

School Board

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Supervisor, Charter Schools
Cinzia DeLange, Ed.D

June 29, 2021

Dr. Christopher Card, Board Chair
Pivot Charter School
3020 S. Falkenburg Road
Riverview, FL 33578

Dear Dr. Card:

This letter is to serve as a formal written notice, pursuant to F.S. 1002.33(8)(b), that the Hillsborough County School Board voted during its meeting, on June 15, 2021, that, in 90 days of receipt thereof, it intends to not renew the charter of Pivot Charter School. The reasons supporting the nonrenewal include:

- The failure to meet generally accepted standards of fiscal management. F.S. 1002.33(8)(a)(2). Specifically, the school continues to operate in a deficit, in excess of \$100,000.00, despite the fact a corrective action plan was implemented in 2018. F.S. 1002.33(8)(a)(2).
- The school failed to meet the requirement for student performance as exhibited by its grades of C, C, C and C. F.S. 1002.33(8)(a)(4).
- Failing to procure reasonably accurate financial estimates to ensure the school operates within its budget. F.S. 1002.33(8)(a)(4).
- Failing to ensure the school's expenditures do not exceed available resources, resulting in a deficit and exceeding budgeted line items. F.S. 1002.33(8)(a)(4).

If you desire to challenge the School Board's decision to not renew your charter, your governing board may, within 14 calendar days of receiving this notice, request a hearing in front of an administrative law judge (assigned by the Division of Administrative Hearings) and such hearing shall be conducted within ninety (90) days of such request.

If you have any questions regarding the School Board's decision, please contact me at 813-272-4049.

Sincerely,

Cinzia DeLange, Ed.D.
Supervisor, Charter Schools

c: Board Members, Pivot Charter School
Stephen Schindler, Principal, Pivot Charter School
Addison Davis, Superintendent of Schools
Van Ayres, Chief of Innovation
Jeffrey Gibson, School District Attorney
Dr. Dakeyan Graham, Executive Director, Office of Independent Education & Parental Choice, Florida Department of Education
Adam Emerson, Director of Charter Schools, Florida Department of Education



Agenda Item Details

Meeting	Jun 15, 2021 - Regular School Board Meeting
Category	C. Discussion Agenda
Subject	10.09 Contract Renewal Approval for Pivot Charter School (Office of Innovation)
Type	Action (Consent), Discussion
Recommended Action	Approve the contract renewal for Pivot Charter School

DESCRIPTION:

F.S. 1002.33 (7)(c)1 permits the renewal of a charter contract for schools that have successfully completed their contract term in accordance with F.S. 1002.33(7)(a). Pivot Charter School has successfully met the statutory requirements for contract renewal and is recommended for a five-year renewal term.

The district's process for contract renewal consideration includes the submission of a letter of intent to renew the contract, a comprehensive program review, an update of the charter application, and the development of a new contract.

Consistent with established procedures, a district review team assessed the school's performance relevant to student achievement, finance, governance, administration, curriculum and instruction, and assessment.

Attached is Pivot Charter School's profile sheet, and a report of the review teams' findings and recommendations. A fully negotiated contract is also attached.

GAP ANALYSIS:

Below is a performance comparison of the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 state assessment data (due to the 2019-2020 school grade unavailability*) for Pivot Charter School as well as, three district schools located close to the charter schools.

School	**2015-2016 State Grade	**2016-2017 State Grade	**2017-2018 State Grade	**2018-2019 State Grade
Pivot Charter School (6-12)	D	C	C	C
Giunta Middle School (6-8)	C	C	D	D
Dowdell Middle School (6-8)	C	C	D	C
Brandon High School (9-12)	C	C	C	C

*Pursuant to FLDOE Emergency Order No.2020--EO-1, spring K-12 statewide assessment test administration for the 2019-20 school year were canceled and accountability measures reliant on such data were not calculated for the 2019-20 school year.

**<https://edudata.fl DOE.org/>

PREVIOUS OUTCOMES:

Current student enrollment by grade level:

Grade Level	Number of Students Pivot Charter School 2020-2021
6th	32
7th	28
8th	50
9th	19
10th	35
11th	42
12th	14
Total	220

EXPECTED OUTCOMES:

The following is the projected enrollment for school year 2021-2022:

Grade Level	Enrollment Projections for
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	Pivot Charter School 2021-2022
6th	26
7th	26
8th	27
9th	42
10th	38
11th	35
12th	36
Total	230

STRATEGIC PLAN GOAL:

- Improve the high school graduation rate
- Improve Student Achievement
- Provide a student-centered learning environment that engages every child
- Develop a culture of respect, trust, collaboration and equity
- Engage and communicate with families and stakeholders
- Continuously improve processes and systems
- Demonstrate "best practices" in all aspects of safety: student, employee, visitor, facility, transportation and health
- Construct and maintain facilities that create an environment conducive to teaching and learning

RECOMMENDATION:

Approve the renewal of the contract for Pivot Charter School for a five-year term.

CONTACT:

Dr. Cinzia DeLange, Supervisor of Charter Schools, cinzia.delange@hcps.net, (813) 272-4049.

FINANCIAL IMPACT:**Pivot Charter School**

Year	FTE Projected	FEFP Funds	Admin Fee
2020-2021	219.47	1,454,489.00	72,724.45
2021-2022	230	1,518,846.00	75,942.30

REVIEW COMMENTS:**SUBMITTED BY:**

Van Ayres, Chief Innovation Officer, van.ayres@hcps.net, (813) 272-4760

Agenda Item Attachment.pdf (959 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

The mission of the school is: *to graduate middle and high school students through a unique, technology rich learning environment. Through our blended learning educational model, Pivot students will evolve into autonomous learners and excel in their goals to achieve post-secondary options.*

SCHOOL INFORMATION



Address

3020 Falkenburg Road
Riverview, FL 33578
(813) 626-6724

Principal: Stephen Schindler

Grades Served: 6-12

School Statistics

Year Opened: **2011**

Enrollment: **220**

Economically Disadvantaged: **64.55%**

Students with Disabilities: **11.82%**

English Language Learners: **3.64%**

(Based on district report data pulled 2/15/21)

Governing Board of Directors

Dr. Christopher Card: Board Chair

David Yarborough: Member

Don Dixon: Member

James Guelzow: Member

Lisa Galbraith: Member

Andrea Preziosi: Representative

School Student Achievement Results	
Academic School Year	School Grade
2020-2021	TBD
2019-2020 [^]	C
2018-2019	C
2017-2018	C
2016-2017	C

[^]Due to Covid-19, state testing cancelled. 18-19 grade remains in effect.

Financial History	
Academic School Year	Total FEFP Received*
2020-2021	TBD
2019-2020	1,319,579
2018-2019	1,566,479
2017-2018	1,576,705
2016-2017	1,599,871

*As of June 30, without recalibration

Audited Financials	
Academic School Year	Year End Fund Balance
2020-2021	TBD
2019-2020	(101,694)
2018-2019	(191,410)
2017-2018	(147,718)
2016-2017	(19,479)

Board Action	
Action Item	Date of Action
Application Approval	12/7/10
Initial Contract	5/17/11
Contract Renewal	6/14/16
Contract Renewal	Recommended 6/15/21
Contract to be renewed for a five-year term. <u>Expiring: June 30, 2026</u>	

Charter School Contract Renewal Review

Pivot Charter School			
Principal	Stephen Schindler	Location	3020 Falkenburg Road Riverview, FL 33578
Board Chair	Dr. Chris Card	Year Opened	2011
Management Company (ESP)	NO	Year(s) Renewed	2016
Grades Served	6-12	Current Enrollment	220
Student Waitlist	NO	Meets Class Size Requirement	YES
Title I School	NO	2019 State Grade 2020 Covid-19 Except	C
Fiscally Sound	YES	High Performing	NO

Mission Statement:

The mission of Pivot Charter is to graduate middle and high school students through a unique technology rich learning environment. Through our blended learning educational model, Pivot students will evolve into autonomous learners and excel in their goals to achieve post-secondary options.

Target Population:

Serves students in grades 6-12.

Curriculum Focus:

Here at Pivot it is understood that in order to provide a high quality educational experience to our students our staff must continue to develop “innovative” ways of thinking that will allow us to respond to the dynamic, ever increasing demands for our blended learning school. In carrying out our promise, Pivot will ensure that our school maintains those qualities that REACH our students.

- R- PROVIDE REWARDING OUTCOMES**
- E- MAINTAIN ENGAGING EXPERIENCES**
- A- CONSIST OF ACTIVE PARTICIPATION AT ALL TIMES**
- C- STEEPED IN A CHALLENGING CURRICULUM**
- H- ENCOMPASS A HOLISTIC ENRICHING APPROACH**

On April 5, 2021, a contract renewal review was conducted for Pivot Charter School to review the school thoroughly and systematically. The renewal review covered the educational program, organizational practices, and business practices evident at the school and relevant to charter school law and the contract between the Hillsborough County School Board (HCSB) and the Pivot Charter School Board. The Review Team comprised of district Charter Schools Office staff, as well as district experts from Human Resources, Curriculum/Instruction, Assessment, and Business/Finance participated in the review process.

The school administrators and district reviewers were provided a contract renewal review checklist with clear performance criteria. Reviewers evaluated each criterion based upon evidence provided and a final rating was given:

Rating	Description
Meets	The school meets criteria as evidence by review, observation, or interview.
Partially Meets	The school meets some aspects of the criteria as evidenced by review, observation, or interview, but moderate concerns are noted.
Does Not Meet	The school does not meet the criteria as evidenced by review, observation, or interview and severe concerns are noted.

Pivot Charter School successfully met the majority of performance criteria as evidenced in the following pages. A detailed criteria checklist with staff findings, commendations and recommendations has been compiled and provided to the school to assist with continual growth. This report is also on file in the Charter Schools Office.

Per Florida Statute 1002.33(7)(c)1 which states, “A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented.”

Recommendations:

Financial Performance Criteria

- *Ensure that the school works within the budget or amend budget to accommodate for line items over budget.*
- *Ensure that the school continues to review expenses to avoid ending in deficit and exceeding budgeted line items. Currently, the school is working to decrease the deficit fund balance.*

Based on the successful review of the school a (5) year contract renewal is recommended.

Educational Performance Criteria	Meets	Partially Meets	Does Not Meet
Curriculum & Instruction			
a. A research-based reading program is being implemented as designed on a consistent basis for reading interventions/intensive reading for Level 1 and 2 students.	X		
b. Research-based supplemental reading intervention materials are being used to support the reading program.	X		
c. A research-based core ELA program is being implemented on a consistent basis that aligns to Florida Standards and the FLDOE instructional materials adoption list.	X		
d. Reading intervention teachers are reading certified or reading endorsed. Administrator has a plan in place for how to manage this requirement at the school.	X		
e. Evidence that professional development opportunities are made available to teachers and are in alignment with the schools continuous improvement needs.	X		
f. Subject areas and grade levels clearly identified in the lesson plans.	X		
g. Delivery method the teacher will use to meet the instructional target is clearly identified in the lesson plan. Lessons are targeted to Florida Standards and specific student objectives.	X		
h. ESOL strategies and accommodations are clearly identified in the lesson plans, and by lesson.	X		
i. ESE and/or 504 accommodations are clearly identified in the lesson plans and identified by student.	X		
j. Instruction is differentiated (based on data) to meet the needs of all students, both whole and small groupings. Differentiated instructional strategies (whole vs. small group) are clearly identified in the lesson plans.	X		
k. FSA ELA Level 1 and 2 students are receiving the required reading intervention to meet their specific needs. Instructional time is identified in the school’s master schedule.	X		
l. Multi-tiered Systems of Support (MTSS) are in place to support students requiring interventions in academics, attendance, and behavior.	X		
m. Evidence of Early Warning System data and a narrative describing MTSS support services provided to students	X		
n. The school has implemented a process to track and monitor student retentions (current year retainees and students retained two or more times).	X		
o. Evidence of a course recovery/grade forgiveness process.	X		
p. A problem solving leadership team is conducting data analysis, analyzing progress monitoring reports, and providing meeting discussion notes	X		
q. The school utilizes universal screening data to identify students in need of Tier II supplemental and Tier III intensive interventions	X		
r. Evidence of scheduled Tier II and Tier III intensive interventions occurring on a consistent basis.	X		

Educational Performance Criteria	Meets	Partially Meets	Does Not Meet
Assessment			
a. Students participate in all age appropriate state assessments.	X		
b. There is a designated state certified test coordinator who attends required District meetings.	X		
c. Evidence of a school-wide assessment plan that includes baseline, progress monitoring, formatives, and summative assessments for all grade levels, including a norm-referenced test (NRT) for grades 1 and 2 as applicable, and assesses all students periodically throughout the school year.	X		
d. Evidence that staff receives training in test administration.	X		
e. Evidence that parents are notified of testing dates.	X		
f. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
Exceptional Student Education (ESE)			
a. 504 meetings are held within 30-days of receipt of request	X		
b. 504 plans are up-to-date, implemented, and followed.	X		
c. All documentation of 504 accommodations are provided for all eligible students.	X		
d. Evidence that all J-screens are up-to-date.	X		
e. Required three year reevaluations are completed on or before the due date. (IEPs)	X		
f. ESE students - IEPs are current.	X		
Exceptional Student Education (ESE)			
g. Procedures are in place and followed for determining eligibility and/or placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
h. Service delivery models implemented at the school align with the level of service indicated in the application.	X		
i. Evidence that the process for Initial and Annual IEP's is followed.	X		
j. Eligibility meetings are scheduled within best practice guidelines and all documents are properly drafted prior to holding the meeting.	X		
k. The process for students transferring from out of state is followed.	X		
l. Transferring IEP's are completed within 15-days of receipt.	X		
m. Evidence that the school follows the District's Special Programs and Procedures document.	X		
n. Evidence that Procedural Safeguards were provided to parents upon initial consent for evaluation and upon initial placement in ESE.	X		
o. Evidence that the Procedural Safeguards are provided annually to parents.	X		
p. Procedures for gifted identification are followed. (Screening, correct cut-off scores, correct permission signed, etc.	X		
q. Gifted eligibility meetings are held.	X		
r. Educational Plans (EP) are current and compliant.	X		
s. Personnel involved in IEP development are appropriately trained. School ESE Personnel attend ESE Trainings. <i>As needed.</i>	X		
t. Classroom teachers are aware of the ESE and 504 students in their classroom and are implementing accommodations according to the IEP or 504 Plan; and are regular participants in IEP meetings.	X		
u. Gifted services match the EP and are delivered by a certified teacher.	X		
v. Matrices are completed/updated after each IEP meeting by trained personnel and reviewed by the District.	X		
w. ESE education and related services are being delivered as indicated on the student's IEP. (Provide documentation indicating dates, times & goals addressed.)	X		
x. Appropriate original documentation and forms are filed in the ESE folder housed in the cumulative record.	X		
English Language Learners (ELL)			
a. All required testing is completed within appropriate testing timelines and accurately documented.	X		
b. LF Monitoring is up-to-date/in compliance and visible in Ellevation platform and posted in Mainframe	X		
c. School ESOL personnel attend ESOL trainings.)	X		

Educational/Organizational Performance Criteria	Meets	Partially Meets	Does Not Meet
d. The ESOL program meets all requirements to ensure compliance with the Consent Decree, District, state and federal guidelines.	X		
e. Upon receipt of the registration form, the Home Language Survey is reviewed for completion and accuracy by school personnel.	X		
f. The registration form is placed in the student's ELL folder; the survey date is entered in the mainframe.	X		
g. Copies of ELL documentation is available, as well as testing information for eligible students in the backup ESOL resource folder.	X		
h. ELL folders/paperwork/student plans are accurately updated and in compliance.	X		
i. Appropriate accommodations are provided daily in the instructional and testing environment.	X		
j. Classroom environment supports language development.	X		
k. Parent Involvement opportunity for ELL parents/guardians is provided.	X		
l. The school registration form includes the Home Language Survey and United States entry questions.	X		
m. Evidence that an ELL Committee has been established and functions according to District guidelines.	X		
n. Evidence that the ELL Committee meets to discuss ELL student retentions.	X		
o. Comprehensible instruction through the use of ESOL strategies is being delivered in the classroom and documented on the ESOL Strategies Checklist. Checklists for previous years are on file.	X		
School-Parent Communication			
a. Parents are provided with sufficient information related to student achievement and promotion requirements (including mandatory retention in 3 rd grade, graduation requirements and diploma options.	X		
b. Parents are aware of how to contact the Governing Board.	X		
c. Parents are kept informed of student progress, student programs, student attendance and the availability of academic assistance.	X		
d. Parents/guardians receive the Parent/Student Handbook which includes grievance policies and the schools adopted code of conduct.	X		
e. If parent/student contracts are utilized, parents have received a copy and are aware of the stipulations they have agreed to and associated consequences.	X		
Student Support Services			
a. The student Code of Conduct includes levels of behavior and appropriate consequences and follows the District's procedures for change of placements/ school environment.	X		
b. The school reports/records student discipline in a timely manner in EdConnect.	X		
c. The District student mainframe is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.	X		
d. Students' grades have been recorded in the mainframe for middle and high school students.	X		
e. Attendance (excused/unexcused absences and tardies) is reported/recorded in the mainframe.	X		
f. Staff responsible for data management attends the District training to ensure accuracy of data.	X		
g. Withdrawn student records are released in a timely manner.	X		
h. Evidence that staffing information is appropriately reported in the Lawson system including teacher/leader evaluations.	X		
i. All immunization records are current and entered into mainframe.	X		
j. Application process does not create a barrier or inequitable opportunity to access the school.	X		
k. Evidence of lottery process that is publicly available.	X		
l. Health services are managed appropriately, including the administering of medication.	X		
m. Student records are appropriately stored, managed, and organized according to the Cum. Folder Checklist.	X		
n. Student records are in a secure location, locked in a fireproof cabinet/room; accessible to staff and monitored through a records checkout process.	X		
o. Evidence that staff is trained in safety and emergency procedures.	X		
p. Enrollment/Registration procedures are clear and consistent and follow state statute.	X		
q. Middle and high schools adhere to clear student withdrawal procedures and utilize appropriate withdrawal forms to ensure appropriate transfer of grades.	X		
r. Auditable attendance documents are created and maintained in an organized manner.	X		

Organizational Performance Criteria	Meets	Partially Meets	Does Not Meet
Governance			
a. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should always be available upon request.	X		
b. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.	X		
c. Provide an organization chart for the school that includes reporting lines.	X		
d. Parents are informed about the procedures by which the charter school resolves disputes and how to register complaints.	X		
e. Board members handle parent complaints and concerns in a timely manner.	X		
f. Governing board meeting announcements and meeting schedule are posted.	X		
g. Governing board's participation in the school leader's evaluation according to the adopted evaluation plan is evident.	X		
h. The school has established community partnerships.	X		
i. The governing board maintains an arm's length relationship with the management company and holds them accountable to agreement terms. <i>(As applicable)</i>	X		
Human Resources			
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. <i>(Evidenced in minutes)</i>	X		
b. Out of field teachers have been approved by the District and the charter school board and have been communicated to parents by October and February FTE. <i>(Out-of-field letters)</i>	X		
c. A complete list of charter school employees is available and includes the employee's name and job assignment(s).	X		
d. Personnel files are maintained appropriately including copies of specified employee documentation.	X		
Compliance			
a. Compliance documents are submitted on Charters.Link consistently according to due date or expiration date assigned.	X		
b. The school's website is kept in compliance with the required information available to all stakeholders.	X		
Facilities			
a. Evidence that procedures are in place to manage and regulate hazardous materials.	X		
b. Facilities and grounds are clean and well maintained.	X		
c. There are no religious symbols, statues, artifacts, etc. on or about the property and facility where the school operates.	X		
d. Emergency procedures and exits are posted in every room throughout the school.	X		
Transportation Services			
a. Evidence transportation provided is consistent with requirements. A transportation agreement is on file.	X		
b. Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured. If it is a bus, evidence driver certification is required.	N/A		
c. Evidence that any vehicle used to transport students has been inspected and maintained every thirty days.	N/A		
d. School has information on file regarding all students transported by bus or van.	N/A		
e. Evidence that bus or van evacuation drills occur biannually. <i>(As applicable)</i>	N/A		
f. School has information on file related to contracted transportation services and/or information related to parent/guardian/other driver student transportation situations.	X		
g. Evidence that transportation is not a barrier to equal access to the charter program.	X		
h. The students have been appropriately coded in the District data management system.	X		
Food Service			
a. Evidence that paper work has been completed to ensure the appropriate operation of the free and reduced lunch opportunities for families eligible for free and reduced lunch meals.	X		
b. Free and reduced lunch applications are current and on file.	X		

Organizational/Financial Performance Criteria		Meets	Partially Meets	Does Not Meet
Food Service				
	c. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	N/A		
	d. Evidence of a food service program that ensures nutritious meals for students. (Non NSLP schools).	N/A		
	e. Food service facilities are clean, operational, and well maintained.	N/A		
Financial Operations				
Budget Preparation	a. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
	b. Evidence that estimates are reasonably accurate. Recommendation: Ensure that the school works within the budget or amend budget to accommodate for line items over budget.		X	
	c. Evidence that budget has been approved by Governing Board and is monitored regularly to safeguard finances. Copy of minutes for the last three (3) years.	X		
	d. Evidence that RedBook is being used. (Copy of chart of accounts)	X		
	e. Evidence of original budgets for the last three (3) years. (Actual or copies.)	X		
Financial Accounting	a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay.	X		
	b. Evidence that expenditures do not exceed available resources in each fund. Recommendation: Ensure that the school continues to review expenses to avoid ending in deficit and exceeding budgeted line items. Currently, the school is working to decrease the deficit fund balance.		X	
	c. Evidence that monthly financial statements and budget amendments are filed timely with the District. (Copies for the last three (3) years)	X		
	d. Evidence that annual audit is consistent with GASB 34 requirements and submitted by the required date.	X		
	e. Evidence that the internal auditor conducts an interview with the principal to report any findings. A report is then submitted to the Governing Board, the District, and DOE within 14 working days after the interview with the auditor.	X		
	f. Evidence that the Annual Report includes documentation of charter school’s financial status.	X		
	g. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual)	X		
	h. Evidence that capital projects allocations are expended in accordance with approved plan.	X		
	i. Established system of accounting for fixed assets in accordance with Rules of the State Chief Financial Officer. (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.)	X		
	j. Evidence of a property inventory, records, and asset tags for the last three (3) years. (Copy of inventory procedures.)	X		
	k. Evidence of internal controls and proof of Governing Board approval. (Provide minutes.)	X		
	l. Evidence of payroll warrants or register for the (3) years. (Actual or copies for 3 years.)	X		
	m. Evidence of Quarterly Federal Payroll Tax Returns (form 941) or proof of payroll taxes paid the last three (3) years.	X		
	n. Evidence of accounts payable register to include cancelled checks, bank statements and credit card statements for the last three (3) years. (Actual or copies for 3 years) Met financial obligations to all vendors. (Actual or copies of all invoices.)	X		
	o. Evidence of payments and receipts for Teacher Lead Funds. (Actual or copies for 3 years.)	X		
Grants Accounting	a. Established grant accounting procedures. (Copy of or access to procedures manual.)	X		
	b. Evidence that grant files are adequately maintained. (Access to grant files.) If applicable.	X		
	c. Evidence that grant files are maintained three (3) years after the grant period ends.	X		

**HILLSBOROUGH COUNTY PUBLIC SCHOOLS
CHARTER SCHOOL CONTRACT**

THIS CHARTER SCHOOL CONTRACT (hereinafter referred to as the "Charter"), entered into this 14th day of June, 2016, is between THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, a public corporate body operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), Pivot Education Inc. d/b/a Pivot Charter School a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "School").

WHEREAS, the Sponsor is desirous of supporting high performing and innovative charter schools pursuant to §1002.33, Florida Statutes, that are designed to and will enhance the education of Hillsborough County students; and

WHEREAS, the School is desirous of opening, maintaining and operating a charter school pursuant to §1002.33, Florida Statutes, for the purposes set forth herein and in the School's charter school application, which is attached hereto as Appendix I and incorporated herein by reference, to provide the education of those Hillsborough County students who choose to attend the School; and

WHEREAS, the School shall be part of the State's program of public education and fully recognized as a public school.

NOW, THEREFORE, pursuant to §1002.33, Florida Statutes, the Sponsor and the School do hereby agree as follows:

PART 1: GENERAL PROVISIONS

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Application: The School's approved application to operate a charter school is appended hereto as Appendix I and is incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix I, the provision of this Charter shall prevail. If any provision of this charter is, or becomes, inconsistent with any applicable Florida law, the law will prevail.
3. Term: This Charter shall become effective on June 14, 2016, or upon signing by both parties, whichever date is later, and shall cover a term of 5 years, commencing on July 1, 2016 and ending on June 30, 2021. This Charter is subject to annual review and may not be renewed or may be terminated as hereinafter provided.
4. Charter Renewal: This Charter may be renewed at the end of the contract term by mutual written agreement of the parties pursuant to Florida law, provided that the program review demonstrates that the criteria in §1002.33 (7)(a), Florida Statutes, have been successfully accomplished and that none of the grounds for non-renewal established by §1002.33 (8)(a), Florida Statutes, have been documented.
5. Fifteen Year Charter Renewal: In order to facilitate long-term financing for school construction, the School is eligible for a fifteen (15) year renewal if the School: (a) has been in operation for a minimum of three years; and (b) demonstrates exemplary academic programming

and fiscal management; and (c) has received a school grade of “A” or “B” pursuant to § 1008.34 in each of three of the last four years; and (d) is not in state of financial emergency or deficit position as defined in §1002.3(7); and has fully complied with all obligations imposed by the charter; or (d) is a high-performing charter school as defined by § 1002.331(1). A renewal granted to this part is subject to annual review and may be terminated during the term of the charter.

6. Charter Modification: This Charter may be modified during its initial term, or any renewal term, upon recommendation of the Sponsor or the School’s governing board and the approval of the Sponsor and the School, provided that such modification is in writing and executed by both parties’ governing bodies at an open public session.

7. Non-renewal or Termination: At the end of the Charter’s initial term, or any renewal term, the Sponsor may choose not to renew or may terminate the Charter for any of the following grounds:

- (a) Failure to participate in the state’s education accountability system, created in §1008.31 and as required under §1002.33, or failure to meet the requirements for student performance stated in this Charter, including the incorporated application attached in Appendix I. Should the School receive a grade of “F” from the Florida Department of Education (hereinafter referred to as the “DOE”) in two (2) consecutive years, or in two (2) of four (4) consecutive years, this will constitute grounds for termination of the Charter. In the event that the School is not graded by the Department of Education, the Sponsor will calculate the equivalent grade using the state standards. If the School’s students’ FCAT performance is equivalent to a grade of “F” in two (2) consecutive years, or in two (2) of four (4) consecutive years, this will constitute grounds for termination of the Charter.
- (b) Failure to meet generally accepted standards of fiscal management. Should the School end its fiscal year in a deficit for two (2) consecutive years, this will constitute grounds for termination of the Charter.
- (c) Violation of law.
- (d) Violation of provisions in the Charter.
- (e) Other good cause shown.

8. Immediate Termination of Charter: During the initial term of the Charter, or any renewal term, the Charter may be terminated immediately by the Sponsor if the Sponsor determines that immediate and serious danger to the health, safety, or welfare of the School’s students exists. The Sponsor must reasonably detail the basis for termination in writing, which must be provided to the School’s governing body at the time of termination or as otherwise required by Florida Statutes. The School’s governing body may request a hearing pursuant to §1002.33(8)(b), Florida Statutes. The School’s Governing Body may appeal the Sponsor’s decision to terminate its Charter pursuant to 120.68, Florida Statutes.

9. Notice of Non-renewal or Termination by Sponsor: If the Sponsor intends not to renew or to terminate the Charter, except when terminating the Charter immediately pursuant to Part 1 (8) above, it shall notify the School of its proposed action in writing at least ninety (90) calendar days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within fourteen (14) calendar days of receiving the notice, request a hearing before the Sponsor. If such hearing is requested, the Sponsor shall conduct the hearing within sixty (60) calendar days of receiving the School’s written request pursuant to the

hearing procedures set forth in §1002.33(8)(b), Florida Statutes. If the Charter is not renewed or is terminated pursuant to this paragraph, the Sponsor shall, within ten (10) calendar days, articulate in writing the specific reasons for its non-renewal or termination of the Charter and provide a letter of non-renewal or termination and documentation supporting the reasons to the School's governing body, the School's director/principal, and the Department of Education. The School's governing body may, within thirty (30) calendar days after receiving the Sponsor's final order to refuse to renew or to terminate the Charter, appeal the decision pursuant to the procedure established in §120.68.

10. Notice of Non-renewal by School: If the School desires not to renew the Charter at the end of the term, then it shall notify the Sponsor in writing of its intent to not renew at least ninety (90) calendar days prior to the date of the Charter's expiration.

11. Property of the School: The School acknowledges that any and all real and personal property which is leased, purchased, or otherwise acquired by the School, through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida, shall be used solely by the School for purposes related to the operation of the School. The School shall not enter into any contract which allows funds provided by or through the Sponsor or the State of Florida to be used directly or indirectly by any entity other than the School to own or acquire any real or personal property, nor shall the School allow any real or personal property leased, purchased or otherwise acquired through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida, to be titled in the name of any entity other than the School.

12. Dissolution of School: The School acknowledges that, in the event that the School ceases to operate as a charter school, or the School's Charter is not renewed or terminated for any reason whatsoever, then the School shall be dissolved and any unencumbered public funds, except for capital outlay funds, from the School shall revert to the Sponsor. Capital outlay funds provided pursuant to §1013.62, Florida Statutes, and federal charter school program grant funds that are unencumbered shall revert to the Department of Education to be redistributed among all eligible charter schools. The ownership of all real and personal property purchased or otherwise acquired through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida shall automatically revert to ownership by the Sponsor or the State of Florida, as set forth in §1002.33(8)(e), Florida Statutes. The School shall not enter into any contract which would interfere with the right of the Sponsor to assert title on its own behalf or on behalf of the State of Florida in the event of termination of the Charter for any reason.

Within ten (10) calendar days of the School's dissolution, the School shall deliver the real and personal property to the Sponsor, or, with the Sponsor's approval, the School may pay to the Sponsor the fair market value of the Sponsor's interest in the property, as determined by the Sponsor, after the complete satisfaction of all lawful liens or encumbrances. The School shall execute all documents to accomplish the transfer of title as may reasonably be determined by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or nonpublic funds, ownership of the asset will revert to the Sponsor. Independent donations or pledges of support to the School shall not be considered public funds or property. If property is acquired through the use of funds obtained by or through the Sponsor or the State of Florida and funds from other sources, then the ownership of the property will be determined by the proportion of the type of funds used for the acquisition.

13. Transfer of Records: Upon the termination, immediate termination, non-renewal or expiration of the Charter pursuant to Part 1 (7) and (8) above, the School agrees to submit all school records and student records to the Sponsor immediately and without delay (regardless of whether the School chooses to appeal the termination) or upon mutual agreement between the School and the Sponsor.

14. Post Termination Provisions:

- (a) If the Charter 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 sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
- (b) In the event of termination or non-renewal of the charter, 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.
- (c) In the event of termination or non-renewal, any students enrolled in the school may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.
- (d) Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 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.

The School also agrees to submit all other records, including financial records, to the Sponsor no later than fifteen (15) days after its receipt of the Sponsor's written findings. Also, if the Charter is terminated immediately, no later than three (3) days after its receipt of the Sponsor's written findings, the School agrees to submit to the Sponsor its itemized schedule of real and personal property, including item description, vendor, purchase price, purchase date and useful life as required under Governmental Accounting Standards, and a list of all bank accounts formerly or currently held by the

School, including the account name, number, and balance. The actions upon termination described in this paragraph shall be taken without regard to whether the School chooses to exercise its right to appeal the Sponsor's decision to terminate the Charter; in the event that the School appeals the termination decision, the information provided by the School shall be used by the Sponsor to freeze the described assets pending a final appeal decision by the State Board of Education pursuant to Florida Statutes.

15. School's Debts: If the Charter expires and is not renewed or is terminated, the School's remaining debts, if any, shall be paid in accordance with Chapter 96-186, Laws of Florida, and other appropriate provisions of state law. Also, Pivot Education, Inc., shall be responsible for all of the debts of the School. The Sponsor shall not assume the debt from any contract created for services or other indebtedness between the governing body of the School (or any Guarantor) and any third party, except for a debt for which the Sponsor and the School previously agreed in writing would be paid by the Sponsor.

16. Dispute Resolution: Subject to the applicable provisions of §1002.33, Florida Statutes, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

- (a) The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action. The correspondence shall indicate that the grieving party is acting pursuant to this Charter provision.
- (b) The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.
- (c) If the representatives are unable to reach agreement, they shall submit to mediation services provided by the Department of Education as set forth in §1002.33(6)(h), Florida Statutes. They will jointly agree upon a mediator, who will meet with the parties separately and/or together to assist them in resolving the problem. The cost of mediation shall be shared equally by the parties.
- (d) Upon resolution of the problem, the responsible personnel from both parties will develop and execute a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.
- (e) If efforts at agreement within a reasonable time are unsuccessful, the parties may pursue the available legal remedies, in accordance with §1002.33(6)(h).

17. Statutory Requirements: The School shall operate in accordance with its charter and shall be exempt from all statutes in chapters 1000-1013. However, the School shall comply with the following statutes in chapters 1000-1013:

1. Those statutes specifically applying to charter schools, including §1002.33(16).
2. Those statutes pertaining to the student assessment program and school grading system.
3. Those statutes pertaining to the provision of services to students with disabilities,
4. Those statutes pertaining to civil rights, including §1000.05, relating to discrimination.
5. Those statutes pertaining to student health, safety, and welfare.

(a) The School also shall be in compliance with the following statutes:

1. Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties.
2. Chapter 119, relating to public records.
3. Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to §1003.03 shall be the average at the school level.
4. Section 1012.22(1)(c), relating to compensation and salary schedules.
5. Section 1012.33(5), relating to workforce reductions.
6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011.
7. Section 1012.34, relating to the substantive requirements for performance evaluations for instructional personnel and school administrators.

18. Annual Progress Report: The governing body of the School shall make annual progress reports to the Sponsor, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as other annual school accountability reports are submitted. Each year, the School shall submit the Annual Report for the immediately preceding year to the Sponsor by a date determined by the State Department of Education. The Annual Report shall contain at least the following information, but the Sponsor reserves the right to request additional student performance information:

- (a) A description of the School's progress toward achieving the goals outlined in its charter school application, the Charter and its appendices, and the goals stated in its prior Annual Reports. The goals in each of these documents must be consistent and aligned with the guiding mission and purposes of the School.
- (b) The information required in the Annual Report pursuant to §§1008.31 and 1008.345, Florida Statutes. The School is subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the School's performance projections identified in the Charter.

The School shall identify reasons for any difference between projected and actual student performance. The School agrees to utilize data provided through participation with the Sponsor in electronic processing systems pertaining to admissions, registration, and student records.

- (c) The independent auditor's report on the annual financial audit of the School, as set forth in Part 4 (9) below, including all required auditor reports, the audited financial statements, including all required financial statement disclosures, and any additional supplementary information required by the Governmental Accounting Standards Board ("GASB"). The report shall also include the financial records of the School, including but not limited to its revenue and expenditures, at a level of detail that allows for an analysis of the School's ability to meet financial obligations and timely repay debt.
 - (d) A list of the instructional staff and their credentials, specifying the proportion of instructional staff who hold professional or temporary certificates, the proportion of instructional staff teaching in-field or out-of-field, the courses each staff member taught the previous year and will teach the subsequent year, and each staff member's "highly qualified" status. The report shall include descriptive information about all personnel within the School, including salary and benefit levels of employees.
 - (e) A student discipline summary.
 - (f) Documentation of the facilities the School currently uses or plans to use for instructional, administrative, or investment purposes.
19. Required Pre-Opening Reports/Documents: Prior to the School's opening, the School will provide to the Sponsor:
- (a) The School's Policies and Procedures Manual.
 - (b) A list of the members of the School's Governing Board.
 - (c) All documents relating to the School's facility, including all required zoning, certificate of occupancy, fire and other inspections as specified in Paragraph D(2) and (3).
20. Annual Reports: The School will provide to the Sponsor by a given due date of each year:
- (a) The annual student achievement report.
 - (b) The annual audit.
 - (c) The program cost report.
 - (d) The annual inventory report.

- (e) The School's policies and procedures.
- (f) The School's Student Code of Conduct.
- (g) The Disaster preparedness plan.
- (h) The School's dismissal policies and procedures.
- (i) The Employee handbook.
- (j) The School's parental contract.
- (k) The School's Governing Board members.

The school will provide to the sponsor by November 15th of each year:

- (a) The annual projected enrollment for the next school year.
- (b) The annual capacity determination for the next school year.
- (c) The admissions and enrollment plan for the next school year.
- (d) Class size for the next school year.

21. Monthly Reports: The School will provide to the Sponsor the financial statements required by Florida Department of Education Rule by the last day of each month following the month to be reported. Upon designation of the School as a high performing school pursuant to §1002.331, Florida Statutes, it will provide such financial statements on a quarterly basis by the last day of the month following the quarter to be reported.

22. Budget: The School shall provide to the Sponsor by May 31st of each year the School's budget for the next fiscal year.

23. Other Reports: The parties agree that the Sponsor, with notice, may request at any time, and the School shall provide, reports on student performance and progress at the School, such as report cards, progress reports, or other instruments or documents being used to measure and report student performance and progress. Also, the School agrees to do an annual cost accounting and provide such information to the Sponsor. Further, by July 1 of each year, the School agrees to provide to the Sponsor a Records Report for the immediately preceding school year, which shall list all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor, or other disposition, if appropriate).

24. Record Keeping: The School will ensure that all student records are kept confidential as required by applicable state and federal law, including the Family Educational Rights and Privacy Act ("FERPA"). The School shall maintain all student data reporting elements in the Sponsor's

Student Information System. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code.

- (a) **Access to Records:** The School shall maintain both active and archival records for current/former students in accordance with §1002.22, Florida Statutes, and all other applicable laws and the Sponsor, utilizing the Sponsor's established student data system recording procedures. The School shall provide copies of such records to parents and the Sponsor as requested. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the School.
- (b) **Records of Departing Students:** All Permanent records of students leaving the School, whether by graduation, or transfer to a Hillsborough County Public School will be transferred to the receiving school. Students withdrawing to attend another school, outside the county will have the permanent records copied and sent to the receiving school and/or the Sponsor in accordance with Florida Statutes. All original permanent records will be held by the Charter School according to Florida Statute (five years for elementary and middle school students and one year for high school students). The School will be expected to record such transfers, utilizing the Sponsor's established data system. The School shall retain copies of the departing student's records created during the student's attendance at the School for five (5) years. Records of student progress will be transferred to the appropriate school if a student withdraws to return to a Hillsborough County Public School or to another school district.

The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including IEPs, of students choosing to attend the School. All cumulative folders and permanent records of students leaving the School to attend a school outside of the Hillsborough County Public School District will be copied and forwarded to the receiving school. The original cumulative folder and permanent record will be filed with the School's inactive student records and transferred to the sponsor in accordance with Florida Statutes.

- (c) **Exceptional Student Education Records:** The student records for exceptional student education, eligibility, staffing, and Individual Education Program ("IEP") reviews shall be current. The Sponsor agrees to cooperate with the School to provide cumulative folders, teacher resource folders and permanent records, including IEPs. The original special education records shall be sent to Central Files. Student records for students receiving services under Section 504 of the Rehabilitation Act of 1973 shall be current.
- (d) **Personnel Records:** The School shall keep true and complete copies of the personnel files for all persons employed by the School at a readily accessible location in the School, which shall be open to public inspection as provided by law. The School shall also maintain all personnel data in the Human Resource application maintained by the Sponsor.
- (e) **Access to Technology:** The School site administrator may request login access to the required applications maintained by the Sponsor for School staff whose names appear in the Sponsor's Human Resource System and who have successfully completed the training necessary for use of the application for which they are requesting access. School staff that is granted login access to the applications maintained by the Sponsor

shall abide by all Sponsor technology usage agreements or risk having their access revoked.

25. Contract with Outside Entity: In the event that the School contracts with any person or entity other than the Sponsor during the term of the Charter, the School will require such person or entity to comply with the terms and conditions set forth in the Charter, as well as with §§ 1002.33 and 1013.62, Florida Statutes, and any regulations adopted by the State Board of Education or other state agency, or amendments thereto, relating to charter schools.

26. Sharing Board of Directors: In the event that the School is operated by a Board of Directors which simultaneously operates another charter school affiliated with the Sponsor, the School shall be organized and accounted for as a separate entity from any other charter school. The School shall submit its applications, FTE report and other financial reports, non-profit status reports, and any other filing required by this Charter, as a distinct entity, separate and apart from that of any other charter school.

27. Class Size Amendment: The School shall comply with Section 1 of Article IX of the Florida Constitution that was amended in November 2002 to provide that, by the beginning of the 2010-2011 school year, the maximum number of students in core curricula courses assigned to a teacher in each of the following three grade ranges, as averaged at the School level or as otherwise provided by law, shall be:

- Eighteen (18) students in Pre-Kindergarten through Grade 3
- Twenty-two (22) students in Grades 4-8
- Twenty-five (25) students in Grades 9-12

Core curricula courses for class size reduction are those belonging to the following areas: mathematics, language arts/reading, science, social studies, foreign language, English for Speakers of Other Languages (ESOL), Exceptional Student Education (ESE), and courses taught in traditional, self-contained elementary school classrooms. Specific legal descriptions of these courses may be found in §1003.01(14), Florida Statutes.

PART 2: ACADEMIC ACCOUNTABILITY

1. Implementation: The School agrees to implement its educational and non-educational programs as specified in its approved application and as stated in this Charter, setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identity and acquisition of appropriate technologies needed to improve educational and administrative performance. The outline of the School's curriculum shall be submitted to and approved by the Sponsor. The Sponsor shall ensure that the School's curriculum is innovative and consistent with the State education goals established by §1000.03, Florida Statutes. The Florida Department of Education (FDOE) Next Generation Sunshine State Standards or Florida Standards - whichever is adopted by the Florida Department of Education for the subject area shall be used as the curriculum guideline. The outline of the School's curriculum shall be submitted to and approved

by the Sponsor. The School will provide instruction each year for at least the number of days required by law for other public schools.

The School agrees to implement a program of study consistent with the educational and behavioral needs of the students and consistent with the state educational goals established by §1006.22, Florida Statutes. During the first year of the Charter, the School agrees to determine and implement the current baseline of achievement, the outcomes to be achieved, and the methods of measurements mutually agreed upon and identified in the School's application. All primary academic goals and objectives shall be measured by student performance on the Florida Comprehensive Achievement Test (FCAT), or the Florida State Standards Assessment (FSA). Such goals and objectives shall be amended and modified annually, included in Appendix I of this Charter, and thereafter will become part of this Charter.

The Sponsor's review of the School's progress toward meeting its student achievement goals and objectives will inform decisions related to the renewal, non-renewal or termination of this Charter. In addition to evaluating the School's success in achieving the objectives stated in the application and the Charter, all charter schools will be held accountable for meeting the state's student performance requirements as delineated in State Board of Administrative Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability* (specific authority §§1001.02, 1008.33, and 1008.345, Florida Statutes)

2. Non-Sectarian: The School agrees that the School's programs, admission policies, employment practices, and operations shall be non-sectarian. The School will not display at, or affix to, its facility any partisan religious or political symbols, statutes or articles.

3. Assessment Programs: The students attending the School shall participate in all statewide assessments required by the DOE, and will participate in an assessment program that mirrors the countywide assessment of the Sponsor's traditional school students enrolled in comparable grades/schools. The methods to be used to identify the educational strengths and needs of students and the educational goals, objectives and performance standards are set forth in Appendix I. In addition, first-grade and second-grade students will participate in the Sponsor's administration of the Stanford test or a nationally recognized norm-referenced assessment, as approved by the Sponsor. For students with an IEP, the School will participate in all assessments as determined by the IEP committee. The Sponsor will provide consultation and those services/support activities routinely provided to the Sponsor's staff regarding the implementation of state- and district-required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School agrees to comply with the state- and district-defined procedures for administering and handling state and district testing. The School agrees that its students will be assessed within the timeframe required for the Sponsor's other public schools.

4. Accommodations: Exceptional Student Education (ESE) students' IEPs will document the type of assessment (regular or alternate) and any accommodations needed. All active Section 504 and ELL students' individual 504 and ELL plans will document any accommodations needed.

5. Testing Security: All testing shall be conducted according to security rules in applicable test manuals, Florida Statutes, and Chapter 6A-10.042 State Board of Education, Administrative Rules. The Sponsor reserves the right to send proctors to the School during State assessment days to monitor test security and the processes used in test administration to ensure the integrity of the School's testing and assessment program.

6. Progress Monitoring: The Sponsor shall monitor the School in its progress toward stated goals as required by §1002.33, Florida Statutes, and the School shall be accountable to the Sponsor for performance. The School will obtain a current baseline standard of achievement for each student in reading, writing, and mathematics through a beginning-of-the-year academic assessment or academic records analysis, curriculum-based and teacher-made tests, process-and-product orientation portfolios, teacher observations, parent-teacher conferences, and classroom performance. The results of the assessment or analysis will be documented and shared with parents. The School will also establish goals, objectives, and strategies to meet stated goals, and assess and monitor student gains. This information will be updated on an annual basis and included in the School's Annual Report.

6a. "D" or "F" Grade: If the School receives a "D" or "F" pursuant to s. 1008.34(2), the director of the School and a representative of the School's governing board will appear before the Sponsor to present information concerning each component of this Contract having noted deficiencies. The representative of the School and a representative of the School's governing board shall submit to the Sponsor for approval a school improvement plan to raise student achievement. Upon the Sponsor's approval of the improvement plan, the School shall begin implementation of the school improvement plan.

6b(1). Consecutive Grades of "D" or "F": If the School earns three (3) consecutive grades of "D," two consecutive grades of "D" followed by a grade of "F," or two (2) consecutive grades of "F" within a three-year period, the School will choose one (1) of the following corrective actions:

(I). Contract for educational services to be provided directly to students, instructional personnel, and school administrators, as prescribed by state board of education rule;

(II). Contract with an outside entity that has a demonstrated record of effectiveness to operate the school;

(III). Reorganize the school under a new director or principal who is authorized to hire new staff; or

(IV). Voluntarily close the School.

(2). The School must implement the corrective action in the school year following receipt of a third consecutive grade of "D," a grade of "F" following two (2) consecutive grades of "D," or a second nonconsecutive grade of "F" within a three-year period.

(3). The School will no longer be required to implement a corrective action if it improves by at least one (1) letter grade. However, the School must continue to implement

strategies identified in the school improvement plan. The Sponsor will annually review implementation of the school improvement plan to monitor the school's improvement plan to monitor the school's continued improvement pursuant to subparagraph 5.

(4). If the School does not improve by at least one letter grade after two (2) years of implementing the corrective action required by subparagraph 6(b)(1), it must select a different corrective action that must be implemented in the school year following implementation period of the existing corrective action, unless the Sponsor determined that the School is likely to improve a letter grade if additional time is provided to implement the existing corrective action.

(5). The School must continue to implement the strategies identified in then school improvement plan if the School improves by at least one (1) letter grade after earning a "D" or "F" grade.

(6). Notwithstanding anything contained in, or provided by, this section 6, the Sponsor will terminate the School if it earns two (2) consecutive grades of "F," except as otherwise is provided in §1002.33(9)(n)(4)(a-c).

6c. Annual School Presentation: The School's director and a representative of the school's governing board that has implemented a school improvement plan will appear before the Sponsor at least once a year to present information regarding the progress of intervention and support strategies implemented by the School pursuant to the school improvement plan and corrective actions, if applicable. The Sponsor shall communicate at the meeting, and in writing, the services provided to the School to help the school address the deficiencies.

6d. Authority to Terminate: Notwithstanding any provision of Part 2 (4) above, the Sponsor may terminate the Charter at any time pursuant to Part 1 (7) and (8) above.

7. Reading Program: The School is expected to implement a reading curriculum that is consistent with effective teaching strategies that are grounded in scientifically based reading research as stated in §1002.33(6)(a)(4) and (7)(a)(2), Florida Statutes. The School will ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level.

8. Secondary Charter Schools: In secondary charter schools, the School shall comply with the method for determining that a student has satisfied the requirements for graduation pursuant to §1003.43, Florida Statutes. By deadlines established by the Sponsor, the School will provide information to the Sponsor to ensure that student have met all requirements prior to receiving a diploma. The School shall ensure that its high school students meet either (1) the minimum twenty-four (24) credit high school graduation requirement, or (2) the requirements for choosing the eighteen (18) credit high school graduation option. The School shall provide a minimum of one hundred thirty-five (135) hours of instruction per credit to its high school students. Course content and numbers shall be consistent with the State Course Code Directory. Secondary charter schools shall meet the requirements for Southern Association of Colleges and Schools (SACS) accreditation.

9. Elementary Charter Schools: All third grade students who scored Level 1 on the Grade 3 FSA Reading and are promoted to fourth grade must be reported for Grade Promotion Status as “A-promoted to a higher grade without meeting levels of performance for pupil progression based on limited circumstances for exceptions or good cause.” All of these students must be reported using the data element for Grade Promotion Status: Good Cause Exemption with one (1) of the six (6) good cause exemptions provided by Florida law. The School agrees to work with the Sponsor to accurately input data to reflect the number of students retained in all grade levels.

10. Curricular Program for Retained Students: Pursuant to §1008.25(7), Florida Statutes, an intensive program that is different from previous year’s program must be provided to students who have been retained. The School will implement activities such as those listed below to meet the mandatory requirement of providing different curricula and instructional strategies:

- a. At least ninety (90) minutes of an uninterrupted block of reading time
- b. Specialized reading materials
- c. Differentiated instruction
- d. Tutoring and mentoring
- e. More frequent progress monitoring
- f. Combined/Transitional classes
- g. Small-group instruction
- h. Smaller classes
- i. Extended school day, week, and/or year

11. Limited Extension: A limited extension will be valid for the period from July 1 through July 31 of the contract renewal year for any school that the district deems in poor academic standing or in need of improvement. This allows the district to obtain state assessment scores and state grades for use in renewal decisions.

PART 3: STUDENTS

1. Community to be Served: The parties agree that the community to be served by this Charter is defined as follows: Students in need of increased class offerings, students missing credits, scheduling conflicts, special instructional setting and accelerated learners. An emphasis is placed on foster care and homeless students. Pivot Charter School’s application update is attached as Appendix I.

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

3. Enrollment: Any student residing in the Hillsborough County School District is eligible for admission to the School, although the School shall give preference to students living within an attendance zone for the School. The School agrees to enroll an eligible student by accepting a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building as agreed to in Appendix I. In such case, all applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings of students enrolled in the School, children of staff, or children of members of the School’s governing board or any other enrollment preference set forth in §1002.(10)(d), Florida Statutes. The School agrees to submit its projected enrollment by November 15 of each year. The School shall not admit students

to exceed its projected Full Time Equivalent (“FTE”) enrollment by category unless the Sponsor and the School mutually agree in writing.

4. Enrollment Compliance: The School may limit the enrollment process only to target student populations as set forth by §1002.33(10) (e), Florida Statutes. The School shall comply with §1003.22, Florida Statutes, and other applicable statutes concerning school entry health examinations and immunizations.

5. Non-Discrimination: The School shall adopt and implement a non-discriminatory policy regarding the placement, assessment, identification, and selection of students with disabilities who are served in Exceptional Student Education (“ESE”) programs and students who are served in English or Speaker of Other Languages (“ESOL”) programs. The School shall not violate the anti-discrimination provisions of §1000.05, Florida Statutes.

6. Conflicts with Parents: The School shall handle all conflicts between the School and the parents/legal guardians of the students enrolled at the School. The resolution of such conflicts shall be the responsibility of the School; not the Sponsor. Evidence of each parent’s/guardian’s acknowledgement of the School’s parent conflict resolution process shall be available for review upon request by the Sponsor.

7. Students with Disabilities: Students with disabilities shall be provided with programs implemented in accordance with federal laws and state laws, local policies and procedures, including but not limited to the Individuals with Disabilities Education Act of 1997 (“IDEA”), Section 504 of the Rehabilitation Act of 1973, Sections 1005.05 and 1001.42, Florida Statutes, Chapter 6A-6 of the Florida Administrative Code, Sponsor’s policies relating to “Least Restrictive Environment,” “Non-Discrimination on Basis of Disability,” and sections of Sponsor’s Pupil Progression Plan and Code of Student Document dealing with students with disabilities. The School will serve students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with the provision of reasonable supplementary supports and services and/or modifications and accommodations. The School shall follow the Special Programs and Procedures document and the Exceptional Student Education and Student Services Handbook developed by the Sponsor for its exceptional student education program. In the event there is a Due Process Hearing in accordance with Section 615 of the Individuals with Disabilities Act involving the provision of educational and related services to a student with disabilities at the School, the School shall bear all costs of the hearing, including legal representation.

The School must fund all educational and related services provided to students pursuant to the Individual Education Plan (IEP) and will earn funding in accordance with §1002.33, Florida Statutes, and other applicable laws. The School will be guided by the Sponsor’s screening and referral process, as outlined in the Sponsor’s Special Programs and Procedures document, as may be revised at the Sponsor’s sole discretion with respect to referral of students’ initial evaluations, re-evaluations, transfers, staffing, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards, and due process provisions. Parents of students with disabilities will be afforded in their native language procedural safeguards, which include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings and surrogate parents.

8. Free Appropriate Public Education ("FAPE"): The School shall provide a Free and Appropriate Public Education (FAPE) to each exceptional education student enrolled in the School, pursuant to the IDEA.

9. Least Restrictive Environment: Students with disabilities enrolled in the School will be educated in the least restrictive environment. Students with disabilities 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. The School's staff will work closely with the Sponsor to ensure that the needs of these students are met. School staff will work closely and as early as possible in the planning/development stages with the Sponsor's staff to discuss the needed services, including all related services and programs, of the students with disabilities at the School.

10. IEP: The School will develop an IEP and conduct an IEP meeting with the student's family for each eligible exceptional student enrolled in the School. The IEP will determine services, accommodations and/or modifications necessary to meet the goals and objectives of the student's IEP. These goals and objectives are designed to lead to post school outcomes based on the student's interests, preferences and needs. Once these services and accommodations/modifications are determined, the IEP team will determine appropriate placement. If the IEP team determines that an ESE student's IEP cannot be implemented at the School and an alternative educational setting is needed, the School shall not be obligated to serve that student. When an exceptional student is enrolled in the School according to §1002.33(10)(f), Florida Statutes, the IEP team will determine how the IEP will be implemented in order for the student to receive an appropriate education at the School as provided by state and federal law. If, after enrollment, all reasonable accommodations (i.e. the provision of speech/language and other contracted service) have been implemented and the student is not making adequate progress according to the IEP, the team will reconvene to determine if other accommodations need to be implemented or an alternative placement needs to be made.

The School shall participate in all assessments, including alternative assessments, as determined by the IEP committee. The School must provide related services documented on IEPs, i.e. speech/language services through a contract process. A certified ESE teacher must maintain written documentation of consultative services for any student whose IEP indicates consultative services.

11. Local Educational Agency ("LEA"): The Sponsor, as LEA, is responsible for eligibility determination for ESE programs. The School Director/Principal or his/her designee will be the LEA designee for the Sponsor at each IEP review/development meeting. These meetings shall be coordinated among the Sponsor's LEA designee or ESE representative, School personnel (LEA), the student's parents or guardians, and the student, when appropriate. The School will invite the Sponsor to any and all staffings and IEP meetings by giving at least two (2) weeks' prior notice with a copy of the Invitation to Planning Conference form by mail or given in person.

The School will provide the Sponsor with the names of its representatives eligible to participate as the LEA designee in annual IEP meetings and updates. A person eligible to serve as LEA designee is:

- a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of student with disabilities;
- b. Knowledgeable about the general curriculum; and

c. Knowledgeable about the availability or resources of the local education agency.

12. English Language Learners (ELL): Students at the School who are of limited proficiency in English will be served by the ELL program. The School shall meet the requirements of the *LULAC, et al. vs. State Board of Education* Consent Decree. The School shall require parents to complete a home language survey. If the survey indicates the dominance of a language other than English, the School shall administer the ELL Language Assessment Battery. The School agrees that at least one staff member shall be trained by the Sponsor to manage the requirements of ELL. An individual ELL plan must be developed for every student identified as limited English proficient. Development of the ELL plan must be a joint effort between the Sponsor and the School. This process shall be in compliance with District, state and federal guidelines. With the exception of an IEP, an ELL plan shall supersede any other educational plan developed by the School. All educational services provided to a student pursuant to an ELL plan must be funded by the School.

13. Federal and State Reports: Unless otherwise exempted by §1002.33, Florida Statutes, the School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and the state Department of Education.

14. Discipline: The School agrees to maintain a safe learning environment at all times. The School shall follow state law and develop policies for a Code of Student Conduct. The Code of Student Conduct shall be incorporated into a parent/student handbook and made available to parents and the Sponsor. The implementation of the School's disciplinary policy shall be determined by the School's governing body or its designee. Hearings on matters relating to the implementation of the disciplinary policy shall be conducted by the School's governing body or its designee. The rules and procedures by which students may be disciplined shall be consistent with the requirements of due process and with the federal laws and regulations governing the placement of students with disabilities. The School agrees to follow state law regarding corporal punishment.

15. Change of Placement/Expulsion/Dismissal: The School shall follow the Sponsor's change of placement/expulsion procedures for any student they propose to remove from the school due to inappropriate or disruptive behavior. The School shall not have a change of placement/expulsion policy different from the Sponsor's change of placement/expulsion procedures. The School shall not dismiss any student through a process other than the District's change of placement/expulsion process. Change of placement/expulsion hearings shall be conducted by the Sponsor's Hearing Masters. Expulsion from the Hillsborough County School System shall remain the decision of the School Board of Hillsborough County.

Students who are currently on a change of placement or have been expelled by the Sponsor may not enroll in the School during the term of their change of placement/expulsion.

PART 4: FINANCIAL ACCOUNTABILITY

1. Funding: The Sponsor agrees to fund the School's enrolled students as if the School's students are in a corresponding basic program or a special program in a non-charter school in the Sponsor's district. The basis of the Sponsor's funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program ("FEFP") as provided in §1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's current operating discretionary mileage levy, divided by

the total number of funded weighted full-time equivalent (“WFTE”) students in the Sponsor's district, multiplied by the WFTE of the School.

- (a) Federal Funding: Pursuant to §1002.33(17)(c), Florida Statutes, or any program or service provided by the Sponsor which is funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that the federal law or regulation does not prohibit this transfer of funds.
- (b) Capital Outlay Funding: The School will submit a Capital Outlay plan to the Sponsor for approval before any capital outlay funds are released. This plan must be submitted by the date established by the DOE each year that the School is eligible for capital outlay funds.
- (c) Categorical Funding: 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 FEFP funds available, which encompass transportation funds. The School shall reimburse the Sponsor for any impermissible expenditure. The School shall be permitted to respond to any audit findings regarding impermissible expenditures by the School.
- (d) Class Size Reduction: The School will receive a Class Size Reduction allocation, which is an operating categorical that is based on the weighted FTE. If the School is not in compliance with the constitutional maximums, it may use the funds to defray expenses necessary to reduce class size in any lawful manner. Any lawful manner may include the following:
 - The School owns its own building, is building to own, or is purchasing facilities, expenditures for such mortgage payments, remodeling or construction as are necessary to expand its facilities to allow it to meet the class size reduction requirements.

If the School achieves, and then maintains, the maximum allowable class sizes prior to the 2010 deadline, the funds may be used for any lawful operational expenses, with priority given to utilization of the funds to increase teacher salaries.

Until school-level compliance is achieved, this School will develop an individualized Class Size Reduction Plan (Accountability Plan) for use of the class size reduction funds and to measure progress toward achieving compliance. The School will be expected to develop its plans in conjunction with the Sponsor and work closely with the Sponsors finance officers and MIS directors.

2. Distribution: The Sponsor's payment to the School shall be issued no later than ten (10) working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School the amount of the scheduled disbursement plus interest at a rate of one percent (1%) per month, calculated on a daily basis, on the unpaid balance from the expiration

of the 10-day period until such time as the warrant is issued. Distribution of FEFP funds shall be made as follows:

- (a) Proportionately, the amount for the months of July through November will be based on the projected FTE for the fiscal year, or the 20th day count, as applicable.
 - (b) The monthly payment beginning in December through March will be based on the School's October FTE count, doubled to reflect the full year's FTE and annualized to reflect the actual October FTE count.
 - (c) The monthly payment beginning in April through May will be based on the School's February FTE count annualized to reflect the actual February FTE count.
 - (d) Should over- or under-payment occur, adjustment shall be made to the next monthly payment following the discovery of the over- or under-payment.
3. First Distribution: The first distribution of FEFP funds to the School each fiscal year shall be contingent on the following:
- (a) Final facility inspection and approval, including the provision of a signed lease agreement, and
 - (b) The Sponsor's receipt from the School of valid student registration forms, to include the student's name, parent/guardian's name and signature, address, telephone number and age of student, and
 - (c) Proof of employment of sufficient employees to support the student enrollment described in the School's charter application.
4. Subsequent Distributions: The results of FTE student membership surveys will be used to adjust the amount of funds distributed monthly to the School.
5. Services/Administrative Fees: The Sponsor shall retain an administrative fee of five percent (5%) of the available funds, pursuant to §1002.33(20) (a), Florida Statutes, for the administration of the Charter. The Sponsor shall provide administrative and educational services to the School, including contract management services; full-time equivalent and data reporting services; exceptional student education administrative services; services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the Sponsor at the request of the School; test administration services, including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the district in which the School is located. Student performance data for each student in the School, including, but not limited to, state standards scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district.

Any services required by the School other than those listed above, or as otherwise set forth in §1002.33(20)(a), Florida Statutes, will require a separate, negotiated agreement between the parties. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by state law. The Sponsor shall not withhold an administrative fee from federal or state grants, except for the state approved indirect costs, unless explicitly authorized by law. The Sponsor shall withhold the indirect cost percentage related to grants or other eligible funds and/or grants exclusive of the start-up grant.

6. Calculation Revisions: Total funding shall be recalculated during the school year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the FTE student survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:

- (a) If the School has over-projected student enrollment, funds will be recalculated to reflect the actual student enrollment on the twenty-day count.
- (b) In the event of a state holdback or a pro-ration, which reduces the Sponsor's district funding, the School's funding will be reduced proportionately.
- (c) In the event that the Sponsor exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in un-funded WFTE for the district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- (d) Subsequent or prior year audit adjustments, according to Part 4 (8) below.

7. Funding Adjustment: If the Sponsor receives notice of an FTE funding adjustment from the federal or state government, or as determined through an audit procedure to be inaccurate, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice to the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.

8. Annual Audit:

- (a) Performance: At the School's expense, the School shall have an annual financial and compliance audit completed and delivered to the Sponsor within twelve (12) weeks after the end of its fiscal year. The audit is to be performed in accordance with generally accepted auditing standards, and applicable standards contained in *Government Auditing Standards* (the "Yellow Book") issued by the Comptroller General of the United States, and Office of Management and Budget circular A-133, by a qualified independent certified public accountant, with experience in governmental accounting, retained by and paid for from funds of the School. Such audits shall be performed by either (1) the Auditor General or (2) a Certified Public Accountant certified in the State of Florida, who has obtained sufficient continuing professional education ("CPE") hours in governmental accounting and auditing required under Florida Statutes to perform an audit in accordance with the Yellow Book.
- (b) Report: The auditor's report shall be submitted to the Sponsor at the same time as the audited financial statements, and shall include the following:
 - 1. The auditor's report on the financial statements, including required financial statement disclosures;
 - 2. The auditor's report on compliance with laws and regulations;
 - 3. The auditor's report on internal controls; and

4. A Management letter indicating any improper or inadequate accounting procedures, and the auditor's recommendation(s) for improving the School's financial management, accounting procedures and internal controls.

Charter schools must comply with all provisions related to the submission of its audit report to the Auditor General, including the response/rebuttal and corrective actions and as otherwise provided by law.

- (c) **Financial Emergency:** Sections 1002.345 and 218.503: If a financial audit conducted by a certified public accountant in accordance with §218.39 reveals that one or more of the conditions in §218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, the sponsor, and the Commissioner of Education within seven (7) business days after the finding is made. The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received. The governing board shall include the corrective action plan and the status of its implementation in the annual progress report to the sponsor which is required pursuant to §1002.33(9). If the governing board fails to implement the corrective action plan within one (1) year after one or more of the conditions specified in §218.503(1) occur, the State Board of Education shall prescribe any steps necessary for the charter school to comply with state requirements. The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements.

Upon notification that one or more of the conditions in §218.503(1) have occurred or will occur if action is not taken to assist the charter school, the charter school sponsor and the Commissioner of Education shall contact the charter school governing body to determine what actions have been taken by the charter school governing body to resolve or prevent the condition. The Commissioner of Education shall determine if the charter school needs a financial recovery plan to resolve the condition. If the Commissioner of Education determines that a financial recovery plan is needed, the charter school is considered to be in a state of financial emergency. If the charter school is found to be in a state of financial emergency, the charter school shall file a financial recovery plan pursuant to §218.503 with the sponsor and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed. The governing board shall include the financial recovery plan and the status of its implementation in the annual progress report to the sponsor which is required pursuant to §1002.33(9).

The Auditor General shall notify the Commissioner of Education and the Legislative Auditing Committee of any audit report reviewed by the Auditor General which contains a statement that a charter school has met one or more of the conditions specified in §218.503(1).

The Commissioner of Education shall annually report to the State Board of Education each charter school that is subject to a financial recovery plan or a corrective action plan.

The sponsor may decide not to renew or may terminate a charter if the charter school fails to correct the deficiencies noted in the corrective action plan within one (1) year after being notified of the deficiencies or exhibits one or more of the conditions specified in §218.503(1) for two (2) consecutive years.

9. Audits by the Sponsor: The Sponsor reserves the right to perform additional audits or reviews, at the Sponsor's expense, as part of the Sponsor's financial monitoring responsibilities as deemed necessary. Additional audits or reviews shall be based on sound and reasonable circumstances that dictate additional reports beyond the reports required by this charter. The School shall allow the Sponsor to perform audits of FTE Units for each period in which the School reports FTE for funding under the FEFP. The Sponsor shall provide the School two (2) weeks written notice prior to the date of such audit. Documents that may be audited include, but are not limited to, the following:

- (a) All required student entry and withdrawal documentation;
- (b) All required attendance documentation;
- (c) All teacher certificates; and
- (d) All eligibility documentation for students reported for ESE and ESOL funding, including all documentation required to establish levels of funding.

10. Fiscal Monitoring: The School shall prepare and maintain monthly financial statements, which shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance. The monthly financial statements shall be prepared in accordance with the function/object dimensions prescribed in the Florida DOE publication, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the "Red Book"). The School shall also prepare and maintain all reports required to be filed with the Government of the United States and the State of Florida. Such reports shall include, but are not limited to, all payroll tax returns and any required filing relating to the School's non-profit status. Upon designation of the School as a high performing charter school pursuant to §1002.331, Florida Statutes, it shall provide a quarterly financial statement.

11. Financial Records: The School shall maintain documentation to support expenditures that are entered in the books of account and reflected in financial statements. Such documentation shall take the form of original invoices, payroll information, bank statements and receipts. The School shall utilize the governmental accounting model and follow the fund and account structure provided in the Red Book.

- (a) Monthly Financial Statement: The School shall provide a monthly financial statement to the sponsor no later than one (1) month after the end of the month. Upon designation of the School as a high performing charter school pursuant to §1002.331, Florida Statutes, it shall provide a quarterly financial statement no later than one (1) month after the end of each quarter. These reports shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance. The monthly financial report shall be presented along the function/object dimensions prescribed in the Red Book.

- (b) **Other Financial Reports:** The School shall annually provide the Sponsor with an itemized list of real and personal property to include item description, vendor, purchase price, purchase date and useful life. The list shall correlate to the amounts in the audited financials.
- (c) **Other Reports:** The parties agree that the Sponsor may request at any time, and the School shall promptly provide, records and reports on the School's operations, fiscal management, and student performance. Such reports may be in addition to those required elsewhere in this Charter.
- (d) **Annual Financial Report and Program Cost Report Information:** The School shall provide its annual financial report and program cost report information in state-required formats for inclusion in district reporting, in compliance with §1011.60(1), Florida Statutes.

12. **Fiscal Year:** The fiscal year of the School shall be the same as the fiscal year of the Sponsor, except that the first fiscal year shall begin on the date the school is approved by the district and end on June 30th of the first year the school begins providing instructional services to students.

PART 5: ADMINISTRATIVE MANAGEMENT

A. TUITION AND FEES

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than June 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. Fees shall not be a barrier to enrollment, and the non-payment of fees will not be cause for dismissal, involuntary withdrawal of, or refusal to re-enroll, a student.

B. REPORTING OF STUDENTS

1. **Enrollment Reporting:** The School agrees to report its student enrollment to the Sponsor as provided §1011.62, Florida Statutes, and in accordance with the definitions in §1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full FTE funding, the School shall provide all required information within the same time schedule required for other Hillsborough County public schools.

The parties agree that the School will utilize the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment information. The Sponsor will analyze the School's facility and develop a hardware/software solution, which provides the School with limited access to the Sponsor's data processing facility.

The Sponsor will provide training for the School's personnel in the use of designated district applications necessary to respond to the legislative requirements of §§1008.33 and 1008.34, Florida Statutes, including the annual report and the state- and district-required assessment program, at no additional cost to the School. Access by the School to additional data processing applications not

required in the legislation but available through the Sponsor may be negotiated by the parties separately.

2. Automated Data System: The Sponsor shall utilize its existing automated reporting system to collect data required for various reports required by the DOE. The School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with a Windows-compatible system. The School shall provide appropriate equipment for data entry. The Sponsor shall provide training on the automated system and data entry screens. The School shall employ trained personnel to enter and manage data for the School. The data shall include, but not be limited to, all student data. Access by the School to additional data processing applications not required by Florida Statutes but available through the Sponsor may be negotiated by the parties separately.

C. STUDENT NUTRITION

1. Free and Reduced Price Meal Applications: The School shall distribute Free and Reduced Price meal application forms to students. The School and the Sponsor will work collaboratively to certify student eligibility for such programs using required federal rules and procedures. These records may be used to certify eligibility for participation in other state/federally-funded programs (i.e. Title I). All records must be accurately completed and maintained for review by state/federal auditors.

2. Meal Service Options and Definitions: The School may, as required by law, provide food service to its students by one of the following means:

- a. Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Programs at the charter school and determine if the meals are to be hot or cold, bulk-served or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education,
- b. Enter into an agreement with a third party vendor to have food service provided to either the School site or picked up, and determine if the meals are to be hot or cold, bulk-served or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education, or
- c. Request meal service to be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. (The meal service is provided to sites with an enrollment of two hundred (200) students or less). Under this arrangement, the Sponsor would define the delivery system, establish the per meal charges to the School, provide the Free and Reduced Price Meal applications which would be distributed by the school to the students for completion, provide meal service for pick-up by or delivery to the School, and complete and submit reimbursement claims to the Department of Education. The School would pay the Sponsor for the non-reimbursed portion of meals served on a daily basis.

Any services required by the School other than those listed above will require a separate, negotiated agreement between the parties.

D. FACILITIES

1. Buildings: The School shall use facilities that comply with the Florida Building Code pursuant to Chapter 553, Florida Statutes. The School may choose to comply with the following: State Requirements for Educational Facilities of the Florida Building Code, adopted pursuant to §1013.37; the State Uniform Building Code for Public Education Facilities Construction, adopted pursuant to §1013.37, Florida Statutes; applicable state minimum building codes pursuant to Chapter 553, Florida Statutes; or state minimum fire protection codes, pursuant to §633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located. However, kindergarten and first grade students shall not be located above or below the level of exit discharge. Second grade students shall not be located more than one level above or below the exit discharge. The School shall provide the Sponsor with a list of the facilities to be used, site plans and their locations.

2. Identification of Facilities: The facility in which the School will operate is:

Street Address: 3020 Falkenburg Road
City/County: Riverview/Hillsborough

The School will notify the Sponsor of any proposed relocation of the School, or any additional facility or campus to be used by the School at least ninety days before the effective date of the relocation or the opening of the new facility or campus.

3. Ownership: The School shall provide the Sponsor the lease or proof of ownership of the facility before the commencement of classes on the first day of school. The lease or proof of ownership of the buildings that will house the School will be collected with all compliance documents. The School shall show proof of appropriate facility certification, including all certificates that are required by local building codes, before the commencement of classes. If the School does not have the appropriate certification by the commencement of classes, an adjusted opening day must be mutually agreed upon with the Sponsor, or this Charter will terminate; however, the charter school application shall remain effective for the following school year. In addition, the School must obtain a Certificate of Occupancy for new facilities prior to occupation by students. Lack of a valid Certificate of Occupancy or Temporary Certificate of Occupancy is grounds for School closure by the Sponsor until such time as the appropriate certificates have been obtained.

4. Inspections: By May 1 of each year, the School shall provide to the Sponsor copies of its annual Fire Safety Inspection by the local Fire Department and its Fire Safety, Casualty and Sanitation inspection by an inspector trained and licensed to inspect under 69A-60. The Sponsor shall include the School's inspections in its District Annual Fire Safety Report. The School shall keep copies of both annual inspections on file at the School. The School shall keep an asbestos management plan or certificate of no asbestos from a licensed Asbestos Consultant on file at the School and submit a copy to the Sponsor. The School shall have an appropriately licensed company perform a radon assessment on the School and develop a plan to address the items outlined in the assessment. The School shall keep the radon plan on file at the School and submit a copy to the Sponsor. The School shall provide to the Sponsor proof of insurance that names the Sponsor as an additional insured or certificate holder for all of the School's insurance policies.

- (a) Health Permits and Inspections: If applicable, the School shall, at minimum, obtain a limited food service operating permit from the Hillsborough County Health Department before August of its inaugural year and no later than July 15 of each subsequent year. The facility shall be inspected twice each year. A copy of the

inspection report will be submitted to the Sponsor semi-annually, no later than October 1 and April 1 of each year.

E. TRANSPORTATION

1. Compliance: The School agrees to provide transportation for the School's students consistent with the requirements of §1012.45 and Chapter 1006 (Part I), and §1002.33(20) (c) Florida Statutes, and state and federal rules and regulations. The School further agrees to ensure that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the School as determined in the School's transportation plan in Appendix I.

PART 6: INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. Indemnification of Sponsor: The School, to the extent immunity is waived pursuant to §768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the School, and hold the Sponsor, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

- (a) The negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of the Charter;
 - (b) The School's material breach of the Charter or law;
 - (c) Any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
 - (d) The failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that applies to the operation of the School or the providing of educational services set forth in the Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;
 - (e) Professional errors or omissions, or claims of errors or omissions by the School's employees, agents, or governing body.
 - (f) Any and all liability, including, but not limited to, financial responsibility for payment of principal and interest.
2. Duty to Indemnify: The duty to indemnify for professional liability as insured by the School Leader's Errors and Omissions Policy described in this Part will continue in full force and effect notwithstanding the expiration or early termination of the Charter with respect to any claims based on facts or conditions which occurred prior to the termination of the Charter.

3. Limitations: In no way shall the School Leader's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.
4. Patent and Proprietary Rights: The School shall also indemnify, defend, protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School.
5. Indemnification of School: The Sponsor, only to the extent immunity is waived pursuant to §768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the Sponsor, and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:
- (a) The negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of the Charter;
 - (b) The Sponsor's material breach of the Charter or law;
 - (c) Any failure by the Sponsor to pay its suppliers or any subcontractors.
6. Sovereign Immunity: Notwithstanding anything herein to the contrary, neither party waives its sovereign immunity. Any obligation of one party to indemnify, defend or hold harmless the other party as stated in this Part shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by §768.28, Florida Statutes.
7. Fidelity Bonds: The School shall assure that the administrators of the School and each and every person who is responsible in any manner for handling or expending School funds or property shall be adequately bonded or insured at all times. The bond or insurance policy shall be with a surety company authorized to do business in Florida and shall be in the amount of no less than one hundred thousand dollars (\$100,000) for each person performing the duties of chief administrative officer, chief executive officer, chief financial officer, president, headmaster, principal or director of the School and for each member of School's governing body and person employed by the School or its governing body who has authority to make purchases or contract for services which, in the aggregate, exceed six thousand dollars (\$6,000). The bond or insurance policy shall be conditioned upon the proper safeguarding of all monies or property for which the person has supervision, custody or control.
8. Financial Arrangements: Any loans, bonds, or other financial arrangements are not obligations of the state or the Sponsor but are obligations of the School and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or Sponsor shall not be pledged and no debts shall be payable out of any moneys except those of the legal entity in possession of a valid charter approved by the Sponsor.

B. PROCEDURE

1. Notice of Claims: The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this 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 School or 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 the Sponsor shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third party claim for the account and at the risk and expense of the School or the Sponsor, which they agree to assume. The School and 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.

2. Evidence of Insurance: Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the Charter.

3. Time to Submit: As evidence of compliance with the insurance required by the Charter, the School shall furnish the Sponsor with fully completed certificate(s) of insurance using the A.C.O.R.D. standard form, signed by an authorized representative of the insurer(s) providing the coverage, no later than fifteen (15) calendar days before the commencement of classes. The Sponsor must be listed as an additional insured or a certificate holder on all required insurance policies. The insurance shall be maintained in force, without interruption, until the Charter is terminated.

4. Notice of Cancellation: Each certificate of insurance shall provide and require that the Sponsor will be given no less than sixty (60) calendar days' written notice prior to cancellation.

5. Renewal/Replacement: Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) calendar days before the expiration or termination of the required insurance for which evidence was provided.

6. Acceptable Insurers: Insurers providing the insurance required of the School by the Charter must meet the following requirements:

- (a) Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes.
- (b) If, during the period when an insurer is providing insurance required by the Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements.

C. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Liabilities Covered: The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance, which shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest

occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

2. Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate.

3. Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability Insurance until four (4) years after termination of the Charter.

4. Additional Insured: The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured---Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "the Sponsor, its members, officers, employees and agents as additional insured." A copy of the policy and certificates shall be provided to the Sponsor within ten (10) calendar days after receipt by the School.

D. AUTOMOBILE LIABILITY INSURANCE

1. Liabilities Covered: The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with the Charter.

2. Occurrence/Claims: Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of the Charter.

3. Minimum Limits: The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, two million dollars (\$2,000,000) annual aggregate.

E. WORKERS' COMPENSATION

1. Coverage: The School agrees to provide adequate workers' compensation insurance coverage, at its sole expense, as required by Chapter 440.

2. Minimum Limits: Subject to restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If the School leases employees,

it shall provide certified proof that the lessor corporation maintains appropriate workers' compensation insurance.

F. ERRORS AND OMISSIONS INSURANCE

1. Form of Coverage: The School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance, which shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability arising out of the rendering or failure to render professional services in the performance of the Charter, including all provisions of indemnification which are part of the Charter.

2. Coverage Limits: The insurance shall be subject to a maximum deductible not to exceed five thousand dollars (\$5,000) per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) annual aggregate.

3. Occurrence/Claims: Coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Errors and Omissions Liability Insurance until four (4) years after termination of the Charter.

G. PROPERTY INSURANCE

1. Buildings: The School agrees to secure hazard insurance coverage for its own buildings, property and contents during the term of the Charter. The School will provide proof of such insurance and its renewals to the Sponsor. In the event of a claim and the School chooses not to rebuild or repair, the proceeds from the claim shall be promptly paid to the Sponsor.

2. Property Damage Liability: The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars (\$1,000) per occurrence.

H. ADDITIONAL INSURANCE PROVISIONS

1. Applicable to all Coverages: The following provisions are applicable to all insurance coverages required under the Charter:

- (a) Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.
- (b) Liability and Remedies: Compliance with the insurance requirements of the Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to, and not in lieu of, any other remedy available under this Charter or otherwise.
- (c) Subcontractors: The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by

law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

- (d) Approval by the Sponsor: Neither approval by the Sponsor nor failure to approve the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by the Charter.
- (e) Default Upon Non-Compliance: The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by the Charter.

PART 7: HUMAN RESOURCES

A. EMPLOYMENT

1. Employees: The parties to this Charter agree that the School shall select its own employees.
2. Employment: The School agrees that its employment practices shall comply with all applicable federal, state, and local laws. The School will report to the Sponsor all staffing changes, within seven (7) business days of the change, including new hires, terminations, and changes in certification, state and local laws.
3. Certification: The teachers employed by, or under contract with, the School shall be certified as required by Chapter 1012, Florida Statutes and applicable federal statutes. The School shall determine whether or not an applicant is eligible for certification based on documentation submitted by the applicant, and whether or not an applicant qualifies as a non-certified expert-in-the-field. Teachers assigned out-of-field must complete the required credit hours toward certification each year. The School may employ or contract with skilled, selected non-certified personnel to assist instructional staff members as teacher aides in the manner as defined in Chapter 1012, Florida Statutes, and as provided by State Board of Education rule for charter school governing boards. Any decision by the School to employ or contract with non-certified persons for instructional services shall be approved by the School's governing body. The School may not hire any instructional personnel as instructional personnel who was terminated by the Sponsor or received a performance rating by the Sponsor of "less than effective" on two or more occasions within the previous three (3) years. The candidate is eligible for rehire upon achieving a rating above less than effective on two or more occasions in the preceding three (3) years of being rehired. If, however, the overall rating is "developing" the School may still consider the candidate for hire.

The School must hire an appropriate number of ESE-certified teachers to provide ESE services. The Sponsor must be notified immediately by the School in the event that a certified ESE teacher is no longer employed or providing services to ESE students as required by their IEPs.

Students enrolled at the School who have limited proficiency in English shall be served by ESOL-certified personnel, in accordance with the policies and procedures of the State of Florida and will follow the Sponsor's District Plan for Limited English Proficient Students. The School will meet the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education*.

4. Certifications and Licensure: The School shall not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certification or licensure as an

educator is suspended or revoked by the state of Florida or any other state. The School may not employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety. If the School is supported by Title I funds, paraprofessionals employed by the School must meet the educational requirements set forth in applicable federal statutes. Teachers who are without appropriate ESOL certifications or endorsements may not teach classes for weighted funding for ESOL students.

5. Disclosure: The School agrees to disclose to parents and the Sponsor the qualifications of its teachers and paraprofessionals. The School shall submit to the Sponsor a list of all teachers and paraprofessionals employed at the School at the beginning of each school year. The list must include the certification information requested by the Sponsor. The School shall report to the Sponsor any and all staff changes made during the school year as they occur. At the Sponsor's request, the School shall provide documentation as to the qualifications of persons designated as experts who assume instructional responsibilities.

6. Procedures: The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts and benefit packages; and targeted staff size, staffing plan and projected student-teacher ratio as described in Appendix I, or as amended and provided to the Sponsor.

7. Fingerprinting: The School shall require all employees, prior to employment, to comply with fingerprinting requirements of §1012.32, Florida Statutes. The members of the School's governing body and the Board representative shall be fingerprinted in a manner similar to that provided in §1012.32, Florida Statutes. The Sponsor shall notify the School of any findings. In the event of the renewal of this Charter, the School shall update the fingerprint records of each employee and member of the School's governing body every five (5) years as required by state law. The governing body of the School shall not allow any person who has been convicted of a crime of moral turpitude to serve in any position requiring or involving direct contact with students. The governing body shall not allow any person with a criminal conviction to serve in any capacity with the School or its governing body without the written consent and approval of the governing body, which shall be signed by consenting member of the governing body. The School shall immediately deliver a copy of the written consent and approval to the Sponsor and place a copy in the person's personnel file.

The School, through the billing of its employees or as otherwise determined by the governing body, shall be responsible for the initial fingerprinting fees, re-fingerprinting fees for current employees and board members, and all fees associated with the monitoring and updating of employee fingerprint records.

8. Background Checks: Applicants and volunteers will be required to complete a background check document, similar to the Sponsor's, as part of the School's application process.

9. Anti-Discrimination Provision: The School shall comply with the anti-discrimination provisions of §1000.05, Florida Statutes ("The Florida Education Equity Act").

10. Non-Compliance: If the School is determined to be in non-compliance with Part 7 (3), (4) or (7), of this Charter, the Sponsor shall provide written notice to the School. If the School is not in compliance within twenty-one (21) calendar days of its receipt of the notice, the Sponsor may require the School to remove the employee until compliance is met.

11. Drug Free Workplace: The School will establish and maintain an alcohol and drug-free workplace, pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. §701 et seq., and 34 C.F.R. Part 85(F). If the School employs persons to operate commercial motor vehicles, it shall comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), 49 C.F.R. Parts 40 and 382, and §234.101, Florida Statutes. The testing records shall be made available to the Sponsor for inspection upon request.

12. Training: The School may participate in any training provided by the Sponsor that is not federally funded, on a space-available basis at the pro rate cost of the training. The School may also participate in any training provided by the Sponsor that is federally funded, excluding Title I, unless and until a time the Charter becomes eligible for Title I status.

B. PUBLIC EMPLOYEES

1. Employees: If the School has chosen to be public employer, the teachers shall have the option to bargain collectively as a separate unit or as part of the existing district collective bargaining unit.

2. Retirement: The School, as a public employer, may participate in the Florida Retirement System (FRS) upon application and approval as a "covered group" under §121.021(34), Florida Statutes. If the School participates in the FRS, the School's employees shall be compulsory members of the FRS and the School shall make contributions to the FRS for all teachers and/or employees.

PART 8: GOVERNANCE STRUCTURE

1. Non-profit Organization: The School shall be organized as, or operated by, a non-profit organization and the School shall provide to the Sponsor a copy of the 501 (c) (3) application, as well as copies of all annual information returns required by the Internal Revenue Code, which shall be prepared by a Certified Public Accountant licensed in the State of Florida. The School shall designate itself in Appendix I as a public or private employer.

2. Members of the Board: Board of Directors for the School will consist of 50% or more individuals that are residents of Hillsborough County or the contiguous counties and conduct at least two board meetings in close proximity to the school in order to be accessible to parents, students and staff.

3. Powers of the School's Governing Body: The powers of the School's directors shall be as set forth in the bylaws. The School's governing body shall supervise the director of the School,

supervise audits and business practices, and be responsible for handling complaints concerning the operation of the School. A copy of the original bylaws and their annual revisions shall be submitted to the Sponsor. Under no circumstances shall the governing body delegate its responsibilities to any private, for-profit entities.

4. Role and Responsibilities of Governing Body: The School's governing body shall annually adopt and maintain the School's official operating budget and any subsequent amendments to the budget, and exercise continuing oversight over the School's operation. In exercising its oversight and maintaining the budget, the governing body shall provide for a balanced general operating fund. The governing body shall review the School's monthly financial statements and the performance of school administration at regular intervals. It shall be the governing body's responsibility for ensuring retention of a CPA or auditor for the annual financial audit, reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan, and monitoring a financial recovery plan in order to ensure compliance. It shall also be the governing body's responsibility to ensure that the Sponsor receives reasonable proof of the School's ability to fund the startup of the School, as set forth in Section (4)(1) of this Charter. No members of the governing board shall serve on governing boards for other charter schools unless approved by the Sponsor. Pivot Educational Inc. governing body oversees other Pivot Charter Schools.

5. Conflict of Interest: No members of the School's Governing Board will receive financial benefit from the School's operations, and all members and employees shall comply with the provisions outlined in Part III, Chapter 112, Florida Statutes. The School will not reorganize, change or otherwise alter its governing board, management, reporting lines or organization solely for the purpose of avoiding an unlawful employment relationship. The School's Board Chair is responsible for ensuring the following:

- a. An employee of the School or of the management company operating the School shall NOT be a member of the School's Governing Board.
- b. An individual may not be employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the individual and who is a relative of the individual or if such appointment, employment or advancement is made by the governing board of which a relative of the individual is a member.
- c. No charter school officer, employee or member of the board of directors acting in his or her official capacity shall either directly or indirectly purchase, rent or lease any realty, goods or services from any business of which the officer, employee or member of the board of directors or their immediate family is an officer or employee or has a material interest. Nor shall a charter school officer, employee or member of the board of directors or their immediate family directly or indirectly rent, lease or sell any realty, goods or services to the charter school.
- d. A prohibited conflict of interest would exist if a member of the School's Governing Board becomes a director in a profit-making venture or company that has submitted an application to participate in the operation of a charter school.

- e. A prohibited conflict of interest would exist if the spouse, parent, child, step-child, sibling or employee of the School's Governing Board member were also a member of the School's Governing Board.

Upon request by the Sponsor, the School's Governing Board will comply with the statutory requirements regarding financial benefit and conflict of interest.

The School shall also provide full disclosure of the identity of all relatives employed by the charter school who are related to the charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, director, assistant director, or any other person employed by the charter school who has equivalent decision-making authority. For the purpose of this subparagraph, the term "relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. Such disclosure shall be made an addendum to this charter.

The School shall also provide a statement from all Governing Board members certifying there is no relationship, controlling interest or association with other members of the Board, administrators or officers of the School by July 15 each year of operation.

6. Use of Public Funds: The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director/principal, officer or employee of the School or the spouse, parent, child, sibling of any principal/director, officer or employee, or from any business in which any officers or employees have an interest. Nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. Officers, employees and members of the governing board of a charter school and their families are subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

7. Names of and Contact Information for Governing Board Members: The names of Governing Board members must be held current at all times, and the Sponsor shall be notified immediately of any changes, and in any event within five (5) business days of the change, including vacancies and the appointment of new or successor members of the Governing Board. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight, said terms of replacement should be properly stated in the Board's by-laws. The School shall provide parents in writing the names and phone numbers of the members of the Governing Board.

8. Public Meetings and Minutes: The School's governing body shall conduct all meetings in compliance with Florida Statutes Chapter 286 and 119. All meetings of the governing body will be noticed as required by law and will be subject to a quorum requirement of not less than a majority of the total number of the members of the board. The School will provide in writing the process for placing an item on the agenda of the governing body meeting. All contracts entered into by the School will be approved by the governing body. Each contract for services between the School and any individual, partnership, corporation or business entity will include a provision that the contractor will comply with public records law, and specifically that the contractor will keep and maintain public records that ordinarily and necessarily would be required to perform the service, provide the public

with access to public records on the same terms and conditions and at a cost that does not exceed the cost allowed by law, ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law and meet all requirements for retaining public records and transfer, at no cost, all records in the possession of the contractor at the termination of the contract.

9. Access by Sponsor to School: The School acknowledges that a charter school is a Florida public school and is considered by the DOE to be a School District of Hillsborough County public school. Each charter school is supported in the main by public funds. A charter school is subject to the oversight of the Hillsborough County School Board, the Superintendent of Public Schools for Hillsborough County, Florida, and the Superintendent's administrative staff. The School agrees to provide the Sponsor's administrators with immediate access to the School at any time the Sponsor or the Sponsor's administrators deem necessary in order to carry out the Sponsor's oversight function.

10. School Administrator/Director: The School shall provide the services of a full-time administrator/director during all hours students are on the School site, at minimum. The duties of the School's administrator/director shall be as set forth in Appendix I.

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

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IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the day and year first above written. Signed, sealed and delivered.

School:

David Yarborough
Signature

DAVID YARBOROUGH
Print Name

BOARD CHAIR
Title

Witnesses:

Adrienne Epler

Ronnie Boral

Sponsor:

April Griffin
Signature

APRIL GRIFFIN
Print Name

SCHOOL BOARD CHAIR
Title

Witnesses:

Cred
Laniece King

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 24 day of June, 2016, before me personally appeared David Yarborough, for Pivot Charter School, to me personally known or who produced _____ as identification and who, after being first duly sworn acknowledges that he/she executed this document as his/her free act and deed.

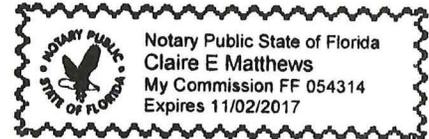
My commission expires:

11/2/17

Claire E. Matthews

NOTARY PUBLIC
State of Florida At Large

Claire E. Matthews
Print Name of Notary



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 16 day of June, 2016, before me personally appeared April Griffin, Chair, for the School Board of Hillsborough County, Florida, to me personally known or who produced _____ as identification and who, after being first duly sworn, acknowledge that they executed this document as their free act and deed.

My commission expires:

Christine Nappi

NOTARY PUBLIC
State of Florida At Large

Christine Nappi
Printed Name of Notary

