

DRAFT

Charter between the Florida State University, on behalf of the Florida Board of Regents, and Florida State University Schools, Inc.

This agreement between the Florida State University (FSU), a university in the State of Florida University System (“sponsor”), and The Florida State University Schools, Inc., a Florida not-for-profit corporation (FSUS, Inc.), is for the purposes of creating and maintaining a developmental research charter school (DRCS) pursuant to section 228.045, Florida Statutes. Currently FSU operates the FSU School (“FSU School”), a developmental research school (“DRS”) established pursuant to section 228.053, Florida Statutes. Pursuant to section 230.015, Florida Statutes, the DRS is a special school district (the “District”) for the purposes therein set forth. Pursuant to section 228.046 (4) (e), Florida Statutes, FSU is issuing this charter to FSUS, Inc. with the express intent of preserving rights and obligations reserved for the DRS in all applicable statutes. FSU shall continue to support the FSUS, Inc. consistent with its past practice and in accordance with those DRS requirements necessary to insure continuation of mission and the receipt from all funding sources available by law to DRS schools.

The FSUS, Inc. shall operate a grades K-12 DRCS regional school of choice, providing a venue for educational research, curriculum innovation, educator development and statewide reform efforts. The FSUS, Inc. shall also promote excellent instruction for its students and project its continuing service mission.

It is the intent of the parties that this agreement is subject to the provisions of Section 228.056, Florida Statutes, as amended and shall constitute the Charter.

PART I – GENERAL PROVISIONS

- 1.1 **Term and Effective Date:** This Charter shall become effective on July 1, 2000 for a term of 15 years ending June 30, 2016.
- 1.2 **Timetable for Implementation:** Initial operation of the DRCS shall commence at the beginning of the 2000-01 school year.
- 1.3 **Charter Renewal:** This Charter may be extended or renewed in increments of one, two or three years by mutual written agreement of the parties, or as specified by state law.
- 1.4 **Charter Modification:** This Charter may be modified during its initial term or any renewal term by mutual agreement of the parties provided that such agreement is in writing and executed by both parties.
- 1.5 **Non-renewal:** At the end of the term of the Charter, FSU may choose not to renew the Charter for any of the following grounds:
 - 1.5.1 Failure to meet the requirements for student performance as stated in this Charter;
 - 1.5.2 Failure to meet generally accepted standards of fiscal management;

- 1.5.3 Violation of law; or
- 1.5.4 Other good cause shown.
- 1.6 **Emergency Termination:** The Charter may be terminated immediately by FSU if FSU determines that good cause has been shown or if the health, safety, or welfare of the students is threatened. In such event FSU shall assume operation of the DRCS.
- 1.7 **Termination of Charter:** During the term of this Charter FSU may terminate this Charter for any of the grounds listed in paragraph 1.5 above.
- 1.8 **Notice of Non-renewal or Termination by Sponsor:** If FSU intends to not extend, not renew or to terminate the Charter, it shall notify the governing body of the FSUS, Inc. of its proposed action in writing at least 360 days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the FSUS, Inc. governing body may, within 14 days of receiving the notice, request an informal hearing before FSU. If such hearing is requested, FSU shall conduct the informal hearing within 30 days of receiving such written request. If, as a result of the informal hearing, FSU upholds its previous decision to not renew or to terminate the Charter, the FSUS, Inc. governing body shall have 14 days from its receipt of FSU's decision in which to submit a written request for an appeal of that decision to the State Board of Education pursuant to the procedure established in section 228.056(4), Florida Statutes, except in case of emergency termination, I, 1.5.
- 1.9 **Notice of Non-renewal by FSUS, Inc.:** If the FSUS, Inc. desires not to extend or renew the Charter upon its expiration, then it shall notify FSU in writing at least 360 days prior to the Charter's expiration of its intent to not extend or renew.
- 1.10 **Dissolution of School:** If the Charter expires and is not extended, renewed or is terminated, the DRCS shall be dissolved under the provisions of law under which the DRCS was organized, and any unencumbered funds from the DRCS shall revert to FSU.
- 1.11 **School's Debts:** If the Charter expires and is not extended, renewed or is terminated, the FSUS, Inc.'s remaining debts, if any, shall be paid in accordance with Section 228.056, Florida Statutes, and other provisions of state law. FSU shall not assume the debt arising from any contract for services made between the FSUS, Inc. governing body and a third party, except for a debt for which FSU and the FSUS, Inc. governing body previously agreed in writing would be paid by FSU.
- 1.12 **Enrollment of Students Following Charter Non-extension, Non-renewal or Termination:** If the Charter expires and is not renewed or is terminated, students who currently attend the DRCS may re-enter a public school in accordance with the student's Individual Education Plan (IEP) and federal and state laws pertaining to exceptional student education.

- 1.13 **Statutory Requirements:** The FSUS, Inc. and FSU shall comply with the provisions of Section 228.056, Florida Statutes, as amended, relating to charter schools. The FSUS, Inc. shall comply with Chapter 199, Florida Statutes, relating to public records and Section 286.011, Florida Statutes, relating to public meetings and applicable federal, state and local laws relating to health, welfare, safety, and civil rights.
- 1.14 **Annual Report:** The FSUS, Inc. shall make annual progress reports to FSU, which, upon verification, shall be forwarded to the Commissioner of Education at the same time other annual school accountability reports are required. The report shall contain at least the following information:
- 1.14.1 The FSUS, Inc.'s progress towards achieving the goals outlined in this Charter.
 - 1.14.2 The information required in the annual school report pursuant to Section 229.592, Florida Statutes.
 - 1.14.3 Financial records of the FSUS's, including revenues and expenditures.
 - 1.14.4 Salary and benefit levels of the FSUS's employees.
- 1.15 **FSUS, Inc.'s Governance Structure:** The FSUS, Inc. as operator of the DRCS, is organized as a Florida corporation not-for-profit and has elected to be a public employer. During the first year, FSU and the FSUS, Inc. agree that the DRCS's entire staff shall remain contracted employees of FSU as provided in Part V herein, unless both parties agree to selected current or new employees becoming employees of the FSUS, Inc. During subsequent years, the DRCS's initial staff may continue to be contracted FSU's employees. New employees hired after July 1, 2001 shall be employees of FSUS, Inc. If, however, they are employed by the FSUS, Inc. the FSUS, Inc. will determine salaries, and terms and conditions of employment as prescribed in statute.

PART II – ACADEMIC ACCOUNTABILITY

- 2.1 The FSUS, Inc. shall implement its mission and related educational programs as specified in Appendix A.
- 2.2 The FSUS, Inc. shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in Appendix A.
- 2.3 The parties agree that methods used to identify the educational strengths and needs of students and their educational goals and performance standards are set forth in Appendix A. Students attending the DRCS shall participate in the statewide assessment programs at least to the extent required by law.
- 2.4 The School's programs and operations shall be non-sectarian.

PART III – STUDENTS

- 3.1 **Community:** The parties agree that the community to be served by this Charter is defined as students in grades K-12 who may reside in the following Florida counties: Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor and Wakulla as well as foreign exchange or other special population students.
- 3.2 **Equity:** The School shall not violate the anti-discrimination provisions of section 228.2001, Florida Statutes, known as “The Florida Education Equity Act”.
- 3.3 **Exceptional Student Education:** As with other students in other public schools, if it is determined by the FSUS, Inc. staff at an Individual Education Plan (IEP) meeting that the needs of a student with disabilities cannot be met by the DRCS, that student will be withdrawn from the DRCS to be re-enrolled at a public school site having appropriate programs and services.
- 3.4 **Nonsectarian Admissions Policies:** The DRCS admissions policies shall be non-sectarian.
- 3.5 **Enrollment Process:** The DRCS shall enroll any eligible student for whom a timely application is submitted within the constraints of demographic representation as defined in statute, rule and policy, unless the number of applications exceeds the capacity of a demographic grouping, program, class, grade level, or building. The maximum number of students to be accommodated by the DRCS is 1600 students with approximate distribution by grade grouping as follows:

Grades K-5	480 students
Grades 6-8	480 students
Grades 9-12	640 students

In such case, all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with the selection procedures mandated by all applicable DRCS statutes and policies. As permitted by law, the DRCS shall admit up to 150 residents of Southwood as students during the 2000-01 school year. In the school year 2001-02 and beyond, as permitted by law and provided for in Attachment B, the DRCS shall maintain a cumulative total of 500 Southwood residents as DRCS students each year. DRCS admission preference shall also be extended to eligible siblings of students enrolled in the DRCS in accordance with the admissions guidelines, to children of the DRCS and FSUS, Inc. employees, and to children of validated FSU-DRS/Florida High Alumni. Applicants who are not invited as a result of the random selection process shall be placed on a waiting list in the order of their random selection and remain on such waiting list for subsequent grade levels for the school year until they are eventually enrolled in the school unless their parents have them removed from the waiting list or no appropriate openings occur.

- 3.6 **Health and Immunizations:** Enrollment is subject to compliance with the provisions of Sections 232.0315 and 232.032, Florida Statutes, concerning school entry health examinations and immunizations.

- 3.7 **Dismissals:** The dismissal of any students shall occur in accordance with the policies and procedures described in the DRCS Code of Student Conduct.

PART IV – FINANCIAL ACCOUNTABILITY

4.1 Operational Funding:

- 4.1.1 **Operating Revenue:** The DRCS shall be operationally funded pursuant to Section 228.053, Florida Statutes, and other applicable sections. The basis of the operational funding shall be the sum of the DRS operating funds from the Florida Education Finance Program (FEFP) as provided in Section 236.081, Florida Statutes, and the General Appropriations Act and all applicable categorical funds, grants and other funds.

The DRCS through the FSUS, Inc. shall be responsible for collecting and reporting data necessary to project, receive and account for state and other funds. The FSUS, Inc. shall develop and administer whatever policies and procedures are necessary to ensure compliance with applicable state financing statutes, 228.053 (9), rules or requirements and generally accepted accounting practices.

- 4.1.2 **Internal Revenue:** The DRCS, Inc. is to collect and disburse such internal funds and fees as prescribed in law, rule and policy. The FSUS, Inc. will administer policies and procedures necessary to insure compliance with statute, policy and rule and generally accepted accounting practice.

4.2 Capital Funding:

- 4.2.1 **Capital Revenue:** The DRCS shall be entitled to at least two types of capital revenue based on number and grade groupings of attending students as described in section 228.056f.s. as amended: 1) DRS capital funds pursuant to section 228.053 (9) (e and f), Florida Statutes, and 2) Charter capital funds pursuant to Section 228.0561, Florida Statutes. These funds may be supplemented by, but not supplanted by donations, grants and other financial sources.

FSU shall receive the charter capital funds and applicable DRS capital funds from the DOE or BOR as appropriate and within 10 days of receipt transfer the total capital funds received to the FSUS, Inc. to service debt, remodel, renovate or construct facilities as prescribed in applicable statutes.

- 4.2.2 **Property Development:** It is anticipated that the capital revenue funds shall be provided to FSUS, Inc. to provide nominal payment for a long-term lease (99 years) to the State Board of Trustees of the Internal Improvement Trust Fund for the school site and to service the debt service incurred to construct the proposed new school facility as described generally in Appendix C. In the event the new school is not constructed, only the DRS capital funds would be available for use by the FSUS, Inc. In the event the new school is completed and the amount of

capital funding received exceeds what is required to maintain the lease and provide for debt service, the FSUS, Inc. may utilize the funds to provide additional facilities for the DRCS, make capital improvements to the existing plant or enter joint postsecondary use or other collaborative agreements for the enhancement or extension of public education, for example as per section 235.195, Florida Statutes.

4.2.3 **Facilities Ownership:** At such time that all debt service and related obligations have been satisfied, the proposed new school facilities will be owned by FSUS, Inc. on behalf of the DRCS. The FSUS, Inc. shall have the right to possess such property for its operation during the term of the Charter, but will allow other organizations appropriate usage when practically available as determined by FSUS, Inc. policy and administration. Provided further, however, that any such users of the facilities will be responsible for the reasonable costs of operation, maintenance, security, damage, depreciation, and insurance associated with such use.

4.2.4 **Maintenance of School Plant and Facilities:** As owner of the school plant, FSUS, Inc. shall remain responsible for structural repairs and maintenance of the exterior portions of the building and other permanent improvements including roofs. Water and sewer pipes, heating, ventilation and air conditioning equipment and other large capital expenditures are considered the responsibility of FSUS, Inc. Telecommunications equipment, minor interior repairs, furnishings and fixtures are the responsibility of the FSUS, Inc. The FSUS, Inc. shall be financially responsible for cleaning the buildings and grounds, replacing worn out or broken items (other than fixtures) such as light bulbs, as well as for janitorial supplies and consumable supplies. The FSUS, Inc. may contract with FSU, other public entities, or private firms to perform any of the DRCS maintenance obligations for compensation mutually agreeable to both parties.

4.2.5 **Reverter:** In the event the FSUS, Inc. is dissolved or is otherwise terminated, all of its property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to and become the property of FSU. In the event that a debt service remains to be satisfied, FSU and the BOR shall have first option to satisfy the debt, but neither FSU nor BOR nor the State shall be responsible for debt incurred by the FSUS, Inc.

4.3 **Administration and Management:**

4.3.1 **Fees:** The FSUS, Inc. may charge fees in accordance with Section 228.053(5), Florida Statutes, other applicable laws and statutes and policies established by the FSUS, Inc.

4.3.2 **Disbursements:** FSU shall make certain that the FSUS, Inc. receives timely disbursement. Each payment shall be issued no later than 10 working days after FSU receives a distribution of state or federal funds. If a warrant for payment of a

scheduled disbursement is not issued within 10 working days after the receipt of funding by FSU, FSU shall pay to the FSUS, Inc. in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the 10-day period until such time as the warrant is issued.

- 4.3.3 **Payroll:** The FSUS Inc.'s total payroll costs associated with contracting employees such as administrators, faculty and staff (e.g. salaries, benefits, FICA, Medicare, etc.) who are employed by FSU shall be calculated each month and deducted from the FEFP funds that would otherwise be disbursed to the FSUS, Inc. All other charges paid to FSU by FSUS, Inc. will be disbursed by FSUS, Inc. within 30 days after receipt of a valid invoice from FSU.
- 4.3.4 **Services provided by FSU:** FSU may charge the FSUS, Inc. for additional services for which the parties mutually agree in writing that the FSUS, Inc. shall be charged prior to rendering of such services. All charges to be paid to FSU by the FSUS, Inc. shall be paid to FSU by the submitting of monthly invoices to the FSUS, Inc.
- 4.3.5 **Services provided by FSUS, Inc.:** FSUS, Inc. may charge FSU for costs related to the provision of services for special purposes or for housing FSU employees who are not FSUS, Inc. employees for which the parties mutually agree in writing that FSU shall be charged prior to the rendering of such services. All charges to be paid to FSUS, Inc. by FSU shall be paid to FSUS, Inc. by submitting monthly invoices to FSU.
- 4.3.6 **Audits:** The FSUS, Inc. agrees to submit to annual audits in compliance with federal, state, and school district regulations showing all revenues received, from all sources, and all direct expenditures for services rendered. The audit shall be conducted by FSU, an independent auditor, or by the Auditor General. The FSUS, Inc. further agrees to provide FSU with a copy of such audit and the corresponding response to its findings. FSU reserves the right to perform additional audits as part of FSU's financial monitoring responsibilities as it deems necessary. FSU will notify the FSUS, Inc. of this procedure in a timely manner consistent with the notification given to other university units.
- 4.3.7 **Monitoring:** Pursuant to Florida law requiring FSU to monitor the FSUS, Inc. in its progress towards the goals established in the Charter, and to monitor the revenues and expenditures of the FSUS, Inc., the parties agree that such monitoring will occur at FSU's expense on an annual basis.
- 4.4 **Insurance:** Recognizing that members of the DRCS's staff, as contracted FSU employees, are protected by the immunities of Section 768.28, Florida Statutes, the DRCS employees through FSUS, Inc. shall carry and provide proof of insurance for the following levels of coverage and may contract any insurance coverage with FSU, the State or private providers as necessary.

- 4.4.1 Commercial general liability insurance with coverage limits subject to the sovereign immunity limitations of Section 768.28, Florida Statutes.
- 4.4.2 Worker's compensation insurance in the amounts required by state law; and
- 4.4.3 Fire, casualty and theft insurance coverage for the FSUS, Inc.'s Personal Property, if applicable.
- 4.4.4 Fidelity/Dishonesty insurance with a coverage limit of at least \$50,000.
- 4.5 **Food Service:** The FSUS, Inc. may contract FSU or private firms for the provision of food services for students under terms and conditions that are mutually agreeable to both parties.
- 4.6 **Security:** FSU shall provide a School Resource Officer and other security support under the same costs and terms as currently provided.
- 4.7. **Surplus:** FSU shall provide notification and first right of refusal to FSUS, Inc. for surplus furniture, equipment, software, materials or other items and will notify FSUS, Inc. before making them generally available to other agencies or disposing of them in other manners.
- 4.8 FSUS, Inc. may continue to use the terms "Seminoles", "Noles", "Lady Noles", and "Lady Seminoles" as designated by the FSU president in 1992, as well as non-licensed seals and symbols in the traditional ways currently employed by the FSUS. The names Florida State University School and Florida High shall be reserved by FSU for the exclusive use of the FSUS, Inc.
- 4.9 **Other Services:** FSUS, Inc. may contract with FSU for the provision of other services, facilities, or programs to the extent that the FSU is willing to do so.

PART V – HUMAN RESOURCES

- 5.1 **Employment:** The FSUS, Inc. shall acquire DRCS administrators, faculty and staff subject to all terms and conditions provided by law, policy and applicable collective bargaining agreements, if any. FSUS, Inc. and contracted DRCS employees during the 2000-2001 school year shall, for all purposes, remain FSU employees on temporary assignment to the DRCS. During the 2001-2002 school year and thereafter, employees serving in school year 2000-01 may voluntarily choose to remain contracted FSU employees or to become FSUS, Inc. employees. The terms and conditions of employment may vary between the two structures.
 - 5.1.1 The FSUS, Inc. agrees that its employment practices shall be non-sectarian.

- 5.1.2 The teachers assigned to the DRCS shall be certified as required by Chapter 231.17, Florida Statutes, or may be skilled selected non-certified personnel employed to provide instructional services or to assist instructional staff members as teaching assistants in the same manner as defined in Chapter 231.15, Florida Statutes.
- 5.1.3 The FSUS, Inc. may not employ an individual to provide instructional services or to serve as a teaching assistant if the individual's certification or license as an educator is suspended or revoked by this or any other state.
- 5.1.4 The FSUS, Inc. agrees to disclose to the parents the qualifications of its teachers.
- 5.1.5 The FSUS, Inc. shall implement the practices and procedures for hiring, dismissal, salaries, contracts, benefit packages and all other terms and conditions of employment required by law, policies, and applicable collective bargaining agreements.
- 5.1.6 All administrators, faculty and staff employed by or assigned to the FSUS, Inc. are required to comply with the fingerprinting requirements of Section 231, 02, Florida Statutes.
- 5.1.7 The FSUS, Inc. shall not violate the anti-discrimination provisions of Section 228.2001, Florida Statutes, known as the Florida Education Equity Act.
- 5.1.8 The DRCS employees during 2000-01 will have access to any sick leave pool as long as they meet the FSU's qualifications. DRCS employees contracted by the FSUS, Inc., as long as they meet qualification requirements of the FSU, will accrue other appropriate benefits of FSU. The FSUS, Inc. Board of Directors reserves the right to establish any additional positions, which it deems necessary. FSUS, Inc. agrees to establish a payroll process for these positions. Qualifications and salaries for these positions will be determined by the FSUS, Inc.
- 5.2 **Contracted Staffing:** The FSUS, Inc. may contract on a short or long-term basis for managerial, instructional, security, support, or other services with FSU, or with other public entities or private firms, as it deems necessary.
- 5.3 **Collective Bargaining:** The DRCS employees have the right to bargain collectively as public employees as provided by law and their respective collective bargaining agreements.
- 5.4 **Training:** The School's teachers may participate in training conducted by FSU, and FSU's faculty and staff may participate in training conducted by the FSUS, Inc. New teachers who are assigned to or employed by the FSUS, Inc. may participate in the FSU's Orientation Program at no charge for those contracted through FSU.

WHEREFORE the parties have executed this agreement on the dates indicated below following a duly noticed public hearing held on _____.

**FLORIDA STATE UNIVERSITY
SCHOOLS, INC.**

FLORIDA STATE UNIVERSITY

By _____

By _____
Sandy D'Alemberte

Attest _____

Attest _____

APPENDICES

Appendix A

DRCS Missions

Goals

Measurement

Appendix B

FSUS Governance and Relationship to DRCS Operations, etc.

Appendix C

Letter of Intent