

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

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MALCOLM THOMAS, SUPERINTENDENT

May 8, 2015

Mrs. Linda Brown, Board Chair
21st Century Academy of Pensacola, Inc., DBA Five Flags Academy at Newpoint
8190 Pensacola Boulevard
Pensacola, Florida 32534

Dear Mrs. Brown,

Florida Statute 1002.33(8), Causes for Nonrenewal or Termination of Charter provides direction to the sponsor and charter school in the event of such action for termination. Pursuant to section 1002.33 (8)(b) F.S., and Section 24.4 and 24.5(t) of the charter school contract; more specifically the reasons listed below, I am making a recommendation for a ninety (90) day notice of termination to the BOARD, as the Sponsor of the charter school contract between the School Board of Escambia County, Florida and Five Flags Academy at Newpoint for Good Cause. The reasons are articulated in writing and serve as the basis for termination, representing violations of the charter school contract approved by the BOARD on April 15, 2014. Documentation of each contractual violation item listed below is attached to this letter and incorporated herein by reference and marked as Appendixes and/or Supporting Documentation. The specific reasons based upon good cause supporting my recommendation to the BOARD are as follows:

1. Section 9: Attendance (Contract page 3 of 28) The School failed to maintain accurate enrollment data and daily records of student attendance and shall provide enrollment, attendance, demographic, assessment, and any other student and human resource data to the BOARD on a timely basis using the District's data information system (TERMS and/or FOCUS).
2. Section 11: Student Records (Contract page 4 of 28) The School failed to maintain student records for current and former students in accordance with the requirements of state and federal law, including the Federal Education Rights and Privacy Act, 20 U.S.C., 1232g.
3. Section 12: Discipline (Contract page 4 of 28) The School failed to maintain a safe learning environment at all times.
4. Section 12.2: (Contract page 4 of 28) The School failed to follow the BOARD's guidelines and procedures regarding a recommendation of expulsion. No students shall be expelled except by the BOARD. Any recommendations for dismissal of a student in the School must be presented to the School's board for action.
5. Section 14: Academic Accountability (Contract page 5 of 28) The School failed to pursue and make progress toward the achievement of the goals, objectives and pupil performance standards set forth in its School Improvement Plan mutually agreed to by the BOARD and the School.
6. Section 15: Specialized Services and Provision of Services (Contract page 6 of 28) The School failed to provide services and accommodations to students with disabilities in compliance with applicable state and federal laws.

7. Section 20: Education Management Organization (EMO) Agreement (Contract page 12 of 28)
The contract between the School and the EMO shall require that the EMO operate the School in accordance with the terms stipulated in the School's Charter and all applicable laws, ordinances, rules, and regulations.
8. Section 21.3: (Contract page 12 of 28) The School provided employment to person(s) whose criminal background check disqualified this person from employment in a charter school under any applicable federal, state, or local law, ordinance or regulation.
9. Section 21.4: (Contract page 13 of 28) The School failed to ensure employees undergo a Level 2 background screening and be fingerprinted in a manner consistent with the BOARD's policy for criminal background checks, fingerprinting and ethics in education.
10. Section 24.5 (f): (Contract page 15 of 28) The school failed to deliver instructional programs or curricula identified in the charter school application or proposal.
11. Section 24.5 (p): (Contract page 15 of 28) The School failed to comply with all applicable federal, state and local laws, rules or regulations.
12. Section 24.5 (q): (Contract page 15 of 28) The School failed to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by local government or other governmental agencies.
13. Section 24.5 (r) (Contract page 15 of 28) The School failed to provide Exceptional Student Education (ESE) Programs and services as required by federal, state and local laws and policies.
14. Section 24.5 (t): (Contract page 15 of 28) The School failed to secure the health, safety and welfare of the students.

This recommendation will be an item on the consent agenda under Alternative Education for the Regular School Board meeting of the School Board of Escambia County, Florida on Tuesday, May 19, 2015. If approved, your contract will terminate on August 17, 2015. All the terms of sections 1002.33(8)(a-g) and (9)(o) F.S. are to be complied with upon this notice of termination of the charter by the BOARD.

The above grounds for termination of the Charter Contract do not include, at this time, matters that may result in criminal liability currently under investigation by the Office of the State Attorney. I reserve the right to raise such additional grounds for termination of the Charter Contract as are justified and appropriate upon completion of the investigation by the Office of the State Attorney.

Pursuant to Section 1002.33(8)(b) F.S., you may request a hearing by filing a timely request in response to the termination notification. The request for a hearing must be directed to the Superintendent's attention for presentation to the BOARD within fourteen (14) calendar days of receiving this ninety (90) day notice of termination. Such hearing shall be scheduled in accordance with Section 1002.33(8)(b)2 F.S.

Respectfully,



Malcolm Thomas, Superintendent
School Board of Escambia County, Florida

Affirmative action/equal opportunity employer

The following represents documentation for Section 9 contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

1. Section 9: Attendance (Contract page 3 of 28) The School failed to maintain accurate enrollment data and daily records of student attendance and shall provide enrollment, attendance demographic, assessment, and any other student and human resource data to the BOARD on a timely basis using the District's data information system (TERMS and/or FOCUS).

Appendix	Page(s)	Reference Comments
A	2	
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A	11-15	
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B	11-14	
C	2-36	
C	37-150	OSS referrals not entered, OSS not reflected in attendance
C	158-223	
C	251-258	
C	259-296	Inconsistent Grading

The following represents documentation for Section 11 contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

2. Section 11: Student Records (Contract page 4 of 28) The School failed to maintain student records for current and former students in accordance with the requirements of state and federal law, including the Federal Education Rights and Privacy Act, 20 U.S.C., 1232g.

Appendix	Page(s)	Reference Comments
A	2	
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B	10	
B	11-14	
C	2-36	
C	37-150	OSS referrals not entered, OSS not reflected in attendance
C	252-258	
C	259-296	Inconsistent Grading

The following represents documentation for Section 12 contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

3. Section 12: Discipline (Contract page 4 of 28) The School failed to maintain a safe learning environment at all times.

Appendix	Page(s)	Reference Comments
A	2-3	
A	5-7	
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A	12-14	
A	19-22	
B	3-5	
B	7-8	
B	12-13	
C	20-36	
C	37-150	Failure to report OSS and ISS in District Focus System
C	151-230	

The following represents documentation for Section 12.2 contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

- 4. Section 12.2: (Contract page 4 of 28) The School failed to follow the BOARD's guidelines and procedures regarding a recommendation of expulsion. No students shall be expelled except by the BOARD. Any recommendations for dismissal of a student in the School must be presented to the School's board for action.

Appendix	Page(s)	Reference Comments
A	5	
A	9	
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C	8-19	

The following represents documentation for Section 14 contractual violations by
21st Century Academy of Pensacola, Inc.
DBA
Five Flags Academy at Newpoint

- 5. Section 14: Academic Accountability (Contract page 5 of 28) The School failed to pursue and make progress toward the achievement of the goals, objectives and pupil performance standards set forth in its School Improvement Plan mutually agreed to by the BOARD and the School.

Appendix	Page(s)	Reference Comments
A	2	
A	6	
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B	7-8	
B	9	
B	11-14	
C	257-258	
C	259-296	Inconsistent Grading

The following represents documentation for Section 15 contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

6. Section 15: Specialized Services and Provision of Services (Contract page 6 of 28) The School failed to provide services and accommodations to students with disabilities in compliance with applicable state and federal laws.

Appendix	Page(s)	Reference Comments
A	2	
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C	8-19	

The following represents documentation for Section 20 contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

7. Section 20: (Contract page 12 of 28) Education Management Organization (EMO) Agreement: The School failed to require that the EMO operate the School in accordance with the terms stipulated in the School’s Charter and all applicable laws, ordinances, rules, and regulations.

Appendix	Page(s)	Reference Comments
A	ALL	
B	ALL	
C	ALL	

The following represents documentation for Section 21.3 contractual violations by
21st Century Academy of Pensacola, Inc.
DBA
Five Flags Academy at Newpoint

8. Section 21.3: (Contract page 12 of 28) The School provided employment to person(s) whose criminal background check disqualified this person from employment in a charter school under any applicable federal, state, or local law, ordinance or regulation.

Appendix	Page(s)	Reference Comments
A	3	
A	6-7	
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A	13-14	
A	21-22	
C	297-304	

The following represents documentation for Section 21.4 contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

9. Section 21.4: (Contract page 13 of 28) The School failed to ensure employees undergo a Level 2 background screening and be fingerprinted in a manner consistent with the BOARD’s policy for criminal background checks, fingerprinting and ethics in education.

Appendix	Page(s)	Reference Comments
A	3	
A	6-7	
A	10	
A	13-14	
A	21-22	
C	297-304	

The following represents documentation for Section 24.5(f) contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

10. Section 24.5(f): (Contract page 15 of 28) The School failed to deliver instructional programs or curricula identified in the charter school application or proposal.

Appendix	Page(s)	Reference Comments
C	259-296	Course objective not covered

The following represents documentation for Section 24.5(p) contractual violations by
21st Century Academy of Pensacola, Inc.
DBA
Five Flags Academy at Newpoint

11. Section 24.5 (p): (Contract page 15 of 28) The School failed to comply with all applicable federal, state and local laws, rules or regulations.

Appendix	Page(s)	Reference Comments
A	ALL	
B	ALL	
C	ALL	

The following represents documentation for Section 24.5(q) contractual violations by
21st Century Academy of Pensacola, Inc.
DBA
Five Flags Academy at Newpoint

12. Section 24.5(q): (Contract page 15 of 28) The School failed to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by local government or other governmental agencies.

Appendix	Page(s)	Reference Comments
A	6	
A	10	

The following represents documentation for Section 24.5(r) contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

13. Section 24.5(r) (Contract page 15 of 28) The School failed to provide Exceptional Student Education (ESE) Programs and services as required by federal, state and local laws and policies.

Appendix	Page(s)	Reference Comments
A	2	
A	5	
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A	12-13	
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C	9-19	

The following represents documentation for Section 24.5(t) contractual violations by
 21st Century Academy of Pensacola, Inc.
 DBA
 Five Flags Academy at Newpoint

14. Section 24.5(t): (Contract page 15 of 28) The School failed to secure the health, safety and welfare of the students.

Appendix	Page(s)	Reference Comments
A	ALL	
B	ALL	
C	ALL	

START-UP CHARTER SCHOOL CONTRACT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
21st CENTURY ACADEMY OF PENSACOLA, INC.
DBA
FIVE FLAGS ACADEMY AT NEWPOINT

THIS CHARTER SCHOOL CONTRACT (Charter)¹ dated to begin on the 1st day of July, 2014, is entered into between The School Board of Escambia County, Florida, (BOARD) and 21st Century Academy of Pensacola, Inc. DBA Five Flags Academy at Newpoint, a Florida not-for-profit corporation (School), which was formed for the purpose of operating Five Flags Academy at Newpoint. The BOARD and the School are referred to collectively as “Parties”.

RECITALS

WHEREAS, the Florida K-20 Education Code Section 1002.33, F.S., authorizes the establishment of public charter schools as part of the state’s program of public education. A charter school may be formed by the creation of a new school or conversion of an existing public school. Charter schools are established for the purpose of improving student learning and academic achievement, increasing learning opportunities, encouraging innovative models and measurement tools, and creating new professional development opportunities for teachers; and

WHEREAS, the BOARD has authority pursuant to Florida Statutes to grant a charter to a not-for-profit corporation, allowing that corporation to operate a charter school; and

WHEREAS, the School as a not-for-profit corporation, organized under the laws of Florida, submitted a proposal to operate a charter school on August 1, 2013; and

WHEREAS, the BOARD has approved the application and/or proposal of the School; and

WHEREAS, the Parties intend that this Charter serve as the contract governing the School’s operation. Terms of this contract are subject to change based on provisions set forth by changes in the Florida Statutes. Changes to the Florida Statute affecting provisions of this contract will preempt amendments to the contract. No material amendments to this Charter shall be valid without the approval of the School’s governing board and the BOARD.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the BOARD and the School agree as follows:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated into this Charter by reference.

¹ The term “Charter” refers collectively to this contract and all documents attached and incorporated into the contract.

2. Incorporation of Application. The application and any related documents that set forth any terms of the contract between the School and the BOARD are incorporated herein by reference.
3. Term of the Charter. Pursuant to 1002.33(7)(a)12, F.S., this contract shall have a term of five (5) years, commencing on the effective date of this Charter and expiring, if not otherwise extended as provided in this Charter, on June 30, 2019.
 - 3.1. Should the School be granted a deferral, the term of this Charter shall be extended in an amount equal to the length of the deferral granted.
4. Renewal. This Charter may be renewed for up to an additional fifteen (15) years by mutual agreement of the Parties and on such terms and conditions established by 1002.33, F.S.
 - 4.1. The School may not be eligible for renewal of its Charter if the School is in default under any term of this Charter or has failed to comply with the School Improvement Plan described in Section fourteen (14) below.
5. School Concept. The School shall operate in a manner consistent with the concept and mission statement set forth in the School's application and/or proposal as approved by the BOARD. The School shall not change the concept, mission statement or its general implementation of those guidelines without the prior approval of the BOARD.
6. School Year; School Days; Hours of Operation. At a minimum, the School must be in session each year for one hundred eighty (180) days, as required by state law to constitute a full school year. A charter school must commence its initial year with the beginning of the BOARD's calendar school year. Revisions and/or modifications to the School's calendar shall be approved by the BOARD at least sixty (60) business days before implementation.
7. Enrollment. Subject to the requirements of Section five (5) of this agreement, School Concept, the Parties have agreed to the following enrollment projections for the charter school: two hundred fifty (250) students in grades kindergarten through five (K-5).
 - 7.1 The enrollment capacity of the School shall be determined by the School pursuant to 1002.33(10)(h), F.S. Enrollment projections must consider the facility capacity as stated on any valid facility permit or certificate required for occupancy under applicable law. The School shall at all times ensure that enrollment does not exceed such capacity.
 - 7.2 If the planned enrollment decreases by thirty percent (30%) or more of the projected number in any given year, the School may be required to submit revisions to the original charter plan in areas including, but not limited to, budget and cash

flow and staffing plan. The School shall notify the BOARD within thirty (30) calendar days if the planned enrollment decreases by thirty percent (30%) in any given year.

- 7.3 The School must comply with the requirements of the Class Size Reduction provisions contained in Section 1 of Article IX of the State Constitution.
- 7.4 Section 1 of Article IX of the State Constitution establishes 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 (3) grade groupings are:
- a) Prekindergarten – Grade three (3): eighteen (18) students;
 - b) Grade four (4) – Grade eight (8): twenty two (22) students; and
 - c) Grade nine (9) – Grade twelve (12): twenty five (25) students.
8. Enrollment Process. The School shall enroll any eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or the building. Applicants shall be chosen for admission based on a random lottery guided by applicable law. The School must abide by any desegregation court orders.
- 8.1. Pursuant to 1002.33(10)(d), F.S., the School may give enrollment preference to siblings of an enrolled student, to the child of an employee of the School, or to the child of a member of the governing board of the School. If receiving federal start-up funds through the Charter Schools Program (CSP) grant, the School must comply with the federal regulations regarding enrollment preference as described in Title V, Part B Non-Regulatory Guidance.
- 8.2. A charter school may elect to administer eligibility standards as part of the enrollment process. Eligibility standards must be presented in the original charter application approved by the BOARD and must align with the mission and educational philosophy of the School. Pursuant to 1002.33(10)(e)5, F.S., such standards shall be in accordance with state law and may not discriminate against otherwise qualified individuals.
- 8.3. The School's admissions policies shall be non-sectarian and the School shall adopt a non-discrimination policy prohibiting discrimination based on race, religion, gender, or physical disability.
- 8.4. The School shall include in its admission policy provisions for students residing in neighboring counties as described in 1002.33(10)(a), F.S., or as currently allowed between the BOARD's city or county and the neighboring counties' school boards.
9. Attendance. The School shall maintain accurate enrollment data and daily records of student attendance and shall provide enrollment, attendance, demographic, assessment, and any other student and human resource data to the BOARD in a

timely manner using the District's data information system (TERMS and/or FOCUS). (Attachment 1)

10. Transportation. Transportation of charter school students may be provided by the School consistent with the requirements of Sections 1006.21-27 and 1012.45, F.S. The governing body of the School may provide transportation through an agreement or contract with the BOARD, a private provider, or parents. (Attachment 2)
11. Student Records. The School shall maintain student records for current and former students in accordance with the requirements of federal and state law, including the Federal Education Rights and Privacy Act, 20 U.S.C., 1232g. Should a student transfer to another school, the School may maintain copies of the departing student's academic records created during the student's attendance at the School.
12. Discipline. The School agrees to maintain a safe learning environment at all times. The School, at its option, may adopt the BOARD's policies regarding student conduct or develop its own student conduct policy in order to provide criteria for addressing discipline issues which are intended to ensure the health, safety and welfare of all students attending the School.
 - 12.1. If the School develops its own policy, the policy shall be submitted to the designee for review at least thirty (30) business days before the first day for students. The policy shall not be implemented until it has been reviewed by the BOARD's designee for compliance with applicable federal and state guidelines. Any subsequent changes to a policy developed by the School must be submitted to the BOARD for review prior to implementation of changes.
 - 12.2. The School agrees to follow the BOARD's guidelines and procedures regarding a recommendation of expulsion. No student shall be expelled from the District except by the BOARD. Any recommendations for dismissal of a student in the School must be presented to the School's board for action.
 - 12.3. The School may not dismiss or transfer a student involuntarily unless the dismissal or transfer is accomplished through established administrative procedures agreed to in this contract or through existing administrative procedures in the BOARD's rules or policies.
13. Curriculum. The School agrees to implement its educational and related programs as specified in the School's approved application setting forth the School's curriculum, the instructional methods, and any distinctive instructional techniques the School intends to use.
 - 13.1. The kindergarten through five (K-5) curriculum established by the School shall focus on reading and be aligned to satisfy the requirements of the Florida Standards

and/or common core curriculum and be grounded in scientifically based reading research, 1002.33(7)(a), F.S.

- 13.2. The School shall notify the BOARD of any material change in its curriculum subsequent to the effective date of this contract. Any material changes must comply with state law and be approved by the BOARD, in writing, before those changes are implemented.
- 13.3. No sectarian educational resources shall be used and the curriculum shall be secular in nature.
14. Academic Accountability. The School shall pursue and make progress toward the achievement of the goals, objectives and pupil performance standards set forth in its School Improvement Plan mutually agreed to by the BOARD and the School. The plan shall be on file in the Department of Alternative Education.
 - 14.1. The School Improvement Plan shall set forth the academic and student performance goals that the School is expected to achieve, along with the specific evaluative criteria upon which the BOARD will review the School's performance.
 - 14.2. The School shall establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The baseline shall be established according to the description provided in the School Improvement Plan. The School shall be accountable to the BOARD for making progress toward achieving the goals and standards set forth in the School Improvement Plan.
 - 14.3. The School will be held accountable for meeting the state's student performance requirements as determined by applicable state laws, rules and regulations regardless of whether those requirements are incorporated into the School Improvement Plan.
 - 14.4. The Parties agree that the School Improvement Plan is subject to change to comply with any new federal or state requirements. Such changes may require amendments to this contract.
 - 14.5. The methods to be used to identify educational strengths and needs of individual students will include analysis of baseline assessment data, scientifically research-based curriculum and teacher-made tests, process-and-product oriented portfolios, teacher observations, parent-teacher conferences, and classroom performance. Students' growth toward mastering Individualized Education Plan (IEP) goals will be measured and reported through progress notes associated with the IEP.

- 14.6. The School shall administer such standardized assessments as required by state law.
- 14.7. In addition to the foregoing, the School shall grant reasonable access to and cooperate with the BOARD, its officers, employees, and other agents, including allowing site visits by the BOARD, its officers, employees, and other agents, for the purpose of allowing the BOARD to fully evaluate the operation and performance of the School. When possible, the BOARD shall provide the School with twenty-four (24) hours advance notice of any formal evaluation site visit.
15. Specialized Services and Provision of Services. Unless the BOARD and the School have reached an alternate agreement that complies with applicable federal and state law, the School shall provide services and accommodations to students with disabilities in accordance and compliance with the following:
- a) the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.);
 - b) any and all Federal court orders applicable to children in the district where the School is located;
 - c) any and all state or local laws and/or regulations applicable to students with disabilities.
- 15.1. The School will provide a Free Appropriate Public Education (FAPE) to each exceptional student enrolled in the School. The School will provide all Exceptional Student Education (ESE) and/or other services listed on the student's IEP which is current on the date of enrollment in the School.
- 15.2. The School will utilize all of the BOARD's/state's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP development, and placement. The School will invite the BOARD's designee to any and all staffing and/or IEP meetings by providing a copy of the completed "Invitation to IEP Meeting" form, by United States mail or hand delivery, at least ten (10) business days prior to the meeting; a representative of the BOARD shall attend all such staffing and/or IEP meetings. The School agrees that a District representative will be present at and participate in any IEP decision to change the placement of a student from the School.
- 15.3. The BOARD's designee will represent the Local Educational Agency (LEA) at all eligibility staffing and initial IEP meetings for all students. Every effort should be made to arrange these staffing/IEP conferences during the time the BOARD's designee is scheduled to be at the School. The BOARD's designee will try to accommodate the School if the staffing/IEP conference cannot be scheduled during the designated time; however, adequate notice must be provided. The School will provide the BOARD with the name of its designee eligible to participate as the LEA in annual IEP meetings and updates.

15.4. Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Students whose needs cannot be adequately addressed at the School will be appropriately referred, and the School's staff will work together with the BOARD's personnel to ensure that the needs of these students are met.

15.5. The District's responsibilities are to

- a) provide ESE reports/student information on a regular basis;
- b) facilitate District information;
- c) provide specialized assessments or re-evaluations as needed in the event that the School does not have qualified evaluation personnel;
- d) consult with School staff;
- e) provide workshop opportunities;
- f) facilitate referrals to the District's Psychological Services Department for reevaluations;
- g) complete the ESE Matrix;
- h) complete initial evaluations and develop initial IEP's; and
- i) review and monitor reevaluations for ESE program eligibility.

The School's responsibilities are to

- a) deliver all services written on the IEP;
- b) provide transportation (Attachment 2); and
- c) provide completed Student Information System (SIS) Forms to assigned data specialist.

15.6. Parents of students with disabilities will be afforded notice of procedural safeguards in their native language.

15.7. Unless otherwise exempt, the School shall complete all required or requested federal and state reports in accordance with the timelines applicable to federal and state requirements.

16. Services for English for Speakers of Other Languages (ESOL). The School shall provide services to students with limited English proficiency in accordance and compliance with all federal and state laws governing the provision of services to ESOL students; any and all Federal court orders applicable to children in the district where the School is located; any and all state or local laws and/or regulations applicable to students with limited English proficiency.

16.1. The School may follow the BOARD's ESOL plan, which is required by 1003.56, F.S.; or a charter school, at its option, may develop its own ESOL program. Such

program developed by the School shall be provided to the BOARD's ESOL designee at least thirty (30) business days before the first day for students.

- 16.2. If the School develops its own plan, it must meet the requirements and terms of the Multicultural Education Training and Advocacy, Inc. (META) agreement and continue to meet the requirements throughout the term of the charter. Any subsequent changes to a plan developed by the School must be submitted to and approved by the BOARD's designee.
17. Financial Accountability and Financial Management. The School shall prepare and submit its unaudited annual financial statements, in accordance with the accounting principles in the Generally Accepted Accounting Practices (GAAP) in the United States of America for not-for-profit organizations. During the fiscal year, the School shall operate in accordance with GAAP, provided that the School's accounting methods must allow it to prepare reports as required by the BOARD and the state.
 - 17.1. The School shall prepare and provide to the BOARD a copy of its annual budget and cash flow projections for each fiscal year no later than July 1st of such fiscal year. The fiscal year for the School shall begin on July 1st and end on June 30th of each subsequent year.
 - 17.2. Pursuant to 1002.33(17)(d), F.S., the BOARD may distribute funds for up to three (3) months based on the projected full-time equivalent (FTE) student membership. Thereafter, monthly distribution should be made to the School no later than ten (10) business days after the BOARD has received the federal and state allocation. Funds distributed later than ten (10) business days shall be subject to a one percent (1%) rate of interest per month calculated on the unpaid balance at a daily rate. All funds distributed to the School from the BOARD shall be used solely for educational purposes and the School shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes.
 - 17.3. The BOARD shall furnish the School with eligibility data regarding Title I eligible students enrolled in the School. The BOARD shall provide the School with Title I funds based on that information. All Title I funds accepted by the School shall be spent as required by applicable Federal laws and regulations. The School shall submit to the BOARD a Title I plan detailing how the School will ensure Title I guidelines are being followed and that students are meeting high content and performance standards.
 - 17.4. In the event that this Charter is terminated, the School shall return any remaining public assets to the BOARD as required by 1002.33(8)(e), F.S.
 - 17.5. In each year in which funds are appropriated for charter school capital outlay purposes, the Commissioner of Education shall allocate the funds among eligible

charter schools. Charter schools must meet criteria presented in 1013.62, F.S., for a funding allocation.

- 17.6. The School shall not charge tuition to any student unless such student would otherwise be liable for tuition costs under applicable state law. The School may charge reasonable fees, to the extent permitted by law, for summer school programs, after school programs, student activities, and any other program for which the schools in the District may charge a fee.
- 17.7. The School may accept gifts, donations, or grants as long as acceptance of such gifts, donations, or grants do not violate any applicable law or the terms of the School's Charter. In the event that the School solicits funding from sources other than those set forth in this Section, it shall comply with all applicable federal or state laws regarding the reporting of charitable solicitations. The School shall keep separate accounting records of all gifts, donations, or grants. Any such gifts, donations, or grants made directly to the School shall be used in accordance with the terms of such gifts, donations, or grants. Any gifts, donations, or grants made directly to the School for general application at the School or for the students, shall be expended by the School.
- 17.8. The School may be recognized as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and if applicable, the School shall provide the BOARD with copies of all filings related to the School maintaining its 501(c)(3) exempt status, upon request.
- 17.9. The BOARD may assess up to a five percent (5%) administrative fee for services, provided in 1002.33(20)(a), F.S. The total fee shall be calculated based upon available funds as defined in 1002.33(17)(b), F.S. The BOARD may only withhold up to five percent (5%) for enrollment up to and including two hundred fifty (250) students. Pursuant to 1002.33(20)(a), F.S., for charter schools serving two hundred fifty-one (251) or more students, the BOARD shall utilize the difference between the total administrative fee calculation and the amount of the administrative fee withheld for capital outlay purposes specified in 1013.62(2), F.S.
- 17.10. Charter schools may elect to contract with the BOARD for goods and services. The BOARD shall provide the School with a detailed fee schedule for services provided. Pursuant to 1002.33(20)(b), F.S., if goods and services are made available to the School through a contract with the BOARD, they shall be provided to the School at a rate no greater than the BOARD's actual cost unless mutually agreed upon by the School and the BOARD in a contract negotiated separately from the charter.
- 17.11. At all times, the School shall maintain appropriate governance and managerial procedures and financial controls which shall include, but not be limited to

- a) accounting methods as specified in the School's Charter;
 - b) a checking account;
 - c) adequate payroll procedures;
 - d) bylaws;
 - e) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports; and
 - f) internal control procedures for cash receipts, cash disbursements, and purchases.
- 17.12. The School shall provide for an annual financial audit in accordance with 218.39, F.S. The auditor selected by the School must be a licensed certified public accountant. The financial audit shall be made available to the BOARD no later than forty-five (45) calendar days after the conclusion of the fiscal year. If the financial audit reveals a deteriorating financial condition, as defined by State Board Rule, or one of the conditions listed in 218.503(1), F.S., have occurred, the School and BOARD will develop a Corrective Action Plan (CAP) as required by 1002.345, F.S.
- 17.13. The School shall submit to the BOARD monthly financial reports which shall be provided on or before the end of the following month. The monthly financial reports shall be submitted on a form prescribed by the Florida Department of Education. This report shall include but not be limited to
- a) a balance sheet;
 - b) a statement of revenues and expenditures listed by function and object codes which include data for the month being reported and the year to date; and
 - c) a statement of changes in fund balance.
18. Facilities. The School shall be located at 8190 Pensacola Boulevard, Pensacola, Florida, 32534, in a facility that complies with all applicable building and fire codes and health and safety requirements and regulations. The School shall immediately notify the BOARD in the event that such occupancy permits are revoked. If the School is opening a newly constructed facility, it shall provide a detailed building plan to the BOARD as a pre-opening requirement. The building plan may include, but is not limited to, a scope of work with timeline and cost estimates, project manager contact information and back-up facility plan. The BOARD and School shall maintain consistent communication regarding the building construction to ensure the facility opens within an agreed upon timeframe.
- 18.1. The School shall notify the BOARD in writing regarding any potential change in the physical address of the School. If the address listed above is intended as a temporary location, a back-up facility plan should be provided to the BOARD.

- 18.2. The School agrees to provide the BOARD with documentation regarding the School's property interest (owner or lessee) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease at least thirty (30) calendar days before the initial opening day of classes.
- 18.3. Pursuant to 1002.33(18)(a), F.S., charter schools shall decide whether to comply with the Florida Building Code or the State Requirements for Educational Facilities (SREF). It is expressly agreed that the School shall obtain all necessary facility certification, and other approvals required for use and continued occupancy of the facility as required by any applicable federal, state, or local law, ordinance, or regulation.
- 18.4. The School further agrees that it shall be responsible for all costs for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies.
- 18.5. The School will obtain a valid and current certificate of occupancy and any other certificates that are required by the applicable building, fire, health and sanitation enforcement authorities at all times during the term of this Charter. Such certificates shall be provided to the BOARD's designee on or before August 1, 2014.
- 18.6. The School agrees that at no time during the term of this Charter will the enrollment of the School exceed the capacity permitted by zoning, building, fire and other applicable laws or regulations.
19. Governance Structure. The School is developed by a Florida not-for-profit entity. The governing board identified in the charter application shall oversee the affairs of the School. The School's governing board will define and refine policies regarding educational philosophy, assessment and accountability measures, policy decision-making, fiscal controls and systems. The governing body shall provide to the BOARD a complete list of governing body members, qualifications, and resumes. In the event of resignation, removal, and/or addition of new members, the School shall notify the BOARD within fourteen (14) calendar days. All members appointed to the School's governing board shall be fingerprinted and undergo a Level 2 background check no later than forty-five (45) calendar days after appointment to the board pursuant to 1002.33(12)(g)3, F.S.
- 19.1. No member of the governing body shall receive any compensation for services, directly or indirectly, from the School's operations. All governing body members are subject to the Code of Ethics provisions in Chapter 112, F.S. Violation of this provision shall constitute a material breach of the Charter. In accordance with

1002.33(7)(a)18, F.S., the School and its governing body shall comply with full disclosure of relatives who may serve on the governing board or may be employed by the School.

- 19.2. The School shall open all governing body meetings to the public and public notice shall be given in a timely manner. The School shall also comply with 1002.33(16)(b)2, F.S., relating to public records.
20. Education Management Organization (EMO) Agreement. The School shall submit all education management company (EMO) or service provider contracts to the BOARD for review. The BOARD's designee shall review the management company or service provider contracts based on fiscal and legal compliance with all applicable laws, ordinances, rules, and regulations by July 1, 2014. The BOARD shall submit written documentation of any and all concerns noted in the contract review.
 - 20.1. The contract between the School and the EMO shall require that the EMO operate the School in accordance with the terms stipulated in the School's Charter and all applicable laws, ordinances, rules, and regulations. The agreement between the School and the EMO shall include all services as noted below:
 - a) an explanation of the reasons for contracting with an EMO;
 - b) an explanation of how the proposed relationship with the EMO will further the School's mission;
 - c) a description of the services to be provided by the EMO;
 - d) a delineation of the roles and responsibilities between the School's governing board and the EMO; and
 - e) a clearly defined performance-based relationship between the School's governing board and the EMO.
21. Employment. The School shall hire its own employees. The governing board of the School shall observe non-sectarian and anti-discriminatory practices. The School shall be identified as a public employer in the state of Florida.
 - 21.1. All instructional staff employed by the School shall meet all applicable state requirements for instructional personnel. If allowed by applicable state law, the School may employ a school leader and contract with skilled non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals.
 - 21.2. All temporary instructors at the School must meet any applicable federal and state requirements for substitute teachers.
 - 21.3. The School agrees to perform any and all criminal background checks required by state or local law before employing any person. The School further agrees that no person shall be employed whose criminal background check returns information

which disqualifies that person from employment in a charter school under any applicable federal or state law, ordinance or regulation.

21.4. Employees and governing board members must undergo a Level 2 background screening and be fingerprinted in a manner consistent with the state policy for criminal background checks, fingerprinting and ethics in education. The School agrees that it will utilize the District's fingerprinting and background check system.

22. Insurance. The School shall obtain, maintain and provide the BOARD with evidence of insurance coverage throughout the term of the School's Charter. See Risk Management/Certificate of Debarment as Attachment 3.

22.1. To the fullest extent permitted by law, the School shall indemnify, defend and hold harmless the BOARD, its members, officers, employees, agents, affiliates, representatives (collectively, the "BOARD Indemnitees") from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorneys fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with:

- a) possession, occupancy or use of the property of the School, its faculty, students, patrons, employees, guests or agents;
- b) any act or omission to act, whether negligent, willful, wrongful or otherwise by the School, its faculty, students, patrons, employees, guests or agents;
- c) a violation of any law, statute, code, ordinance or regulation by the School, its faculty, students, patrons, employees, guests or agents; and/or
- d) any breach, default, violation or non-performance by the School of any term, covenant, condition, duty or obligation provided in this Charter including, but not limited to, the School Improvement Plan (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any BOARD indemnity or from any act or omission of the School required by law or the School's Charter.

22.2. To the fullest extent permitted by law, the BOARD shall indemnify, defend and hold harmless the School, any successor entity thereto, and their respective members, officers, employees, agents, affiliates and representatives (collectively, the "School Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with:

- a) any act or omission to act, whether negligent, willful, wrongful or otherwise by the BOARD, its members, officers, employees, agents, affiliates or representatives;

- b) a violation of any law, statute, code, ordinance or regulation by the BOARD, its members, officers, employees, agents, affiliates or representatives; and/or
- c) any breach, default, violation or non-performance by the BOARD of any term, covenant, condition, duty or obligation provided in this Charter (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any School Indemnitee or from any act or omission of the BOARD required by law or this Charter.

22.3. This indemnification, defense and hold harmless obligation shall survive the termination of this Charter. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

23. Covenants and Warranties of the School. The School covenants and warrants as follows:

23.1. The School shall operate at all times in accordance with all applicable federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, housing status or need for special educational services. The School will not partake in activities or events that foster the establishment of religion contrary to the First Amendment of the Constitution.

23.2. The School shall operate at all times in accordance with the terms of its Charter.

23.3. The School shall at all times maintain itself as a not-for-profit corporation under all applicable state laws, shall remain in good standing, and shall timely make all required filings to maintain its status and good standing. Upon request, the School shall provide the BOARD with certified copies of its Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a not-for-profit corporation, its By-laws, and all amendments or modifications thereto.

24. Cancellation/Termination of the School's Charter². The BOARD may terminate the School's Charter at its sole discretion pursuant to 1002.33(8)(a), F.S., on any of the following grounds:

24.1. Failure to participate in the state's education accountability system created in 1008.31, F.S., as required in this section, or failure to meet the requirements for student performance stated in the charter.

24.2. Failure to meet generally accepted standards of fiscal management.

² The BOARD will provide notice and allow reasonable time for the School to cure after notice unless it is found that the health, safety, and welfare of students is threatened.

- 24.3. Violation of law related to the operation of the School.
- 24.4. Other good cause shown.
- 24.5. School's committing and/or engaging in the following may lead to termination based on the definitions above:
- a) Failure to participate in required state assessment programs;
 - b) Commission of material fraud related to the operation of the School or to have made a material misrepresentation in the School's charter school application and proposal;
 - c) Failure to implement a School Improvement Plan, as required;
 - d) Failure to make progress toward the stated mission of the School pursuant to the charter school application and the School's Charter;
 - e) Failure to deliver instructional programs or curricula identified in the charter school application or proposal;
 - f) Delinquent ninety (90) business days or more in payments to vendors or inability to maintain adequate cash flow;
 - g) Filing of voluntary bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the School cannot continue to operate or the School is no longer economically viable;
 - h) Failure to have an acceptable annual audit and timely submission of financial reports or other reports required by federal or state law or the terms of the School's Charter;
 - i) Failure to manage public funds in accordance with the Generally Accepted Accounting Principles (GAAP);
 - j) Failure to maintain insurance coverage as described in this Charter;
 - k) Failure to provide the BOARD with required access to records;
 - l) Violation of any court order pertaining to the operation of the School;
 - m) Breach of any covenant, warranty, or obligation contained in the School's Charter;
 - n) Failure to comply with any applicable building, fire, or health code requirements;
 - o) Failure to comply with all applicable federal, state, and local laws, rules or regulations;
 - p) Failure to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by local government or other governmental agencies;
 - q) Failure to provide ESE programs and services required by federal, state and local laws and policies;
 - r) Failure to provide ESOL programs and services required by federal, state and local laws and policies;
 - s) Failure to secure the health, safety, and welfare of the students;
 - t) Failure to provide health care services to its students in compliance with all state and local health requirements pursuant to Section 1002.33(9)(e),

381.0056, F.S. and Florida Administrative Code Rule 64F-6.002. The School is required to have a school health services plan. The School may adopt its own health services plan or it may choose to utilize the District's plan. The School will need to contract with a third party to provide health care services to its students. A copy of the health care services plan contract shall be provided to the Sponsor no later than thirty (30) business days prior to the initial day of classes. In either event, the School is solely responsible for the provision of such services under its adopted health services plan.

- 24.6. At least ninety (90) calendar days before terminating the Charter, the BOARD or its agents or representatives shall notify the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within fourteen (14) calendar days after receiving the notice, request an informal hearing before the BOARD. The BOARD must conduct the hearing within thirty (30) calendar days after receiving the written request.
- 24.7. The BOARD, at its sole discretion, may send financial and/or instructional experts from the District to advise and assist the School in improving the situations stated in the notice as grounds for termination. The School shall cooperate fully with such District personnel's attempts to assist the School. Failure to cooperate or failure to significantly improve the noted issue(s) with such assistance shall constitute further good cause for termination.
- 24.8. The BOARD shall conduct the informal hearing within thirty (30) calendar days after receiving a timely written request. The School's governing body may, within the thirty (30) calendar days after receiving the BOARD's decision to terminate the Charter, appeal the decision pursuant to any applicable state law.
25. Immediate Termination. This Charter may be terminated immediately by the BOARD with board action, if it is determined that the health, safety, or welfare of the students is threatened.
 - 25.1. Except in cases of Good Cause or extreme danger to students' health, safety, or welfare, the BOARD agrees to provide, when practical and feasible, three (3) calendar days' notice before effectuating an immediate termination. The BOARD must provide the basis for the termination in writing detailing the basis, and such findings should be made concurrently with the BOARD's termination action. The School's governing board may, within fourteen (14) calendar days after receiving the BOARD's decision to terminate the Charter, appeal the decision pursuant to any applicable state or local law.
 - 25.2. Upon immediate termination, the BOARD shall assume the operation of the Charter School at least throughout any timely appeal by the School under state or local law. The School agrees that, upon receiving notice of the BOARD's decision to immediately terminate the Charter, the School shall immediately give the BOARD

all the keys to the Charter School's facilities and all security-system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all education and administrative records of the School so that the BOARD may properly assume operation of the School. Moreover, within two (2) business days, the School shall turn over all records and information regarding the accounts of all of the public funds held by the School and turn over all of the public property and public funds to the BOARD. The School shall fully cooperate in the turnover to the BOARD to ensure a smooth transition for the students.

- 25.3. The School's instructional and operational employees may continue working in the School during the time that the BOARD operates the School. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during this time, the BOARD reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the BOARD's assumed operation of the School. Additionally, the BOARD may elect to void contractual agreements.
- 25.4. Any unencumbered public funds from the School, any BOARD property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the BOARD's request until any appeal status is resolved.
- 25.5. If the School prevails in an appeal, the BOARD shall, within three (3) business days, return keys, security codes, and the facility itself to the School. In that case, the School's employees will continue as employees of the School, and the governing board of the School shall resume operation and oversight of the School. However, the Charter may still be terminated on ninety (90) business days' notice if grounds for such termination exist.
- 25.6. If the School appeals and is not successful, the BOARD shall allow the School's governing body to retrieve any personal belongings of its members from the School, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the BOARD.
- 25.7. In cases of non-renewal or termination of the Charter, the Charter School shall be dissolved. The governing body agrees not to dissolve until it has concluded all affairs connected to the non-renewal or termination of the Charter. Student records shall be turned over to the BOARD within three (3) business days; and copies of all administrative, operational, and financial records of the School shall be provided to the BOARD on the date the termination/non-renewal takes effect. A final audit report and the final accountability report shall be submitted for the immediate fiscal and school year.

- 25.8. In the event the School's Charter is terminated, any property, improvements, furnishings and equipment purchased with public funds shall automatically revert to the BOARD (subject to any lawful liens and encumbrances).
26. Intervention. The BOARD retains the right to institute an intervention or to require the School to enter into a Corrective Action Plan as required under federal or state law for the purpose of addressing any defaults or deficiencies in the operation of the School.
27. Disputes. If a conflict arises out of the terms, construction, or rights or obligations contained in this contract, the BOARD or the School may commence action in accordance with the guidelines stipulated in 1002.33(6)(h), F.S.
28. Governing Law. The School's Charter shall be governed by, subject to, and construed under the laws of the State of Florida without regard to its conflicts of law provisions. Jurisdiction and venue for any action brought under this Contract lie exclusively in Escambia County, Florida.
29. Waiver. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.
30. Counterparts; Signature by Facsimile. The School's Charter may be signed in counterparts, which shall together constitute the original agreement of the Parties. Signatures received by facsimile (with confirmation thereof) or electronically by either of the Parties shall have the same effect as original signatures.
31. Modification. The School's Charter may not be modified during its initial term or any renewal term unless such modifications shall be executed by both Parties in writing.
32. Assignment. This Charter may not be assigned or delegated by the School under any circumstances, it being expressly understood that this Charter runs solely and exclusively to the School.
33. Notices. Any notice, demand or request from one (1) party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if it is delivered by hand, overnight courier, facsimile (with confirmation thereof), or electronically within three (3) business days of being sent by registered or certified mail, postage prepaid, to the Parties at the following addresses:

School: Five Flags Academy at Newpoint
8190 Pensacola Boulevard
Pensacola, Florida 32534

BOARD: The School Board of Escambia County
75 North Pace Boulevard
Pensacola, Florida 32505

APR 15 2014

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

- 34. Severability. In the event that any provision of the Charter shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have made and entered into this Charter effective July 1, 2014, through June 30, 2019.

BOARD:

The School Board of Escambia County, Florida

By: Linda Moultrie
Linda Moultrie, Chair

Attest: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR April 2014 AGENDA

APR - 15 2014
[Signature]
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

SCHOOL:

21st Century Academy of Pensacola, Inc. DBA Five Flags Academy at Newpoint

By: Linda A Brown
Linda Brown, Board Chair

Attest: Tracey Adeock
Tracey Adeock, Secretary

Escambia School District Charter School Technology Services Document

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

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

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

- 1.2.4) Complete the School District provided online School Technology Planning Form each year and include language that addresses the procurement and procedural issues unique to Charter Schools
- 1.2.5) Designate a Technology Contact person at each Charter School that will act as the point of contact for communicating with the vendors delivering Charter School Technology Services and for exchanging information with District Technology Consulting services
- 1.2.6) Comply with all Escambia School District Technology Acceptable Use Policies and Board Policies that are germane to use of the District owned hardware and software accessed by Charter Schools
- 1.2.7) Orchestrate and fund any legal action necessary to resolve claims or liability associated with the vendors delivering Technology Services to Charter Schools
- 1.2.8) Hold the school district harmless for any failure of any donated equipment to operate or for any losses, fiscal or otherwise, resulting from District Technology Consulting advice

TRANSPORTATION SYSTEM AND CONTRACT LANGUAGE SUMMARY

While charter schools are deregulated in many areas, every charter school is required to meet Florida laws relating to health and safety, including, in part, Sections 1006.22, 1006.25, and 1012.45, F.S., relating to school bus inspection, maintenance, specifications, condition, and qualification of drivers. As a sponsor of your charter, the district will periodically assess the compliance of the charter school regarding these important safety requirements using the district transportation assessment process.

1. DRIVER TRAINING AND LICENSURE

All drivers of school buses shall have in their driver record:

- Current CDL License with passenger (P) and (S) endorsement
- State of Florida initial pre-service twenty (20) hour training certificate and twelve (12) hour on road observation
- Current DOE physical (Form ESE 479)
- Current Reflex test
- Background check as evidenced by current FDLE fingerprint screen
- Pre-employment drug and alcohol screening
- Proof that the driver is enrolled in a random drug and alcohol screening program
- MVR of driving history secured within one (1) week of the first and second semesters and any summer school session, if conducted
- Proof of annual, eight (8) hour driver in-service training

Failure to secure and maintain any of the above prior to driving will result in suspension of driving until such time as the director of transportation and the charter school director determine that corrective action has been taken and the appropriate documentation has been completed.

The school district training coordinator and staff will maintain such records and make all required contact with charter schools to ensure all drivers remain fully compliant. In matters pertaining to driver licensure, the district training coordinator shall have authority to revoke driving status if any charter driver fails to comply fully with Florida school bus driver qualification requirements.

Further, charter school drivers shall be notified of and participate in district annual in-service training for drivers and shall be subject to the district random drug and alcohol screening process.

2. SCHOOL BUS INSPECTION, MAINTENANCE, SPECIFICATIONS, AND CONDITION

All buses transporting students in the State of Florida must comply with state inspection, maintenance and specification requirements – without exception. The Florida Handbook for Bus Inspection details inspector qualifications, inspection procedure and schedule requirements.

A copy of the complete State of Florida Specification for School Buses is available from the Florida Department of Education Division of Student Transportation.

3. BUS INSPECTION AND SPARE ISSUE

All charter buses shall be configured with the complete annual inspection schedule in advance of each school year. This schedule shall be made and affixed to each bus by the district fleet service manager. Charter schools shall ensure that each bus is brought to the appropriate service facility on the dates scheduled. Failure to bring a bus in for its assigned inspection during normal working hours shall result in the bus being rendered out of service. The average inspection lasts one and one half (1.5) hours. If an item discovered during inspection renders the bus out of service, repairs will be made as quickly as possible to return that bus to service. If, however, the bus cannot be returned to service before its next scheduled run, a spare will be provided by the district, as available. Said spare will be returned to the issuing service facility in the same condition it was checked out as soon as the regular charter bus is available for pick-up.

If a repair requires substantial delay due to the severity of the discrepancy, charter schools shall make provisions to accommodate runs so as not to encumber the district spare(s) in excess of one (1) week.

4. BUS MAINTENANCE

All repairs shall be conducted by district service technicians at district facilities. Preventative, warranty, and emergency repair schedules shall be fully accommodated by all charter schools. The district shall provide appropriate scheduling and sufficient and timely notice for all repair evaluations. Failure to comply with repair schedules will result in the bus(es) being rendered out of service without a spare.

5. CHARGES, FEES, AND PAYMENT: DRIVER TRAINING AND LICENSURE

All file management and coordination will be conducted by the district at no cost to the charter school. This includes annual in-service and driver training with the following exceptions:

a. New Driver Training

All new driver costs currently covered by the applicant, which include permits, CPR & First Aid certification, and licensure, shall be paid for by charter school driver trainees in the same manner as district trainees. Payment shall be due at the time the service is provided.

b. Random Drug and Alcohol Screening

When a charter driver comes up on the random drug and alcohol screening, that driver will comply with the testing requirements by reporting to the district

transportation office to secure the appropriate screening paperwork and shall go to the screening site on the day scheduled, without exception. Costs associated with the screening shall be the responsibility of the respective charter school. Payment shall be due to the testing facility at the time the service is provided.

6. CHARGES, FEES, AND PAYMENT: SCHOOL BUS INSPECTION, MAINTENANCE

All inspection and service shall be conducted by district certified service technicians and inspectors at a labor rate of fifty (\$50.00) dollars per hour. All parts, including fluids, shall be provided at regular district pricing.

Payment for service and parts shall be due within thirty (30) days except in circumstances when substantial overhauls or costly items are encountered. In this circumstance the charter school shall work with the district finance department to determine payment structure and conditions.

7. FLEET CONDITION

Buses operated by charter schools shall not be considered a part of the district's fleet. Additionally, all insurance and licensing shall be maintained by the respective charter school. District surplus buses which exceed all state standards for mileage and usable service life should not be depended upon for continued service requirements. Inspection and maintenance of surplus buses beyond their salvage to maintenance breakeven point represents an extremely inefficient operating approach. Each charter school shall make reasonable efforts each year to work toward continuous fleet renewal through aggressive lease and purchase program planning, budgeting and implementation. Continued petitioning for surplus buses is not considered reasonable effort.

8. INSTRUCTIONS FOR END OF YEAR BUS STORAGE, INSPECTION AND REPAIR

All charter school transportation coordinators shall contact the district fleet service manager to arrange for the delivery of all charter buses to the main bus compound located at 100 East Texar Drive within the first (1st) week after the last regular day of school.

9. END OF YEAR BUS STORAGE, INSPECTION, AND REPAIR PROCESS

- All buses will be given an end-of-the-year exit inspection.
- Repairs will be scheduled for any out-of-service items identified in the exit inspection.
- All buses will then be stored for the summer in one of the district storage sites.
- As the new school year approaches, all buses will be given an in-service inspection.
- Upon completion of the in-service inspection and associated repairs, charter transportation coordinators will be contacted to retrieve their buses.
- Charter drivers will be informed of the inspection schedule and shown where it is posted aboard their bus.
- All billing for associated inspection and repairs will be immediately submitted when the respective inspection form or work order is completed.

10. INSTRUCTIONS FOR END OF YEAR DRIVER RECORD TURNOVER

All charter school transportation coordinators shall contact the district driver training coordinator to arrange for the delivery of all charter bus driver records as soon as possible, but no later than the end of the first week following the last regular day of school.

Records will be reviewed immediately and deficiencies will be reported back to the charter transportation coordinators for corrective action. Corrective action shall be completed before the driver may resume driving in the new school year.

All current drivers will be added to the random drug screening list, in-service notification roster, and Department of Motor Vehicles driving record report system.

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

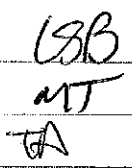
3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Signer: 

Kevin T. Windham, CFE, Director
Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Initials of each



Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

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

Certification

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

NAME OF APPLICANT		AWARD NUMBER AND/OR PROJECT NAME	
Five Flags Academy at Newpoint			
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Linda Brown, Board Chair			
SIGNATURE		DATE	
Linda A Brown		4/15/14	

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)