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MEMORANDUM

TO: State Board of Education

FROM: Commissioner Manny Diaz

RE: Escambia County School District, Warrington Middle School TOP

DATE: May 5, 2023

Based upon the following memorandum, I find there is probable cause that the Escambia County School District (the district) is not in compliance with Florida law and State Board of Education rule for failing to timely execute a contract with the charter school operator that it chose to partner with as part of its State Board of Education approved Turnaround Option Plan for Warrington Middle School. The district was specifically required to submit to the Department “an executed contract with the charter operator no later than May 1, prior to the implementation of the Turnaround Option Plan.” Fla. Admin. Code R. 6A-1.099811(10)(c).

In May 2022, the State Board of Education approved a Charter School Turnaround Option Plan for Warrington Middle School. *See* Fla. Admin. Code R. 6A-1.099811(6)(b)3. As part of that plan, the district was to work with Charter Schools USA to transition Warrington Middle School from a district-run public school to a public charter school for the 2023-2024 school year. As stated above, rule 6A-1.099811(10)(c) requires the district to submit to the Department “an executed contract with the charter operator no later than May 1, prior to the implementation of the Turnaround Option Plan.” The district’s superintendent and school board chair informed the State Board of Education at its April 19, 2023 meeting that a contract between the district and charter school operator selected by the district had yet to be executed. It should be noted that the district selected the charter school turnaround option for Warrington Middle School in 2019, after it failed for years under at least two other turnaround options—district-managed and external-operator—to improve Warrington’s school grade to a “C” or better.

On April 27, 2023, the Department’s general counsel sent the district superintendent a letter informing him that the district’s failure to execute a contract with the charter school operator before May 2 would subject the district to the enforcement mechanisms provided in section 1008.32, Florida Statutes. *See* Fla. Admin. Code R. 6A-1.099811(17). The letter directed the district to provide an executed contract to the Department before 10:00 a.m. on May 2. The district did not provide an executed contract. Instead, shortly after 6:00 pm on May 1, the

district's superintendent, Dr. Timothy Smith, provided the Department's general counsel a contract and lease signed by the district but not by the charter school operator. Accordingly, the district has failed to comply with Rule 6A-1.099811(10)(c).

The State Board of Education's enforcement authority is found in section 1008.32. The statute provides that "[t]he State Board of Education shall oversee the performance of . . . district school boards . . . in enforcement of all laws and rules." § 1008.32. In enforcing State Board of Education rules, section 1008.32(2)(a) first requires that I report my determination of probable cause to the State Board of Education.

Considering the above, I recommend that the State Board of Education at a special meeting or at its regularly scheduled meeting consider my finding of probable cause and order the district to document compliance with the law by submitting an executed contract.

Exhibit A

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this _____ day of _____, 2023 by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA** ("Lessor" or "Owner"), and **RENAISSANCE CHARTER SCHOOL, INC. a Florida not for profit corporation** ("Lessee"). Collectively, Lessor and Lessee shall be referred to as the "Parties," with each individually a "Party."

WHEREAS, Lessor is the owner of school property located at **450 South Old Corry Field Road, Pensacola, Escambia County, Florida** (the "Leased Premises"), upon which a middle school is located; and

WHEREAS, Lessor and Lessee wish to enter into this Lease Agreement whereby Lessee leases the Leased Premises from Lessor under the terms and conditions set forth herein.

REMOVE PORTABLES

NOW, THEREFORE, the Parties agree as follows:

1. **TERM:** The term of this Lease shall commence on July 1, 2023 ("Rent Commencement Date") for a term of thirty (30) years, and shall end on June 30, 2053.
2. **REMOVAL OF PORTABLES.** Prior to the Commencement Date of this Lease, Lessor shall remove all existing portable classrooms/structures from the Leased Premises.
3. **CONVEYANCE OF EXISTING FURNITURE, FIXTURES AND EQUIPMENT.** Upon the Commencement Date of this Lease, Lessor shall convey to Lessee all existing furniture, fixtures and equipment ("FF&E") which then exist on the Leased Premises, provided however that said FF&E will revert back to Lessor upon the expiration or termination of this Lease. Provisions related to inventory and auditing of FF&E are set forth in the Performance Based Agreement between the parties executed simultaneously with this lease.
4. **RENT:** Lessee shall pay to Lessor an annual Rent in the amount of **One Dollar (\$1.00 per year) per year** for the term of this Lease, payable annually on anniversary of the Rent Commencement Date.
5. **USE:** The Premises are to be used for the operation of educational facilities and for no other purpose, without prior written consent of Lessor.
6. **SUBLETTING:** Lessee will have the right to sublet any portion of the Leased Premises upon written notice to and consent of Lessor. Such consent shall not be unreasonably withheld.
7. **ADDITIONAL IMPROVEMENTS.** The parties acknowledge that during the Term of the Lease, the Lessee may develop, construct and operate additional facilities and improvements on the Leased Premises (the "Improvements") for the express purpose of operating the school and school related business on the Leased Premises pursuant to the Performance Based

Agreement. If Lessee elects to construct Improvements, Lessee shall control and manage the construction process. All such development and construction must be coordinated with and approved in writing by the Lessor.

The parties acknowledge that Lessee may expend considerable funds for said Improvements. The Lessor will collaborate with Lessee to identify sources of funding from both public sources and private donation for public purpose. If Lessee elects to privately finance development and construction for Additional Improvements, any arrangement entered into to borrow or otherwise secure funds from a source other than the State of Florida or Lessor shall indemnify the State of Florida and Lessor from any and all liability, including, but not limited to, financial responsibility for the payment of the principal or interest. Any loans, bonds, or other financial agreements are not obligations of the State of Florida or Lessor but are obligations of the Lessee and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the State of Florida or the sponsor shall not be pledged and no debts shall be payable out of any moneys of the Lessor or any other entity except those of the legal entity in possession of a valid charter approved by a sponsor pursuant to this section and in accordance with section 1002.33, F.S.

Pursuant to Florida law, Lessee and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Lessee, shall have no power or authority to create any lien or permit any lien to attach to the Premises, reversion or other estate or interest of Lessor in the Premises. There shall be no leasehold mortgage placed upon the Premises. If any such lien shall at any time be filed and/or recorded against the Premises, Lessee shall immediately notify the Lessor in writing, cause the same to be canceled and discharged of record within twenty (20) days from the date Lessee becomes aware of the same, by bond or otherwise, and shall also defend on behalf of the Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens or orders and Lessee shall pay any damage, including attorney's fees, and satisfactorily discharge any judgment entered thereon, and indemnify and hold Lessor harmless from any claim, attorneys' fees or damages therefrom. If Lessee shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Lessor resulting from Lessee's default, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, and Lessee shall be liable to Lessor, as additional rent, for all amounts expended in removing and defending against such and that amount owed to Lessor shall bear interest at the maximum interest rate permitted by law until paid. THE LESSOR'S INTEREST IN THE PROPERTY SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE LESSEE. This provision shall survive the expiration or earlier termination of this Lease.

8. LESSOR'S COOPERATION. In the event Lessor consents to the construction of the Improvements as contemplated in paragraph 7 above, Lessor agrees to extend its full cooperation in facilitating the required paperwork, including building permit applications, site plan applications, and the like, provided that the Lessee shall pay Lessor the costs of providing such cooperation, including application fees and reimbursement of salaries for Lessor's employees commensurate with the percentage of such Employee's time required under this Section.

AS PROVIDED IN SECTION 3 HEREOF, ALL FF&E AND ALL IMPROVEMENTS WILL REVERT BACK TO LESSOR UPON THE EXPIRATION OR TERMINATION OF THIS LEASE AT NO COST TO THE LESSOR AND BE FREE AND CLEAR OF ANY LIENS THAT THE LESSEE MAY HAVE PLACED THEREON IN ACCORDANCE HEREWITH.

9. **MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the Premises are in good order and repair. Lessee shall, at its own expense, maintain the Premises in a good and safe condition, including general maintenance of the facility. However, Lessor shall be responsible for larger capital item repairs such as roof systems maintenance; major HVAC systems (Boilers, Chillers, etc.) maintenance; fire alarm and life safety systems maintenance; and major plumbing and electrical systems maintenance and items as further set forth on the attached Exhibit "A". These maintenance provisions only apply to those buildings and/or improvements existing as of the execution of this agreement and owned by the Owner/Lessor. All maintenance and repair will be the obligation of Lessee for any facilities and/or improvements constructed by Lessee or constructed at the Lessee's direction.

The Premises will be surrendered, at termination or expiration of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all maintenance and repairs required during the Term. Lessee shall immediately repair, at Lessee's sole cost and expense, all damage to the Premises resulting from the acts or omissions of Lessee or anyone acting by, through, or under Lessee (each a "Lessee Party" and, collectively, "Lessee Parties"). Lessee will not be in default in the performance of its obligations under this section unless Lessee fails to perform such obligation within thirty (30) days after the receipt of written notice from Lessor specifying in detail Lessee's failure to perform; *provided however*, that if the nature of Lessee's repair, maintenance or alteration obligation is such that more than thirty (30) days are required for performance, then Lessee will not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon any default by Lessee under this section, Lessor may exercise any of its rights provided at law or in equity. Nothing herein is intended to serve as a waiver of sovereign immunity by the Lessor nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Lease or any other contract. Lessor is subject to section 768.28, Florida Statutes, as may be amended from time to time. This section shall survive the expiration or termination of this Lease.

10. **INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises, except as expressly provided in this Lease. Lessee agrees to indemnify, defend, and hold Lessor harmless from any claims, damages, loss, cost, and/or expense arising out of the use of, or presence upon, the Premises of Lessee or any agent, employee, invitee, guest of Lessee or sublessee, including, without limitation, all costs, expenses, and attorney fees for any claims or proceedings brought against Lessor, whether in law or in equity, related to this Lease, except for any claims, damages, loss, costs and/or expenses arising out of or from Lessor's gross negligence or willful misconduct.

11. **LESSEE'S INSURANCE:** The Lessee shall provide and require all of its subcontractors (if any) to provide and maintain in force, at all times during the term of this Lease, such insurance including, General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Umbrella/Excess Liability, Plate Glass, and Employer's Liability Insurance, as stated below or as reasonably required by Lessor from time to time. The minimum limits of liability applying exclusively to the Premises, exclusive of any amounts provided by an umbrella excess policy, shall be One Million Dollars (\$1,000,000) per occurrence.

- All policies of insurance required of Lessee hereunder shall (a) be primary coverage without right of contribution by any similar insurance that may be maintained by the Lessor, (b) be issued by companies authorized to do business in the State of Florida and reasonably acceptable to Lessor, (c) name Lessor as additional insured, shall contain waivers of subrogation against Lessor, (d) shall contain waivers of subrogation against Lessor; (e) contain an endorsement prohibiting termination or modification without thirty (30) days' advance written notice to Lessor, and (f) upon request of Lessor, cause Lessor's mortgagee to be added as an additional insured to the same extent as Lessor.
- In the event Lessee shall fail to procure insurance required under this Section and fail to maintain the same in full force and effect continuously during the term of this Lease, Lessor shall be entitled to procure the same from a third party vendor, and Lessee shall immediately reimburse Lessor, as additional rent, for such premium expense plus 10% to cover Lessor's administrative costs of procuring such insurance.
- Lessee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Policies of insurance, acceptable to the Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to the Lessor prior to Closing under the PSA and ten (10) days following each renewal date.

12. **UTILITIES:** Lessee agrees that it will be responsible for the payment of all utilities, including, without limitation, water, gas, electricity, heat, internet, cable, wireless networking, and other services delivered to the Premises.

13. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the Premises at any time during the term of this Lease. If Lessee does abandon or vacate the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the Premises will be deemed to be abandoned, at the option of Lessor. Lessee will be deemed to have abandoned the Premises if Lessee ceases to conduct normal business operations for a period of 30 consecutive days, expressly excluding events of force majeure (defined below), school breaks and holidays, including, without limitation, summer break, winter break, and spring break, and any other events beyond Lessee's control.

14. **CONDEMNATION:** If any part of the Premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent, including all other costs and expenses contemplated herein, for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor, except that, without derogating the rights of Lessor under this Section 11, Lessee will be entitled to retain any amount awarded to it for trade fixtures or moving expenses.

15. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the Premises during the term from any cause (excluding any act or omission of Lessee or a Lessee Party, which shall be Lessee's responsibility to repair), Lessor will promptly repair the Premises, provided that such repairs can be reasonably made **within sixty (60) days**, and further provided that the Lessor receives adequate insurance proceeds to complete the repairs. "Partial destruction" means the damage or destruction of at least thirty-three and one-third percent (33 and 1/3%) of the Premises, as determined by Lessor in Lessor's reasonable discretion. Such partial destruction will not terminate this Lease. If the repairs cannot be made **within sixty (60) days**, and/or the damages exceed a "partial destruction," this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**. In the event Lessee or a Lessee party causes destruction of the Premises, wholly or partially, Lessee shall be responsible for repair, restoring, and rebuilding the Premises in a good faith and commercially diligent manner; this sentence shall survive the termination or expiration of this Lease. Lessor is under no obligation to insure or repair facilities or Improvements constructed by Lessee.

16. **HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the Premises, except the use and storage of such substances that are customarily used in Lessee's business and are used in compliance with all laws, rules, and regulations. Hazardous substances means any hazardous waste, substances or toxic materials regulated under any environmental laws or regulations applicable to the Premises. Lessee will be responsible for the cost of removal and remediation of any toxic contamination caused by Lessee or a Lessee Party and for the cost to restore the Premises to the extent of any damage to the Premises resulting from such removal and/or remediation; this sentence shall survive the termination or expiration of this Lease.

17. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditor, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

18. **SECURITY:** A security deposit is waived.

19. **ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorneys' fees and costs.

20. **WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

21. **NOTICES:** Any notice which either party may or is required to give, will be given by either certified mail, return receipt requested, electronic mail (email), hand delivery, or by overnight mail, as follows:

As to Lessor: THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
Timothy A. Smith, Superintendent _____
75 North Pace Blvd.
Pensacola, FL 32505 _____

With a Copy to: Ellen Odom, General Counsel
75 North Pace Blvd.
Pensacola, FL 32505

As to Lessee: RENAISSANCE CHARTER SCHOOL, INC.

With a copy to: Levi Williams, Esq.

22. **SURRENDER:** On the last day of the term of this Lease, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Premises, Lessee shall quit and surrender the Premises to Lessor “broom-clean” and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Lessor is required to repair or restore under this Lease, and Lessee shall remove all of the Lessee’s property therefrom except as otherwise expressly provided in this Lease.

23. **PUBLIC RECORDS:** Lessee is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this Lease.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

24. **Defaults and Remedies.** The following shall be events of default on the part of Lessee under the terms of this Lease:

- A. failure to pay rent or additional rent when due;
- B. failure to comply with any law, regulation, policy or order of any lawful governmental authority;
- C. failure to comply with any other Lease provision contained herein;
- D. vacating or abandoning the Leased Premises for any continuous period of thirty (30) days or more.

In the event of default, Lessor shall give written notice of default to Lessee, specifying the nature of the default. Lessee shall have thirty (30) days from the date of notice to cure a default in rent payment and to cure all other defaults. If Lessee fails to cure the default within the specified time, Lessor may terminate this Lease and remove Lessee by summary proceedings or otherwise.

~~If any such default shall have occurred and be continuing, and whether or not Lessor shall have terminated this Lease, Lessor may reenter and take complete and peaceful possession of the Leased Premises and, with or without process of law, remove all persons and all furniture, fixtures, equipment and other personal property located on the Leased Premises and owned or leased from third parties by Lessee, by force or otherwise, without being liable in damages for these actions. In such event, Lessee shall peacefully and quietly yield up and surrender the Leased Premises to Lessor and remain liable to Lessor for all losses and damages sustained by reason of the default, subject to existing subleases.~~

25. MISCELLANEOUS:

- A. This Lease may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Lease.
- B. This Lease constitutes the entire agreement between Lessor and Lessee. The terms and conditions set forth in this Lease supersede any and all previous agreements, promises, negotiations, or representations. Any other agreements, promises, negotiations, or representations not expressly set forth or incorporated into this Lease are of no force and effect. No modification, amendment or alteration of the terms and conditions contained in this Lease shall be effective unless contained in a written document executed with the same formality as this Lease.
- C. This Lease shall be governed and interpreted by the laws of the State of Florida with venue in Escambia County.
- D. Pursuant to Florida Statutes 404.056(5), radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.
- E. With the exception of Lessee's obligation to pay make any payments of rent or other amounts required by the terms of this Lease, in the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lock-out, labor trouble, inability to procure materials or governmental approvals, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemics, epidemics or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required hereunder ("force majeure"), then performance of such act shall be

excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- F. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Lease shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSOR
THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA

LESSEE
RENAISSANCE CHARTER SCHOOL,
INC., a Florida not for profit corporation

By: 
Paul H. Fetsko, Chairman

By: _____

Its: _____

Date: _____

ATTEST:

By: 
Timothy A. Smith, Superintendent

Date: 5/1/2023

EXHIBIT A

MUTUAL MANAGEMENT PLAN FOR THE REASONABLE MAINTENANCE OF THE LEASED PREMISES OWNED BY THE SCHOOL BOARD OF ESCAMBIA COUNTY AND OPERATED BY RENAISSANCE CHARTER SCHOOL, INC.

In an effort to clearly delineate the maintenance responsibilities of both the School Board of Escambia County ("Lessor" or "Owner") and Renaissance Charter School, Inc. ("Lessee") the following mutual maintenance plan is proposed.

Lessor/Owner and Lessee Obligations:

The Florida Fire Prevention Code indicates that compliance with requirements for all Educational Occupancies (both public and private) are applicable to and include all facilities used for gatherings of six or more people for purposes of instruction through the twelfth grade, for four or more hours per day, or more than twelve hours per week.

As provided below, Lessor/Owner and Lessee shall take all necessary action and exercise due diligence in the daily maintenance and configuration of the school so as to fully comply with all requirements of law pertaining to educational facilities. Such requirements include but are not limited to:

- a. **Americans With Disabilities:** Lessor/Owner is responsible for all state civil rights requirements include the federal law, the Americans With Disabilities Act (ADA), which is incorporated by reference in Section 553, Part II, 553.501 through 553.513, Florida Statutes, provided Lessee is responsible for causing any alterations, additions or improvements performed by Lessee to comply with such requirements. The of Community Affairs, Division of Building Codes and Standards, can provide a document with drawings and descriptions of the requirements of the federal and state laws on accessibility. The telephone number is (850) 487-1824.
- b. **Health Department Requirements:** Lessor/Owner is responsible for any local Health Department requirements include minimum standards for occupancy with respect to general health and sanitation such as: standards for food service, drinking water, and sewer/sanitary facilities.
- c. **Fire Safety:** Lessor/Owner is responsible for any inspections or non-routine repairs or replacement for compliance with local fire safety requirements, including fire marshal standards for initial occupancy and standards for annual fire safety inspections for compliance with The Florida Fire Prevention Code. Lessee is responsible for any routine repairs.
- d. **AHERA Compliance:** Lessor/ Owner is responsible for compliance with the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR, Part 763, which requires public and nonprofit private schools (K-12) to have a certified consultant inspect facilities for asbestos, unless the architect of record for a structure will sign a letter certifying that no asbestos was used in the construction of the building. An asbestos management plan must be available in the principal's office of each school. This act also requires periodic inspections by individuals certified to perform that function.
- e. **RCRA Compliance:** Also applicable are the Resource Conservation and Recovery Act (RCRA) 40 CFR Part 240 et. seq. and the Florida Resource Recovery and Management Act, Sections 62-730 and 62-731. Federal and Florida laws authorize the EPA to regulate hazardous waste from generation to disposal. Schools constructed, remodeled, or renovated should review the material safety data sheets (MSDS) for every chemical product used in these and the maintenance activities at each facility to be sure that all unused and waste chemical products are properly labeled. Records

should be kept showing that RCRA requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.

- f. **Hazardous Material Disposal – Fluorescent Light Bulbs:** Chapter 62-737, FAC., regulates the disposal of mercury containing fluorescent light bulbs (tubes) by Lessee.
- g. **Radon Testing:** Lessee shall be responsible for Florida Administrative Code, Section 10D-91.1303 - 1321, which requires radon testing in all schools, both public and private (except some portable units).
- h. **OSHA Compliance:** The Occupational Safety and Health Act (**OSHA**), 29 CFR, Parts 1910 and 1926, and the Florida Right-to-Know Act, Rule Chapter 381-30, FAC., worker protection, includes teachers and others who work in educational facilities and shall be Lessee's responsibility (unless otherwise covered herein or in the Lease).
- i. **Required Facility Inspections:** Lessee will be responsible for providing or hiring companies to perform inspections as required, except as otherwise covered herein. All facilities, including leased facilities, must be inspected annually by a fire marshal or inspection specialist trained and certified at the State Fire College in Ocala. Correction of identified deficiencies is required with responsibility allocated as provided above. Fire sprinklers, fire alarms, fire extinguishers, and other safety equipment require annual operational inspection and testing which is provided by service companies licensed for these inspections as provided above. Other inspections may include: DOH (formerly HRS) to inspect kitchens and related spaces; and the Department of Labor and Employment Security to inspect for OSHA compliance.

School District Obligations:

6A-2.0010 Educational Facilities. State Board of Education requirements adopted pursuant to Chapter 120, Florida Statutes, to implement the State Uniform Building Code for Public Educational Facilities Construction in Chapter 1013, Florida Statutes, are contained in Section 423 of the Florida Building Code and the Department of Education publication State Requirements for Educational Facilities 2007, which is hereby incorporated by reference and made a part of this rule to become effective with the effective date of the amended rule. All educational and ancillary facilities constructed by a school board or community college board shall comply with all State Requirements for Educational Facilities 2007.

Educational Facilities. The State Requirements for Educational Facilities (SREF) is applicable to all public educational facilities and plants: pre-kindergarten (pre-K) through grade twelve (12), including conversion charter schools; area vocational educational schools; area vocational/technical centers; adult education; community colleges and universities; the Florida School for the Deaf and the Blind (FSDB), where referenced; ancillary plants; relocatables; factory-built structures, reconstructable facilities, modular buildings, and manufactured buildings; lease and lease-purchase; and new construction, remodeling, renovation, improvements, and site development projects. It shall be the responsibility of each school board, each community college board of trustees, and each university board of trustees to ensure that all facilities constructed from any fund source meet the standards set forth in SREF where applicable. **Notwithstanding the foregoing, Lessee may seek a waiver of same from the Florida Commissioner of Education as provided in Florida Statutes Section 1013.03 and Lessor agrees to cooperate with Lessee in obtaining such waiver.**

(1) Authority. The Office of Educational Facilities (hereinafter referred to as the Office) shall review, update, and revise SREF and make recommendations for any modification to the State Board of Education (SBE). SREF shall not be changed, amended, interpreted, or modified by any other individual, agency, or entity.

(2) Capital Outlay Funds. Financial criteria for capital outlay funds, including Public Education Capital Outlay (PECO) and Capital Outlay and Debt Service (CO&DS) funds, are administered under SREF.

(3) Scope of SREF requirements. SREF establishes the requirements for public educational facilities

under the Florida School Code and Chapter 1013, Florida Statutes, in particular. Boards must ensure that public educational facilities are in compliance with other applicable state and federal regulations, including but not limited to the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), Uniform Building Code (which consists of Section 423, FBC, and the FFPC), and the Asbestos Hazard Emergency Response Act (AHERA).

(4) Public educational facilities shall comply with the following rules, as applicable:

(a) DOT-AASHTO. For on-site transportation improvements including roads, sidewalks, bridges, and drainage structures, districts shall comply with the American Association of State Highway and Transportation Officials, "AASHTO LRFD Bridge Design Specifications (2006)" as modified by the Florida Department of Transportation (DOT) in "Structures Design Manual," January 2007 Revision, and DOT "Drainage Manual" Chapter 4, as required by the structure type and as incorporated by reference in Rule 14-15.002(2), FAC, which is hereby incorporated by reference.

(b) OSHA. Occupational Safety and Health Administration, U.S. Department of Labor, 29 CFR as revised July 1, 2005, for district employees.

Summary:

As set forth in the obligations sections of this agreement, both the School District and Renaissance Charter School, Inc. share facilities maintenance requirements. The facilities operated by the Lessee at the time of assumption has a C-1 classification thereby enabling the property to continue to operate, in this case, as an alternative school. Because the Lessee by virtue of a lease agreement assumes certain daily operational obligations it is the Owner's position that adherence to SREF is limited to that which would usually and customarily be required for the maintenance of a facility classified as C-3 surplus property. The Owner hereby commits to "reasonable" maintenance. As such reasonable maintenance shall be provided under the general understanding that the services shall be limited to the requirements necessary for the preservation of the building envelope and the continuity of basic operating systems.

Preservation of the building envelope and the continuity of basic operating systems shall include but not be limited to:

1. Roof systems maintenance
2. Major HVAC systems (Boilers, Chillers, etc.) maintenance
3. Fire Alarm and Life Safety systems maintenance
4. Major Plumbing and Electrical systems maintenance


The Lessee shall be responsible for the "routine" maintenance of all building systems. Determination of the distinction between routine and reasonable maintenance shall be at the discretion of the owner.

The routine maintenance of all building systems shall include but not be limited to:

1. Minor HVAC distribution component repair and replacement (ducts, air handlers, thermostats, etc.) resulting from regular use or damage due to negligence.
2. Minor Fire Alarm and Life Safety systems component repair resulting from regular use or damage due to negligence.
3. Minor Plumbing and Electrical systems component repair and replacement (outlets, circuit breakers, panels, light fixtures, lavatory fixtures, kitchen fixtures and equipment, etc.) resulting from regular use or damage due to negligence.
4. General grounds maintenance to include lawn and vegetation control and treatment, minor repairs to fencing, sidewalks, awnings and sidings, etc.

The Owner and Lessee shall review the requirements as set forth in this agreement annually. Edits shall be mutually agreed upon and through this agreement incorporated into the governing contract.

Renaissance Charter School, Inc. Date

 5/1/23
Paul H. Fetsko, Board Chair Date
School Board of Escambia County


ATTEST:
 5/1/2023
Timothy A. Smith, Superintendent Date
School District of Escambia County

Exhibit B

PERFORMANCE BASED CHARTER AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
RENAISSANCE CHARTER SCHOOL, INC.

THIS PERFORMANCE-BASED CHARTER AGREEMENT is entered into as of the day executed by both parties, by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, a body corporate operating and existing under the Laws of the State of Florida, and **RENAISSANCE CHARTER SCHOOL, INC.**, 6278 N. Federal Hwy, Suite 384, Ft. Lauderdale, Florida 33308, a 501c3 IRS designed entity and a non-profit organization duly incorporated in the State of Florida.

Definitions

Definitions: The following terms shall have the following meanings:

Application shall mean the TOP plan regarding Warrington Middle School approved by the Florida Board of Education.

Department shall mean the Florida Department of Education.

District shall mean the staff of school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

Foundation shall mean the governing board or body of Renaissance Charter Schools, Inc.

Performance-based Charter Agreement (PBA) shall mean this performance-based contract entered into between the Foundation and the Sponsor.

School shall mean the current physical plant and property of Warrington Middle School, the school operated under this Performance-based Charter, as otherwise named, or the management company hired by the Foundation to operate the school on a day-to-day basis. The current street address of the property is 450 South Old Corry Field Road, Pensacola, Florida 32507.

Sponsor shall mean the locally elected school board for the district in which the non-profit establishes and operates the school.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1: Terms and Provisions

- A. **Basis for Charter.** The Parties acknowledge and agree that the School is academically underperforming. The Parties acknowledge and agree that this PBA is governed by the performance and accountability standards of section 1002.333, F.S., for as long as the school remains in turnaround status as determined by the Department. Upon exiting turnaround status, this Charter is subject to the laws and administrative rules applicable to all regular charter schools. During the initial term of this PBA, any material changes to this PBA shall only be with the written concurrence of the Department.

The Foundation and its selected management company have agreed to operate and manage the School with the goal of turning around student performance and implementation of a K-12 model. Sponsor will make such improvements and repairs necessary for the School to meet appropriate standards as agreed upon by the parties, and the Foundation will, going forward, maintain the school building as set forth in the Lease and Mutual Maintenance Agreement, effective concurrently with this charter contract, and incorporated by specific reference. Any capital improvements will require consent of both parties and lawfully appropriated funds.

B. Term.

1. This PBA shall become effective on the date it is approved by both parties. The initial term of this PBA shall be for seven (7) full school years commencing on July 1, 2023, and ending on June 30, 2030, unless terminated sooner as provided herein. The parties agree that the School will be entitled to an automatic fifteen (15) year renewal if the school earns a C grade within the first four years in accordance with section B.4.below
2. Start-Up Date. The Warrington Middle School, or as otherwise named, shall begin classes for the school year 2023-24 on August 10, 2023.
3. Modification. This PBA may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor.
4. PBA Renewal. The School shall be granted a fifteen (15) year renewal in order to facilitate long-term financing for capital construction upon demonstrating exemplary academic programming and fiscal management in accordance with the provisions of section 1002.33((7), F.S. Such a long-term charter is subject to annual review and may be terminated during the term of the charter.

No later than September 15 in the final academic year of this PBA, the District shall provide notice to the School regarding the process and timeline for completing the programmatic review required under section 1002.33(7)(c)1., F.S. Upon

completion of the programmatic review, but no later than ninety (90) days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the PBA, pursuant to section 1002.33(8)(a), F.S. The Sponsor may not require the School to waive the provisions of s. 1002.331, F.S., or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), F.S., as a condition of approval or renewal of the PBA.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this PBA, including academic achievement goals. If the term of this PBA exceeds five (5) years, the Sponsor shall conduct a High-Stakes Review at least every five (5) years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material changes to the education program or curriculum as described in this PBA requires notice to the Sponsor. Any changes to the education program or curriculum while the school remains in turnaround status will require approval of the Department.
2. The School agrees to implement its educational and related programs unless otherwise modified by this PBA.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research.
4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. The plan must include sufficient information and detail to allow the District to provide review of the same.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, or otherwise described in this PBA.

D. Non-Renewal and Termination

1. The Parties acknowledge and agree that the School was academically underperforming; therefore, the Parties shall make student academic achievement and improvement for all students the most important factor when determining

whether to renew or terminate this PBA. The PBA is subject to non-renewal or termination, upon clear and convincing evidence as determined by both the Sponsor and the Department pursuant to and in accordance with section 1002.33(8), F.S. After the first renewal of this PBA, concurrence of the Department shall not be required unless the school is in turnaround.

2. The Sponsor may choose not to renew or terminate this PBA for any of the following reasons:
 - a. Failure to participate in Florida's education accountability system created in s. 1008.31, or failure to achieve the academic performance expectations set forth pursuant to this PBA.
 - b. Failure to meet generally accepted standards of fiscal management.
 - c. Material violation of this PBA or violation of law.
3. The Sponsor shall notify the Foundation in writing at least ninety days prior to non-renewing, or terminating this PBA, following the procedures set forth in section 1002.33(8), F.S.
4. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within fourteen (14) calendar days of receipt of the notice, request a hearing.
 - a. A request for a hearing must be authorized by a vote of the Foundation and be submitted pursuant to the Notice provisions of this Contract.
5. The Sponsor may immediately terminate this PBA pursuant to section 1002.33(8)(c), Florida Statutes, if it sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety or welfare of the School's students exists.
 - a. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), F.S., unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and

continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

- b. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.
5. If the School elects to terminate or non-renew the PBA, it shall provide reasonable prior notice of the election to the District indicating the final date of operation as voted by the Foundation at a publicly noticed meeting. A board resolution signed by the School's Foundation chair and secretary, indicating support of this action, shall accompany the written notification provided to the District. The School agrees that such notification shall be considered a voluntary termination by the Foundation and a waiver of its right to a hearing or appeal.
 6. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.
 7. The foregoing notwithstanding, if the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the Department, pursuant to section 1002.33(7)(b), F.S. The terms of this PBA will continue on a month-to-month basis until resolution of the disagreement. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the PBA violate the intended flexibility granted charter schools by statute.

E. Post Termination Provisions

1. The nonrenewal or termination of this PBA must comply with the requirements of Section 1002.33(8), Florida Statutes. If this PBA is not renewed or is terminated,

the School shall be responsible for all the debts of the School. The Sponsor shall not assume the debt from any contract for services including, but not limited to, lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Foundation and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this PBA, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment unless otherwise provided in the PBA or other written agreement.
3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home district school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school.
4. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds shall revert to the Sponsor or department, as appropriate. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor unless otherwise agreed upon in writing.
5. Final Audit: Pursuant to section 1002.33, F.S., upon notice of non-renewal, closure, or termination, an independent audit shall be completed within thirty (30) days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

Section 2: Academic Accountability

A. Annual Objectives

1. By September 15th of each year the District shall provide the School with academic

student performance data on state required assessments for each student attending the School who was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor shall provide the School access to the data.

2. By September 15th of each year the District shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:
 - a. Students scoring a level 1 on prior year assessment
 - b. Students scoring a level 2 on prior year assessment
 - c. Students scoring a level 3 or higher on prior year assessments
 - d. Students with disabilities
 - e. English Language Learners
3. By October 15th of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the District. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments such as the Northwestern Evaluation Association Measure of Academic Progress (NWEA MAP). The goals shall also include the mission-specific educational goals.
4. The District shall review the proposed academic achievement goals within thirty (30) days of receipt and provide comment regarding the proposed academic achievement goals.
5. By October 15th of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four (4) years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section J.1.c, above. Schools that have contracts in excess of five (5) years shall resubmit proposed academic achievement goals every four (4) years pursuant to the process described in this paragraph.
6. The District shall review the proposed academic achievement goals within thirty (30) days of receipt and provide comment to the same.
7. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract, the District shall report such shortcomings to the Department.
8. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.

9. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), F.S. and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a School Improvement Plan pursuant to Section 1002.33(9), F.S., but is identified by the FDOE (under Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a School Improvement Plan approved by the Governing Board.

B. Assessments

1. State required assessments: The School will participate in and administer all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: The School shall administer additional assessments as described in the Notice of Intent.
3. If an IEP, 504 Plan and an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the District to monitor and proctor all aspects of the School's test administration, if the District deems it necessary.
5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation

The School's student promotion policy shall be consistent with the provisions of applicable Florida law. It will be determined if the School will adopt the Sponsor's student progression plan. If the School adopts its own student progression plan, it must be submitted to the Sponsor before opening.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of Florida law.

Schools that serve students in grade twelve shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided on the website, in addition to the student handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this PBA, have been met.

Section 3: Students Served

A. General Statutory Requirements

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

B. Grade Levels Served. The School will serve students in the following grades during the following academic years:

- 2023-2024: zoned 6-8, using the existing attendance zones for the former Warrington Middle School;
- 2024-2025: the School may serve up to and including K-5 choice; and shall serve existing zoned 6-8 students;
- 2025-2026: the School may serve up to and including K-5 and 9 choice ; and shall serve 6-8 existing zoned students;
- 2026-2027: the School may serve up to and including K-10 choice; with 6-8 existing zoned students given preference as described below;
- 2027-2028: the School may serve up to and including K-11 choice ; with 6-8 existing zoned students given preference as described below;
- 2028-2029: the School may serve up to and including K-12 choice; with 6-8 existing zoned students given preference as described below;
- 2029-2030: the School may serve up to and including K-12 choice; with 6-8 existing zoned students given preference as described below.

Zoned Preference: The School agrees that for the middle school grades, 200 seats per grade level

will be reserved for students living in the attendance zone and those students shall be admitted in accordance with the customary promotion practices within the District. Beyond that number, historically zoned students will have priority to enroll consistent with the School's enrollment requirements.

The School may serve students in the school readiness program pursuant to Chapter 1002, Part VI, Laws of Florida.

The School/Foundation may operate a public voluntary pre-kindergarten program for four-year olds.

C. Student Recruitment and Enrollment. The School will implement the student recruitment strategies and activities. Prior to each school year, the School shall provide to the District its proposed enrollment/grade expansion plan. The parties agree to coordinate regarding the enrollment plan for the next school year.

1. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process except for the preference provided to zoned students in grades 6-8 as provided above.
2. The School may provide enrollment preferences as allowed for in section 1002.33(10), F.S. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), F.S., or as described above by providing preference to zoned students in grades 6-8.
3. The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), F.S. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students.
4. The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:
 - a. Section 1006.12, relating to safe-school officers;
 - b. Section 1006.07(7), relating to threat assessment teams;
 - c. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
 - d. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
 - e. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool; and

- f. Section 1012.584, relating to youth mental health awareness and assistance training.

- D. The School may participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the Governing Board, it must be provided to the District.

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

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

- G. Recruitment
 - 1. Unless the School is currently receiving the federal Charter School Program Grant authorized under Title V., Part B of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, and has been notified by the Department that it is prohibited from doing so, the School shall exempt students from persistently low-performing schools from the enrollment lottery process. If the number of applicants from persistently low-performing schools exceeds the capacity of the program class, grade level or building, all such applicants shall have an equal chance of being admitted through a random selection process.

 - 2. If the School is oversubscribed and must conduct an admissions lottery, pursuant to Section 1002.333(5), Florida Statutes, the lottery process must be transparent and open to the public.

 - 3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

 - 4. A student may withdraw from the School at any time and enroll in another public school, as determined by District or charter school policy, as applicable. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

 - 5. The School shall comply with Florida Constitutional Class Size Requirements, as applicable to charter schools.

6. The School will implement parental involvement strategies. No student may be dismissed from the School for a parent's failure to participate in volunteer hour requirements at the School where such a requirement would impose an undue financial burden on the family.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year, all inactive student records will be returned to the District's records retention department.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Chapter 119, F.S. (the Public Records Act) and all other applicable statutes pertaining to public records.
8. The District will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District

school, if applicable.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the District upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the District to verify that the random selection process utilized by the School was conducted in accordance with section 1002.333(5), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional Student Education. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (I) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.
4. Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
5. Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within ten (10) days.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

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

7. A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

8. Due Process Hearing
 - a. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

 - b. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

 - c. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

 - d. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

 - e. The Sponsor shall ensure that:
 1. The due process hearing is conducted pursuant to applicable State laws and rules;

 2. A final decision is reached; and

3. A copy of the decision is mailed to the parties.
 4. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.
 5. If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.
9. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), F.S., includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

J. English for Speakers of Other Languages

Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

K. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct consistent with section 1006.07, F.S. The School will report each month to the District the number of violations of the Code, by offense, to be included

in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student is enrolled at an alternative school, costs for the alternative school charged to the School will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the PBA. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

L. Dismissal Policies and Procedures

The School shall implement dismissal policies and provide them to the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within thirty (30) days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within thirty (30) days. The School shall have the opportunity to resubmit.

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

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Code of Student Conduct, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

M. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1st annually. The School may not accept monetary donations in lieu of volunteer hours. No student may be dismissed from the School for a parent's failure to participate in volunteer hour requirements at the School where such a requirement would impose an undue financial burden on the family.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

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

millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

- e. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.
- f. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy/Referendum Funds

A. The District shall provide funding to the School via state capital outlay, if eligible, or an appropriate alternative from the state, in the amount on a per student basis equal to the per student amount provided by Charter School Capital Outlay Allocation as determined by the Department each year.

B. The District shall provide funding to the School from discretionary capital outlay millage levied by the District pursuant to s. 1011.71(2), Florida Statute. The annual allocation to the School shall be funded from the total discretionary capital outlay millage funds annually collected and calculated as required by law.

C. The District shall provide funding for any monies derived from any future approved or extension of existing referendum as required by Florida Statute. The annual allocation to the School shall be funded from the referendum funds annually collected and calculated and calculated as required by law.

3. School District Administrative Fee Retention

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), F.S. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), F.S., to be made to the School under this PBA. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

Sponsor agrees to the following schedule of fees to facilitate the School's establishment:

- Year 1: Two (2) percent
- Year 2: Two (2) percent
- Year 3: Three (3) percent
- Year 4 and beyond: Four (4) percent

The School will be entitled to a reduction in fees upon becoming a high-performing school as provided by law.

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

4. Distribution of Funds Schedule

- a. The Sponsor shall calculate and submit twelve (12) monthly or twenty-four (24) bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4. A.1 and 2., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
- b. For the first two (2) years of this PBA, monthly payments will be calculated as follows:
 - i. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved Application, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its projected enrollment, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month, not to exceed the Annual Enrollment Capacity.
 - ii. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

- iii. Payments will be adjusted retroactively for prior period adjustments.
- c. For the following years of the PBA, monthly payments will be calculated as follows:
- i. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this PBA, if a minimum of seventy-five percent (75%) of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - ii. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
 - iii. Payments will be adjusted retroactively for prior period adjustments.
- d. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- e. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

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

- i. In the event of a state holdback or a proration, which reduces

District funding, the School's funding will be reduced proportionately to the extent required by law.

- ii. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
 - iii. Revenue shall be adjusted according to the results of each FEFP calculation during the fiscal year.
- f. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this PBA, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this PBA, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

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

- i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by section 218.39, F.S and this PBA.

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

B. Federal Funding

Pursuant to section 1002.33(17)(d), F.S., the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without

limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

The School shall timely and fully comply with and adhere to its Title I budget as submitted and approved by the Sponsor. The School shall also adhere to all applicable requirements of the Every Student Succeeds Act and implementing regulations as amended from time to time. The School agrees to abide by all applicable statutes, regulations, and rules governing the use of Title I funds prior to the receipt of such funds in each year of eligibility. In the event the School is determined to be eligible to receive Title I funds, the School agrees to develop a School-wide Title I Plan that is coordinated with the School Improvement Plan (SIP) in the same manner as other public schools receiving Title I funds. The School's personnel may consult with the Sponsor's Director of Title I for technical assistance in formulating such plans.

Pursuant to section 1002.33(17), F.S., unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15th of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this PBA or other data as applicable to the federal funds to be allocated.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have thirty (30) days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.
4. The Sponsor shall reimburse the School within thirty (30) days of receipt of the

invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.
6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two (2) years of college, an AA degree, or that have passed an equivalent exam.
9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

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

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent.
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application. If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.
2. Distribution. Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within ten (10) days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within thirty (30) days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget. The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the

approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30th, for the fiscal year.

2. Amended Budget. Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within ten (10) business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book). The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), F.S.

2. Financial Reports

a. Monthly or Quarterly Financial Reports.

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

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

b. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings,

improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

c. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

d. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, F.S. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than October 15.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities, as it deems necessary to ensure fiscal accountability and sound financial management.

e. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this PBA.

3. The School's fiscal year shall be July 1 – June 30.
4. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
5. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

6. If the School experiences one of the financial conditions included in section 1002.345, F.S., it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.
2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School;
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

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

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.
5. Audited financial statements for the fiscal year ended June 30 shall be submitted to the Sponsor by the deadline applicable for all charter schools within the District.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

- A. The school is located at 450 South Old Corry Field Road, Pensacola, Florida 32507 in facilities presently owned by the School Board. The School shall make facilities accessible to Sponsor for safety inspection purposes.
1. Lease. The School Board agrees to lease the premises to the Foundation for \$1.00 per year, provided the school continues to serve students pursuant to the enrollment ramp up schedule, or by agreement of the parties. The parties acknowledge that the obligations regarding the facility and property are more specifically governed by the Lease and Mutual Maintenance Agreement.
 2. Lease Term. The initial lease term will be thirty (30) years and will automatically renew as long as the school is in operation by the Foundation.
 3. Termination. In the event of termination of this PBA, the lease term will likewise end, subject to the provisions of Section 5: Post-termination Provisions below.

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

- B. The School shall use facilities that comply with the requirements in section 1002.33(18), F.S. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to regular and routine health and safety inspections conducted by District safety staff and other local agencies responsible for health and life safety compliance.
- C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.
- D. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

- A. The Sponsor shall provide transportation to all grade 6-8 students living in the current

attendance zone for Warrington Middle School. In addition, the Sponsor shall also offer courtesy transportation to the School's K-5 students living within the current attendance zone for Warrington Middle School provided there is available space on the transportation provided to the grade 6-8 students living in the zone. Such courtesy transportation shall be at no cost to the School. The School shall provide transportation to all other students not provided for above. The Parties agree to cooperate and coordinate on transportation services each school year. Transportation provided to the School's students shall be consistent with the requirements of ss. 1006.21-27 and 1012.45, Florida Statutes. The Foundation may provide transportation through an agreement or contract with the district school board, a private provider, or parents. Transportation may not be a barrier to equal access for all students residing within a reasonable distance of the school.

- B. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached, it shall be the subject of a separate contract. If agreement is reached with the District the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- C. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- D. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the District and State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the District shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable state and federal law. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations.

Section 8: Indemnification and Insurance

- A. Any arrangement entered into to borrow or otherwise secure funds for the School from a source other than the State of Florida or a school district shall indemnify the state and the school

district from any and all liability including, but not limited to, financial responsibility for the payment of the principal or interest.

B. Any loans, bonds or other financial agreements entered into by the Foundation are not obligations of the State of Florida or Sponsor but are obligations of the Foundation and are payable solely from the sources of funds pledged by such agreement, unless the Sponsor is a party to that agreement.

C. Notwithstanding anything else herein to the contrary, the Sponsor shall not:

1. Guarantee payment for any purchase made by the School.
2. Guarantee payment for any debits incurred by the School.
3. Guarantee payment for any loans taken out by the School.
4. Lend its good faith and credit in order for the School to obtain a loan or other form of credit.

D. This PBA expressly prohibits the pledging of credit or taxing power of the Sponsor or State of Florida.

E. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of two million dollars (\$2,000,000.00). The insurance shall be subject to a maximum deductible not to exceed twenty-five thousand dollars (\$25,000) per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this PBA;
2. General liability coverage written on an occurrence form with minimum policy limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate limit of two million dollars (\$2,000,000.00);
3. Business automobile coverage with the same limits as general liability.

F. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within one hundred (100) feet of the premises. If the School leases the site location, then the School shall provide on a form

acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

- G. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- H. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, F.S
- I. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all employees, including Faithful Performance of duty coverage for the School's administrators with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- J. The School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above-described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within ten (10) days of cancellation, whichever is sooner.
- K. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this PBA.
- L. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this PBA; (b) the School's material breach of this PBA or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation

of any state or Federal statutes or regulations including those referenced in this PBA. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

M. Applicable to All Coverages the School Procures

4. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
5. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
6. Liability and Remedies: Compliance with the insurance requirements of this PBA shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the PBA or otherwise.
7. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
8. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
9. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

- N. The Sponsor agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's members, officers, employees or other agents in connection with and arising out of any services within the scope of this PBA; or (b) the District's material breach of this PBA or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the Sponsor to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this PBA.

- O. Notwithstanding anything to the contrary contained herein, through such indemnification set forth above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this PBA.
- P Notification of Third-Party Claim, Demand, or Other Action: The School and 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 provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to 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. The School or the Sponsor shall make available to each other, at their expense, such information and assistance, as each shall request in connection with the defense of a third-party claim.
- Q. Insurance Notifications
1. The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this PBA.
 2. Notice of Cancellation. The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.
 3. Renewal or Replacement. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with 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.

Section 9: Governance

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of three (3) members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications

media technology used in accordance with rules adopted by the Administration Commission under section 120.54(5), F.S. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two (2) public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

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

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

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

- B. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, F.S.
 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), F.S. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
 4. The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), F.S., who shall submit the report to the Governing Board.
 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
 6. The Governing Board shall perform the duties set forth in section 1002.345, F.S., including monitoring any financial corrective action plan or financial recovery plan.
 7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2), (3), (7) and (12) and section 112.3143, F.S., by a member of the Board, shall constitute a material breach of this PBA.
 8. Any change in Governing Board membership must be reported to Sponsor in writing within five (5) business days of the change.
- C. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.
- To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.
- D. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization,

will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this PBA. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, F.S.
 3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
 5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have thirty (30) days to review the material changes. If the changes violate the terms of this PBA or applicable law the Sponsor shall provide written notice to the School, which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this PBA.
 7. The management organization will perform its duties in compliance with this PBA.
- E. Any default or breach of the terms of this PBA by the management company shall constitute a default or breach under the terms of this PBA by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. The School shall select its own personnel.
- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. This PBA makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per F.S. § 1002.33(7) (a) (18):

[NONE REPORTED]

If the relative is employed after execution of this PBA, the School shall disclose to the Sponsor, within ten (10) business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., F.S.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), F.S.

- G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within three (3) workdays of hiring, granting leaves of absence, or terminating teachers.
- I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), F.S. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, F.S., and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

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

- K. The School shall not violate the anti-discrimination provisions of section 1000.05, F.S., and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

- A. Pre-Opening
1. Policies and Procedures Manual
 2. List of members of the Governing Board and Principal, including current contact information.
 3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
 4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the PBA
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members

- e. Student Handbook which includes the Student Code of Conduct
- f. Updated list of currently registered students
- g. Contract for transportation rates and services or transportation plan, if applicable.
- h. Letter specifying that the School [will adopt/not adopt] the district reading plan
- i. Tentative dates and times of the meetings of the Governing Board for the first year
- j. Crisis Response Plan
- k. Dismissal policies and procedures
- l. School's parental contract, if applicable
- m. Student Progression Plan (if different from District's)

B. Monthly/Quarterly

- 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
- 2. Governing Board meeting agenda and minutes
- 3. Evidence of State-required evacuation and active assailant drills

C. Annual

- 1. Annual Student Achievement Report
- 2. Annual Financial Audit
- 3. Program Cost Report
- 4. Annual Inventory Report [capital purchases with public funds]
- 5. Policies and Procedures of the school [if materially revised]
- 6. School based Student Code of Conduct [if materially revised]
- 7. Dismissal Policies and Procedures [if materially revised]
- 8. Crisis Response Plan [if materially revised]
- 9. Employee Handbook [if materially revised]
- 10. Current List of members of the Governing Board and Principal
- 11. School's Parental Contract [if materially revised]
- 12. Projected Enrollment [for subsequent school year]
- 13. Capacity [for subsequent school year]
- 14. School Calendar [for subsequent school year] if different than the District
- 15. Evidence of Insurance
- 16. Management Organization Agreement [if materially revised]
- 17. Student Progression Plan [if materially revised]
- 18. Evidence of State-required school bus evacuation drills

D. In order to comply with requests for information from the Florida or United States Departments of Education, the Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

E. In connection with its oversight responsibilities, the District may provide information,

upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this PBA, if the performance of any or all of this PBA is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace

The School shall be a drug-free workplace, as provided by State and Federal law.

C. The following addenda are attached and agreed to: *Escambia School District Public Records Addendum; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions; State of Florida Vendor Certification Regarding Scrutinized Companies List; State of Florida Vendor Certification Regarding E-Verify; and Escambia School District Charter School Technology Services Document.*

D. Entire Agreement

This PBA, Lease, and Mutual Maintenance Agreement shall constitute the full, entire, and complete agreement between the parties hereto. In the event of a conflict, the terms of this PBA control. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this PBA. This PBA may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this PBA shall require approval of the Sponsor and the Governing Board.

E. No Assignment without Consent

This PBA shall not be assigned by either party without mutual written consent.

F. No Waiver

No waiver of any provision of this PBA shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this

PBA shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this PBA shall be deemed to have been made by either party unless in writing and signed by the parties.

G. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

H. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this PBA.

I. Severability: If any provision or any part of this PBA is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this PBA and all such provisions shall remain in full force and effect.

J. Third Party Beneficiary: This PBA is not intended to create any rights in a third-party beneficiary.

K. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This PBA is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this PBA, shall be the Circuit Court, the County Court in and for Escambia County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), F.S. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this PBA. The parties agree to have any such dispute settled by a judge alone, without a jury.

L. Notice

Official correspondence between the School and the Sponsor shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this PBA shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Charter Schools USA, Inc.

Attn: David Christiansen, Ed. D., Chief of Schools

800 Corporate Drive, Suite 700
Fort Lauderdale, FL 33334

2. Notices to the Sponsor

The School Board of Escambia County, Florida
Attn: Dr. Timothy A. Smith, Superintendent
75 North Pace Boulevard
Pensacola, Florida 32505

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this PBA represents and warrants that he or she has the full power and authority to execute the PBA on behalf of the party for whom he or she signs and that he or she enters into this PBA of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

M. Conflict Between Charter and Florida Law

In any case where this PBA conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the PBA.

N. Conflict or Dispute Resolution

In the event a dispute arises between the parties, the dispute shall first be subject to mediation conducted by the Department of Education. Subject to the applicable provisions of section 1002.33, F.S., as amended from time to time, all disagreements and disputes relating to or arising out of this PBA 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 policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

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

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

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

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

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), F.S.

O. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this PBA, it shall be construed to mean the statute or rule as it is amended from time to time.

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

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

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

P. Interpretation

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

PERFORMANCE BASED CHARTER AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
RENAISSANCE CHARTER SCHOOLS, INC.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 1st day of May, 2023 to become effective July 1, 2023 through June 30, 2030.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: 
Paul H. Fetsko, Chair

Attest: 
Timothy A. Smith, Superintendent

Date: 5/1/2023


RENAISSANCE CHARTER SCHOOLS, INC.

By: _____
Ken Haiko, Board Chair

Attest: _____

Date: _____

APPROVED FOR LEGAL CONTENT


Ellen Odom, General Counsel
ESCAMBIA COUNTY SCHOOL BOARD

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

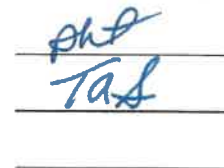
A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Initials of Each Signatory:



State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

State of Florida
Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or School Board of Escambia County (SBEC). ECSD or SBEC may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or SBEC. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or SBEC and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

Escambia School District Charter School Technology Services Document

A clear demarcation of the support responsibilities of the Escambia School District and the district charter schools is prerequisite to efficient delivery of technology services to charter school students, faculty, and administrators. Given a context of shared support responsibilities and limited fiscal resources, the District's most practical role is and will be one of Technology Consultant. Specifically, the School District Information Technology Department will use departmental expertise to act as a technology consulting service for charter schools. The respective support responsibilities of the Escambia School District and the charter schools are detailed below.

School District and Charter School Responsibilities for the Delivery of Technology Services to Charter Schools

- 1) The District, in conjunction with charter schools, will provide and annually review the *District Charter School Technology Services Document*. This document will define the respective technology support responsibilities cited in the charter schools' contracts.
 - 1.1) The District support responsibilities, as defined by the *District Charter School Technology Services Document*, will require the District to:
 - 1.1.1) Conduct an annual review of the *Charter School Technology Services Document*;
 - 1.1.2) Assist charter schools with screening and/or hiring vendors that can deliver appropriate technology services to charter schools (telecommunications services and hardware/software installation, maintenance, and repair);
 - 1.1.3) Leverage existing District business relationships to obtain optimal pricing for delivery of charter school technology services;
 - 1.1.4) Advocate for charter schools in resolving technology support issues with vendors contracted to provide charter schools' technology services;
 - 1.1.5) Store the statutorily required charter school student data using the District student records application and provide a student records application user account for the appropriate person at each charter school;
 - 1.1.6) Provide each charter school with District email user accounts for administrative and instructional staff to facilitate statutorily required communications between the District and charter schools;
 - 1.1.7) Conduct periodic surveys of the District's surplus technology inventory to identify and offer those items that would be useful in delivery of charter school technology services;
 - 1.1.8) Designate a District point of contact for delivery of district technology consulting services as described in the *District Charter School Technology Services Document*.

- 1.2) The charter school support responsibilities, as defined by the *District Charter School Technology Services Document*, will require charter schools to:
 - 1.2.1) Provide information requested by the District for the annual review of the *Charter School Technology Services Document*;
 - 1.2.2) Fund the telecommunications services necessary for accessing the District student records application in order to comply with statutory requirements regarding creation and maintenance of charter school student and human resource records;
 - 1.2.3) Fund the vendor services necessary for charter school hardware/software installation, maintenance, and repair;
 - 1.2.4) Complete the Florida Department of Education provided Technology Resources Inventory and online assessment certifications.
 - 1.2.5) Designate a technology contact person at each School that will act as the point of contact for communicating with the vendors delivering charter school technology services and for exchanging information with District technology consulting services;
 - 1.2.6) Comply with all Escambia School District Technology Board Policies that are germane to use of the District owned hardware and software accessed by charter schools;
 - 1.2.7) Orchestrate and fund any legal action necessary to resolve claims or liability associated with the vendors delivering technology services to charter schools;
 - 1.2.8) Hold the District and BOARD harmless for any failure of any donated equipment to operate or for any losses, fiscal or otherwise, resulting from district technology consulting advice.