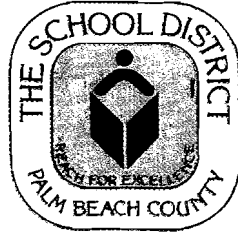


**DIVISION OF QUALITY ASSURANCE
DEPARTMENT OF CHARTER SCHOOLS**



**CHARTER SCHOOL CHARTER
2006**

Name of Charter School: RIVIERA BEACH MARITIME, CORP.

Date Submitted: APRIL 19, 2006

School District of Palm Beach County, Florida

Arthur C. Johnson, Ph.D.

Superintendent

Ann Killets

Chief Academic Officer

Janice S. Cover, Ed.D.

Assistant Superintendent, Quality Assurance

Juanita W. Edwards

Director, Department of Charter Schools

ORIGINAL CONTRACT

The School District of Palm Beach County, Florida
RIVIERA BEACH MARITIME ACADEMY CHARTER SCHOOL

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ACRONYMS
In Alphabetical Order

ADA	Americans with Disabilities Act
CFR	Code of Federal Regulations
DISTRICT	Sponsor—The School District of Palm Beach County
ESE	Exceptional Student Education
ESOL	English for Speakers of Other Languages
FAC	Florida Administrative Code
FDOE.....	Florida Department of Education
FEFP	Florida Education Finance Program
FERPA.....	Federal Educational Right to Privacy Act
FS.....	Florida Statutes
FTE.....	Full-Time Equivalent
GED.....	General Education Development
IDEA	Individuals with Disabilities Education Act
IEP	Individual Education Plan
LEP	Limited English Proficient
SAC	Study Attendance Code
WFTE	Weighted Full-Time Equivalent

April 19, 2006

CHARTER SCHOOL CHARTER

Riviera Beach Maritime Academy, Corp.

The School Board of Palm Beach County, Florida

THIS CHARTER SCHOOL CONTRACT (the "Charter") entered into **this 19th day of April, 2006**, by and between the School Board of Palm Beach County, Florida, a body corporate operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), **and** Riviera Beach Maritime Academy, Corp. a Florida not-for-profit corporation, operating as Believers Academy Charter School (hereinafter referred to as the "Charter School").

WHEREAS, the Sponsor has the authority pursuant to §1002.33, F.S., to grant a nonprofit organization a charter to operate a Charter School within the Sponsor's School District; and

WHEREAS, this Charter School is a not-for-profit 501 (c) (3) corporation which has filed such status with the Internal Revenue Service and the Florida Department of Agriculture as evidence in the application which are attached hereto as exhibit M and desires to operate a Charter School within the Sponsor's School District for the purposes set forth in the school's Charter School application which is attached hereto as Exhibit L and incorporated herein by reference; and

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

WHEREAS, it is the intent of the parties that this Charter serve as the agreement for the operation of the Charter School;

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

GENERAL PROVISIONS

- A. The foregoing recitals are true and correct and are incorporated herein by reference.
- B. The Charter School's approved application to operate the Charter School is appended hereto as Exhibit M and is incorporated herein by reference. If any provision of this Charter is inconsistent with Exhibit M, the provisions of this Charter School Agreement shall prevail.
- C. This Charter shall become effective upon the signing by both parties, and shall cover **a term of 3 years** commencing **July 1, 2006**, and ending **June 30, 2009**, except as otherwise provided in this Charter.
- D. For each school year, the initial start-up date of the school shall be consistent with the beginning of the Sponsor's public school calendar for the school year, unless approved otherwise by both parties in writing.
- E. In order to operate a Charter School, this Charter School shall have "Authorized Facilities" to comply with the requirements of §1002.33 (18), F.S., to be part of this Agreement as Exhibit F.
- F. This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. Any such modifications will be direct result of the Sponsor's need to have all of their Charter Schools operate in conformity. These modifications will be reviewed with the Charter School prior to enactment and then agreed to in writing and executed by both parties. In addition, this Charter Agreement shall be automatically modified to reflect any and all legislative changes to any and all applicable federal, state, and local regulations, statutes, ordinances, and laws.
- G. The Sponsor may refuse to renew this Charter at the end of the Charter period for any of the grounds listed below:
 - 1. A failure by the Charter School to meet the requirements for student performance stated in this Charter;
 - 2. A failure by the Charter School to meet generally accepted standards of fiscal management as more specifically stated in Exhibit S;
 - 3. A violation of law by the Charter School;
 - 4. Failure of the Charter School to take any and all necessary and appropriate actions towards any of the Charter School's Governing Board Members, Officers, and/or employees who have violated any law and/or regulations that would substantially affect the operations of the Charter School and/or involve moral turpitude;
 - 5. Other good cause shown.
- H. The procedures for non-renewal of a Charter are as follows:

1. At least ninety (90) calendar days prior to non-renewal of this Charter, the Sponsor shall notify the Governing Body of the Charter School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that a request for an informal hearing before the Sponsor may be requested within fourteen (14) calendar days of receipt of the notice.
 2. The Sponsor shall conduct an informal hearing within thirty (30) calendar days after receiving a written request.
 3. The Charter School's Governing Body may, within fourteen (14) calendar days after receiving the Sponsor's decision to refuse to renew the Charter, appeal the decision to the State Board of Education pursuant to §1002.33 (8), F.S.
 4. Failure to strictly comply with the issues stated in the Corrective Action Plan based upon either the Mid-Year Review and/or the End-of-Year Review shall constitute "good cause" basis for non-renewal.
- I. The Sponsor may terminate the Charter during the term of the Charter, for any of the grounds listed below:
1. A failure to participate in the state's education accountability system created in §1008.31 F.S., as required in this section or failure by the Charter School to meet the requirements for student performance stated in this Charter;
 2. A failure by the Charter School to meet generally accepted standards of fiscal management as more specifically stated in Exhibit S;
 3. A failure by the Charter School to submit financial reports, School Improvement Plan, the Annual Report, and any other District or State required documentation by the stated deadline,
 4. A violation of law by the Charter School;
 5. Failure of the Charter School to take any and all necessary and appropriate actions towards any of the Charter School's Governing Board Members, Officers, and/or employees who have violated any law and/or regulations that would substantially affect the operations of the Charter School and/or involve moral turpitude;
 6. Other good cause shown.
 7. Failure to strictly comply with the issues stated in a Corrective Action Plan or **findings** based upon either the Mid-Year Review and/or the End-of-Year Review or an **audit performed by either the Sponsor or an independent qualified CPA firm** shall constitute "good cause" basis for termination.
- J. The Sponsor shall terminate the Charter if the School does not implement a reading curriculum that is consistent with effective teaching strategies that are

grounded in scientifically based reading research as stated in §1002.33 (6) (a) 4 and (7) (a) 2 F.S.

- K. The Charter may be terminated immediately if the Sponsor determines that good cause has been shown, or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume operation of the School under these

circumstances. The Charter School's Governing Board may, within fourteen (14) calendar days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to the procedure established in §1002.33 (8) F.S.

- L. The procedures for terminating this Charter are as follows:

At least ninety (90) calendar days prior to renewing or terminating a Charter, the Sponsor shall notify the Governing Body of the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's Governing Body may, within fourteen (14) calendar days after receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within thirty (30) calendar days after receiving a written request. The Charter School's Governing Body may, within fourteen (14) calendar days after receiving the Sponsor's decision to terminate or refuse to renew the Charter, appeal the decision pursuant to the procedure established in §1002.33 (6) F.S.

Note: Section L does not apply to this Charter being terminated pursuant to Section K of this Charter.

- M. Notwithstanding any other provision of this Charter, the Sponsor may seek to terminate the Charter for "good cause", in the event of a material breach or default by the Charter School in the performance of any obligation required pursuant to this Charter, which breach or (1) default has not been cured within fifteen (15) working days notice thereof by the Sponsor, or (2) in the event the default cannot be cured within fifteen (15) days the Charter School has failed to take commercially reasonable steps to cure such default and has failed to advise the Sponsor of such steps in writing. In addition, other good cause shall be when the school receives two (2) grades F in two (2) consecutive years.

Breach of this agreement shall also include, but not be limited to, the failure to timely provide reports, documentation, and audits as specified in the provisions of the charter as well as the following:

1. Reports, reconciliations, or audits specified in §1002.33 and §11.45, F.S.
2. A contract for accounting services as required by Section 21 of this Charter.
3. Documentation of teacher certification.
4. Fingerprint records and background checks prior to school opening.
5. Proof of Building Code approvals that are required for a standing structure, certificate of occupancy, and local jurisdictional code approvals including fire, health, and safety inspections prior to school opening.
6. Sponsor's Student Progression Plan.

7. Statement of Assets
8. Code of Student Conduct
9. Furnish Sponsor certificates of insurance **prior** to school opening.
10. Any other documentation or materials that are to be requested by the Sponsor, pursuant to this Charter or Florida Statute.
11. Payroll
12. Incident and accident reports.
13. Parent and community complaint log
14. Student rosters and attendance.
15. An ongoing continuously updated inventory of all improvement, furnishings, and equipments purchased with public funds. The Charter School shall maintain an inventory of **ALL** equipment, materials, real property, instructional or non-instructional equipment purchased with public funds, and forward a continuously an updated list to the Sponsor.

- N. In the event the Charter is not renewed or is terminated, the Sponsor may assume the operation of the Charter School, or the Charter School shall be dissolved; and its students will be assigned to other public schools. All unencumbered funds, as well as property and improvements, furnishings, instructional and non-instructional materials, and equipment purchased with public funds, shall automatically and immediately revert to full ownership of the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Unless otherwise shown by proper documentation, all properties in the Charter School shall be designated as purchased with public funds.

The Charter School agrees that in the event any public funds received by the Charter School from or through the Sponsor are used to purchase or improve real property, the Charter School will execute an agreement with the Sponsor providing for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Sponsor. Notwithstanding any language in this agreement to the contrary, in the event the Charter School enters into a financing agreement, mortgage or other purchase-money arrangement, the financier, mortgagee or lender may retain a first priority lienholder's interest or encumbrance upon the subject property, on the condition that: (1) the Sponsor also retains a second priority interest in the subject property by way of an appropriate lien, mortgage, UCC-1 or other method and, (2) at such time that the first lienholder's interest is satisfied, the Sponsor shall become the first priority lienholder. In no event shall any other encumbrance be permitted. In the event of a default and the repossession of property by the first lienholder, the Charter School shall be liable to the Sponsor for reimbursement of any expenditures made with public education funds. The reversion of such equipment, property and furnishings shall focus on recoverable assets, but not on intangible or irrecoverable costs such as rental or leasing fees, normal maintenance, and limited renovations.

- O. If the Charter is not renewed or is terminated, the Charter School is responsible for all debts of the Charter School. The Sponsor shall not assume the debt from any contract for services made between the Governing Body of the Charter School and a third party. All contracts held by the Charter School must contain written statements regarding debt responsibility.
- P. If the Charter is not renewed or is terminated, a student who attended the Charter School may enroll in another public school in his/her Study Attendance Code (SAC) area. If enrolling in a school of choice/magnet school, the normal application deadlines shall be disregarded; however, school's assignment policy and procedures will be followed. The student must comply with the compulsory attendance §1003.21 F.S.
- Q. The Charter School shall be accountable to the Sponsor for performance as provided in §1002.33 (7) F.S.

This Agreement is based on the understanding that the Governing Board will be responsible for the following:

The financial and administrative management of the School, including a reasonable demonstration of the professional experience or competence of those individuals or organizations applying to operate the Charter School, or those hired or retained to perform such professional services, and the description of clearly delineated responsibilities, and the policies and practices needed to effectively manage the Charter School. §1002.33 (7) (a) 9 F.S.

- R. The Charter School Governing Board and those hired or retained to perform such professional services, must continually demonstrate and provide evidence that there are no substantial complaints against the Governing Board or Management Company from former affiliated other Charter Schools. Substantial complaints are to be resolved to the satisfaction of the Sponsor.
- S. If the Charter School enters into a contract with a Management Company, prior to executing any contract, the school shall submit the contract to the Sponsor for approval. Failure to do so, shall constitute "good cause" basis for termination of this Agreement.
- T. General policies of the Sponsor may not apply to the Charter School. However, specific policies that have been appropriately promulgated under Chapter 120 regarding Charter Schools, shall apply to the Charter School.

PART I: ACCOUNTABILITY AND INSTRUCTION

1.0 School Vision and Mission

A. Pursuant to §1002.33 (2) (a) F.S., a Charter School shall be guided by the following principles:

1. Meet high standards of student achievement.
2. Promote enhanced academic success and financial efficiency by aligning responsibility with accountability.
3. Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the Charter School. §1002.33 (2)(3)
4. Require the measurement of learning outcomes.

B. Students are identified by: **[Please identify target group.]**

See Attached

C. The Charter School will provide innovative programs designed to:
[Please describe.]

See Attached

D. It is the mission of the Charter School to: **[Please describe.]**

See Attached

E. The Charter School shall be non-sectarian and non-discriminatory in its programs, admission policies, employment practices, and operations.

2.0 Students to be Served

A. The parties agree that the students to be served by this Charter School are defined as students who are or whose parent(s) or legal guardian(s) are residents of Palm Beach County, Florida, or other districts with whom inter-district agreements exist. **[Please describe the student population to be served. INCLUDE TOTAL NUMBER and GRADES or AGES OF STUDENTS TO BE SERVED]**

See Attached

B. The Charter School is available to all students residing in Palm Beach County including, but not limited to, those meeting the criteria of the Individuals with Disabilities Education Act (IDEA), English for Speakers of Other Languages (ESOL), Title II of the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973.

C. The Charter School attendance zone for transportation purposes shall be:
[Please describe.]

See Attached

3.0 Curriculum

- A. A. The purpose of the Charter School curriculum shall be to:
1. Improve student learning;
 2. Increase learning opportunities for all students, with special emphasis on low-performing students and reading.
 3. Encourage the use of different and innovative learning methods.

Pursuant to §1002.33 (2) (b) 3 F.S., the Charter School agrees to create new professional opportunities for teachers, including ownership of the learning program at the school site.

The Charter School agrees to ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading must be consistent with the Sunshine State Standards and grounded in scientifically based reading research.

- B. The Charter School agrees to implement a program of study consistent with the educational and behavioral needs of the students and consistent with the state educational goals established by §1008.22, F.S.
- C. The Florida Department of Education (FDOE) Sunshine State Standards shall be used as the curriculum guidelines. FDOE course descriptions shall be incorporated for middle and high school course offerings.
- D. The Charter School agrees to implement an instructional program consistent with the program as specified in the Student Progression Plan of the School District of Palm Beach County, as attached hereto in Exhibit B.
- E. Course content and numbers shall be consistent with the State Course Code Directory.
- F. In accordance with §1003.03, F. S., for fiscal years 2008-2009, 2009-2010, and thereafter, the calculation for compliance shall be the following: the maximum number for students in core-curricula courses assigned to a teacher in each of the following three grade groupings will be as follows: (1) Prekindergarten through grade 3, 18 students; (2) grades 4 through 8, 22 students; and (3) grades 9 through 12, 25 students.

4.0 Outcomes to be Achieved

- A. The Charter School is accountable to State Board of Education Rules 6A-1.09981 and 6A-1.09422 FAC. The Charter School shall be accountable for performance relative to the Student Performance Goal stated in §1008.345, F.S. The Charter

School is accountable for the performance of its entire student population, pursuant to §1008.34 (3) and (5), F.S. Beginning with the 2001-2002 school year and thereafter, a school's performance shall be rated using the same criteria as used by the Florida Department of Education in grading other schools. However, due to the fact that Charter Schools may be under enrolled compared to other District schools, the number of students shall not be a basis for not being graded and thus the school shall be accountable for their performance. The Sponsor may use the data received from the Florida Department of Education to determine a Charter School's grade.

- B. The Charter School will establish a systematic method for assessing student progress using the District's Pupil Progression Plan and performance at each grade using valid and reliable procedures and following the requirements of the law pursuant to §§1008.34, 1000.03, 1008.345, and 1008.25, F.S. The District's Pupil Progression Plan includes:
1. Kindergarten – Kindergarten Readiness Survey, Concept of Print, and concepts of Print for Writing
 2. First Grade – Concepts Print for Reading, Concepts for Writing, and Running Reading Records
 3. Second Grade - Running Reading Records, Palm Beach Writes, the SRI, and the NRT
 4. Third Grade – Running Reading Records, Palm Beach Writes, Scholastic Reading Inventory, Palm Beach County's Sunshine State Standards Diagnostic Assessment, FCAT, and NRT
 5. Fourth Grade – FCAT, Scholastic Reading Inventory, Palm Beach County's Sunshine State Standards Diagnostic Assessment, and NRT
 6. Fifth Grade – Palm Beach Write, FCAT, Scholastic Reading Inventory, Palm Beach County Sunshine State Standards Diagnostic Assessment, and NRT
 7. Sixth Grade through Grade 12 – SRI, FCAT, and Palm Beach County Sunshine State Standards Diagnostic Assessment, and NRT
 8. ESE - Pupil Progression Plan and appropriate alternate assessments for ESE students.

[Explain in detail the systematic method to be used.]

See Attached

- C. **[Describe any additional assessments that will be used by your Charter School.]**

See Attached

- D. **The Charter School is responsible for the technology necessary to administer assessments.**

- E. **[Develop measurable educational objectives based on the areas tested and reported on the FCAT (if applicable) and any other tests required of the**

School. In the event your school is not required to participate in the FCAT, you shall provide measurable objectives identifying expected student outcomes.]

See Attached

5.0 Instructional Methods and Strategies to be Used

- A. The Charter School shall provide an innovative educational program that includes a variety of instructional methods and strategies designed to encourage student achievement, improve behavior and encourage attendance.
- B. Instructional methods and strategies shall include: **[Please describe in detail.]**
See Attached
- C. Students shall be supervised by a Florida certified teacher or by skilled instructional personnel at all times from arrival at school to departure.
- D. During the school day, or any school-sponsored event, students shall be taught in an environment where discipline is consistent and designed to support appropriate behavior.
- E. The Charter School shall designate in writing one individual to be the chief administrator on site and responsible for the operations and management of the Charter School whenever students are present. Each person so designated shall be a certified teacher or one with credentials, qualifications, background, experience that is deemed appropriate by the governing board of the Charter School. In the event the chief administrator is off campus, a certified/qualified person(s) should be designated to be in charge. **Insert name of each designee, and indicate whether each designee is a Florida certified teacher or the chief administrator.]**
See Attached
- F. The Charter School shall purchase and install the necessary firewalls to ensure that all of the Charter School's software and computers, including student computers and software, comply with the same requirements mandated by the Sponsor in their other public schools.

6.0 School Year Calendar

- A. The Charter School shall provide instruction for a minimum of one hundred eighty (180) school days or its equivalent as defined by Florida Statutes.
- B. The start date and academic term calendar for the Charter School shall be consistent with that of the Sponsor annually, unless approved otherwise by both parties in writing.

7.0 Current Incoming Baseline Standard of Student Academic Achievement and Methods of Measurement

Describe in detail your method for assessing at each grade level the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. Include a detailed description for each of the following:

- A. **How the baseline student academic achievement levels and prior rates of academic progress will be established;**

See Attached

- B. **How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the Charter School; and**

See Attached

- C. **To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.**

See Attached

8.0 Participation in District and Statewide Assessment

- A. The Charter School shall ensure that all students enrolled in the Charter School be required to take all applicable State Standardized tests consistent with the Sponsor's Student Progression Plan. The Charter shall be responsible for administering said tests properly and in accordance with State and Federal Law.
- B. The Sponsor agrees to provide the Charter School with a listing of all District and State assessment tests and an annual calendar identifying test administration dates. The Sponsor reserves the right to send proctors to the Charter School during State assessment days to ensure test security and to monitor the processes used in test administration to ensure the integrity of the testing and assessment program of the Charter School.
- C. In addition to applicable State Standardized tests, the Charter School may select and administer other appropriate standardized tests to facilitate educational planning/evaluation of its goals.
- D. All testing shall be conducted according to security rules in test manuals. Florida Statute, and Charter 6A-10.042 State Board Rules of Education. If testing procedures are violated by the school staff, the Charter School will pay the Sponsor for the Sponsor's costs of investigating the violation, and of administering and scoring a different version of the test.
- E. Exceptional student Education (ESE) students' Individual Education Plans (IEPs) will document the type of assessment to be given (regular or alternate) and if accommodations are needed.
- F. An active Section 504 student's individual 504 Plan will document any accommodations to standardized testing that are needed.

- G. An active student's individual LEP Plan will document any accommodations to standardized testing that are needed.
- H. Results of District and State assessments shall be reported separately for the Charter School and used to report academic performance.

9.0 Graduation and/or Promotion Requirements

- A. The Charter Schools serving high school students shall assure compliance with the method for determining graduation requirements pursuant to §1008.25, F.S., and that students meet all graduation requirements as defined in §1003.43, F.S.
- B. The Charter School shall either follow the Sponsor's report card distribution calendar and a copy of the report card, attached as exhibit N.
- C. The Charter Schools serving high school students will award diplomas, Certificates of Completion, special diplomas for ESE students when indicated on a student's IEP, and State of Florida Certificates for General Education Development (GED) in conjunction with the Sponsor's GED program, or a combination thereof.
- D. Graduation and promotion requirements are contained in the Sponsor's Student Progression Plan as attached hereto in Exhibit B. Graduation requirements apply to high schools only.

10.0 Code of Student Conduct

- A. The Code of Student Conduct for the Charter School shall include student discipline policies, Zero Tolerance Federal Gun Free School Zone Act, suspension criteria, procedures, appeal and due process as required by State and Federal laws. The school shall utilize the District's Code of Student Conduct and Dismissal Policy which is appended hereto as Exhibit C, and is incorporated herein by reference. If any provision of this Charter is inconsistent with Exhibit C, the provisions in this Charter School Agreement shall prevail.
- B. The Code of Student Conduct for the Charter School shall comply with requirements of District, State, and Federal laws. The Charter will adhere to State and Federal laws in so far as each student will be afforded "Due Process," e.g., notice and an opportunity to be heard.
- C. The Charter School shall be responsible for all matters relating to student discipline. The Sponsor will only hear appeals relating to expulsion of a student by the Sponsor. The Charter School shall comply with any and all State, Federal and Local laws.
- D. The Charter School agrees to implement and adhere to procedures for discipline of ESE students as outlined in administrative directives and comply with requirements for the Individuals with Disabilities Education Act.
- E. Compliance with the Sponsor's Section 504 policies and procedures specific to manifestation determination and discipline issues for students with active 504 Plans will be met.

- F. Students may be recommended for expulsion by the Charter School governing board. Any such recommendation must be submitted to and approved by the School Board of Palm Beach County in accordance with §1003.01 (6) F.S. and 1006.07 F.S.
- G. The Charter School agrees to maintain a safe learning environment at all times ensuring the health, safety, and welfare of all students attending.

11.0 Nature of Parental Involvement

- A. **[Describe how your Charter School plans to involve parents/guardians in their child's education. The plan must include the use of District's parent survey. Results will be compiled by the District and issued in a report to the Charter School]**

See Attached

- B. Parental complaints from any and all sources must be kept in a designated logbook with the dated response or action taken by the Charter School clearly noted. This logbook must be available and open to inspection by the Sponsor upon demand.
- C. Parent/student contracts may include provisions for mandatory dismissal so long as the dismissal process ensures each student due process prior to dismissal and the dismissal is an expellable offense. Furthermore, the Charter School shall adhere to the provisions outlined in Section 10.0.

PART II: STUDENT SERVICES

12.0 Criteria for Admission

- A. **[Please describe in detail the criteria for admission.]**

See Attached

- B. The Charter School shall not enroll any student who is under a current term of suspension or expulsion.
- C. The Charter School shall project annually, the number of Full Time Equivalent (FTE) students and the Florida Education Finance Program (FEFP) category that the Charter School will serve each year. Enrollment projections will be capped or limited based upon the availability of space of the Charter School in a grade level, classroom, facility, and location.
- D. The Charter School enrollment period shall begin on **April 20, 2006** and will be ongoing. During the established enrollment periods, the Charter School will accept applications from parent(s) or guardian(s) for enrollment of eligible students, according to the criteria set forth in this Charter.

13.0 Enrollment Procedures

- A. The Charter School is subject to compliance with the entry, health examinations, and immunizations section of §1003.22 F.S.
- B. **[Please describe in detail student enrollment procedures.]**
See Attached
- C. The parent(s) or guardian(s) must complete and sign an application form which must include, but not be limited to, the following:
 - 1. The student's name, social security number, date of birth, place of birth, race, local and mailing address, telephone number, verification of birth, last school attended, Home Language Survey, health screening requests for vision, hearing, and fluoride;
 - 2. The parent's or guardian's name(s), local and mailing address, and telephone number; and
 - 3. Documentation of eligibility criteria as outlined in the Charter.
- D. Charter School must maintain a record of all students who apply to the school, whether or not they are eventually enrolled.
- E. The Charter School may enroll students who meet the eligibility criteria under this Charter by accepting a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.
- F. Siblings of students enrolled in the Charter School, children of employees of the Charter School, and children of board members of the Charter School shall be given preference during the enrollment and selection process provided they meet the eligibility criteria. [optional]
- G. The Sponsor shall transfer a student's cumulative record, including all disciplinary records, to the Charter School upon enrollment. The Charter School shall comply with the Federal Educational Right to Privacy Act (FERPA) HIPPA and any other applicable laws and State and federal regulations pertaining to student and medical record confidentiality.
- H. The Charter School may not target a student population other than the one approved by the Sponsor.
- I. Students with disabilities who are enrolled in the Charter School shall be provided programs that fully comply with all the requirements of IDEA and any other applicable Federal or State law. School shall, at its own cost and expense and not that of the Sponsor, ensure that all due process requirements are complied with, shall ensure that there are legally compliant educational assessments of the needs of the students and shall remain liable for full and complete adherence to all such requirements. The School must fund all educational and related services provided to students pursuant to the IEP and will earn funding in accordance with F.S. §1002.33 and/or others. Psychological and other appropriate re-evaluations are the responsibility of the Charter School. The Charter School will utilize all of the Sponsor's forms and

procedures related to pre-referral activities, referral, evaluation, and re-evaluation for ESE eligibility, IEP development, and placement. The Charter School will schedule and conduct IEP meeting pursuant to 34 CFR 300.340-300.350 for each eligible ESE student enrolled in the Charter School. The Charter School shall ensure that appropriate personnel are in attendance at IEP meetings.

- J. The Charter School shall provide ESE services as documented on the IEP. In the case of a parent choosing a Charter School that cannot implement the student's IEP as presented, an IEP meeting must be convened before the student is enrolled in the Charter School. The IEP committee must review/revise the IEP and determine the student's educational needs. The committee must clearly determine how the student's needs will be met at the Charter School.
1. If it is determined by the IEP committee that the student has needs that cannot be met at the Charter School, the IEP committee will focus on the appropriate placement for the student.
 2. The Sponsor shall be responsible to ensure that the needs of ESE students are being met. Therefore, the District staff shall have access to view, review, copy, retrieve, request, and/or recover the ESE files at the Charter School without notice for purposes of oversight and monitoring.
 3. The Charter School must provide related services documented on IEPs, i.e. speech/language services through a contract process.
 4. The Charter School must hire an appropriate number of ESE certified teachers to provide ESE services. The Sponsor must be notified immediately by the Charter School in the event that the certified ESE teacher is no longer employed or providing services to ESE students as required in their IEPs.
 5. A certified ESE teacher must maintain written documentation of consultative services for any student whose IEP indicates consultative services.
 6. Conference notes that are signed and dated shall be made and filed for all ESE meetings. Copies of all notes shall be distributed to all necessary parties, including but not limited to applicable District personnel.
 7. Describe in detail how ESE services will be delivered to eligible students and attach the description as Exhibit O.
- L. Parents of students with disabilities shall be afforded notice of procedural safeguards in their native language, as provided by the Florida Department of Education.
- M. Charter Schools will adhere to the Sponsor's guidelines for transferring and transitioning Exceptional Student Education (ESE) students to Charter Schools from District schools or from the District's schools to Charter.
- N. Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (Section 504/ADA) eligibility must be determined for any student with a

documented physical or mental impairment. If a student is eligible, 504/ADA modifications to the existing curriculum must be reflected either on the Individual Educational Plan developed and implemented by the Charter School or on the Sponsor's Section 504/ADA form. This process shall be in compliance with state and federal laws. Any educational modifications provided to a student pursuant to the 504/ADA plan must be funded by the Charter School.

- O. Students, including students with disabilities, enrolled at the Charter School who are limited English proficient will be served by ESOL-endorsed personnel. The Charter School will follow the Sponsor's Plan for limited English proficient students.
- P. An individual Limited English Proficient (LEP) Plan must be developed for every student identified as limited English proficient. With the exception of an IEP, an LEP Plan shall supercede any other educational plan developed by the Charter School. Development of the LEP Plan must be a joint effort between the Sponsor and the Charter School. This process shall be in compliance with District, State, and Federal guidelines. All educational services provided to a student pursuant to an LEP Plan must be funded by the Charter School.
- Q. Unless otherwise exempted by Chapter 1002.33, F.S., the Charter School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Charter.
- R. The Charter School agrees to enroll eligible students by accepting timely applications, unless the number of applications exceeds the capacity of a grade level or other facility utilized. In such case, all applicants will have an equal chance of being admitted through a random selection process.
- S. Enrollment is subject to compliance with the provisions of §1003.22, F.S., regarding school-entry health examinations and immunizations against communicable diseases, school attendance requirements, and exemptions.

14.0 Student Transfers, Withdrawals, and Dismissals

- A. Parents/Guardians may withdraw a student from the Charter School at any time. The student will be assigned to his/her area school in accordance with his/her Study Area Code (SAC). The Charter School may withdraw a student involuntarily for failure to maintain eligibility standards or for violation of the Student Conduct Code.
- B. The Charter School may refer students to a District-funded alternative education program utilizing the Sponsor's procedures.
- C. In the event that a student has been recommended to the School Board for expulsion by the governing board of the Charter School, the Charter School is responsible for providing academic and behavioral interventions for the student while awaiting the School Board's decision on the student's expulsion.

15.0 Marketing and Recruitment Plan

A. **[Describe how you plan to recruit students for your program.]**

See Attached

- B. The Charter School may provide public information through open houses, direct mailings, and media.
- C. The Charter School shall respond to all legal requests for information about the Charter School, its programs, or status.
- D. The Charter School shall provide public records upon request. Such releases of public records shall not violate the confidentiality of student records protected by the Family Educational Right to Privacy Act (FERPA), HIPPA, and Florida Medical Record Statutes and must conform to other applicable laws.
- E. The Charter School shall provide appropriate information to public agencies whose responsibilities include services for youth.
- F. The Charter School may provide brochures to public school principals describing its program. No Charter School representative or employee shall visit a school site or distribute materials to school employees, students, or parents on the school site without obtaining permission from the school principal.

16.0 Student Reporting

- A. The Charter School agrees to report its students to the Sponsor as required in §1011.62, F.S., in accordance with the definitions in §1011.61, F.S., so that the Sponsor can report student enrollment.
- B. If the Charter School submits data relevant to FTE funding that is later determined through audit procedures to be inaccurate, the Charter School shall be responsible for any reimbursement to the Sponsor or state for any errors or omissions.
- C. The Charter School should input student data on the Sponsor's reporting system on a regular basis to ensure accurate and current student data.

PART III: FINANCIAL MANAGEMENT

17.0 Proposed Budget

- A. The detailed projected Charter School start-up budget, covering only the planning and capital expenses necessary **before** school opening is attached as Exhibit E.
- B. The detailed projected Charter School **three-year (3)** budget, covering all

projected sources of revenue both public and private, and planned expenditures, is attached as Exhibit K. No budgets will be approved with a negative fund balance for any projected year.

18.0 Revenue

- A. The Sponsor agrees to fund the Charter School in accordance with S.S. 1002.33 as it may from time to time be amended. The current basis of the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in §1011.62, F.S. and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's current operating discretionary millage levy; divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's School District; multiplied by the funded WFTE of the Charter School multiplied by ninety-five (95) percent and 100% for all students above 500.
- B. The total administrative fee charged by the Sponsor to the Charter School shall be five percent (5%) of the available revenue as defined above. The five percent (5%) will be held back from the available revenue. The administrative fee is for both the direct and indirect administration of the Charter, including processing the application and the academic and financial monitoring required of the Sponsor by law.

The Sponsor will charge the Charter School for other services agreed upon by both parties. [Transportation, auditing, payroll, food services, educational and related services for ESE students, IEP processing, and expenses related to due process hearings, are examples of other services that may be negotiated.]

- C. The Charter School shall project annually, the number of Full-Time Equivalent (FTE) students and the Florida Education Finance Program (FEFP) category that the Charter School will serve each year. Enrollment projections will be capped or limited based on the availability of space of the Charter School in a grade level, classroom, facility, and location.
- D. A Charter School's first monthly allocation will be based on the Charter School's FTE projection. Thereinafter monthly allocations will be paid as stated in subparagraph L.
- E. The Charter School agrees that it will submit information specified in §1010.20, F.S. in a timely manner to the Sponsor. Failure to timely submit said information shall constitute "good cause" basis for termination of this Agreement.
- F. The Charter School shall be entitled to its proportionate of the applicable categorical program funds included in the total funds available in the FEFP by the Legislature. The Charter School shall document that funds received were expended for the purpose established by the State Legislature.
- G. For funding purposes, the Charter School will be eligible for the FEFP,

categoricals, grants and any other funding pursuant to the legislative distribution formula.

- Class Size Reduction
 - Compression Adjustment
 - Declining Enrollment
 - Discretionary Lottery
 - Discretionary Mileage
 - Food Service
 - Hold Harmless
 - IDEA funding
 - Instructional Materials Allocation
 - Public School Technology
 - Public School Transportation
 - Safe Schools Allocation
 - Sparsity Supplement
 - Supplemental Academic Instruction
 - Teacher Training
 - Title I
 - Other FEFP allocations as may apply and become available during the Charter period
- H. In any program or services provided by the Sponsor which are funded by federal or State grants, and for which funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the Charter School that the same level of service will be provided, to distribute these funds to the Charter School as required by Federal or State law. Charter Schools, which receive Title I funds are required to submit a Title I Plan. The appropriate department must approve the Title I Plan. Failure to submit an approved Title I Plan will result in the withholding of monies until a suitable plan is approved.
- I. The Sponsor will provide to the Charter School any and all available information relevant to changes in the Sponsor's funding that may impact the Charter School's funding.
- J. The Sponsor shall fund the Charter School based on funded FTE as set forth in this section. The Sponsor shall make monthly payments beginning in July.
- K. Payment shall be made to the Charter School no later than thirty (30) working days after the first day of each month. If a warrant for FTE payment is not issued within thirty (30) working days of the first day of the month, the Sponsor shall pay to the Charter School interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. The revenue earned by the Charter School shall be paid in twelve (12) monthly installments. Each payment will be based on revenue estimates for the project enrollment adjusted retroactively for the actual FTE count, and adjusted for prior payments and the administrative fee. A payment in the following year will be adjusted in order to reflect the final actual funded WFTE membership. If not in compliance, FTE check will be held until they are back in full compliance.
- L. For the first year of this Charter Agreement, monthly payments will be calculated as

follows:

1. **July and August** will be based on the Charter School projected FTE revenue divided by twelve (12);
2. **September through November** will be based on the Charter School's eleventh day count FTE enrollment for the fiscal year divided by twelve (12) and adjusted retroactively for prior payments during those months; however, if there is a significant increase in enrollment between the 11th day count and December adjustment, the parties agree to increase the funding to reflect the increase;
3. **December through March** will be based on actual October and projected February FTE revenue divided by twelve (12) and adjusted retroactively for prior payments; and
4. **April through June** shall be based on actual October, and actual February FTE revenue, divided by twelve (12) and adjusted retroactively for prior period adjustments.

For the second year and following years of the Charter Agreement, monthly payments will be calculated as follows:

1. **July through August** will be based on the Charter School's average FTE for the prior fiscal year, divided by twelve (12);
 2. **September through November** will be based on the Charter School's eleventh day count FTE enrollment for the fiscal year divided by twelve (12) and adjusted retroactively for prior payments during those months;
 3. **December through March** will be based on actual October and projected February FTE revenue divided by twelve (12) and adjusted retroactively for prior payments; and
 4. **April through June** shall be based on actual October, and actual February FTE revenue, divided by twelve (12) and adjusted retroactively for prior period adjustments.
- M. The Charter School shall have the option to operate associated summer Charter School for qualified students and receive any state funding that may be available for that purpose.
- N. The Charter School further agrees that it shall not levy taxes or issue bonds secured by tax revenues nor charge any State tuition or fees to students enrolled in an FEFP funded program in any grade through twelve.
- O. The Charter School shall provide student transportation consistent with the requirements of §§1006.21 through 1006.27, F.S. The Charter School may contract with the Sponsor, parents, and/or a private provider to provide transportation.

- P. The Charter School may secure funding from private foundations, corporations, businesses and/or individuals.
- Q. The Charter School may submit applications and secure funding for any Requests for Proposal issued by a Federal, State, or local public agency.
- R. If the Charter School submits data relevant to FTE funding that is later determined through audit procedures to be inaccurate, the Charter School shall be responsible for any reimbursement to the Sponsor for any errors or omissions. Should the Sponsor receive notice of an FTE funding adjustment, which is attributable to error or substantial noncompliance by the Charter School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due the Charter School. In the event that the assessment is charged near the end or after the term of the Charter School Agreement where no further payments are due the Charter, the Sponsor shall provide prompt notice to the Charter School and receive reimbursement within thirty (30) days.
- S. The Charter School shall have access to the Sponsor's buying power by accessing purchasing contracts with various outside vendors including state contacts. This would include any educational discounts offered by outside vendors. The credit terms of such purchases must be agreed to by the Charter School and the vendor. Off-adoption materials are available at no cost on a limited basis the same as other items that are District surplus.
- T. The Charter School shall have access to the Palm Beach County School District (PBCSD) Instructional Materials Depository. The Sponsor's procedures will apply for ordering/accountability if the Charter School chooses to purchase through the District Instructional Materials Department. Off-adoption materials are available at no cost on a limited basis the same as other items that are District surplus.
- U. The Charter School may be eligible for school capital outlay funding as per §§1002.33 (20), and 1013.62, F.S. Prior to the release of capital outlay funds from the Sponsor to the Charter School, the Charter School must provide the Sponsor a capital outlay plan with proposed capital expenditures. If the Charter School is non-renewed or terminated, any unencumbered funds and all equipment and property purchased with public funds shall revert to the ownership of the Sponsor as provided for in §1002.33 (8) (e) (f), F.S.
- V. This Charter School Charter will be adjusted to reflect any changes in future legislation that may affect Charter Schools, including but not limited to, funding allocations.

19.0 Funding and Financial Requirements

- A. If this Charter is not renewed or is terminated, any public unencumbered funds from the Charter School shall revert to the Sponsor and all Charter School property and improvements, furnishings, and equipment purchased with public funds shall revert automatically to full ownership by the Sponsor.
- B. The Charter School shall be responsible for its own debts and shall not pledge the full faith and credit of the Sponsor in regard to any debt. The school shall not cause or permit any lien or other claim to attach any real or personal property owned by the

Sponsor and shall promptly, at its own cost and expense, including, without limitation, attorneys fees at all levels of litigation, cause any such lien or claim of record to be removed and cancelled. Failure of school to comply with requirement shall be grounds for terminating the Charter.

- C. Financial records will be maintained by the Charter School as provided for in the manual, *Financial and Program Cost Accounting and Reporting for Florida Schools and District Chart of Account*.
- D. Failure to comply with this section shall be considered good cause for termination or non-renewal of this Charter, or holding FTE monthly funding until submission of required reports.

20.0 FTE Enrollment Verification Process

- A. The Charter School shall report its student enrollment to the Sponsor in accordance with §1011.60, F.S. and policies and procedures. The Sponsor shall include the Charter School's enrollment in the Sponsor's report of student enrollment.
- B. The Charter School accepts responsibility and will pay for delivering final projected FTE by program for the Charter School to the Director of School Support and Instructional Computing in the Division of Information Technology for the next year prior to **December 1** of each year. The Charter School accepts responsibility for delivering actual FTE for each applicable FTE survey period in accordance with the Sponsor's guidelines for FTE reporting. The Charter School accepts the responsibility and will purchase the equipment necessary for the entry of data on the Sponsor's Student Database to ensure accuracy and accountability of FTE data collection.
- C. The Charter School shall maintain all manual and/or automated records required to support the earning of each FTE reported. This includes, but is not limited to, all data required by the Florida Department of Education, Auditor General, Special Programs, ESE, Vocational and Basic program audits, and includes the **December 1** Child Count Data.
- D. The Sponsor reserves the right to inspect the FTE records of the Charter School to ensure compliance with state reporting requirements. The Sponsor may audit FTE and supporting documentation. Any discrepancies will be cause for adjustment to subsequent payments. Any loss of funds as a result of actual FTE/Financial or Program audit or findings of the Auditor General is the sole responsibility of the Charter School. Amounts lost, as determined by the Sponsor's Chief Operating Officer or findings of the Auditor General, will be automatically deducted from the next payment.

21.0 Internal Financial Controls and Audit Process

- A. In order to provide comparable financial information, Charter Schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools and District Chart of*

Account. Charter Schools shall provide annual financial reports and program cost report information by **July 31** in the state-required formats for inclusion in District reporting in compliance with §1010.20, F.S., and 6A-1.0071, FAC. The financial statements are to be prepared in accordance with *Generally Accepted Accounting Principles* using governmental accounting, regardless of corporate structure.

- B. The Charter School shall include all accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. A copy of these policies must be included with this Charter as Exhibit S.
- C. Within thirty (30) days of every month end, the Charter School shall provide to the Sponsor reconciliations of all bank accounts. A copy of the entire bank statement, copy of cancelled checks, and detailed general ledger cash accounts must be attached to the bank reconciliation. Charter Schools must be used District standard format. Key District financial personnel shall have access to review on-line in a read-only basis all bank accounts for confirmation of any and all cancelled checks.
- D. On or before **October 31, January 31, and April 30** of each fiscal year, the Charter School shall provide to the Sponsor the quarterly financial statements and actual vs. budget analysis for the quarters ended **September 30, December 31 and March 31**, respectively. These Financial Statements shall include an unaudited Statement of Net Assets and a Statement of Activities. These reports must be prepared in accordance with *Generally Accepted Accounting Principles* using governmental accounting as stated in Section 21A of this Charter. Failure to comply with due dates may delay FTE payments to the Charter School.
- E. Unaudited **June 30** year-end financial statements shall be submitted to the Sponsor by **July 31**. These financial statements must be prepared in accordance with *Generally Accepted Accounting Principles* using governmental accounting as stated in Section 21.0A of this Charter.
- F. The Charter School agrees to submit to and pay for an annual financial audit in compliance with Federal, State and School District regulations showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant selected by the Charter School who must demonstrate experience in educational governmental accounting, and shall be delivered to the Sponsor by September 30. The annual contract (engagement letter) for the audit must be delivered to the Sponsor no later than **July 31**. The Charter School further agrees to provide the Sponsor with a copy of the management letter, as well as any responses to the auditor's findings, by **October 31**. The Sponsor reserves the right to perform additional audits as part of the Sponsor's financial monitoring responsibilities as it deems necessary. Failure to comply with the requirements above shall constitute "good cause" basis for termination of this Agreement.
- G. The parties agree that the Sponsor, with ten (10) days notice, may request at any time and the Charter School shall provide, reports on the Charter 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 each member of the governing board.

- H. Within thirty (30) days of every month's end, the Charter School shall provide to the Sponsor cash flow statements. Within forty-five days (45) days of every month's end, the Charter School shall provide to the Sponsor monthly detailed general ledger reports. Charter Schools must submit within thirty (30) days of the end of the quarter, and inventory of acquired assets and a reconciliation of the fixed assets accounts on the required District forms by **September 30, December 31, March 31, and June 30.**
- I. In the event the Charter School ceased operation or is dissolved, or this Charter is not renewed or is otherwise terminated, any public unencumbered funds of the Charter School shall revert to the Sponsor. In that event, all of the Charter School's property and improvements, furnishings and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. If the Charter School's accounting records fail to clearly establish whether particular assets were purchased with public funds or attached to or incorporated in real or personal property of the Sponsor, however funded and whether approved by the Sponsor or not, that cannot be removed from the Sponsor's property without damage to the Sponsor's property, shall become the property of the Sponsor. In such event, the Sponsor shall have no obligation to reimburse or pay the Charter School, its Governing Board, the vendor or donor of the property or anyone else, for any such improvement, attachment or incorporated item and the school shall ensure that all contracts entered into by the Charter School must contain written notice of such.

The Charter School agrees that, in the event any public funds received by the Charter School from or through the Sponsor are used to purchase or improve real property that any unencumbered funds and all equipment and property purchased with public education funds reverts to the ownership of the Sponsor upon termination or non-renewal of this Agreement. The Charter School agrees to grant a security interest to the Sponsor in and to any such equipment, real or personal property, and all other recoverable assets and to file a mortgage or a financing statement with the Secretary of State of the State of Florida or the Clerk of Court, evidencing such agreement. The reversion of such equipment, property, and furnishings shall focus on recoverable assets, but not on intangible or irrecoverable costs such as rental or leasing fees, normal maintenance, and limited renovations.

- J. The Sponsor has the right to review and audit, upon request, all financial records of the Charter School to ensure fiscal accountability and sound financial management pursuant to §1002.33 (9)(g), F.S. The Charter School further agrees to provide the Sponsor with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan which shall be prepared and submitted within thirty (30) days from the date of the management letter. Furthermore, the Charter School shall execute a Power of Attorney in favor of the Sponsor, (Form 4868) and such Power of Attorney shall be in effect for the duration of this Agreement. Failure to comply with the requirements above shall constitute "good cause" basis for termination of this Agreement.

- K. If a dispute or conflict relating to any financial or compliance audit of the Charter School should arise, both parties, jointly, may request in writing technical assistance from the Florida Department of Education.
- L. The Charter School shall obtain the services of a qualified accountant to assist in compiling and maintaining financial records, reconciling bank statements, preparing financial reports, and obtaining an annual audit. On or before **July 1** of each fiscal year, the Charter School shall provide to the Sponsor a copy of the contract for such services. If the accountant is an employee of the Charter School, a memorandum stating that fact along with a copy of the accountant's resume shall be forwarded to the Sponsor upon hiring. A "qualified accountant" shall be a Florida licensed CPA with a minimum of 24 hours not-for-profit continuing education for each fiscal year. Copies of the certificate of continuing education shall be submitted to the Sponsor on a timely basis. In addition a qualified accountant shall have adequate experience in Governmental accounting and non-for-profit and shall attend any financial training offered by the Sponsor. Failure to have the requirements stated above and /or failure to attend any training offered by the Sponsor shall constitute "good cause" basis for termination.
- M. If a Charter School is deemed to be operating at a negative fund balance, the Sponsor shall take any and all necessary steps to determine if the Charter School will be allowed to continue to operate in such a manner. In addition at any time during the period that the Charter School operates at a negative fund balance, the Charter shall not pay any personnel salaries in excess of the salary ranges of the Sponsor for similar job classifications and student population. Said job classification shall be determined by the Sponsor.
- N. All disbursements, above an established and approved minimum threshold, of the School must contain two authorized signatures. The Governing Board must review and approve a disbursement report at least once a month. No check may be payable to either of the signatories. The Charter School may establish a threshold amount for those checks that may contain one signature. The threshold must be included in the Charter School Accounting and Reporting Policies and Procedures as set forth in Section 21, subparagraph (b) of this Charter and approved by the Sponsor.
- O. The governing board of the Charter School shall annually adopt and maintain an operating budget. This annual budget must be signed as reviewed and approved by each member of the governing board and submitted to the Sponsor by **July 1**.

PART IV: OPERATIONS

22.0 Method of Providing for Safety of Students and Employees in Case of Health Hazard, Fire, Natural Disaster, or Emergency

- A. The Charter School shall fully complete and timely submit to the District the "Opening of School Checklist" a copy of which is attached as Exhibit R on or before June 30th of each calendar year of operation. Failure to timely submit a completed checklist shall constitute "good cause" basis for termination of this

Agreement.

- B. The safety of students and employees shall be a prime responsibility of the Charter School.
- C. The Charter School shall develop and implement a Crisis Response Plan for each facility and classroom. Safety and emergency procedures shall be posted in all Charter School facilities.
- D. The Charter School will arrange for all teachers and staff to receive inservice training on approved safety and emergency procedures. Drills should be held at unexpected times and various conditions.
- E. The Charter School shall hold and document emergency evacuation drills at least ten (10) times per year with at least two (2) drills within the first ten (10) days of school. Two tornado drills are required annually. One drill should be scheduled during September and the second drill should coincide with the annual tornado drill conducted by Emergency Management. Such drills shall include preparations for fire, natural disaster, health hazard and other emergencies.

The Emergency Fire/Tornado Drill Report must be submitted by December 15 and May 30 of each fiscal year. The School agrees to strictly comply with all of the requirements stated in the Drill and Alarm and Compliance Testing Report, a copy of which is attached hereto as Exhibit P.

- F. In the event of a fire, students and employees shall be evacuated from the building. Students and employees shall be evacuated to assigned locations at least five hundred (500) feet from the building. The fire department and police shall be notified. Charter School administrators shall notify students and employees when and if it is safe to return to the building. Parents shall be notified as soon as possible.
- G. In the event of a natural disaster, portable buildings shall be evacuated and students and employees moved to a permanent building.
- H. Parents shall be notified of the location and advised as to when their child may be transported to their residence or when parents could arrange for transportation of the student.
- I. In the event of a health hazard, the county health department shall be notified.
- J. In all emergency situations, Charter School officials shall take all precautions necessary to protect the health and safety of the students and other employees
- K. The Charter School shall comply with all applicable Federal, State and Local laws, rules and codes pertaining to this section.
- L. The Charter School shall have a designated clinic equipped with a minimum of one bed, one refrigerator, and a locked medicine cabinet.

23.0 Facilities

- A. A Charter School shall utilize facilities which comply with the Florida State-Uniform Building Code pursuant to chapter 553 except for the State Requirements for Educational Facilities. The local governing authority shall not adopt or impose local building requirements or restrictions that are more stringent than those found in the Florida Building Code. The agency having jurisdiction for inspection of a facility and issuance of a certificate of occupancy shall be the local municipality or, if in an unincorporated area, the county governing authority.
- B. Pursuant to §1002.33 (7) 12, the Charter School agrees to use or construct appropriately approved facilities located in Palm Beach County. The Sponsor is not obligated to lease District facilities to the Charter School.
- C. Upon promulgation, Charter School facilities shall utilize facilities, which comply with the *Florida Building Code*, pursuant to Chapter 553, F.S. and the *Florida Fire Prevention Code*, pursuant to Chapter 633, F.S.
- D. The Charter School is responsible for the initiation and provision of inspections and an occupational license as required. All facilities, including leased facilities, must be inspected annually by a certified Fire Marshal or inspection specialist and the Palm Beach County Health Department. The Charter School must provide proof of the annual inspections to the Sponsor by **May 1** of each year of operation. Other inspections may be required as determined by the Sponsor.
- E. Prior to entering into any lease agreement or purchase agreement, the Charter School shall provide the Sponsor with a copy of the deed, lease or other legal instruments for review and approval by the Sponsor. Furthermore, prior to changing facilities, the school shall obtain prior approval from the Sponsor that the relocation will be in compliance with the Opening School Checklist requirements. In the event, that the school enters into any facility agreements, without prior Sponsor approval, this shall constitute "good cause" and a basis for termination of the Charter Agreement. Furthermore, any lease agreement or purchase agreement shall provide for the Sponsor to assume operation of the Charter School in the event of an immediate termination of the Charter Agreement.
- F. The Charter School will present proof of the appropriate facility certification (including all certificates that are required by applicable building codes) to the Sponsor no later than **June 30th** prior to the first year of operation, If the Charter School does not have the appropriate certifications by **June 30th** prior to the first year of operation or the initial opening day of classes in a different facility, the Charter School Charter shall terminate. These certificates shall be due **on or before May 15** of each year thereafter.
- G. In the event the Charter School is dissolved or is otherwise terminated, all of the Sponsor's property and improvements, furnishings and equipment purchased with public funds shall be peacefully and promptly delivered to the Sponsor and shall automatically revert to full ownership by the Sponsor. Any property and improvements, furnishings, and equipment purchased from other funding sources which have not been reimbursed by public funds shall be the property of the

Charter School should the Charter School Charter terminate or not be renewed. However, ownership of an asset will revert to Sponsor in the event of termination or non-renewal of the Charter School Charter if the Charter School's accounting records fail to clearly establish whether a particular asset was purchased with public funds from another source. Any assets existing at the time of termination or non-renewal of the Charter School Charter that have been funded by both funds described in this Charter, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through §1002.33, F.S., or Sections 31 and 32 of the Charter School Charter. The financial and auditing personnel and staff of the Sponsor and the Charter School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the Charter School.

- H. The Charter School must provide notice to the Sponsor of any proposed material additions, changes, and renovations to be made to the Charter School facility, as described in the Charter. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of Certificates of Occupancy issued for such facilities and, if applicable, written approval obtained from the Palm Beach County Traffic Engineering Department as to traffic control and pedestrian travel associated with said facilities. A "material addition, change or renovation" is defined as any improvement to real property that alters the square footage of the educational facility.
- I. If a facility or property of the Sponsor is declared by the Sponsor to be surplus, marked for disposal, or is otherwise unused, it shall be provided for the school's use on the same basis as it is made available to other public schools. If the Charter School received a surplus facility or surplus property from the Sponsor, the Charter School may not sell or dispose of same without written permission of the Sponsor. The Charter School's organizers agree to take reasonable measures to maintain any surplus facility or property in a manner similar to standards employed by the Sponsor.
- J. The Charter School shall advise the Sponsor of its plan or intention to relocate the Charter School and obtain prior Sponsor approval that the relocation will be in compliance with the Opening of School Checklist requirements. The Charter School must keep the Sponsor apprised at all times of the location of the students attending the Charter School. The Charter School must notify the Sponsor and advise of the proposed new location and present official verification of the issuance of an occupational license and any other documentation required to operate the Charter School in the new location prior to the first day of classes.

24.0 Transportation

- A. Transportation is the responsibility of the Charter School and must be provided according to the District, State, and Federal rules and regulations.
- B. The Charter School agrees to provide for transportation of the Charter School's students consistent with the requirements of Chapter §§1006.21 through 1006.27,

F.S.

1. The Charter School agrees that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the Charter School as determined by the Charter School's transportation plan.
2. The term "reasonable distance" shall be defined in accordance with the rules of the State Board of Education, 6A-3.001.
3. The Charter School shall transport children with disabilities in accordance with their IEP's who enroll in the school.
4. The Charter School may contract with the Sponsor for student transportation services. If transportation is contracted with the Sponsor, the Sponsor reserves the right to set the arrival and departure times for students.
5. The Charter School may contract with a Sponsor-approved private transportation firm. If using an approved private firm, the Charter School must submit to the Sponsor the firm's name and a copy of the final transportation plan and the proper documentation that all bus drivers have been certified through the District. All bus drivers who have not obtained proper certification from the Sponsor shall not be allowed to transport any students of the school. Failure to comply with these provisions shall constitute "good cause" and the basis for termination of the Charter Agreement.
6. Any information to be shared with the public regarding transportation must be approved by the Sponsor prior to distribution.
7. A bus evacuation drill will be conducted each semester and submitted to the Sponsor, the form to be used by the School is attached hereto as Exhibit Q.

25.0 Food Service

- A. The Charter School is required to provide the following Food Service Program to its students:
 1. A school breakfast program for elementary students.
 2. A school lunch program for elementary, middle, and high school students.
- B. The meal requirements, procedures and accountability must comply with the United States Department of Agriculture rules and dietary guidelines.
- C. The Charter School has the option of becoming an independent food service operator. As such, it must meet all requirements listed above (A and B). In addition, it will require a license, equipment, contracts, free and reduced meals application process, and a meal accountability system, and any other local, State or federal requirements.

- D. The Charter School has the option to become a satellite site of the Food Service Program of the School District of Palm Beach County. Contracting with the Sponsor, the expenditures and requirements of the Charter School are greatly minimized. Point of service accountability of meals served by category, pick up and return of food and supplies from the base kitchen, and a meal count and service system are required.

26.0 Indemnification and Insurance

- A. The Charter School agrees to indemnify, defend with competent counsel selected by the Charter School and to hold the Sponsor, its members, officers, employees, and agents harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:
 - 1. The acts of negligence of the Charter School or the Charter School employees or other agents when acting in the scope of the agent's employment and any damages resulting from said negligence;
 - 2. The Charter School's material breach of this Charter School Charter or law;
 - 3. Any failure by the Charter School to pay its suppliers, employees, or any subcontractors; and/or
 - 4. Any actual or alleged infringement of patent or other proprietary rights in any material, process, machine, or appliance used by the Charter School.
- B. The Sponsor recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in §768.28, F.S., the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Sponsor may pose and reserve all such rights as against any and all claims that may be brought under this Agreement. The Charter School recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit provided in §768.28, F.S., the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Charter School may pose and reserve all such rights as against any and all claims that may be brought under this Agreement.
- C. The duty to indemnify for professional liability as insured by the School Leader's Errors and Omissions policy described in this Charter School Charter will continue in full force and effect notwithstanding the expiration or early termination of this Charter School Charter with respect to any claims on facts or conditions which occurred prior to expiration or termination.
- D. In no way shall the School Leader's Errors and Omissions policy impair the Sponsor's claims to indemnifications with respect to a claim for which the Charter School is insured or for which the Charter School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance, or Employer's Liability Insurance.

- E. Nothing contained in this Section is intended to serve as a waiver of sovereign immunity by the Sponsor to which sovereign immunity may be applicable. Nothing contained in this Section shall be construed as consent by the Sponsor to be sued by third parties arising out of any contract.
- F. To the extent immunity is waived pursuant to §768.28, F.S., the Sponsor agrees to indemnify, defend with competent counsel selected by the Sponsor with the Charter School's reasonable approval, and agrees to hold the Charter School, its members, officers, employees, and agents harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, and costs, arising out of, connected with or resulting from:
1. The acts of negligence of the Sponsor or of the Sponsor's employees, or other agents when acting in the scope of the agent's employment and any damages resulting from said negligence;
 2. The Sponsor's material breach of this Charter School Charter or law; and/or
 3. Any failure by the Sponsor to pay its suppliers, employees or subcontractors.
- G. Nothing contained in this Section is intended to serve as a waiver of sovereign immunity by the Charter School to which sovereign immunity may be applicable. Nothing contained in this Section shall be construed as consent by the Charter School to be sued by third parties arising out of any contract.
- H. The Charter 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 Section (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Charter School or Sponsor shall at times have the right to participate in such defense at its own expense. If the Charter School or Sponsor shall fail within a reasonable amount of time after receipt of a notice of a Third Party Claim to undertake to so defend, the other Party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the Charter School or Sponsor which they agree to assume. The Charter School or the Sponsor shall make available to each other, at the expense of the party providing the information, such information and assistance as each shall request in connection with the defense of a third-party claim.
- I. The Charter School shall, at its sole expense, maintain throughout the entire term of this Charter and any renewals thereof, the coverages listed below. Copies of the initial certificates of insurance must be submitted to the Sponsor by **June 30**. The insurance companies writing coverages must maintain a rating of "B+" or better and a financial size category of "VI" or better according to A.M. Best Company.
1. General Liability insurance in the amount of one million dollars (\$1,000,000)

per occurrence, combined single limit covering bodily injury, property damage, personal injury, premises operations, products, completed operations, consultants and independent contractors, insured vs. insured, and contractual liability.

2. Property insurance for special perils (all risks) with limits of no less than one hundred percent (100%) replacement value of the facility and all contents therein which are owned by the Sponsor and coverages for business income in no less than the amount of the annual rent, if any, paid to the Sponsor.
 3. Automobile insurance covering owned, non-owned and hired vehicles with limits of one million dollars (\$1,000,000) per occurrence, per combined single limit and comprehensive and collision coverages, with a deductible of not more than one thousand dollars (\$1,000). The coverages must extend to employees, agents, and volunteers of the Charter School who utilize personal vehicles within the course and scope of their employment of service.
 4. School Leader's Errors and Omissions liability insurance having limits of one million dollars (\$1,000,000) per occurrence, including an employment practices endorsement, coverages for student liability, corporal punishment, and sexual misconduct.
 5. Fidelity/Dishonesty/Liability coverage with limits of five hundred thousand dollars (\$500,000), insuring the Sponsor against dishonest acts of employees or volunteers of the Charter School resulting in loss to the Sponsor.
 6. Workers compensation coverages for the employees as required by Florida Law. The insurance company issuing the worker's compensation may have an A.M. Best Company rating of NR-2 and be licensed to write this coverage by the State of Florida.
- J. If an insurer shall fail to comply with the foregoing minimum requirements during a period when an insurer is providing the insurance required by the Charter, the Charter School shall immediately notify the Sponsor of such non-compliance upon its knowledge of same and shall immediately replace the insurance provided by the insurer with insurance provided by an insurer meeting the requirements.
- K. Each certificate of insurance shall provide that the Sponsor will be given, no less than **thirty (30) days**, written notice prior to cancellation.
- L. Until such time as the insurance is no longer required to be maintained by the Charter School, the Charter School shall provide the Sponsor evidence of the renewal or replacement of the insurance no less than **thirty (30) days** before the expiration or termination of the required insurance for which evidence was provided.

The Charter 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 and any other applicable federal rules and regulations.

PART V: PERSONNEL

27.0 Employee Status, Staff, and Governing Board

- A. The parties of this Charter School Charter agree that the Charter School shall select its own employees. The employees shall be **[(choose one) x public OR private.]** The Charter School agrees that its employment practices shall be nonsectarian and that it shall not violate the anti-discrimination provisions of §1000.05, F.S. ["The Florida Educational Equity Act"]. The Charter School agrees to develop and implement personnel practices and procedures that are consistent with state statutes and rules.
- B. It is agreed that the Charter School may not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certificate or license as an educator is suspended or revoked by this or any other state. The Charter School may not knowingly employ an individual who has resigned from any 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 district with respect to child welfare or safety. Furthermore, copies of any contracts entered between the Charter School and personnel including the school's employees, shall be furnished to the Sponsor.
- C. The teachers employed by or under contract to the Charter School shall be Florida certified, at a minimum, as teachers as required by Chapter 1012, F.S. and the federal No Child Left Behind Act of 2001 ("NCLB"). The Charter School may contract with skilled selected non-certificated personnel to provide instructional services in the individuals' fields of specialty or to assist instructional staff members as paraprofessionals in the same manner as defined in Chapter 1012, F.S., and as provided by the State Board of Education Rule for Charter School governing boards. Substitute teachers cannot provide instructional services for longer than forty-five (45) student attendance days for an identified regular position. In addition, the Charter School shall submit to the District a completed Charter School Authorization Form prior to employment. Failure to timely submit said form shall constitute "good cause" for termination of this Charter Agreement.
- D. The Sponsor shall assist the Charter School in processing certification applications. The Charter School shall have access to the applications for teaching positions on file at the District.
- E. For certification purposes only, the Charter School will follow requirements of State Board Rule 6A-5.065 and Chapter 1012, F.S. to verify evidence of competencies related to the Accomplished Educators' Practices. The Charter School must have at least one (1) qualified certified individual to sign off on teachers applying for initial Florida certification. **Administrators must complete a minimum of three (3) components annually related to competencies relevant to Florida Certification Guidelines.**

- F. The Charter School shall designate in writing one individual to be the chief administrator on site and responsible for the operations and management of the Charter School whenever students are present. Each person so designated shall be a certified teacher or one with credentials, qualifications, background, experience that is deemed appropriate by the Governing Board of the Charter School approved by the Sponsor. In the event the chief administrator is off campus, a certified/qualified person(s) should be designated to be in charge.

[Insert name of each designee, and indicate whether each designee is a Florida certified teacher or the chief administrator.]

- G. Failure to comply with the requirements contained within this Section shall constitute "good cause" basis for termination of the Charter.

28.0 Fingerprints and Disclosure of Employees

- A. Charter School employees, contract employees, and governing board members shall be required to comply with the fingerprinting requirements of §1012.32, F.S., relating to Criminal Background Checks. The Charter School shall require all employees to comply with the fingerprinting requirements of §1012.32, F.S. Members of the governing board of the Charter School shall also be fingerprinted in a manner similar to that provided in §1012.32, F.S. Furthermore, all individuals who have direct contact with children or any students in the School District, must be fingerprinted and background checked.

The Charter School will require all of its employees to be fingerprinted by the Sponsor's School Police Department prior to employment. The Charter School agrees that it will be responsible for fingerprint processing fees. No employee of the Charter School shall receive remuneration before background check; fingerprinting, and certification status is completed.

- B. The Charter School agrees to provide a monthly employee payroll list to the Sponsor by the **15th of each month**.
- C. The Charter School agrees that a prospective or current employee may be disqualified or may be terminated from continued employment if the prospective or current employee has been convicted of a crime classified as a felony or first degree misdemeanor directly related to the position of employment sought or convicted of a crime involving moral turpitude or any of the offenses enumerated in Chapter 435, F.S.
- D. Any employee of the Charter School found through a background check to have been convicted of a crime of moral turpitude shall not be employed in any position requiring direct contact with students pursuant to §1012.32, F.S.
- E. The Charter School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the Charter School.

- F. Failure to comply with the requirements contained within this Section shall constitute “good cause” basis for termination of the Charter.

29.0 Financial and Administrative Management Assessment for New Applicants

- A. Those individuals who will manage and operate the Charter School agree to provide the Sponsor, upon approval of application prior to the sponsor’s approval of the charter, with verifiable information and documentation so that the Sponsor can assess the professional experience and competence of the individuals who apply to operate the Charter School.
- B. The Governing Board must use due diligence in awarding contracts to all vendors and management companies to ensure that financial ability is in place and that the expected benefits will accrue to the school and its students. If the Charter School contracts with an organization to manage the School, the School shall submit a copy of the contract for such services to the Sponsor upon signing.
- C. No member of the School's organizing or permanent governing board shall have substantial unresolved issues with other charter schools in Palm Beach County with which they were associated. All resolutions to such issues with previous Charter Schools must satisfy the Sponsor prior to issuance or continuation of a Charter.

29.0 Financial and Administrative Management Assessment for Renewal Charters

- A. The Sponsor will review the financial quarterly reports for the previous three (3) quarters and the most recent end-of-year audit of this Charter School to determine the professional experience and competence of the financial and administrative management.

PART VI: LEGAL REQUIREMENTS

30.0 Articles of Incorporation and Governance Structure

- A. The Charter School will operate as a not-for-profit corporation. The Charter School shall furnish to the Sponsor a copy of its articles of incorporation, by-laws, and amendments thereto and are attached as Exhibit A.

Employees who are, as of April 19, 2006, Board Members of record, will complete their designated current terms, but cannot serve later than June 30, 2006.

Each new Board Member cannot be an employee of the Charter School. Current Board Members who are employees will be phased out but until replaced must

make full disclosures of any possible conflict of interest and must abstain from all discussion and voting on any issues of possible conflict.

The Principal or Headmaster of the school from June 30, 2006 forward shall serve in an advisory capacity to the Board as a founding Board Member, but will not and can not be a voting member of the Board.

- B. No members of the Charter School's Governing Board will receive financial benefit from the Charter School's operations and all members and employees shall comply with the provisions outlined in Part III, Chapter 112, F.S. The Governing Board Chair shall annually provide to the District including but not limited to the following:
1. A member of the Governing Board and any employee of the Charter School can not act in a private capacity in any self-serving or for any self-serving financial benefit. This would prohibit a Board Member acting in his/her private capacity, from selling services directly or indirectly to the Charter School. The Board Member cannot stand to benefit privately.
 2. A prohibited conflict of interest would exist if a member of the Governing Board and/or employee of a Charter School becomes a principal in a profit-making venture or company that has submitted an application to participate in the operation of a Charter School.
 3. A prohibited conflict of interest would exist if the spouse, parent, child, stepchild, sibling, or employee of any Board Member, or employee of the Charter School were also a member of the Charter School Governing Board.
 4. An employee of the Charter School or of the management company operating the Charter School shall **NOT** be a member of the Charter School Governing Board.
 5. Upon request by the Sponsor, the Charter School's Governing Board and employees will comply with the statutory requirements regarding financial benefit and conflict of interest.
 6. The Charter School shall provide a statement from all board members certifying there is no relationship, controlling interest or association with other members of the Board or administration, officers of the school by **July 15** of each year of operation.
- C. Governing Board Members shall be able to demonstrate financial competence and adequate professional experience. In addition, each Board Member, as a condition of acceptance as a Board Member, shall sign and acknowledgment of receipt and complete review of the terms of the Charter Agreement and any and all Amendments thereof and shall submit a copy of this acknowledgment to the Sponsor.
- D. The Governing Board of a Charter School is empowered within this Agreement and

in conformance with law and the terms of this Agreement to determine the rules, and regulations needed for the effective operation and general improvement of the Charter School.

- E. It is recognized that in accordance with the responsibility of the Charter School, contracts with management companies must not usurp the authority of the governing board. The Sponsor will look to the Charter School Governing Board directly for accountability.
- F. The Governing Board will provide reasonable public notice of the date, time, and place of its meetings and will maintain detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. A signed copy of the minutes will be on file at the Charter School site for review and a copy will be forwarded to the Sponsor. Meetings of the Charter School Governing Board shall be open to the media and public and comply with §286.011, F.S., unless confidentiality is required by law.
- G. The Charter School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods, or services from any director, officer, or employee of the Charter School or the spouse, parent, child, stepchild, or sibling of any director, officer, or employee, or from any business in which any officers or employees have an interest. Nor shall the Charter School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. A reference is hereby made to 2001 Florida Statute 112.313.
- H. The officers and directors of the Corporation shall submit financial disclosures consistent with Chapter 112, F.S. Financial disclosures shall be filed with the Sponsor within ten (10) days of the approval of this Charter.
- I. All officers, directors, and employees of the Charter School who have the authority to receive and expend funds on behalf of the Charter School shall be bonded to the same degree as officers and employees of the School Board. All bonds shall run to the Charter School, the not-for-profit corporation, and the School Board and shall be on file for inspection at all times.
- J. The Charter School shall establish a Charter School Governing Board of at least five members. A minimum of four members must be established prior to the execution of this Agreement and all necessary background checks and documentation must be provided and approved by the Sponsor by **May 31, 2006**. At least one member of the Governing Board must be a parent of a child currently enrolled in the school. The parent member must be named by **September 15**. The Board shall consist of: **[Insert names of Charter School Governing Board and their respective titles] See Attached**
- K. All members of this Governing Board shall submit financial disclosures consistent with Chapter 112, F.S. The financial disclosures shall be filed with the Sponsor within thirty (30) days of appointment to the board.
- L. All Directors and the Chief Administrator of the Charter School must submit to a background check prior to the approval of the renewal or prior to joining the

Charter School Governing Board or becoming the Chief Administrator, whichever is later.

- M. The Charter School Governing Board shall review and approve policies and procedures of the Charter School and recommend expulsions to the School Board of Palm Beach County.
- N. The Governing Board cannot delegate its responsibility to the Sponsor to any other agency, management company or other contracted service provider. Any contract with a management company or other contracted service provider must be fully and continuously monitored by the Charter School Governing Board.
- O. The Governing Board of the Charter School shall annually adopt and maintain an operating budget. This annual budget must be signed as reviewed and approved by each member of the Governing Board and submitted to the Sponsor by **July 1**.
- P. If after adopting the budget, a member of the Governing Board in his/her obligated diligence believes that any other member of the Board or any vendor, vendor's employee, management company, or management company agent or employee is directly responsible or wrongfully advises the members of the board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that individual should notify the Sponsor, Department of Education, and if deemed proper, the Attorney General, or any other proper authority immediately.
- Q. The names of the Governing Board Members must be held current at all times and the Sponsor shall be notified immediately of any changes. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight, said terms of replacement should be properly stated in the Board's By-Laws.
- R. The Charter School shall provide the parents in writing the names of the members of the Governing Board and a means by which they may be contacted.
- S. The Charter School shall provide the parents in writing the process for placing attending and bringing matters to the Board's attention, including but not limited to public comments at the Governing Board meetings ~~an item on the agenda for the Governing Board meeting.~~

31.0 Conflict Resolution

- A. It is agreed by both parties that every effort shall be made to resolve complaints, issues, or concerns by informal communications between the Sponsor and Charter School.
- B. The Charter School shall notify the Sponsor in writing the name of, mailing address, and telephone number of its contact person. Any change in this information shall be submitted in writing to the Sponsor in a timely fashion.

- C. All disputes related to or arising out of this Charter, which the parties are unable to resolve informally, shall be resolved according to the Alternative Dispute Resolution Process provided in Section 32 of this Charter.

32.0 Alternative Dispute Resolution Process

- A. Subject to the applicable provision of §1002.33, F.S., as amended from time to time, all disagreements and disputes relating to or arising out of the Charter School 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. It is anticipated that a continuing practice of open communication between the Sponsor and the Charter School will prevent the need for implementing a conflict/dispute resolution procedure. The Dispute Resolution Process is as follows:

STEP 1: Informal discussion shall commence between representatives of the Charter School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step 1, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the Sponsor or the Charter School outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: A meeting between the Governing Board of the Charter School and the Sponsor's representative to discuss the issue(s) and resolution of same, and any proposed modification or amendments to the terms and conditions of the Charter School Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

STEP 4: An item will be placed upon the agenda of the Sponsor's regular School Board meeting to enable the Sponsor to render a final decision regarding the issue(s) that are in dispute.

Notwithstanding the above, either party may seek any and all legal remedies available to it.

- B. The aforementioned process, not otherwise pre-empted by §1002.33, F.S., (See C below) shall be equally applicable to both parties to this Charter School Charter in the event of a dispute.

33.0 Student Records

- A. The Charter School agrees the Sponsor shall have access to review data sources, including collection and reporting procedures, to assist the Sponsor in making a valid determination about the degree to which student performance requirements

have been met.

- B. Due to the possibility that students enrolled in the Charter School may transfer to other public Charter Schools within the Sponsor's school system, the Charter School shall utilize the records and grading procedures that can be transferred to the Sponsor's current records and grading procedures. The Sponsor will provide a copy of these procedures to the Charter School.
 - 1. The Charter School shall maintain both active and archival records for current/former students in accordance with Florida Statutes.
 - 2. All permanent records of students leaving the Charter School whether by graduation, transfer to the public school system, or withdrawal to attend another school, shall be promptly transferred and delivered by the Charter School to the Sponsor.
 - 3. Records of student progress will be promptly transferred and delivered to the appropriate school within the Sponsor's school system or to another school system. The Charter School may retain copies of the departing student's academic records.
 - 4. An annual report from the Charter School shall be transmitted and delivered by the Charter School to the Sponsor, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate). This report for the immediate preceding school year shall be transmitted and delivered to the Sponsor each year on the date requested from the Sponsor.

34.0 Annual Progress Report

- A. The Charter School shall make annual progress reports to the Sponsor, which, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The Charter School's Annual Progress Report shall be submitted to the Sponsor no later than **October 1** of each year for the immediate preceding school year. The Annual Progress Report must be approved by the Charter School Governing Board prior to submitting to the Sponsor.
- B. The report shall contain at least the following items:
 - 1. The Charter School's progress toward achieving the goals outlined in its renewal charter.
 - 2. The information required in the annual school report pursuant to §1008.345, F.S.
 - 3. Financial records of the Charter School, including revenues and

expenditures, shall be submitted in accordance with the requirements specified in Section 21.0.

4. Salary and benefit levels of the Charter School employees.
5. The amount of any management fees paid to a third party provider.
6. Other elements required by law or desired by the Charter School.

35.0 Miscellaneous

- A. The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.
- B. Neither party shall be in default of this Charter if the performance of any part or all of this Charter is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. This Charter and the Exhibits hereto shall constitute the full, entire, and complete agreement between the parties. All prior representations, understandings, and agreements are superseded and replaced by this Charter. Except as any Florida or United States statute may change the obligations of either the Charter School or the Sponsor, this Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. The Charter School shall not unreasonably withhold approval of any amendments proposed by the Sponsor to this Agreement. Any substantial amendment to this Charter shall require written approval of the Sponsor.
- D. Duly authorized representatives of the Sponsor shall have the right to visit the Charter School, including all classrooms, labs, and school events, with or without prior notice to the Charter School.
- E. This Charter shall not be assigned by either party without prior written consent of the other party, provided that the Charter School may, without consent of the Sponsor, enter into contracts for services with a corporation, a limited liability company, an individual, or group of individuals organized as a partnership or cooperative.
- F. No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.
- G. Both parties shall comply with all applicable provisions of state and federal law


requiring confidentiality of student records and other related matters.


- H. All representations and warranties made herein shall survive termination of this Charter.
- I. This Charter may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute the Charter.
- J. Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.
- K. The terms of the Charter as sent by the Sponsor to the Charter School for completion and execution shall have control over any amendment made by the Charter School without the specific written consent of the Sponsor to the amendment.
- L. If any provision or part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or part of any other provision of this Charter, and all such provisions shall remain in full force and effect.
- M. This Charter is not intended to create any rights of a third-party beneficiary.
- N. This Charter is made and entered into with the State of Florida and shall be interpreted according to the laws of that state. Palm Beach County, Florida, shall be the proper venue for any litigation arising under this Charter. The Charter School shall adhere to any additional requirements applicable to Charter School under state law or as mandated by the Florida Department of Education or any other agencies regulating the Charter School.
- O. Except as otherwise provided herein, the Charter School shall be exempt from all statutes and rules applicable to the School Board, except those specified by §1002.33, F.S. or other laws. The Charter School is bound to comply with all requirements as specified in this renewal charter.
- P. The Charter School shall have all authority as provided to not-for-profit corporations under Florida Law, including but not limited to hire and fire employees, sue and be sued, secure grants, and control its finances.
- Q. Charter Schools are also governed by provisions of Chapters 119 and 286.011, F.S.
- R. A plan that includes procedures that identify various risks and provides for a comprehensive approach to reduce the impact of losses as noted in 1002.33 F.S. shall be submitted to the Sponsor on or before **July 15**.

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

FOR THE SPONSOR:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

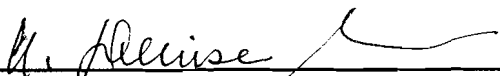
By: 
Arthur C. Johnson, Ph.D.
Superintendent of Schools

By: 
Tom Lynch
Chairman of the School Board

Date: 4/19/06

Date: 4/19/06


Reviewed and Approved as to
Legal Form and Sufficiency:

By: 
A. Denise Sagerholm, Esq. 4/19/06
Associate Counsel-Administrative

FOR THE CHARTER SCHOOL:

ATTEST:

RIVIERA BEACH MARITIME ACADEMY, CORP.

By: 

By: 

Print Name: GERARD D. STRAUB Sr.

Print Name: Michael S. DONAHUE

Title: President

Title: Secretary

Date: 4/18/06

Date: 4-18-06

EXHIBITS

- Exhibit A Articles of Incorporation and By-laws for
RIVIERA BEACH MARITIME ACADEMY, CORP.
- Name of Nonprofit Organization and certificate of current status:
Employer Identification Number, Notification from the IRS of EIN # &
Exempt Determination Status
- Exhibit B Student Progression Plan – School is utilizing District
- Exhibit C Code of Student Conduct – School is utilizing District
- Exhibit D Statement of Assets
- Exhibit E Budget
- Exhibit F Building Code Approvals
Certificate of Occupancy
Local Jurisdictional Code Approvals
 (zoning approvals consistent with type of use, fire and health inspections)
Occupational License (letter of exemption)
- Exhibit G Insurance Certificates
- Exhibit H Bonding Certificates
- Exhibit I Fingerprint Records and Background Checks
- Exhibit J Financial Disclosures
- Exhibit K Three-year Budget
- Exhibit L Charter School Application dated _____
- Exhibit M IRS Form 1023; application for 501 (c) (3), IRS Designation Letter for
501(c)(3) including attachments, correspondence and all
representations made to the IRS.
Application to the Florida Department of Agriculture, Form # _____,
allowing the corporation to solicit charitable contributions
- Exhibit N Report Card – School is utilizing District
- Exhibit O Description of ESE Services
- Exhibit P District’s Drill and Alarm Compliance Report
- Exhibit Q District’s Bus Evacuation Drill Report

Exhibit R Opening of School Checklist

Exhibit S School's Accounting and Reporting Policies, Procedures and Practices

RIVIERA BEACH MARITIME ACADEMY CHARTER SCHOOL CONTRACT INSERTS

1.0B Target Population (Page 9)

The Riviera Beach Maritime Academy is a school of choice. The intended targeted population to be served is any high school student residing in Palm Beach County, grades 9 to 12, who are interested in exploring or pursuing a career in the Maritime trades industry. It is anticipated that students interested in a maritime trade's career program will come from a diverse population of students who have a wide range of academic abilities. It is anticipated that students with high academic abilities will apply for the program as well as students that may have limited academic abilities. As we review skill levels needed for entry into the maritime industry we know that any student, even with limited academic abilities, can find successful employment in the marine industry. The Riviera Beach Maritime Academy will do it's utmost to accommodate students with their various academic abilities.

1.0C Innovative Program (Page 9)

Through the Riviera Beach Maritime Academy students will develop entry level skills that will prepare them to enter the Maritime Industries upon high school graduation or continue their career preparation at a College, University or Post Secondary Technical School. Students at the Riviera Beach Maritime Academy will not only be challenged to meet the Florida high school graduation requirements, but also the high performance standards established by the Maritime Industries. Throughout the student's placement at Riviera Beach Maritime Academy they will be challenged not only academically, but also with hands-on performance skills that are based on maritime industry standards. Students will be held accountable to the high academic standards of the school and the maritime industries.

1.0D Mission of the Charter School (Page 9)

The Riviera Beach Maritime Academy is committed in providing a rigorous academic and maritime skills hands on-training program for its students in an atmosphere of pervasive caring that will assist its students to:

Develop physically, emotionally, socially, mentally and morally

Become proficient in reading, writing, math and oral communications

INSERTS TO ORIGINAL CONTRACT

Develop at minimum entry level skills in the maritime trades

Realize that learning is a life long process

Become contributing members of the community and society

2.0A Students Served (Page 9)

The Riviera Beach Maritime Academy is a school of choice. The intended targeted population to be served is any high school student's in grades 9 to 12, who are interested in pursuing or exploring a career in the Maritime trades industry. It is anticipated that students interested in a maritime trade's career program will come from a diverse population of students who have a wide range of academic abilities. It is anticipated that students with high academic abilities will apply for the program as well as students that may have limited academic abilities. The Riviera Beach Maritime School will do it's utmost to accommodate students with their various academic abilities. For students not accepted into the school because of space limitations they will be placed on a waiting list. When an opening occurs students on the wait list will be given first preference to attend. Students will be accepted into Riviera Beach Maritime Academy on a non-sectarian and non-discriminatory basis.

During the first year of operation the Riviera Beach Maritime Academy anticipates an enrollment of approximately 100 to 125 students, equally distributed between grades 9 through 12. During the second and third year of operation Riviera Beach Maritime Academy anticipates increasing its enrollment to approximately 300 students, once again, equally distributed be grades 9 through 12 which will be considered maximum enrollment.

2.0C Transportation Charter School attendance zone (Page 10)

Riviera Beach Maritime Academy would like to work with the Palm Beach County School district to provide student transportation to and from the school. It is believed that a cooperative effort between Riviera Beach Maritime Academy and Palm Beach County would provide the most effective, safest and economical way to get students to and from the school. Riviera Beach Maritime Academy will meet with the Palm Beach County Director of transportation to establish costs and the most effective way to transport students. Riviera Beach Maritime Academy also believes there are a number of ways that the transporting of students can be accomplished.

1. Students attending the school can be picked up at a designated location

near their home and transported to Riviera Beach Maritime Academy directly. The same would hold true at the end of the school day where students would be picked up at the end of the school day and dropped off at a designated stop. These pickup and drop off locations would be determined by Palm Beach County School Districts Transportation Department and would be based on the student's home address and the school boundaries established by the Palm Beach County School District. For students living outside the school boundary area, they too can be picked up and dropped off at a designated stop as long as they can get to the designated bus stop within the school boundary.

2. A second possible way that students could be transported to Riviera Beach Maritime Academy would be for students to be picked up by Palm Beach County School District and transport them to their respective resident high school. Once at the high school a designated pick up point for all Riviera Beach Maritime Academy could be established. This location at each of the high schools would act as both pick up and drop off for students attending the school. At the end of the student's day they will be returned to their resident high school for transportation back home. This transportation format we feel would minimize sending buses throughout the county for students. However, a primary draw back to this format would be that Riviera Beach Maritime Academy would need to adjust its school day so that students could return in time to pick up their transportation home.

3. Students who reside in areas where public transportation is available to get to and from school will be required to use the public transportation system (Palm Tran and Tri Rail) provided the stops are within a reasonable distance from the school. Riviera Beach Maritime Academy will access the possibility once a school location has been determined.

4. Another possible method to get students to and from school will be for the parent to drive the student to and from school. Although this is a possibility, it is one that will not be encouraged, but may be used as a last resort.

5. The Riviera Beach Maritime Academy will be a grade 9 through 12 high school. As a result many of the students may already have a car and drive. For students who are in this category driving to and from school may be permitted. If students drive to and from school there will be strict rules that they must adhere to.

4.0B Explain in detail the systematic method to be used. (page 11)

The Riviera Beach Maritime Academy will use the following systematic approach in assessing its students.

1. Students at the Riviera Beach Maritime Academy will display that they have received a years worth of instruction by receiving final passing grades in each of their core academic subject areas.
2. Students at the Riviera Beach Maritime Academy will display that they have received a years worth of instruction by passing a skill proficiency test in their career program at the end of the school year.
3. Students at the Riviera Beach Maritime Academy will display that they have a years worth of instruction by maintaining an acceptable attendance record for the school year of 90 percent.
4. Students at the Riviera Beach Maritime Academy will display that they have displayed a years worth of instruction by scores received on achievement tests required by the Palm Beach County School District.
5. Students at Riviera Beach Maritime Academy will display that they have had a years worth of instruction by displaying appropriate behavior at the school which results in a minimum of student referrals and suspensions from school.
6. Students at the Riviera Beach Maritime Academy required to take the FCAT will display that they have acquired a years worth of instruction by demonstrating proficiency or passing the test.
7. Students at the Riviera Beach Maritime Academy taking the intensive reading program can show that they have acquired a years worth of instruction by the test scores they receive on the reading pre and post test.
8. Seniors graduating from the Riviera Beach Maritime Academy can display that they have acquired a years worth of instruction by the percentage of graduates who gain employment in the marine trades or continue on with their post secondary education.
9. Tenth grade students at the Riviera Beach Maritime Academy can display that they have acquired a years worth of instruction in the career exploration program by declaring their career program for the eleventh grade.

4.0E Development measurable objectives based on areas tested and reported in the FCATS. (Page12)

1. Students at the Riviera Beach Maritime Academy will take the standardized tests as required by the state of Florida and the Palm Beach County School District.

Their scores will be at least equal to or better than comparable students in the high school.

All students at the Riviera Beach Maritime Academy will take the Palm Beach County School Districts required tests that are given to high school students. These tests include the academic tests that are given in all core academic areas during the mid year and at the end of the school year.

2. All students at the Riviera Beach Maritime Academy will be required to take the FCAT test and pass them as part of their high school graduation requirements. Students taking the FCATS at Riviera Beach Maritime Academy will have a higher pass rate than comparable students in the high school on their first attempt.

Students at Riviera Beach Maritime Academy will take the required FCAT. For those students who have not passed the FCAT, a remedial program will be implemented in order that they pass the FCAT on their second attempt. Instructors will work with students in a small group setting working on passing the FCATS. The Riviera Beach Maritime Academy will also use a computer, FCAT Explorer to support any remediation necessary for the student to pass the FCAT. The Riviera Beach Maritime Academy believes that all students will pass the FCAT by the second test, because of its integrated approach to the academics.

3. Students at the Riviera Beach Maritime Academy will be tested in their core academic subjects based on Florida Sunshine Standards in each core academic subject area. Students attending Riviera Beach Maritime Academy will have a ninety eight percent (98%) pass rate in their core academic subjects at the end of the school year.

Students attending the Riviera Beach Maritime Academy will be tested and graded in the core academic subjects. Teachers will test their students each semester and post grades on a report card during each quarter of the school year. In addition, at the close of the school year, each teacher will give students a final exam which will indicate their overall student achievement for the school year. All semester and final examination tests will be based on Florida Sunshine Standards and student expectations for the academic subject and grade level. The test scores that the students received will provide an indicator of student performance in a particular academic subject. Grades on the report card will also provide a picture of the student's progress in each academic area. These grades will also reflect the testing that each core academic teacher is giving to their students. In addition, students will be tested using a standardized test in the core academic area to determine student progress.

4. Students at the Riviera Beach Maritime Academy will through standardized testing will show that they have increased their level of reading ability. Students at the Riviera Beach Academy will be pre tested using standardized test in their reading level at the beginning of the school year. At the end of the school year it is anticipated that for those students below grade level that they will have increased their reading by at least one grade level in a post test given at the end of the school year.

5. Students at the Riviera Beach Maritime Academy will be performance tested in the maritime trades based on acceptable industry standards. Ninety Percent (90 %) of the students taking the hands on performance test will achieve a passing score.

Students at the Riviera Beach Maritime Academy will be performance tested at the end of the school year. Performance tests will be developed during the school year in conjunction with the Marine Trades Association and will be based on the schools maritime curriculum and marine trades industry standards. The test given to the students will display the skills the students learned through out the school year. Students will be required to complete hands on performance tasks in the maritime trades and will be graded based on their ability to complete the task within the time frame allocated. The test will be administered and scored by marine industry trades personnel. It is expected that ninety percent of the students taking the performance test will pass. Results of the test will be placed in the students file. The test results will be made available to the Palm Beach County School District.

6. Eighty five percent (85 %) of the students graduating from Riviera Beach Maritime Academy will have developed entry level skills for employment in the maritime trades or continue on with a post secondary education.

During the school year high school seniors at the Riviera Beach Maritime Academy will meet with a guidance counselor to complete a senior plans questionnaire which will provide intentions on what the student plans to do after graduation. Records of the senior plans questionnaire and exit conferences held by the counselor will be kept on file at the school for a follow up after graduation. In addition any student requesting job placement services or help in applying to a post secondary school will be provided help by the counselor and those records will be kept on file for further use in determining if this objective has been met. Finally a survey of graduates will be conducted within a year of graduation to find out exactly what they are doing. This survey will provide additional information in determining if this objective has been met. A positive indicator that will be used to determine the success of the program will be that at least seventy percent of the graduates are employed in the maritime industries or continuing their education after high school graduation. Results of this survey will be made available to the Palm Beach County School District. For a senior at the school who has been in the program for only one year, the Riviera Beach Maritime Academy will provide the student with the opportunity to return as a post secondary student for one year at no tuition cost to develop additional entry level skills in the maritime trades.

5.0B Instructional methods and strategies shall include: (Page 12)

Students will be instructed in their core academic subjects at the school. However, their academic instruction will be presented in an intergraded format. Under this format students will be able to relate their academic classes to the real world and the

maritime trades. The core academic instruction will follow the Florida Sunshine Standards and will also be presented with this intergraded approach. The instruction that a student receives in the classroom will directly relate to the instruction they receive in the shop. Student outcomes in the shop environment can and will be directly connected to the core academics. Students will be able to see a direct correlation between their academic subjects, math, english, history, science and the maritime industries program they are taking. This intergraded approach to learning allows the student to see relevance between the academics and real world situations when they complete their high school program.

Students at the Riviera Beach Maritime Academy will also have the opportunity to diagnose and repair real problems with boats. Once a student has developed skills and proficiencies they will, under the direct supervision of the instructor be able to work on boats that have real problems. Student can and will gain a great amount of satisfaction knowing that they worked on a real problem and was able to repair it. By using this instructional format students are able to gain self confidence and self esteem knowing that they were able to solve and fix a problem. In addition this process also allows students to develop problem solving skills which are extremely important when they leave school and enter into the world of work. Once a student learns problem solving skills, those skills can be applied to anything in life.

All students at the Riviera Beach Maritime Academy will be performance tested at the end of the school year. What makes this test unique is that the students will be tested by the marine trades industries. During the first year of operation the school will meet with marine trades industry businesses. The school in conjunction with industries will develop a test that will be given to the students at the end of the school year. The school will invite the marine trade technicians to the school and act as judges when the students are being tested. This will provide the students with an opportunity to show their skills and also allow the marine trades industry to see the talents the students at Riviera Beach Maritime Academy have developed.

A final instructional method that will be utilized at the Riviera Beach Maritime Academy is the use of internships with private industry. All seniors will be provided the opportunity to participate in an internship program, if they choose. These internships will be school sponsored and supervised. Students placed on these internships will get first hand on the job experiences. Students will be exposed to the workplace environment where they will see what is required and expected of them on the job. Students will work under the guidance and direction of a maritime trades business and supervised by the school. Students will be required to perform designated tasks that will lead to the completion of work orders. This instructional tool will further develop students problem solving skills and give students additional opportunities to work as part a team and not as an individual.

5.0E The Charter School shall designate in writing one individual to be chief school administrator on site and responsible for operations and management of the Charter School whenever students are present. Ronald Schoka, Ed.D.

In the event the chief administrator is off campus a certified/qualified person should be in charge. Insert name of designee. To be determined when staff hired (Page 12)

7.0A How the baseline student academic achievement levels and prior rates of academic progress will be established (Page 13)

For students applying to the Riviera Beach Maritime Academy part of the application process will include the student records, which include academic grades, standardized test scores from both state and county required tests, attendance records and behavior records, if any from the student's previous school. These records will contain a wealth of information that will help us establish a baseline on the student. In conjunction with a review of the student records, the school will also conduct additional testing to re-enforce the planning and evaluation of the student.

All students entering the Riviera Beach Maritime Academy will follow all state and county test requirements. In addition to standardized tests required by the state and county, Riviera Beach Maritime Academy will administer its' own set of tests. Students entering the school will be tested at the beginning of the school year using the following tests.

1. Gates MacGinitie Reading test

2. Industrial Reading Test

3. Differential Aptitude Tests (various Sections)

a. Numerical Reasoning

This sub section of the test measures the ability to perform mathematical reasoning tasks. It is important for success in classes such as Mathematics and Science.

b. Abstract Reasoning

This sub section of the test measures the ability to see the relationships among things rather than among words or numbers. It is important in such occupational fields as drafting, mathematics and computer programming.

c. Perceptual Speed and Accuracy

This sub section of the test measures the ability to compare and mark written lists quickly and correctly. It is important for success in jobs requiring careful record keeping and in jobs requiring technical and scientific data.

d. Mechanical Reasoning

This sub section of the test measures the ability to understand basic mechanical principles as it relates to machines, tools, and motion. It is important in such occupational fields as carpentry, engineering, and machine operations.

e. Space Relations

This sub section of the test measures the ability to visualize the shape and position of objects when shown only pictures or patterns. It is important in such fields as carpentry, engineering automobile design and art.

f. Spelling

This sub section of the test measures the ability to spell common English words. It is important for success in academic courses, as well as in many occupational fields including business, law journalism, and education.

g. Language Usage

This sub section of the test measures the ability to detect errors in grammar, punctuation and capitalization. It is important for success in school, as well as in such occupational fields as journalism, business and law.

4. Student Styles Questionnaire

These tests will be given to all students entering the Riviera Beach Maritime Academy. These test results along with the test results that are in the student's records will provide a good baseline to track the student's progress. Toward the end of the school year, students will once again be tested to determine the progress they have made.

7.0B How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the charter school. (Page 13)

When students enter the Riviera Beach Maritime Academy, a complete review of the students' records will be conducted. This will be one means to provide a baseline of the student's educational strengths and weaknesses. After the student has completed the testing an educational program can be developed for the student to focus on the strength and not the weaknesses. It important that an educational program be developed and implemented that meets the identified educational strengths of the student and not the weaknesses. Once a student has entered the program, the student's educational strengths/weaknesses will be measured by the grades received in both academics and shop. These grades will reflect to what extent the student is meeting the expected standards. These grades will be determined by paper/pencil test, oral presentations,

written reports and term and research papers. The grading process will be ongoing through out the school year which will allow the school to monitor the student's progress in meeting the educational goals and performance standards expected. Students at the Riviera Beach Maritime Academy will also take the district wide core academic tests that are given through out the school year. This will be another means to determine if the students are meeting the required standards. Students in their shop program can expect the same grading procedures as in their core academic subjects. In addition, students will be performance tested in the shop. In the shop, the instructor at the beginning of the school year will establish the students educational and hands on strengths/weaknesses as it relates to the maritime trades. Throughout the school year students will be instructed and given tasks to perform in the maritime trades. The students will then be performance tested on these tasks. The shop instructor will grade the students based on their strengths and the extent to which the student is able to complete the task being tested. Not all students will test at the same level, but students will be expected to perform at least to the minimum level of expected performance. Performance testing of students will be ongoing throughout the school year with grades determined for each performance test.

7.0C To the extent possible, how these rates of progress will be evaluated and compared... (Page 13)

Based on student performance in both the core academics and shop program at the Riviera Beach Maritime Academy their educational progress can be compared to similar student populations by taking each comparable group and comparing their academic progress to similar groups in the Palm Beach County School District that are in a standard program. A typical comparison will be to look at the grades each group has attained. It is our belief that students at Riviera Beach Maritime Academy will achieve higher grades in the core academics then a similar population at the County School District. Another method of comparing student progress will be to review the student FCAT scores. It is also are belief that students attending the Riviera Beach Maritime Academy will have a higher rate of passing the FCAT then similar populations attending the County School. In addition to comparing grades students at the Riviera Beach Maritime Academy will have a higher attendance rate and a minimum number of student behavior referrals than the comparable group not attending the Riviera Beach Maritime Academy. This can very easily be confirmed by reviewing student attendance records and student referrals form similar populations at the Palm Beach County School District. In the final analysis students at the Riviera Beach Maritime Academy will out perform similar student populations who are attending school at the Palm Beach County School District.

Students at the Riviera Beach Maritime Academy will be provided a report card indicating the grades for each of the courses they are taking. Report cards will be issued through a four marking schedule for the school year. Along with student grades for each marking period the report card will also provide information on the student's attendance and behavior in order to provide a complete picture on the student. Staff will provide notices to parents during the marking period in the case where the student is at risk of

failing a subject. This notice will contain such information as the student's strengths, areas in need of improvement, attendance and suggestions to increase the grade to an acceptable or passing level. This notice may also include a request for a parent/student conference.

Students will be graded in all academic courses as well as in their career program. Grades will be based on student performance and expected levels of achievement based on Florida education Standards.

The following measures will be used in determining grades, but may not be limited to these:

1. Teacher observation of the student which include oral presentations, class participation, impromptu speaking and demonstrations.
2. Classroom assignments, which include written assignments, reports, term and research papers, projects, posters and homework.
3. Examinations which include paper pencil tests, oral tests and test that require demonstration.
4. Portfolio and shop performance tests

All teachers will provide a sufficient number of grades during the marking period to justify the grade entered on the report card.

The Riviera Beach Maritime Academy will follow the following grading system as identified in Florida statues 1003.436.

Grade of A: Outstanding Progress (100 - 90)

Indicates a thorough mastery of the subject as reflected in daily work, reports, tests and examinations.

Grade of B: Above Average Progress (89-80)

Indicates above average achievement in daily work, reports, tests and examinations.

Grade of C: Average Progress (79-70)

Indicates average achievement in daily work, reports, test and Examinations.

Grade of D: Lowest Acceptable Progress (69-60)

Indicates below average work in a majority of assigned areas.

Grade of F: Failure (below 60)

Indicates unsatisfactory or failing work in a majority of assigned areas.

Grade of I: Incomplete

Indicates that for one reason or another the student failed to complete all required work.

11.0A Describe how your Charter School plans to involve parents. Plan must include the use of District parent survey. (Page 14)

The Riviera Beach Maritime Academy believes it is important that parents be involved with the school. It is also the position of the school that education is a partnership between the school, student and parent. Parents will be involved with their child's education from the time they apply to Riviera Beach Academy until they complete their education or leave the school. Parents will be required to participate in a student interview during the application process. In addition parents will be provided the opportunity to attend back to school evening programs and open houses, where they will have a chance to meet with and speak to teachers at the school and discuss their child's progress. Parents will also be encouraged to visit the school when it is in session to observe the educational process. The Riviera Beach Maritime Academy will also survey parents in the beginning of the school year in order to determine their expectations of the school. The results of this survey will be presented to the Board of Directors once the survey results are completed. At the end of the school year parents will once again be surveyed to determine if the school has met their expectations and if they have any suggestions or recommendations to improve the school and quality of education. Once again when the results of the survey are completed they will be presented to the Board of Directors at their next scheduled meeting. The results of the surveys will also be shared with the Palm Beach County School District. The school in setting up its Board of Directors is looking to attract a member from the community and parent to participate in the governance of the school. The school will reach out to the community and look for a parent willing to fill the seat. In addition the school will look to the parents of students at the school to organize a parent group. Parent groups can play an important roll in the educational process. This parent group will work with and through the schools Chief Operating Officer/Administrative Principal or a designee on improving the quality of the school and educational process. Riviera Beach Maritime Academy will look to the parent organization to assist in organizing and hosting school events, fundraising, chaperoning field trips and numerous other activities as well as becoming an active component of their child's educational career.

12.0A Describe in detail the criteria for admissions (Page 15)

1. Riviera Beach Maritime Academy will serve those students, grade 9 through 12, whose parents or legal guardian (s) are residents of Palm Beach County, Florida or other districts with whom inter-district agreements exist with the Charter School Sponsor.
2. Riviera Beach Maritime Academy will enroll an eligible student who submits a timely application, unless the number of applications exceed the capacity of the program, class or grade level. In such case, all eligible applicants shall have an equal chance of being admitted through a random selection process after those eligible students entitled to preference under Florida Law are admitted.
3. The Riviera Beach Maritime Academy shall be non-sectarian and non-discriminatory in its admissions policy and will act in full compliance with all State and Federal legal requirements.
4. Any student grade 9 through 12 may be recommended for admissions to Riviera Beach Maritime Academy by the home school teacher, guidance counselor, principal, parent and/or occupational specialist.
5. All students must complete and submit a timely application.
6. All students applying to Riviera Beach Maritime Academy must have a strong interest in the maritime trades.
7. All students must have a favorable recommendation from three of their academic teachers.
8. All students must show acceptable grades in their academic subjects.
9. All students must show acceptable conduct/behavior in school.
10. For any student not meeting the admissions requirements a waiver may be requested. The request for waiver will be reviewed by the chief school officer and appropriate staff to make a decision on whether or not the student will be accepted into the school. No waiver will be granted to a student with a prolonged record of aggressive misconduct or behavior deemed to be disruptive to the education and safety to other students.

12.0D Dates of enrollment period both start and finish (Page15)

The Riviera Beach Maritime Academy proposes to have an open enrollment policy were students can apply at various time during the school year. These periods for open enrollment will take place at the beginning of each marking period unless otherwise dedicated by special circumstances. For general enrollment purposes enrollment for the following school year will begin September 1, 2006 and end on February 28, 2007.

13.0B Describe enrollment procedures (Page 15)

The admissions and registration process at the Riviera Beach Maritime Academy will be ongoing throughout the school year as long as space is available. However, the primary focus for admission to the school will be to complete admission process prior to the opening of the school year. High School students, grades 9 through 12, interested in a career in the maritime trades throughout Palm Beach County are eligible to apply for admissions. Applications for the school will be made available through the middle school and high school guidance departments or at the Riviera Beach Maritime Academy. Students wishing to apply to the school should first meet with their high school guidance counselor. After completing the application and signed by the parent the student will return the application to the guidance counselor, who will in turn send the application along with the student's school records and teacher recommendation forms to Riviera Beach Maritime Academy. Once the application has been received, it will be reviewed by the school's staff. After a review of the student's records and teacher recommendation forms a student/parent conference will be conducted. At this conference the parent and student will be invited to look at the school and review the programs offered. This student/parent conference will also provide the school an opportunity to meet the student and determine how serious the student is in starting or exploring a career in the maritime trades. In addition, a potential schedule will be developed outlining the courses needed to meet high school graduation requirements. Other items to be discussed include student expectations, parental involvement, and student code of conduct. Upon completion of this scheduled conference notification of acceptance to the school will be forwarded to the students resident school guidance counselor. A start date to the Riviera Beach Maritime Academy will be determined jointly by Riviera Beach Maritime Academy and the students resident high school. For students applying for admissions during the school year, the admissions process will be conducted in a timely fashion so as to minimize any loss of school time. Once a student has been accepted into the school the student, parent and school will enter into a contract that everyone is in agreement as to what is the condition of placement and what is expected of the student. Should an applicant not be accepted or decide not to attend, all records sent to Riviera Beach Maritime Academy school will be returned to the student's resident school.

13.0J7 Describe in detail how ESE services will be delivered.....(Page17) Attach as Exhibit O

The primary focus of the Riviera Beach Maritime Academy is to prepare young people for careers in the maritime trades. Exceptional education students, 504 students, like their counter parts and can develop entry level skills in the maritime industry. Every student, including the exceptional education student can rise to meet their maximum potential. A key factor, either regular or exceptional, is the student's motivation to learn the skills necessary and the ability to apply those skills in the workplace environment.

An exceptional education student, 504 students, can apply for entrance into the Riviera Beach Maritime Academy just as any other student. The exceptional education student's application will be treated as any other applicant applying to the school. History has shown that handicaps or disabilities can be overcome if the individual is motivated to reach a goal. In fact, an exceptional student although lacking academic skills, can and does excel in many cases when it comes to hands-on performance. In fact, history has shown that in many cases the exceptional student is more reliable, dependable and more committed to completing an assignment or task than the so called regular student.

The education of exceptional students is governed by federal and state law, more specifically the Individuals with Disabilities Education Act (IDEA) and American with Disabilities Act (ADA). The Riviera Beach Maritime Academy has every intention of providing exceptional education students with an education to meet their individual educational needs and comply with the law. Riviera Beach Maritime Academy will, at its own expense insure compliance with all due process requirements. Riviera Beach Maritime Academy will fund all educational and related services provided to the student as listed in the student's IEP. In addition, Riviera Beach Maritime Academy will take on the expense of any appropriate evaluations or re-evaluations for eligibility as an exceptional education student. In addition, Riviera Beach Maritime Academy will conduct the annual IEP meeting and make any appropriate adjustments needed. In all cases parents will be involved in the process and be given proper notification. Additionally Riviera Beach Maritime Academy will employ certified staff to work with students who need related services such as speech or language. These services will be provided on an as needed basis through contracted services.

Exceptional education students, including 504 students, applying to the school will come with their cumulative records, which will include any and all disciplinary records as well as an individualized education plan. The Riviera Beach Maritime Academy will adhere to the student's individualized educational plan or 504 plan and provide any support services required in the plan once the student is accepted into the school. However, the student's individualized education plan addresses primarily the student's academic and behavioral needs for education; it does not include any documented and realistic vocational or career plans other than what the student may wish to do after high school graduation. The exceptional student's individualized education plan does not address specifically the student's vocational and career goals after high school. The exceptional education student does not have a high school transition plan which expresses the student's area of interest. However, those interests may or may not be realistic. These issues will be addressed by the staff at Riviera Beach Maritime Academy. Exceptional education students as well as non-Exceptional Students will go through a series of vocational assessment tests at the Riviera Beach Maritime Academy prior to acceptance, which will provide some guidelines in determining if the student is appropriate for the school. Any modifications to the testing needed for the exceptional education student or 504 student will be made as appropriate.

Based on the results of these tests it is anticipated that a decision can be rendered as to whether or not the student is appropriate for the school. If it is determined that

placement is appropriate the student will be accepted into the school. If a decision is rendered that the student's placement is inappropriate the school will request a meeting with the parent and the School District of Palm Beach County.

15.0A Describe how you plan to recruit students (Page18)

Upon receiving approval to operate the school an aggressive marketing and recruiting plan will be implemented. The first order of business will be to prepare brochures and a web site that will clearly show the school's purpose and mission. Brochures will also be printed to meet the diverse language population of Palm Beach County. With that in order school representatives will seek out organizations in the community, which include community groups, youth organization and business organizations where representatives of the school can get on their meeting agenda to talk about the school. In addition, it is anticipated that the school will work closely with marine trade's organizations and businesses throughout Palm Beach County to promote the school. To further make the community aware of the school, we will routinely develop news clips or press releases for the major, local and trade papers. In addition the Riviera Beach Maritime Academy intends to advertise the school by using the media, which includes the major and local newspaper, radio and local cable stations. If Palm Beach County School District has its' own cable station, we would look at the potential to place a notice on their station promoting the school.

In conjunction with making the community aware of the school, efforts will also be underway to make students aware of the school and its program. The Riviera Beach Maritime Academy will make a request to the Palm Beach County School District to present its program at one of the districts principals meetings. Once this is completed a request will be made to each principal to visit the school. Once we are given permission to come to the middle schools and high school a request will be made first to meet with middle school and high school guidance counselors to inform them of the school and its mission and also request support in recruiting students to the school. We will request to the schools to have an assembly so that interested students can see first hand what the school has to offer. Students will also have the opportunity to meet individually with a representative from the school to discuss careers in the maritime trades and admissions to the school. For schools that have internal cable for school announcements we will request that announcements be made periodically advertising the school. The Riviera Beach Maritime Academy will also request to have notices sent home with the students informing parents of the school.

A final marketing and recruiting tool to be used by Riviera Beach Maritime Academy will be to host open houses at the school at various times during the year. These open houses will be arranged at a time so that interest students and parents can attend. Community and business members will also be invited. The intent of these open houses will not only be to attract potential students, but also inform the community of the school. Notices of these open houses will be published in every media venue available in Palm Beach County.

27.0 The charter school public or private (Page 35)

The charter School will be public.

27.0F The charter school shall designate in writing one individual to be the chief administrator on site and responsible for the operations and management of the charter school whenever students are present. Ronald Schoka, Ed.D.

In the event the chief administrator is off campus as certified/qualified person should be designated. To be determined upon hiring staff. (Page36)

30.0A Insert dates (Page 37)

Referred to attorney for guidance

30.0J Insert names of Board members (Page 39)

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|-------------------------------|--------------|--------------------------------------|
| 1. Gerard Straub Sr. | Chair person | Viking Yacht Company |
| 2. Michael Donahue | | Viking Yacht Company |
| 3. Ethel Isaacs Williams Esq. | | Attorney |
| 4. Andrew Davala | | Viking Yacht Company |
| 5. Tim Oenbrink | | Palm Beach Marine Trades Association |
| 6. Mike Erickson | | Palm Beach Marine Trades Association |
| 7. Drew Mc Dowell | | Palm Beach Towers |
| 8. Dr. Mary Dupont | | Community Representative |
| 9. Parent to be named | | Parent |