School shall be funded the same as students enrolled in other public schools. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
- ii. The School agrees to report its student enrollment to the District as provided in §1011.62, *Florida Statutes*, and in accordance with the definitions in §1011.61, *Florida Statutes*, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will provide training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no additional cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.
- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program ("FEFP") as provided in §1011.62, *Florida Statutes*, and

the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students ("WFTE") in the District, multiplied by the weighted full-time equivalent students for the School, less the statutory five (5%) percent administrative fee.

- v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.
 - vi. Total funding for the School 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.
2. Millage Levy, if applicable. When the School is eligible, the Sponsor may provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor in accordance with §1011.71, *Florida Statutes*, and as otherwise provided by law.
3. Fees to be Charged to the School by the District. The Sponsor shall charge the School an administrative fee in an amount not to exceed the maximum rate allowed under §1002.33(20), *Florida Statutes*. If the School is designated as a High Performing charter school, the Administrative fee charged shall not exceed the maximum rate allowed under §1002.33 (20), *Florida Statute*, for a High Performing charter school. Such fee shall be withheld ratably from the distributions of funds, defined in §1002.33(17)(b), *Florida Statutes*, to be made to the School under this Charter. Such fee shall cover only those administrative and educational services specified in §1002.33(20)(a), *Florida Statutes*, provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties. The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) calendar days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) calendar days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one (1%) percent per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule.

- i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12th) of the funds described in Section 4(A)(1), above, less the administrative fee set forth in Section 4(A)(3), above. The first payment will be made by July 15th. Subsequent payments will be made no later than the 15th of each month beginning with August 15th. The Sponsor may not delay payment to the School of any portion of the funds provided in Section 4 A.1. based on the timing of receipt of local funds by the Sponsor.
- ii. Pursuant to §1002.33(17), *Florida Statutes*, for the first two (2) years of this Charter, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the Application, if a minimum of seventy-five (75%) percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month. In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor.
 - b. 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.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. For the following years of the Charter, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3(I) of this Charter, if a minimum of seventy-five (75%) percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month.

Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

- b. 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.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
- b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- c. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to error or substantial noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one

(1%) percent per month on the unpaid balance after thirty (30) calendar days from the date of notice of such assessment.

- d. Payments shall be adjusted for any amounts due the Sponsor for services provided, expenditures incurred by the Sponsor on behalf of the School, and any fines or penalties levied against the Sponsor because of the School's errors during the current or previous year, as well as for administrative oversight.

- vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

- i. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.

- ii. The School's annual financial audit as required by §218.39, *Florida Statutes*, and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within ten (10) days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to §1002.33(17), *Florida Statutes*, unless otherwise mutually agreed to by the

School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by August 15th of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3(G) of this Charter.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have thirty (30) days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the school within thirty (30) days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
6. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two (2) years of college, an AA degree, or that have passed an equivalent exam.
8. If the School accepts Title I funds, the School will receive a separate parent

involvement allocation that must be spent in support of parental involvement activities and the School will implement the School-level Parent and Family Engagement Plan (“PFEP”) subject to the provisions of Title I federal law requirements of §1116 Every Student Succeeds Act (“ESSA”).

9. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
10. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants. The School agrees to comply with the District’s rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District’s approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent.
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the District for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.
4. In the event that the Sponsor must serve as fiscal agent, and indirect costs are an allowable expense of the grant, the School agrees that the Sponsor will be permitted to retain grant funds in an amount equal to the annually negotiated indirect cost rate as determined by the FDOE. Indirect costs shall be reflected in the budget of the grant application submitted by the School;

D. Charter School Capital Outlay Funds.

1. Application: If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE. The Sponsor shall not certify Capital Outlay plans or

recommend awarding Capital Outlay if it cannot attest to the School's eligibility.

2. Distribution: Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within ten (10) days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition. The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. Fees collected must be allocated directly to, and spent only on, the activity or material for which the fee is charged. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1st prior to the school year in which the fees are intended to be charged, or within thirty (30) days of Charter execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment. Non-Payment of fees shall not be a basis for dismissal or non-reenrollment. Upon approval of the fee schedule, all fees collected must be reported and recorded appropriately using proper accounting procedures as required by law. Any fees that are solicited, required or accepted in violation of this paragraph shall be returned to the parent or guardian.

F. Budget.

1. Annual Budget: The School shall annually prepare an operating budget for the School. The budget shall include projected sources of revenue, both public and private, planned expenditures covering the entire school year, a budget narrative and staffing plan. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30th, for the fiscal year.
2. Amended Budget: Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within ten (10) business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring.

1. Maintenance of Financial Records: The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools ("The Red Book") for all financial transactions and maintenance of financial records pertaining to its operations.

2. Financial and Program Cost Accounting and Reporting for Florida Schools:

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of §1002.33(9), *Florida Statutes*.

Upon reasonable request, the School will provide access to the Sponsor to inspect and copy any and all financial records and supporting documentation including, but not limited to, the following items: monthly financial reports, cash receipts journals, cash disbursement journals, bank reconciliations, payroll records, general ledger account summaries and adjusting journal entries.

The School shall implement monthly reconciliation procedures of all bank accounts.

3. Financial Reports.

- i. Monthly Financial Reports: The School will submit a monthly financial statement pursuant to §1002.33(9), *Florida Statutes*, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with §1002.33(5)(b)(1)(j), *Florida Statutes*, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

The parties agree that the Sponsor, upon ten (10) days notice, may request at any time and the School shall provide, documents, including releases, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's Governing Board.

The School shall provide to the Sponsor evidence of sufficient funds for start-up costs no later than ninety (90) calendar days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

- ii. Annual Property Inventory: The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.
- iii. Program Cost Report: The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July of each year of the Charter term.
- iv. Annual Financial Audit: The School will, at its sole expense, annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, licensed to practice public accounting in the State of Florida, and selected pursuant to the provisions and through the process of §218.391, *Florida Statutes*, and approved by the School's Governing Board. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida and shall include the School's independently audited financial statements. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30th of each year of the Charter term. The School must comply with provisions related to the submission of its audit report to the Auditor General including the response/rebuttal and corrective actions.

The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's Governing Board during an exit interview conducted within seven (7) business days of the conclusion of the audit. Within fourteen (14) business days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the FDOE. If the audited financial statements reflect a deficit financial position, the auditor is required to notify the School's Governing Board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to §218.39(1) and (8), *Florida Statutes*.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring

responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

- v. Form 990 (if applicable): A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (“IRS”) confirming the School’s 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within fifteen (15) business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.
 - vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
- 4. The School's Fiscal year shall be July 1st -- June 30th.
 - 5. If the School’s annual financial audit reveals a deficit financial position, the auditors are required to notify the School’s Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
 - 6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
 - 7. If the School experiences one of the financial conditions included in §1002.345, *Florida Statutes*, it shall address such findings as required by law.

H. Financial Management of School.

- 1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application and the provisions of this Charter.
- 2. The School shall adhere to any additional applicable financial requirements mandated by the state and/or federal laws and regulations.
- 3. Notwithstanding anything else herein to the contrary, the Sponsor shall not:
 - i. Guarantee payment for any purchases made by the School;

- ii. Guarantee payment for any debts incurred by the School;
- iii. Guarantee payment for any loans taken out by the School.
- iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.
5. If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a detailed Financial Recovery Plan with the Sponsor within thirty (30) calendar days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to §218.503, *Florida Statutes*, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the FDOE and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to §218.503, *Florida Statutes*. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to §218.503, *Florida Statutes*, the School shall provide periodic financial reports to the School's Governing Board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the

School fails to correct the deficiencies in a Financial Recovery Plan within one (1) year or if the School exhibits one (1) or more financial emergency conditions for two (2) consecutive years. If any Financial Recovery Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

In the event the School is identified as having a deteriorating financial condition as defined by §1002.345, *Florida Statutes*, the Sponsor shall conduct an expedited review of the School and the School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with §1002.345, *Florida Statutes*.

The Governing Board of the School shall be responsible for performing the duties in §1002.345, *Florida Statutes*, including implementation of a Corrective Action Plan. If any Corrective Action Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan.

- I. Description of Internal Operating Procedures. The School shall develop and implement sufficient internal operating procedures as described in the Application to ensure sound financial management.
- J. Taxes and Bonds. Pursuant to law, the School shall not levy taxes or issue bonds secured by tax revenue.
- K. Description of Internal Audit Procedures. The School shall implement the internal audit procedures described in the School's governing policies, the provisions of this Charter, and all applicable sections of the Application (Appendix 1).
- L. Bank Transfer Information. The Sponsor shall remit School payments only to depository accounts in the same name as the legal entity and the name of the School. The School shall submit a bank information form providing all necessary bank account information and with an original signature of the current Governing Board chair of the School and a copy of the School's W-9 Form. The bank account must be in the same legal name of the School, and the bank information form must be signed by the current Governing Board chair of the School. The Sponsor shall not send payments to any entity other than the contracted entity in this Charter, to a trust account, any account not held and completely controlled by the School, or any account that is part of any financing arrangement or debt security.

SECTION 5: FACILITIES

- A. The School shall be located at 200 Beach Drive, Destin, FL 32541. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) business days prior to the opening of the School. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the School's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

- B. The School shall use facilities that comply with the requirements in §1002.33(18), *Florida Statutes*. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
- C. In the event the School is dissolved or is otherwise terminated, all District - property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, District property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon Sponsor's request, until any appeal status is resolved.
- D. The School shall not display any religious or partisan political symbols, statues or artifacts, on or about the property and facilities where the School will operate.
- E. In the event the School receives a citation or notice of violation from a state, federal, or local jurisdictional entity regarding issues related to the health, wellbeing, and safety of

students, staff or visitors within the facility, and requiring immediate or limited timeframes to remediate the outstanding issue(s), the School shall deliver to the Sponsor copies of all such notices within twenty-four (24) hours of receipt, along with an action plan to address and mitigate the issues. The School shall provide the Sponsor with written verification that the citation or notice of violation has been properly resolved within the timeframe required by the jurisdictional entity. For all other instances where the School receives a citation or notice of violation, the School shall deliver to the Sponsor copies of any and all facility inspections performed at any time by federal, state, or local governments or any other governmental bodies having jurisdiction within fourteen (14) calendar days of the date of the inspection, citation or notice of violation. Subsequent written proof of compliance with any violations arising from such inspection, citation or notice of violation, shall also be delivered to the Sponsor within seven (7) calendar days of receipt of written verification from the jurisdictional entity that all outstanding violations have been properly resolved.

- F. The School shall be responsible for all costs for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, traffic analyses/studies, and any other additional charges or surcharges by the local government or other governmental agencies.
- G. At all times, the School shall display a valid and current Certificate of Occupancy, and other certificates, permits, and licenses required by building and fire enforcement authorities, health and sanitation enforcement authorities and all other applicable enforcement agencies.
- H. If the School fails to maintain valid licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Charter, the Sponsor may, after providing proper notice to the School, withhold all subsequent payments to the School, without interest, until required permits, use approval, or facility certifications are obtained.
- I. The School shall not allow the enrollment at any time to exceed the number of students permitted by this Charter, zoning capacity, certificates of use and/or occupancy, applicable laws and regulations. Only where a municipality does not or is unable to issue an official determination of allowable occupancy, the School may either (1) submit an official document from the municipality affirming that the municipality is unable to issue an official determination of allowable occupancy and deferring to a Registered Architect to establish such allowable occupancy. In that event, the Architect may submit an original letter attesting to the allowable occupancy of the School, with said letter to bear the signature, seal, and license number of the Architect; or (2) submit an original letter from a Registered Architect attesting to the inability of the municipality to provide an official determination of allowable occupancy and referencing the Permit Number and/or other pertinent identifying information on the approved plans for the School (with said signed

and sealed plans to be provided to the Sponsor), which must specifically and unambiguously delineate the maximum allowable occupancy of the School.

- J. The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. The School shall disclose the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

SECTION 6: TRANSPORTATION

- A. Provision of Transportation by the School. Transportation is the responsibility of the School and must be provided according to the District, state, and federal rules and regulations. The School agrees to provide for transportation of the School's students consistent with the requirements of Chapter 1006, *Florida Statutes*. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School when such services are required by the student's IEP. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State for all eligible transported students.
- B. Cooperation between Sponsor and School. The School agrees that transportation shall not be a barrier to equal access for any student in the attendance zone established by the Sponsor from time to time residing within a reasonable distance of the School as determined by the School's transportation plan. The School may provide transportation services itself or contract with a Sponsor-approved private transportation firm. If the School contracts with a Sponsor-approved private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.
- C. Reasonable Distance. The School shall make arrangements that ensure that transportation is not a barrier to equal access for all students residing within the city limits and unincorporated area of Destin more particularly described as bounded (i) on the West by the Marler Bridge at Calhoun Ave and Harbor Boulevard/U.S. High 98 East; (ii) on the East by the Okaloosa-Walton County line; (iii) on the North by Choctawhatchee Bay and the southern foot of the Mid-Bay Bridge at SR 293; and (iv) on the South by Destin Harbor and the Gulf of Mexico.

- D. Transportation Safety Compliance. The School shall demonstrate compliance with all applicable transportation safety requirements. The School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial driver's licenses of each school bus driver employed or hired by the School ("School Bus Drivers"). The School will provide the Sponsor, via the Transportation Department, with a copy to the School's Governing Board, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.
- E. Failure to Comply. Failure to comply with any local, state or federal rule or regulation concerning school transportation shall constitute good cause for termination of this Charter, if not cured after written notice. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Such adjustments shall not exceed the fiscal year.

SECTION 7: FOOD SERVICES

The School shall be solely responsible for providing 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. A copy of the Food Service Operation Plan & Food Service Agreement should be provided prior to opening.

SECTION 8: INSURANCE AND INDEMNIFICATION

- A. Indemnification of Sponsor by School. Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability provided by § 768.28, *Florida Statutes*. To the extent permitted by law under §768.28, *Florida Statutes*, the School agrees to indemnify and 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:
1. The negligence, intentional wrongful act, misconduct or culpability of the School or of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;
 2. The School's material breach of this Charter or applicable federal or state law;

3. Any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;
 4. Any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;
 5. The failure of the School's officers, Governing Board members 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 Board members, officers, employees, subcontractors or others acting on its behalf;
 6. Any professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or by the School's Governing Board;
 7. Any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School; or
 8. Any penalties incurred by the Sponsor as a result of the School's noncompliance with section 3 of this Charter or reimbursements to the State arising as a result of any errors or omissions in data relevant to FTE funding for which the School is responsible;
 9. 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 directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.
- B. Defense of Claims against the Sponsor. 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.
- C. Indemnity for Professional Liability. The School's duty to indemnify the Sponsor 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, non-renewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not 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.

- D. Indemnity for Certain Specified Claims. 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 (FAPE) 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 state's public records or open meetings laws.
- E. Indemnification of School by Sponsor. Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability provided by §768.28, *Florida Statutes*. To the extent permitted by law under §768.28, *Florida Statutes*, the Sponsor agrees to indemnify, defend and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:
1. The negligence, intentional wrongful act, misconduct or culpability of the Sponsor or of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;
 2. The Sponsor's material breach of this Charter or applicable federal or state law;
 3. Any failure by the Sponsor to pay its suppliers or any subcontractors;
 4. The failure of the Sponsor's officers, Governing Board members 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 Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, the School's Governing Board members, officers, employees, subcontractors or others acting on the School's behalf; or
 5. Any professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or board members.
- F. Defense of Claims against the School. The Sponsor agrees to defend any and all such action using competent counsel, selected by the Sponsor, subject to School's approval, which shall not be unreasonably withheld.
- G. Notice of Claims. The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter ("Third-Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided

that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third-Party Claim.

- H. Sovereign Immunity. Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by §768.28, *Florida Statutes*. Nothing herein shall be deemed to be a waiver of rights or limits to liability existing under §768.28, *Florida Statutes*.
- I. Acceptable Insurers. Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:
1. Be authorized by certificates of authority from the Department of Insurance of the State of Florida, an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in §163.01, *Florida Statutes*. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, within the last thirty (30) calendar days of certificate issuance; and
 2. If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) calendar days of cancellation or lapse of coverage.
- J. Commercial and General Liability Insurance. The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:
1. Liabilities Covered: The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

2. Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate.
 3. Deductible/Retention: Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention unless the School is governed by a municipality. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention of One Thousand dollars (\$1,000) per occurrence.
 4. Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claim made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.
 5. Additional Insureds: The School shall include the Sponsor and its members, officers, employees and agents as “Additional Insureds” on the required Liability Insurance. The coverage afforded for such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insureds using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect “The Sponsor, its members, officers, employees and agents as Additional Insureds (ISO Form CG 20 10).”
- K. Automobile Liability Insurance. The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:
1. Liabilities Covered: The School’s insurance shall cover the School for Automobile Liability which would be no less restrictive than the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 001), which includes coverage for Contractual Liability, as filed for Sponsor in the State of Florida by the Insurance Services Office. Coverage shall be included on all Owned, Non-Owned and Hired automobiles, buses and other vehicles used in connection with this Charter. In the event the School does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the School indicating the following:

The School does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, the School agrees to provide proof of “Owned Auto” coverage effective date of acquisition.

2. Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claim made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.
 3. Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Three Million Dollars (\$3,000,000) annual aggregate.
 4. Coverage Form: Such coverage shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01.
- L. Workers' Compensation/Employer's Liability. The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation and Employer's Liability Insurance which shall conform to the following requirements:
1. Coverages: The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.
 2. Minimum Limits: Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars (\$2,000,000) annual aggregate. Coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.
- M. School Leader's Errors and Omissions Insurance. Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

1. Form of Coverage: The School Leader's Errors and Omissions Liability Insurance maintained by the School shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance for claims arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.
 2. Coverage Limits: The insurance shall be subject to a maximum deductible not to exceed twenty-five thousand dollars (\$25,000) per claim and the School shall be held responsible for any loss payments within the deductible. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.
 3. Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on a claims-made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination or non-renewal of this Contract.
- N. Employees Dishonesty/Crime Insurance or Fidelity Bond. The School shall purchase Employees Dishonesty /Crime Insurance for all Governing Board members and employees including Faithful Performance coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars (\$1,000,000) per occurrence/claim. In lieu of Employee Dishonesty /Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- O. Property Insurance. The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five (5%) percent of the Total Insured Value.
- P. Applicable to Other Coverages. The following provisions are applicable to all insurance coverages required under this Charter:
1. Other Coverages: The insurance required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Sponsor and indicated on such Certificate of Insurance. Any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.
 2. Deductibles/Retention: Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.

3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors. However, the Sponsor will rely on the School to monitor and notify its subcontractors and their sub-subcontractors to confirm coverage is in force for the duration of the subcontractor/sub-subcontractor contract and have certificates of insurance on file to provide historical documentation should a claim occur that has not yet been reported to the School.
5. Provision for Cure: The School shall cure any non-compliance with this Article 8 of the Charter within ninety (90) calendar days of the School's receipt from the Sponsor of written notice of the non-compliance.
6. Default upon Non-Compliance: The School shall be in default of this Charter should it fail to procure, maintain and keep in effect the insurance coverages required by this Charter. Lapse of insurance coverage as described in this Charter will be considered good cause for recommendation of termination of this Charter.
7. Approval by Sponsor: Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.
8. Combined Services Coverage: Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Risk Management and Insurance Department.
9. Default upon Non-Compliance: The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.
10. Changes in Insurance Coverage: The School must notify Sponsor of any contemplated material changes in insurance coverage.

Q. Evidence of Insurance. Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

1. Time to Submit: The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverages. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated. Evidence of insurance shall be provided by the School to the Sponsor before the initial opening day of classes. The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks prior to the initial opening day of classes for each school year. The certificates shall name the Sponsor as an Additional Insured if required by specific provisions of this contract addressing that form of insurance.
2. Notice of Cancellation: Each certificate of insurance shall contain a provision for written notification to the Sponsor in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available provide a minimum of thirty (30) days notice of material changes or cancellation to Sponsor.
3. Renewal/Replacement: Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) calendar days before the expiration or termination of the required insurance for which evidence was provided.
4. Pre-Charter Submission of Evidence: 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.

SECTION 9: GOVERNANCE

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be solely vested in the Governing Board with a minimum of three (3) members. At least fifty-one (51%) percent of the members of the Governing Board must reside in Okaloosa County, Florida. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the District and may be a Governing Board member, School employee, or individual contracted to represent the Governing Board. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law. Members of the Governing Board may attend such meetings in person or by means of communication media technology used in accordance with rules adopted by the Administration Commission under §120.54(5), *Florida Statutes*. The School shall comply with Chapter 119, *Florida Statutes*, (the Public Records Act), and all other applicable statutes pertaining to public records. The School shall provide the Sponsor with access to public records at no cost, related to the Governing Board.

During the School's first year of operation or if the School has been declared to be in a state of financial emergency, and/or has been designated as a School grade of D or F in any two (2) consecutive or two (2) of any three (3) years, the Governing Board shall meet at least monthly. Except in those circumstances, the Governing Board shall meet no less than four (4) times per year. The Governing Board shall have at least two (2) public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided the opportunity to receive information and provide input regarding the School's operations. The appointed parent representative and School principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by §1002.33, *Florida Statute*, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation of the School. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

- B. The School shall be organized as a non-membership Florida nonprofit corporation. The School will not alter its form or legal status, or enter into any agreement by which a for-profit entity or person is given any authority or responsibility that is by law given to or imposed only to or on the governing board.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and

the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over School operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in §1002.33, *Florida Statutes*.
2. The Governing Board will be solely responsible for the over-all policy decision making of the School, including the annual approval of the budget.
3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to §1002.33(12)(g), *Florida Statutes*. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board. Any violation of this provision will result in the withholding of FTE payments, without interest, with notice to the School, until the violation is cured and constitutes a material breach of this Charter and good cause for termination. All Governing Board members must provide to the Sponsor a Governing Board Disclosure Form that includes current information and updated disclosure forms every three (3) years.
4. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to §1002.345(2), *Florida Statutes*, who shall submit the report to the Governing Board.
5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
6. The Governing Board shall perform the duties set forth in §1002.345, *Florida Statutes*, including monitoring any financial corrective action plan or financial recovery plan.
7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations including but not limited to grant funds. No School or management organization employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of §112.313(2),(3),(7) & (12), and §112.3143, *Florida Statutes*, by a member of the Governing Board, shall constitute a material breach of this Charter and good cause for termination.
8. Any change in Governing Board membership must be reported to Sponsor in

writing within five (5) business days of the change.

9. The School shall maintain a website that clearly provides information about the School's academic performance and state accountability grades(s), the names of the Governing Board members, Governing Board meeting schedule for the current school year, school programs, any management organization and/or service providers associated with the School, the School's annual budget and annual independent fiscal audit, and, on a quarterly basis, the minutes of Governing Board meetings.
- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. If an organization ("management organization"), including but not limited to: 1) a management organization, 2) an Educational Service Provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Governing Board or selected to serve on the Governing Board by the management organization.
 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under §218.39, *Florida Statutes*.
 3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
 4. The contract between the management organization and the School's Governing Board shall ensure that an "arms-length," performance-based relationship exists between the Governing Board and the management organization. The contract between the School and the management organization shall require that the management organization disclose to the School and the Sponsor, any affiliations

with individuals or entities (e.g. lessors, vendors, consultants, etc.) doing business with the School.

5. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
 6. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 7. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the Sponsor within five (5) business days of execution. The Sponsor shall have thirty (30) days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
 8. If the School changes management organizations a Charter Modification will be required.
 9. The management organization will perform its duties in compliance with this Charter and all federal and state laws, rules and regulations and the Sponsor's School Board policies.
- F. Any default or breach of the terms of this Charter by the management organization shall constitute a default and material breach under the terms of this Charter by the School and good cause for termination unless the School cures such breach after written notice.

SECTION 10: HUMAN RESOURCES

- A. The School shall select its own personnel and retain qualified staff.
- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012, *Florida Statutes*. If the School receives Title I funds, it will employ qualified staff.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board of directors, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per §1002.33(7)(a)(18), *Florida Statutes*: NONE.

If the relative is employed after execution of this Charter, the School shall disclose to the District, within ten (10) business days, the employment of any person who is a relative as defined in §1002.33(7)(a)18, *Florida Statutes*.

The School's hiring practices shall at all times be in compliance with the requirements of §1002.33(12) & (24), *Florida Statutes*. School 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 exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed promoted, or advanced in or to a position in a School if such appointment, employment, promotion, or advancement has been advocated by School personnel who serve in an 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. For the purposes of this section, the following definitions shall be used:

1. *Charter school personnel* shall mean a School owner, president, chairperson of the Governing Board of directors, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in a School, including the authority as a member of a Governing Board of a School to vote on the appointment, employment, promotion, or advancement of individuals.
 2. *Relative* shall mean father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
- G. In accordance with §1002.33(12)(f), *Florida Statutes*, the School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who

is under current suspension from any school or school district.

- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within three (3) work days of hiring, granting leaves of absence, and/or terminating teachers.
- I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to §1002.33(12), *Florida Statutes*. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, §§1012.32, 1012.465, 1012.467, and 1012.468, *Florida Statutes*, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School. Noncompliance may result in withholding of FTE payments, without interest, and shall constitute a material breach of this Charter and good cause for termination.

The School shall require all employees and Governing Board members to self-report within forty-eight (48) hours to appropriate authorities, including the School's administration or Governing Board, any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. The School shall not violate the anti-discrimination provisions of §1000.05, *Florida Statutes*, the Florida Education Equity Act and the Sponsor's School Board policies.
- L. The School shall require that its employees abide by the Florida Code of Ethics of the Education Profession in Florida, and Principles of Professional Conduct for the Education Profession in Florida. The School shall be responsible for the investigation and discipline of any School employee who violates this prohibition.
- M. The School shall discipline its employees pursuant to state law and rules and any applicable federal laws. The School shall apply thorough, consistent, and even-handed procedures in disciplinary actions. Terminated employees are entitled to receive compensation for the time they have been employed.

N. The School shall annually evaluate all instructional employees pursuant to state law.

SECTION 11: REQUIRED REPORTS/DOCUMENTS

The School shall provide all reports/documents to the Sponsor as specified below.

- A. Pre-Opening. (to be provided at least thirty (30) calendar days before the start of its initial school year)
1. School Policies and Procedures Manual.
 2. List of members of the Governing Board and School Principal, including current contact information.
 3. Facility. No later than fifteen (15) business days prior to the initial use of a facility by the School, the School shall have an approved contract or proof of ownership and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required by the local government. Failure to comply shall result in automatic rescission of this Charter with notice to the School and no further action required of the Sponsor.
 4. Other:
 - a. Current facility lease or ownership documents.
 - b. Copy of current insurance certificates or policies for all types of insurance required by this Charter including, but not limited to, Workman's Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, School Leaders Errors and Omissions Insurance, Employee Crime and Dishonesty Insurance, Fidelity Bonds, and Property Insurance.
 - c. List of current staff members including certifications and teaching assignments for teachers.
 - d. Documentation of fingerprinting of all staff and Governing Board members.
 - e. Student Code of Conduct.
 - f. Updated list of currently registered students.
 - g. Charter for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School will adopt/not adopt the district reading

plan.

- i. Tentative dates and times of the meetings of the Governing Board for the first year.
- j. Crisis Response Plan.
- k. Dismissal policies and procedures.
- l. School's parental contract, if applicable.
- m. Pupil Progression Plan (if different from District's).
- n. Copy of Food Service Operation Plan & Food Service Agreement
- o. Threat Assessment Team plans and procedures.
- p. Contract for School Safety Officer

B. Monthly.

- 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to §1002.331, *Florida Statutes*.)
- 2. Governing Board meeting agenda and minutes.

C. Annually.

- 1. Annual Student Achievement Report.
- 2. Annual Financial Audit.
- 3. Program Cost Report.
- 4. Annual Inventory Report [capital purchases with public funds].
- 5. Policies and Procedures of the school [if materially revised].
- 6. School based Student Code of Conduct [if materially revised].
- 7. Dismissal Policies and Procedures [if materially revised].
- 8. Crisis Response Plan [if materially revised].
- 9. Employee Handbook [if materially revised].

10. Current List of members of the Governing Board and Principal.
 11. School's Parental Contract [if materially revised].
 12. Projected Enrollment [for subsequent school year].
 13. Capacity [for subsequent school year].
 14. School Calendar [for subsequent school year] if different than the District.
 15. Evidence of Insurance.
 16. Management Organization Agreement [if materially revised].
 17. Pupil Progression Plan [if materially revised].
 18. Contract for School Safety Officer.
- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. Impossibility. Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Drug Free Workplace. The School shall be a drug-free workplace, as provided by state and federal law. The School shall provide Sponsor with a copy of the School's applicable Drug-Free Work Place policy and any amendments thereto.
- C. Entire Agreement. This Charter and the appendices hereto shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

- D. No Assignment without Consent. This Charter shall not be assigned by either party without mutual written consent.
- E. No Waiver. No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.
- F. Default Including Opportunity to Cure. In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) calendar days from written notice of default to cure, unless otherwise agreed to by the parties in writing.
- G. Survival Including Post Termination of Charter. All representations and warranties made herein, indemnification obligations, obligations to reimburse the Sponsor, obligations to maintain and allow inspection and audit of records and property, reporting requirements, and obligations to return public funds or property purchased with public funds shall survive termination of this Charter.
- H. Severability. If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- I. Third-Party Beneficiary. This Charter is not intended to create any rights in a third-party beneficiary.
- J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial. This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The School shall adhere to any additional requirements applicable to charter schools under State law or as mandated by the FDOE or any other agency regulating the School. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.
- K. Notice. Official correspondence between the School and the Sponsor shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United

States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

The Sponsor:

The School Board of Okaloosa County, Florida
Attn: Superintendent of Schools
120 Lowery Place SE
Fort Walton Beach, FL 32548

The School:

Destin High School, Inc.
Attn: President
4495 Furling Lane, Suite 130
Destin, FL 32541

With a copy to:

For the Sponsor:

C. Jeffrey McInnis, Esq.
School Board Attorney
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547

For the School:

Farrar Barker, Esq.
Registered Agent
60 Clayton Lane, Suite B
Santa Rosa Beach, FL 32459

- L. Authority. Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.
- M. Conflict Between Charter and Florida Law. In any case where this Charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.
- N. Conflict/Dispute Resolution. Subject to the applicable provisions of §1002.33, *Florida Statutes*, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with §1002.33(8)(c), *Florida Statutes*. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by §1002.33, *Florida Statutes*, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in §1002.33, *Florida Statutes*.

- O. Citations. Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the Charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board forty-five (45) calendar days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy, it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

- P. Interpretation. The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

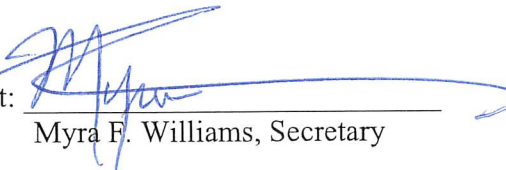
APPENDICES

1. The Application
2. Governance Documents
3. District's ELL Plan
4. Management Contract (if applicable): NONE

IN WITNESS WHEREOF, the parties hereto have executed this Charter School Contract on the dates indicated below to be effective for all purposes as of the day and year first above written.

FOR THE SCHOOL:

**DESTIN HIGH SCHOOL, INC., a
Florida not for profit corporation,**

Attest: 
Myra F. Williams, Secretary

By: 
Prebble Q. Ramswell, President

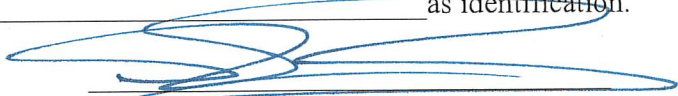
Date: 11/5/2019

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 5th day of NOVEMBER 2019 by Prebble Q. Ramswell and Myra F. Williams, in their respective positions as President and Secretary of Destin High School, Inc., a Florida not for profit corporation who did/did not take an oath and are [] personally known to me or [] have produced _____ as identification.



REYNALDO BAILEY !
Commission # GG 173662
Expires March 5, 2022
Bonded Thru Budget Notary Services

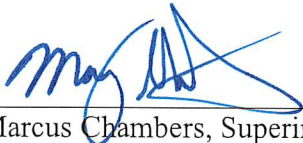


Notary Public
Commission expires:

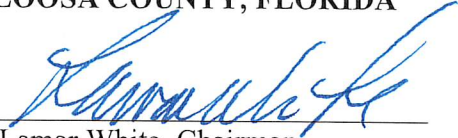
[SIGNATURE PAGE CONTINUES]

FOR THE SPONSOR:

**THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA**

Attest: 


Marcus Chambers, Superintendent
Of Schools and Corporate Secretary

By: 

Lamar White, Chairman

Date: October 28, 2019

Approved as to Form and Legal Content

By: 

C. Jeffrey McInnis, Esq.,
School Board Attorney

