

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

**THIS PERFORMANCE-BASED AGREEMENT** is entered into as of 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 SCHOOLS, INC.**, 6278 N. Federal Hwy, Suite 384, Ft. Lauderdale, Florida 33308, 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.

*Notice of Intent* shall have the same meaning as a Notice of Intent (including amendments) pursuant to State Board of Education Rule 6A-1.0998271, Florida Administrative Code, as submitted to the District.

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

*School* shall mean the physical plant of [ENTER SCHOOL NAME], the school operated under this Performance-based Agreement, or the management company hired by the Foundation to operate the school on a day-to-day basis.

*School Board* 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. Application and Notice of Intent. A copy of the Application is attached hereto as Appendix 1. A copy of the Notice of Intent is attached hereto as Appendix 2. Both constitute a part of this Performance-based Agreement (PBA). In the event of any conflict between the Application or Notice of Intent and any other provision of this PBA, the PBA provision shall control.
- B. Term.
1. This agreement shall become effective on the date it is approved by both parties. The initial term of this PBA shall be for five (5) full school years commencing, and ending on June 30, 2028, unless terminated sooner as provided herein. The parties agree that the School will be entitled to an automatic two-year extension of the initial term if the school earns a C grade within the first four years.
  2. Start-Up Date. [NAME OF SCHOOL] shall begin classes on [INSERT DATE]. The school cannot open absent submission of all required Pre-Opening Documents as specified in Section O of this PBA.
  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. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.
  4. PBA Renewal. This PBA shall be renewed for a term of five (5) years upon the written request of the Foundation. If the School was granted an automatic extension of two years upon the initial term, the first renewal term will be for seven (7) years. If the School reaches high-performing status as defined in section 1002.331, Fla. Stat., the renewal shall be for fifteen (15) years. See Section 4. Termination and Non-renewal below for additional provisions.

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 the approved Application or PBA requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application 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. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this PBA.

D. Non-Renewal and Termination

1. The District shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this PBA. The District may choose not to renew or terminate this Performance-based Agreement for any of the following reasons as set forth in section 1002.333, Florida Statutes.

- 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.
2. The District 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), Fla. Stat.
3. If the District 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 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.
4. The District may immediately terminate this PBA pursuant to section 1002.33(8)(d), 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), Fla. Stat. The terms of this agreement 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 District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the District and the Foundation and that may not reasonably be assumed to have been satisfied by the District.

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.
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 District (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds shall revert to the district 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 District'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 District.
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 may fulfill this requirement by providing 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 described in the Notice of Intent.
  4. The District shall review the proposed academic achievement goals within 30 days of receipt. If the District does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and District cannot agree on academic achievement goals either party may request dispute resolution pursuant to s. 1002.333(11), Florida Statutes. If the District does not provide written notification within 30 days of receipt, the goals shall be deemed accepted.
  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 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 years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
  6. The District shall review the proposed academic achievement goals within 30 days of receipt. If the District does not accept the academic achievement goals it shall provide the School a written explanation. If the District does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and District cannot agree on academic achievement goals either party may request dispute resolution pursuant to s. 1002.333(11), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.
  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 District 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. The School will adopt the Sponsor's student progression plan.

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: zoned 6-8, using the existing attendance zones for the former Warrington Middle School
- 2025-2026: K-5 choice; 6-8 existing zone
- 2026-2027: K-5 choice; 6-8 existing zone; 9 choice
- 2027-2028: K-5 choice; 6-8 existing zone; 9-10 choice
- 2028-2029: K-5 choice; 6-8 existing zone; 9-11
- 2029-2030: K-5 choice; 6-8 zoned; 9-12 choice

The School [WILL/WILL NOT] serve student in the school readiness program pursuant to Chapter 1002, Part VI, Laws of Florida.

The School [WILL/WILL NOT] 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 described in the Notice of Intent.

1. The table below includes the projected recruitment and enrollment targets for the School as described in the Notice of Intent.

Year	Total Projected K-12 Enrollment	% of students that previously attended a Persistently Low-Performing school
Year 1	[ INSERT # ]	[ INSERT % ]
Year 2	[ INSERT # ]	[ INSERT % ]
Year 3	[ INSERT # ]	[ INSERT % ]
Year 4	[ INSERT # ]	[ INSERT % ]
Year 5	[ INSERT # ]	[ INSERT % ]

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process.
3. The School may provide enrollment preferences as allowed for in section 1002.33(10), Fla. Stat. 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 in the approved Application.
4. 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.
5. 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;
  - f. Section 1012.584, relating to youth mental health awareness and assistance training.
- D. The School will 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 School’s Sponsor.
- 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 and 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 the parental involvement strategies described in the Notice of Intent.

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 Fla. Stat. Chapter 119 (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) (l) 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 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 as described in the approved Application. 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 the dismissal policies as described in the approved Application or subsequently submitted to and approved by 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 Student Conduct Code which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

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 Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within thirty (30) days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

#### **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, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law.

3. School District Fees

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.

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., 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 15<sup>th</sup> 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 or in excess of the Annual Enrollment Capacity for the school year (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.

- 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) day overdue:

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

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 15<sup>th</sup> 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 15<sup>th</sup> 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.

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 shall be located at 450 South Old Corry Field Road, Pensacola, Florida 32507 in facilities presently owned by the School Board. The School must provide a copy of the certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the school's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this PBA. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

1. Lease. The School Board agrees to lease the premises to the Foundation for \$1.00 per year, provided the school continues to serve middle school-aged students who live in the attendance zone of the currently-existing middle school as of the date of this agreement.
2. Lease Term. The initial lease term will be fifteen (15) years and will automatically renew for eight (8) years as long as the school is in operation by the Foundation.
3. Termination. In the event of termination of this agreement, the lease term will likewise end, subject to the provisions of Section 5: Post-termination Provisions below.

IT MAY BE ADVISABLE TO HAVE A SEPARATE LEASE AND FACILITIES MAINTENANCE AGREEMENT, OR WE CAN INSERT TERMS HERE\*\*

Any capital improvements to the facility must comply with the State Requirements for Educational Facilities (SREF).

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

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, 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 periodic health and safety inspections conducted by District safety staff.
- 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**

Request CSUSA to indicate its plans for transportation. There was some discussion about the District providing transportation for the zoned middle school students which may be more thoroughly detailed in this section.

- A. The School shall provide transportation to the School's students 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 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 or school district but are obligations of the Foundation and are payable solely from the sources of funds pledged by such agreement.
- C. Notwithstanding anything else herein to the contrary, the District 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 District or State.
- 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. No later than thirty (30) days prior to the opening of school, 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 District harmless against all claims and actions brought against the District 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 District 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 District'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 District 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 in Sections 8(H) and 8(J) 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 in Sections 8(H) and 8(J) 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 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 [PUBLIC OR PRIVATE at the option of Renaissance] employer and [will/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

- F. The School shall select its own personnel.
- G. The School's employment practices shall be nonsectarian.
- H. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- I. 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.
- J. 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.
- K. 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 Fla. Stat. § 1002.33(7) (a) (18):

[NONE REPORTED]

If the relative is employed after execution of this PBA, the School shall disclose to the District, 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.

- L. 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.
- M. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within three (3) work days of hiring, granting leaves of absence, or terminating teachers.
- N. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- O. 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.

- P. 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

- 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

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]
- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

## **Section 12: Miscellaneous Provisions**

- A. Impossibility
- Neither party shall be in default of this 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 shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this 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 the 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 District 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

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. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this PBA in accordance with section 1002.33(8)(c), F.S. 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 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 18<sup>th</sup> day of April, 2023 to become effective July 1, 2023 through June 30, 2028.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Paul H. Fetsko, Chair

Attest: \_\_\_\_\_  
Timothy A. Smith, Superintendent

Date: \_\_\_\_\_

RENAISSANCE CHARTER SCHOOLS, INC.

By: \_\_\_\_\_  
(NAME) Board Chair

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

