

**THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA**

**THIS CHARTER RENEWAL CONTRACT** entered into as of the 30<sup>th</sup> day of June 2019  
by and between

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, a body corporate operating  
and existing under the Laws of the State of Florida

and

**OCEAN STUDIES CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation

92295 Old State Highway  
Tavernier, FL 33070

**Definitions**

**Definitions:** The following terms shall have the following meanings herein unless the context clearly requires otherwise:

*Application* shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board.

*Governing Board* shall mean the governing board or body of the School.

*Charter* shall mean this charter entered into between the School and the Sponsor.

*County* shall mean Monroe County, Florida.

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

*FDOE* shall mean the Florida Department of Education.

*High-Stakes Review* shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

*School* shall mean Ocean Studies Charter School, Inc. (contracting party/legal entity and dba).

*Sponsor* shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

*State* shall mean the State of Florida.

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

### **Section 1**

- A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as **Appendix 1** and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.
- B. Authority for Charter. The School is a not-for-profit corporation organized and existing in accordance with Chapter 617, Florida Statutes, as required by Section 1002.33(7)12, Florida Statutes. A copy of the certificate of status issued pursuant to Section 617.0128, Florida Statutes, is attached to this Charter as **Appendix 2**. The School will operate in accordance with the provisions of Chapter 617, Florida Statutes, and other applicable laws.
- C. Term of Charter.
1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.
  2. Term. The term of this Charter shall be 10 years commencing on June 30, 2019 and ending on June 30, 2029 unless terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(6)(h), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.
  3. School Calendar. The School may choose, but is not required, to follow the Sponsor's school calendar. In the event that the school does not follow the Sponsor's school calendar, the School will provide a copy of its calendar to the Sponsor prior to the start of each school year. The School will also provide a copy of any changes to its school calendar to the Sponsor during the school year.
  4. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be

enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

5. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.
6. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.

D. Education Program and Curriculum

1. Any material change to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application. The School's curriculum, instructional methods, and distinctive instructional techniques are listed in **Appendix 3**.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners and the District's plan for ESE Policies and Procedures, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as **Appendix 4**. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or

otherwise described in this Charter. The baseline standard of achievement is attached hereto as **Appendix 5**. The outcomes to be achieved are attached hereto as **Appendix 6**. The School shall identify each student's strengths and needs by utilizing the methods contained in **Appendix 7**. The outcomes to be achieved and methods to identify student's strengths and needs in **Appendix 8** may be updated upon mutual written agreement of the parties without the need to formally amend this Contract.

**D. Renewal/Non-Renewal/Termination**

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth in section 1002.33(8), Florida Statutes.
  - i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
  - ii. Failure to meet generally accepted standards of fiscal management.
  - iii. Violation of law.
  - iv. Other good cause shown, which may include, but is not limited to, any of the following:
    - a. Failure to cure a material breach of any term or condition of this charter after written notice of noncompliance;
    - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
    - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
    - d. Failure by the School to provide the District with access to records as required by law or this Charter;
    - e. Failure of the School to maintain minimum insurance

coverage as described in this Charter if not timely cured after written notice;

- f. Violation by the School of any court order pertaining to the operation of the School;
- g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- k. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;
- l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
- m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).
- n. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;

- o. Willfully or recklessly failing to manage public funds in accordance with the law;
  - p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
  - q. Failure to maintain the minimum number of governing board members for more than 30 days;
  - r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.
2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter.
- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
  - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract.
3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.
- i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the

School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.
5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this charter, any and all leases

existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.
4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

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



## **Section 2: Academic Accountability**

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter. The admissions procedures and forms to be used in applying for admission to the School shall be listed and described in **Appendix 9**. Any amendments to such forms by the School shall be submitted to the Sponsor without need to formally amend this Charter.

### **A. Annual Objectives**

1. By September 15<sup>th</sup> of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15<sup>th</sup> of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:
  - i. Students scoring a level 1 on prior year assessment
  - ii. Students scoring a level 2 on prior year assessment
  - iii. Students scoring a level 3 or higher on prior year assessments
  - iv. Students with disabilities
  - v. English Language Learners
3. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the FDOE.
4. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
5. **Methods of Measurement:** The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
6. **School Improvement Plans:** The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law.

### **B. Assessments**

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
  2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform
  3. If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures. If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment in the classroom, the School will facilitate the accommodations or alternate assessment.
  4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
  5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
  6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.
- C. Student Promotion/Graduation: The School's student promotion policy shall be consistent with the provisions of the Application. The School will adopt the Sponsor's student progression plan.

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

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

**D. Data Access and Use Pursuant to Statute**

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

**Section 3: Students**

A. The School will serve students in grades Kindergarten (K) through fifth (5) grade with a maximum enrollment of one hundred sixteen (116) students. Any amendments to students served and/or maximum enrollment shall be submitted to the Sponsor without the need to formally amend this Charter.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The school may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL). The ways in which the School shall achieve racial and ethnic balance is described in **Appendix 10**.

If the District is operating under a federal order or other resolution or settlement

agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

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

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the school will utilize.
3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

- F. No later than November 1 of each year, the School shall provide to the Sponsor the School's projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

G. Annual Enrollment

1. Preliminary Projection: No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this contract, the proposed enrollment capacity for the subsequent school year.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this contract, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the governing board.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law as described in **Appendix 11**.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made

available to the Sponsor upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment.

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

A representative of the Sponsor shall be invited to participate in all IEP meetings. The Sponsor retains the right to determine whether or not to send a representative to such meetings.

4. Due Process Hearing:

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



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

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

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

v. The Sponsor shall ensure that:

(a) The due process hearing is conducted pursuant to applicable State laws and rules;

(b) A final decision is reached; and

(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- J. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; program specialist support for individual ESE cases; initial evaluation for ESE placement and re-evaluations as required by law; and other supports and services as agreed to by the School and the



District. The services included in the administrative fee and the cost for other services will be set forth in **Appendix 12**. Additional services not included in **Appendix 12** and not included in the administrative fee will be charged to the School at no higher than the cost to the District.

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

- L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application as described in **Appendix 13**. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

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

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

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.

N. School/Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

**Section 4: Financial Accountability**

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

- i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
- ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
- v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation.
- vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District may, at its discretion, provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor.

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount

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

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

#### 4. Distribution of Funds Schedule

- i. The Sponsor shall calculate and submit twelve (12) monthly or twenty-four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
- ii. For the first two years of this Contract, monthly payments will be calculated as follows:
  - a. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.
  - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.
  - d. Payments will be adjusted retroactively for prior period adjustments.
- iii. For the following years of the Contract, monthly payments will be calculated as follows:

- a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
  - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.
  - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

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

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
  - b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments

provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

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

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

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

B. Federal Funding

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

1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may

draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.G. of this Contract.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure. The information regarding the plan for the budget is contained in **Appendix 14**.
3. The School shall submit invoices by the 15<sup>th</sup> of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
6. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
8. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
9. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that

students are meeting high content and performance standards.

10. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School. The School is responsible for billing for Medicaid services.

C. Federal Grants

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

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

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.



E. Restriction on Charging Tuition

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

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

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

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records. All financial records will be stored at the School and maintained by Administration and the School Administrative Manager.

2. Financial and Program Cost Accounting and Reporting for Florida Schools

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of

section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly Financial Reports

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

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

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

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

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the

Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

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

v. Form 990, if applicable

A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

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

4. The School's Fiscal year shall be July 1 – June 30
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be

conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
  - i. Guarantee payment for any purchases made by the School;
  - ii. Guarantee payment for any debts incurred by the School;
  - iii. Guarantee payment for any loans taken out by the School.
  - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

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

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

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

**Section 5: Facilities**

- A. The School shall be located at 92295 Old State Road, Tavernier, FL 33070. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the

facility.

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

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

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

#### **Section 6: Transportation**

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section

1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents.

- B. Reasonable Distance: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents as further provided for in **Appendix 15**.
- C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

### **Section 7: Food Services**

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

### **Section 8: Insurance & Indemnification**

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

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
  2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
  3. Business automobile coverage with the same limits as general liability.
- B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond/Crime Coverage: The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates

shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

- G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.
- I. Applicable to All Coverages the School Procures
  - 1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
  - 2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
  - 3. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in



- addition to and not in lieu of any other remedy available under the Contract or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
  5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
  6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.
- K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Section 8(H) above, the District does not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Section 8(H) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to

compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal/Replacement

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

**Section 9: Governance**

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. The School's shareholders, Board of Directors, officers, and employees are listed in **Appendix 16**. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members as described in **Appendix 17**. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, charter school employee, or individual contracted to represent the governing board. If the governing board oversees

multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the charter school's website.

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

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

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

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

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

- B. The School shall be organized as a Florida nonprofit organization.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
  - 1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
  - 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
  - 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The

cost of the fingerprinting is the responsibility of the School or governing board member. Prospective governing board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
  5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
  6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
  7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.
  8. Any change in governing board membership must be reported to Sponsor in writing within 5 business days of the change.
- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.
- To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.
- E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
  3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
  4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
  5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
  6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
  7. The management organization will perform its duties in compliance with this Charter.
- F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

#### **Section 10: Human Resources**

- A. The School shall select its own personnel. The positions to be filled, the minimum qualifications for each position, and job description of each position are contained in **Appendix 18**.

- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee. Additional professional development for employees is contained in **Appendix 19**.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.

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

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

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

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

#### **Section 11: Required Reports/Documents**

A. Pre-Opening

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

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

B. Monthly

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

C. Annual

- 1. Annual Student Achievement Report
- 2. Annual Financial Audit
- 3. Program Cost Report
- 4. Annual Inventory Report [capital purchases with public funds]
- 5. Policies and Procedures of the school [if materially revised]
- 6. School based Student Code of Conduct [if materially revised]
- 7. Dismissal Policies and Procedures [if materially revised]



8. Crisis Response Plan [if materially revised]
  9. Employee Handbook [if materially revised]
  10. Current List of members of the Governing Board and Principal
  11. School's Parental Contract [if materially revised]
  12. Projected Enrollment [for subsequent school year]
  13. Capacity [for subsequent school year]
  14. School Calendar [for subsequent school year] if different than the District
  15. Evidence of Insurance
  16. Management Organization Agreement [if materially revised]
  17. Student Progression Plan [if materially revised]
- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

#### **Section 12: Miscellaneous Provisions**

A. Impossibility

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

B. Drug Free Workplace: The School shall be a workplace free of drugs.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

D. No Assignment without Consent

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

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

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

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

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

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

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

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties

forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

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

SCHOOL BOARD:

Superintendent of Schools  
Monroe County School District  
241 Trumbo Road  
Key West, FL 33040

OSCS:

Executive Administrator  
Ocean Studies Charter School  
92295 Old State Road  
Tavernier, FL 33070

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

L. Conflict Between Charter and Florida Law

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

M. Conflict/Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida

Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

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

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

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

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

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida Statutes.

#### N. Citations

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

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

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

mutually agreed upon.

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

O. Interpretation

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

### **Section 13: Safety and Security**

Ocean Studies Charter School will work with the Monroe County School District to provide the safest school possible for the staff and students, and will incorporate all the applicable and appropriate District and State approved emergency efforts in order to maintain a safe school environment. All staff members will be trained regarding procedures for disaster preparedness plans outlining procedures for emergency situations and natural disasters. Staff will be trained to implement an action plan within an emergency situation. Both students and staff will be trained in planning for these events through routine drills and practice. Procedures and plans will be provided to teachers and the staff through the employee handbook, and parents and community members will receive information regarding emergency procedures via newsletters and parent meetings. **Appendix 20** contains further information regarding the Safety and Security of the students, staff, facility, and property.

### **Appendices**

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)



# Charter of the Ocean Studies Charter School, Inc.

The School Board of Monroe County, as the contracting agent for the School District of Monroe County, Florida, pursuant to Section 4, Article IX, Florida Constitution, and Sections 230.02 and 230.22, Florida Statutes, and whose principal address is 241 Trumbo Road, Key West, Florida 33040 (hereafter the School Board), and the Ocean Studies Charter School, a Florida not-for-profit corporation whose principal place of business is in Tavernier, Florida, and whose principal address is 92295 Old State Highway, Tavernier, Florida 33070 (hereafter OSCS), agree that this document is the Charter for OSCS as required by Section 228.056, Florida Statutes. The School Board and OSCS agree to be bound by, and agree to abide by, the terms and conditions of this Charter as hereafter delineated.

## **1 ENTIRE AGREEMENT; EFFECTIVE DATE**

- 1.1 This Charter contains the entire agreement by and between the School Board and OSCS, and shall become effective at 8:00 A.M. on the day immediately following approval and execution by the School Board.

## **2 NOTIFICATIONS**

- 2.1 Any notifications required to be made under this Charter shall, unless otherwise specifically provided, be in writing and delivered to:

### **IN CASE OF THE SCHOOL BOARD:**

Superintendent  
Monroe County School District  
241 Trumbo Road  
Key West, FL 33040

### **IN CASE OF OSCS:**

Executive Administrator  
Ocean Studies Charter School  
92295 Old State Highway  
Tavernier, FL 33070

JUL 2011

## **3 AUTHORITY FOR CHARTER; CERTIFICATIONS BY OSCS:** The School Board is authorized to enter into this Charter by Section 1002.33(1), Florida Statutes, and OSCS certifies that:

- 3.1 OSCS is a not-for-profit corporation organized and existing in accordance with Chapter 617, Florida Statutes, as required by Section 1002.33(7)12, Florida Statutes. A copy of the certificate of status issued pursuant to Section 617.0128, Florida Statutes, is attached to this Charter as **ATTACHMENT A**. OSCS will operate in accordance with the provisions of Chapter 617, Florida Statutes, and other applicable laws.

- 3.2 OSCS is a private employer as authorized by Section 1002.33(7)15, Florida Statutes.
- 3.3 OSCS will abide by Section 1002.33(9)(d), Florida Statutes, and will not charge any tuition or fees other than those authorized and charged by the School Board for elementary school activities.
- 3.4 OSCS will abide by Section 1002.33(9)(a), Florida Statutes, and shall be nonsectarian in its programs, admission policies, employment practices, and operations; and, pursuant to Section 1002.33(9)(f), Florida Statutes, OSCS will abide by the antidiscrimination provisions of Section 1003.05, Florida Statutes.
- 3.5 OSCS as required in Section 1002.33(16)(b)1 & 2, Florida Statutes, will ensure that the requirements of the Florida Public Records Law (Chapter 19, Florida Statutes) and the Florida Government in the Sunshine Law (Section 286.011, Florida Statutes) are observed at all times.
- 44 **MISSION** The Mission of OSCS is to offer a quality public education based on the best practices in accelerated learning and reflecting the diversity of the children of Monroe County. OSCS will offer a rigorous academic program, producing students who meet or exceed the Sunshine State Standards in English Language Arts, Math, Science and Social Studies. While nurturing curiosity, creativity and imagination, we will encourage children to become independent, responsible and self-motivated learners. Through a uniquely prepared environment and the use of special didactic materials, the students progress through individual educational programs centered on the fascinating marine environment surrounding their community. The philosophy of OSCS includes:
  - 4.1 An integrated "Ocean Science Curriculum" which instills a sense of wonder about the natural world and the child's place within the universe, and which encourages an appreciation of the biological and cultural diversity of our planet and its inhabitants.
  - 4.2 Encouragement of active parent involvement in OSCS and in all aspects of their child's education, including reinforcing accelerated learning practices at home.
  - 4.3 Focus on the importance of accelerating skills in reading, writing and math using best practices through the study ecology, marine biology and oceanography with hands-on learning and use of the diverse local community resources.
  - 4.4 A profound belief in humanitarianism, cooperative rather than competitive learning, investigation of the magnificent achievements of mankind and peace education.
  - 4.5 A detailed description of how OSCS would provide increased learning opportunities for all students, with special emphasis on low-performing students and on reading mastery follows in ATTACHMENTS E through I. All parents will be regularly informed about their student's initial assessment, follow-up assessments, standardized test results, progress through benchmark standards, and achievement of adequate yearly progress or better in reading, mathematics and science. Low-performing students, ELL, and ESE students likewise will achieve AYP results with the aid of daily one-on-one instruction, custom



lesson plans and more frequent benchmark testing to assure mastery of each concept, and parents will be kept informed.

- 5 **STUDENTS OF OSCS.** The initial student population to be served by OSCS shall include, and be limited to, children whose ages are five through nine, and who will be in the kindergarten, first, second or third grade. The student population shall not exceed one hundred sixteen (116) students.
  - 5.1 OSCS will be open to any student, age five through nine, residing in Monroe County.
  - 5.2 The admission procedures and forms to be used in applying for admission to OSCS are described in **ATTACHMENT B.**
  - 5.3 Preference in enrollment shall be given to children of employees and of OSCS and to siblings of then-currently enrolled students of OSCS.
  - 5.4 Children with handicapping conditions and children served in English for Speakers of Other Languages (ESOL) shall have an equal opportunity in the selection process, and shall receive educational and related services in accordance with federal and state requirements. ELL students will receive access to all services necessary for academic success and rapid progress through specific lessons and immersion per the LULAC Consent Decree. ESE students will receive such services as will allow them to make AYP and achieve reading success. See **ATTACHMENTS E THROUGH I**
  - 5.5 The student composition of OSCS shall be reflective of the racial and ethnic balance of Monroe County, or shall be within the range of the racial and ethnic balance of the public schools of Monroe County. The ways in which OSCS shall achieve this balance is described in **ATTACHMENT C.**
  - 5.6 The disciplining and suspension, expulsion, and removal of students from OSCS, and the forms to be used in these processes, shall be in accordance with the Code of Student Conduct and procedures set forth in **ATTACHMENT D.**
  - 5.7 Enrollment at OSCS shall be reported to the Superintendent of Schools as required by Section 1011.62, Florida Statutes, and such reporting shall be in accordance with the definitions listed in Section 1011.61, Florida Statutes. The actual form and method of reporting shall be as determined by the School Board's Director of Management Information Services.
  - 5.8 Each student enrolled in OSCS shall comply with all statutory provisions relating to school entry, health examinations, and immunizations.
- 6 **CURRICULUM:** The OSCS curriculum instructional methods, and distinctive instructional techniques are listed in **ATTACHMENT E.**

- 6.1 Within thirty (30) days of the beginning of the school year, OSCS shall establish a baseline standard of achievement utilizing evaluative and diagnostic instruments, procedures, and approaches listed in **ATTACHMENT F**.
- 6.2 OSCS will achieve the outcomes, as measured in accordance with, the provisions of **ATTACHMENT G**.
- 6.3 OSCS shall identify each student's strengths and needs by utilizing the methods contained in **ATTACHMENT H**.
- 6.4 In addition to participation in the statewide assessment program, OSCS will determine how well educational goals and performance standards are achieved by students in accordance with the methods and procedures listed in **ATTACHMENT I**.
- 7 **EMPLOYEES:** OSCS shall be responsible for identifying needed staff positions, recruiting applicants, and hiring its employees.
  - 7.1 The positions to be filled, the minimum qualifications for each position, and job description for each position are contained in **ATTACHMENT J**.
  - 7.2 OSCS certifies that all persons occupying teaching positions at OSCS shall be appropriately certificated by the Florida Department of Education, and that teachers serving ESOL and special needs students shall have the appropriate specialty certification required by state or federal law. Certification of teachers shall be performed through the Monroe County School District and charges for such assistance borne by the District under the 5% administrative fee as contemplated in F.S. 1002.33.
  - 7.3 OSCS certifies that its personnel screening, selection, and employment procedures shall be consistent with federal and state anti-discrimination laws, including but not limited to, the following:
    - 7.3.1 Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin.
    - 7.3.2 Title IX of the Education Amendment Act of 1972, as amended (20 U.S.C.ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
    - 7.3.3 Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C.s. 794), which prohibits discrimination on the basis of handicaps.
    - 7.3.4 The Age Discrimination Act of 1975, as amended (42 U.S.C.ss.6101-6107), which prohibits discrimination on the basis of age.
    - 7.3.5 The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

- 7.3.6 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 7.3.7 The Public Health Service Act of 1912, ss.523 and 527, (42U.S.C.290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- 7.3.7 Title VIII of the Civil Rights Act of 1968 (42 U.S.C.s.2601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.
- 7.3.9 The Americans with Disabilities Act of 1990 (43 U.S.C.s.1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability.
- 7.3.10 The Individuals with Disabilities Education Act, as may be amended from time to time, relating to free appropriate public educations for eligible students with disabilities.
- 7.3.10 The Jessica Lunsford Act (H.B. 1877), as may be amended from time to time, relating to the background and screening of school personnel, contractors and vendors.
- 7.3.10 Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.
- 7.4 OSCS certifies that Teachers employed by or under contract to OSCS shall be certified as required by chapter 1012. Teachers employed by OSCS shall received certification assistance from the District as part of the administrative fee paid by OSCS. Furthermore, OSCS shall employ or contract with employees who have been fingerprinted as provided in s.1012.32.
- 7.5 OSCS shall notify all applicants for positions with OSCS and shall notify all employees upon appointment or employment, of the employee's right to bargain collectively in accordance with Section 1002.33(12)(b) and of the provisions of sub-sections 1002.33(12)(d) through (g) Florida Statutes.
- 7.6 All employees, vendors, contractors and Board members of OSCS will comply with the Lunsford Act as codified in F.S. 1012.465 and 1012.32. OSCS agrees to have all necessary level 2 screenings performed through the School District with the cost of such screenings being borne by OSCS. OSCS further agrees that any employees, vendor, contractor or Board member found to be disqualified under the Lunsford Act will not be allowed on school property, have direct contact with students or control of school funds.
- 7.7 OSCS agrees to notify the designated District charter school contact of any changes in the employment status of OSCS employees and/or contractors, including hiring, termination of employment and leave of absences.
- 8 **FACILITIES:** OSCS shall have as its principal place of operation the premises located at 92295 Old State Highway, Tavernier, Florida (the School).

- 8.1 OSCS does not own the School premises, but will execute a lease for the premises upon the approval of this Charter by the School Board. The lease shall be in the form contained in **ATTACHMENT K-1**, and shall specifically contain a provision giving the School Board the right to assume the lease for the remainder of the school year if (1) this Charter is terminated; (2) OSCS declares bankruptcy or seeks relief from creditors under any federal or state law; (3) OSCS ceases to do business or its corporate status is voluntarily or involuntarily terminated or revoked; or (4) an audit of OSCS's financial records discloses that OSCS does not have the financial resources, as determined by the School Board, to continue to meet its obligations under this Charter.
- 8.2 Within thirty (30) days of the effective date of this Charter, OSCS shall deliver to School Board certificates from the appropriate state, county, and city agencies evidencing that the School has been inspected and is in compliance with all health, fire and life safety, electrical, plumbing, and Americans with Disabilities Act (ADA) access requirements. As a minimum, the School and its facilities shall comply with the State Uniform Building Code for Public Educational Facilities Construction adopted pursuant to Section 235.26, Florida Statutes, or shall comply with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, and state minimum fire protection codes pursuant to Section 633.025, Florida Statutes. No payments shall be paid to OSCS by School Board until a copy of the policy or policies of business interruption insurance, as required below, is delivered to School Board.
- 8.1 During the term of this Charter, OSCS agrees to maintain the School's buildings, structures, and premises (1) consistent with the compliance requirements of Section 8.1 above, and (2) in a good state of repair and cleanliness.
- 9 **INSURANCE: GENERAL REQUIREMENTS:** All insurance policies required by School Board to be obtained by OSCS shall contain the following terms or conditions (which may be in the form of a certificate or endorsement acceptable to School Board):
- 9.1 The School Board shall be an additional insured (not an additional NAMED insured).
- 9.2 Cross-liability coverage and/or an endorsement for separation of insureds shall be provided.
- 9.3 The coverage afforded School Board as an additional insured shall be primary, and shall be excess over any valid and collectible insurance or self-insurance program carried by or available to School Board.
- 9.4 Deductible or self-insured retention amounts for any policy shall not exceed \$5,000.00.
- 9.4 The policy will not be canceled or changed so as to reduce the coverage until after thirty (30) days written notice to School Board.
- 9.4 Evidence of insurance coverage will be submitted to the District charter school contact person as renewal occurs and a copy provided not less than annually.
- 10 **INSURANCE: REQUIRED.**

- 10.1 In addition to any other insurance coverage for the School as is required under its lease of the School premises, OSCS shall obtain and keep in force during the term of this Charter a policy or policies of Combination business Interruption and Extra Expense Insurance Coverage (e.g., ISO Form CP 00 30) in such form and amounts as will permit OSCS to rent other premises upon which to continue its obligations under this Charter in the event that the School is destroyed or rendered unusable by man-made or natural catastrophe. No payments shall be paid to OSCS by School Board until a copy of the policy or policies is delivered to School Boards. Such policy or policies shall be issued by an insurer licensed to do business in the State of Florida acceptable to School Board.
- 10.2 OSCS agrees to obtain and keep in force during the term of this Charter commercial general liability coverage and umbrella liability coverage (CGL/UL) in an aggregate amount of not less than THREE MILLION DOLLARS (\$3,000,000.00). Such policy or policies shall include miscellaneous professional liability (MPL) coverage and employment practices liability (EPL) coverage; shall be issued by an insurer or insurers licensed to do business in the State of Florida and acceptable to School Board; and shall be in form acceptable to School Board.

## **11 INDEMNIFICATION; HOLD HARMLESS.**

- 11.1 To the fullest extent permitted by law, OSCS shall indemnify and hold harmless School Board, its elected officers, Superintendent, and School Board's employees, agents, and attorneys, and each of them, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance or non-performance by OSCS under or in relation to OSCS duties and responsibilities under this Charter, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions by OSCS, anyone directly or indirectly employed by OSCS or anyone for whose acts OSCS may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, and further provided such damage is not caused by the negligence or intentional actions of the School Board. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to School Board, its elected officers, Superintendent, and School Board's employees, agents, and attorneys, and each of them.
- 11.2 In claims against School Board, its elected officer, Superintendent, and School Board's employees, agents, and attorneys, and each of them, by anyone directly or indirectly employed by OSCS or by anyone for whose acts OSCS may be liable, the indemnification obligation under this Section 11 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for OSCS under workers compensation laws, disability benefit laws, or other employee benefit laws.

## **12 STUDENT TRANSPORTATION**

- 12.1 OSCS certifies that all students enrolled in OSCS shall be entitled to receive transportation services consistent with the requirements of subpart 1.e of Chapter 1006, Florida Statutes, and as authorized by Section 1002.33(20)(c), Florida Statutes.

- 12.2 OSCS shall provide, through the use of parents and volunteers, transportation to school as provided in ATTACHMENT L. No student shall be excluded from enrollment at OSCS due to lack of transportation. We encourage all parents who are able to drive their student to OSCS and accompany their child into school, to interact with the teachers and staff and pick up information from the message book and become an active participant in their child's education.

### **13 STUDENT FOOD SERVICES**

- 13.1 OSCS and School Board agree that the student food service program and facilities of the Monroe County School District may be utilized to provide student food services to OSCS's pupils.
- 13.2 OSCS, should it desire to utilize the District Food Services, must confer with the School Board's Food Service personnel or agency to determine the agreed cost per meal per pupil, scheduling meal periods available to OSCS pupils, premises location(s) for consumption of meals by OSCS students, and the supervision procedures for students to be provided by OSCS as contained in ATTACHMENT M.

### **14 FINANCIAL OPERATIONS**

- 14.1 School Board and OSCS agree that monies realized from federal, state, and local tax sources are public funds for which both the School Board and OSCS are responsible. As a public school, OSCS will be held responsible for prudent use of public funds. To insure proper stewardship of public funds, Section 1002.33(5)(b)2, Florida Statutes, requires School Board to monitor the revenues and expenditures of OSCS and Section 218.39(1)(e), 1002.33(9)(g), Florida Statutes, requires that OSCS financial records be audited annually in a manner similar to that of the auditing of the financial records of the School Board. OSCS shall provide to the Superintendent of Schools a copy of any audit results and findings immediately upon its receipt, and shall also provide a copy of its response immediately upon its submission. As part of its responsibilities under this Charter, the School Board reserves the right to have an audit conducted of OSCS financial status at any time the School Board may feel is necessary upon finding of financial irregularity.
- 14.2 It is anticipated that OSCS will receive Florida Education Finance Program (FEFP) funds from state and local sources; will receive categorical funds from state sources; and will receive monies from other sources such as federal categorical projects, federal school food service revenues and associated collections from students and staff, donations dedicated to specific purposes, and monies derived from collections (not fees or tuition) for school pictures, club dues, parent-teacher organization fund raisers, and other internal account activities. In order to provide accurate financial records and to facilitate the monitoring and auditing processes, OSCS will adopt the governmental accounting model (the Red Book model) and set up its reporting procedures according to the appropriate fund, function, and object levels and other requirements of the Red Book.
- 14.3 Students enrolled in OSCS shall be funded as if they are in a basic program or special program, the same as students enrolled in the other district schools under the direction and control of the School Board. Funding is generally related to full-time equivalency. A full-time equivalent (FTE) student is one student in membership in a school program for a school day for a full school year (FS 1011.61(1)(a)1). Determining the number of counts must be reported by OSCS to the

School Board for inclusion in the School Board's required reporting and calculation. In these regards, OSCS personnel shall maintain the appropriate liaison with School Board and shall conduct such activities, utilize such forms and documents, and prepare and submit such reports as directed by School Board.

- 14.4 The basis for student funding for OSCS shall be in accordance with Section 1011.62, Florida Statutes. The School Board will not make any payments to OSCS in advance based upon any projected FTEs, except for grants already approved. OSCS agrees that it has sufficient funds on hand at the time of the execution of this Charter for start-up costs to assure prompt payment of initial and continuing operating expenses associated with the opening and initial operation of OSCS, including but not limited to utility deposits and monthly expenses, premises lease payments, employee salaries and benefits, insurance premiums, transportation and food service costs, and books and supplies expenses.
- 14.5 School Board agrees to timely and efficiently pay to OSCS all sums due to OSCS in accordance with Section 1002.33(17)(d), Florida Statutes. Payments will be issued within thirty (30) days of receipt by School Board of an invoice prepared and certified by OSCS. If payment is not made by School Board within the said thirty (30) days of receipt by School Board of an invoice prepared and certified by OSCS. If payment is not made by School Board within the said thirty (30) days, then School Board shall pay to OSCS, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of the 30-day period until such time as the School Board's check is issued. All payments made by School Board shall be reduced by any amounts due to School Board pursuant to the provision of transportation services and food services to OSCS and for any other payment then due and owing to School Board by OSCS.
- 14.6.1 OSCS agrees that it does not have the authority, and will not during the term of this Charter, levy taxes or issue bonds secured by tax revenues. Additionally, OSCS will not pledge the faith and credit of the School Board or the Monroe County School District to secure any debtor to obtain anything of value, and when entering into contracts, soliciting bids, or making purchases, OSCS shall inform all interested parties as follows:
- The Ocean Studies Charter School (OSCS) does not have the authority and cannot legally bind the School Board of Monroe County to make payment for any debts or obligations incurred by OSCS, and you have no claim or cause of action against the Monroe County School Board on account of this (contract/bid/purchase).
- 14.7 OSCS in incurring any obligation requiring the expenditure of monies beyond the term of this Charter shall not rely upon any consideration that this Charter will be renewed subsequent to its expiration.
- 14.8 OSCS budget, including a reasonable amount for the costs of a financial audit, for performing its obligations under this Charter is listed in ATTACHMENT N.
- 14.9 Each employee, officer, director, or shareholder of OSCS who is responsible in any manner for handling or expending school funds or property shall be adequately bonded in an amount of not less than TEN THOUSAND DOLLARS (\$10,000.00).

- 14.10 OSCS shall submit monthly signed financial statements to the School Board. Such statements shall be made at such time and on such forms as the School Board's Director of Finance shall direct.

## **15 OSCS GOVERNING STRUCTURE**

- 15.1 OSCS shareholders, Board of Directors, officers, and employees are listed in **ATTACHMENT O**, also listed is the name, title, address, and telephone number of the person responsible for the day-to-day operation of OSCS and who will be the principal of OSCS.
- 15.2 OSCS agrees that it will generate and maintain its books, records, and documents in accordance with applicable provisions of Florida law, and that its operations will conform to the requirements specified in its articles of incorporation and duly adopted by-laws.
- 15.3 OSCS agrees to keep the School Board informed on a timely and regular basis of any additions or deletions of persons listed in **ATTACHMENT O**.
- 15.4 To avoid any conflicts of interest and violations of the public officers and employees ethics laws, OSCS agrees that none of its shareholders, directors, officers, or employees will also be employed in any position by the School Board. Any school board employee desiring to be simultaneously employed by OSCS shall notify the Superintendent of Schools in writing requesting a waiver of this prohibition. Nothing in this provision shall operate to prohibit children of School Board employees from being eligible for enrolling in, and attending OSCS programs.

## **16 CHARTER IMPLEMENTATION PROGRESS REPORTS**

- 16.1 The timetable for effectuation of the provisions of this Charter, which addresses the implementation of each element, is provided in **ATTACHMENT P**.
- 16.2 OSCS shall submit progress reports as required by Section 1002.33(9)(1)1, Florida Statutes.

## **17 CANCELLATION, NON-RENEWAL AND TERMINATION OF CHARTER**

- 17.1 The School Board may choose to not renew or extend this Charter for any of the following reasons:
- 17.1.1 Failure to meet the student performance requirements identified in this Charter.
  - 17.1.2 Failure to meet generally accepted standards of fiscal management.
  - 17.1.3 Violation of any law.
  - 17.1.4 Other good cause shown.



- 17.2 The School Board may, upon the giving of ninety (90) days notice to OSCS, terminate this Charter for any of the reasons listed in Paragraph 17.1. The procedures available under Section 1002.33(8)(c) shall be followed during this ninety-day period.
- 17.3 The School Board may immediately terminate this Charter for good cause shown, or if the health, safety, or welfare of the students is threatened. In this event, OSCS agrees that the School Board shall lawfully assume the operation of OSCS under the authority of Section 1002.33(8)(d), Florida Statutes.
- 17.4 In accordance with Section 1002.33(8)(a)1, Florida Statutes, the School Board may cancel this Charter if insufficient progress has been made in attaining the student achievement objectives contained in this Charter and it is not likely that such objectives can be achieved before normal expiration of this Charter's term.
- 17.5 In the event OSCS determines that it shall not seek to renew or extend this Charter, OSCS shall give School Board ninety (90) days advance written notice of its intent to not renew or extend this Charter, and shall simultaneously notify the parents of all students enrolled in OSCS. Included with the written notice to the School Board shall be the names of each student then currently enrolled the names and addresses of each student.
- 17.6 In the event that this Charter is cancelled, terminated, not renewed, or not extended, OSCS shall within five (5) days after receiving notification from the School Board of such cancellation, termination, non-renewal or non-extension, submit all records relating to enrolled students and its finances, in whatever form maintained, to the Superintendent of Schools.
- 18 CONFLICT RESOLUTION: ATTORNEY'S FEES; COSTS**
- 18.1 In the event of any disagreement, conflict, or failure to resolve issues between employees of the School Board and OSCS' personnel, the following informal procedures shall be followed:
- 18.1.1 The party asserting the existence of the disagreement, conflict, or failure shall notify the Superintendent of Schools in writing, detailing the facts and circumstances as that party alleges. A copy of the written notice shall be sent by the asserting party to the Board of Directors of OSCS.
- 18.1.2 The Superintendent, within ten (10) working days of the receipt of the written notice, shall contact the presiding officer of the Board of Directors of OSCS and they shall attempt to resolve the dispute. If resolution is accomplished, no further action is required.
- 18.1.2 If the dispute cannot be resolved by the Superintendent and the presiding officer of the Board of Directors of OSCS, the Superintendent shall schedule the matter as an action item for a School Board meeting within (30) days. OSCS shall give notice of this meeting to the parents of the students enrolled in OSCS.
- 18.1.2 Based upon a recommendation by the Superintendent, and after discussion with representatives of OSCS, the School Board shall take action upon the Superintendent's recommendation. The decision of the School Board shall be final.

employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

- 21.4 **No Solicitation/Payment.** OSCS and the School Board warrant that neither has employed or retained any company or person, other than a bona fide employee working solely for OSCS or School Board, to solicit or secure this Charter and that neither OSCS nor School Board have paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for OSCS or School Board, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Charter. For the breach or violation of this provision, the parties agree that the non-breaching party shall have the right to terminate this Charter without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 21.5 **Cooperation.** OSCS agrees to participate, to the extent required by the School Board, in all proceedings, hearings, processes, meetings, and other activities relating to this Charter in the event any administrative or legal proceeding is instituted against the School Board relating to the formation, execution, performance, or breach of this Charter, and relating to claims of third parties. The parties specifically agree that neither party shall be required to enter into any arbitration proceedings related to this Charter.
- 21.6 **Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Charter, OSCS and the School Board agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
- 21.7 **Books, Records, and Documents.** OSCS and School Board shall maintain books, records, and documents directly pertinent to performance under this Charter in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representative(s) shall have reasonable and timely access to such records of each other party to this Charter for audit purposes during the term of the Charter and for three (3) years following the termination, cancellation, expiration, or non-renewal of this Charter.
- 21.8 **Public Access.** The School Board and OSCS shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the School Board or OSCS in conjunction with this Charter.
- 21.9 **Severability.** In the event one or more provisions of this Charter are declared invalid by a court of competent jurisdiction, the balance of this Charter shall remain in full force and effect.
- 21.10 **Non-Waiver of Immunity.** The participation of the School Board in this Charter and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by OSCS or School Board be required to contain any provision for waiver. By entering this agreement OSCS acknowledges and understands that 768.28 sovereign immunity applies to the School Board.

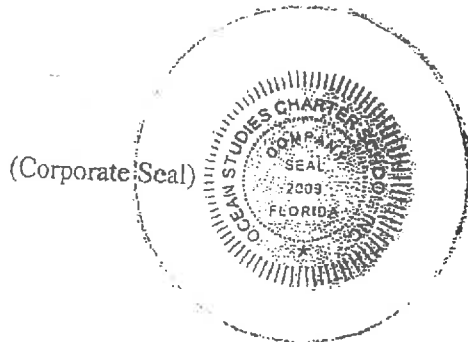
- 21.11 **Privileges and Immunities.** All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules, and pensions and relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agency or employees of the School Board when performing their respective functions within the territorial limits of the School Board shall apply to the same degree and extent to the performance under this Charter of such functions and duties of such officers, agents or employees extraterritorially.
- 21.12 **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving the School Board or OSCS from any obligation or responsibility imposed upon the School Board or OSCS by law except to the extent of actual and timely performance thereof by any other participating party, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Charter is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the School Board, except to the extent permitted by the Florida constitution, state statutes, and case law.
- 21.13 **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them of this Charter to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, except as may be specifically provided by law, and OSCS and the School Board agree that neither OSCS nor the School Board or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Charter separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Charter, except as may be specifically authorized by law.

- 22 **LIST OF ATTACHMENTS.** The attachments required to be affixed to, and become a part of this Charter, are as follows:

ATTACHMENT A	Certificate of Status of Corporation	page #	17, 17a-t
ATTACHMENT B-1	Mission, Guiding Principles, and Purpose		18
ATTACHMENT B-2	Target Population and Student Body		19
ATTACHMENT B-3	Student Admission Procedures and Forms		20-27
ATTACHMENT C	Student Racial/Ethnic Balance Strategies		28
ATTACHMENT D-1	School Climate and Discipline		29
ATTACHMENT D-2	Student Discipline, Suspension, Expulsion, and Removal Procedures, Code of Student Conduct		30-41
ATTACHMENT D-3	Parent Handbook		42-48
ATTACHMENT D-4	Safety and Security Plan		49-51
ATTACHMENT E-1	Curriculum focus		52-65
ATTACHMENT E-2	Educational program Design		66-68
ATTACHMENT F-1	Performance/Assessment/Evaluation		69-74
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ATTACHMENT G-2	Proficiency Testing Proposal		77-78
ATTACHMENT H	Methods to Identify Strengths and Needs		79

ATTACHMENT I	Methods and Procedures used to Assess Achievement of Educational Goals and Performance Standards	80
ATTACHMENT J-1	Employee Positions, Educational Qualifications, Job Descriptions	81-87
ATTACHMENT J-2	Employment Policies	88-92
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ATTACHMENT K-2	Description of the Premises	102
ATTACHMENT L	Transportation Services	103
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ATTACHMENT N-1	Five-year Operating Budget	106-107
ATTACHMENT N-2	Start-Up Budget 4/1/2010-8/8/2010	108-109
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ATTACHMENT O	Directors, Officers and Employees	111-112
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ATTACHMENT R	OSCS Annual Operating Budget Form	118a-k
ATTACHMENT S	Governance and Management	119-124
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ATTACHMENT Y	Pre-Opening Checklist	143a-d
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		163a-c

AGREED TO AND APPROVED by Ocean Studies Charter School, Inc., on the 19<sup>th</sup> day of July, 2011, at Lake Forest, CA.



Ocean Studies Charter School, Inc.

By: [Signature]  
OSCS Board Member  
Sarah Wise Smith

ATTEST:

[Signature]  
Secretary  
Julie Louise Everest

AGREED TO AND APPROVED by the School Board of Monroe County, Florida, on the 26 day of April, 2011, at a public meeting duly held in Key West, Monroe County, Florida, according to law, and after public hearing.

SCHOOL BOARD OF MONROE COUNTY

By: [Signature] 4-26-11  
Chairman of the Monroe County School Board

ATTEST:

[Signature] 4-26-11  
Dr. Jesus Lara, Superintendent  
Dr. Joseph F. Burke

Recorded in Book # \_\_\_\_\_, at Page # \_\_\_\_\_  
Monroe County School District Records.

APPROVED AS TO FORM:

[Signature]  
Attorney for School Board

APPROVED AS TO FORM:

N/A  
Attorney for OSCS



APPENDIX 2  
*State of Florida*  
*Department of State*

I certify from the records of this office that OCEAN STUDIES CHARTER SCHOOL, INC. is a corporation organized under the laws of the State of Florida, filed on August 4, 2009.

The document number of this corporation is N09000007598.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 15, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifteenth day of March, 2019*



*Randy R.*  
**Secretary of State**

Tracking Number: 7013084491CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





## **APPENDIX 3**

### **OUR VISION**

To create a foundation for students to become scientists, mathematicians, writers, freethinkers, guardians of our waters, and responsible citizens of the world.

### **OUR MISSION**

To offer a quality public education based on the best practices of accelerated learning that reflects the diversity of the children of Monroe County. OSCS offers a rigorous academic program, producing students who meet or exceed the Florida State Standards in English, Language Arts, Math, Science, and Social Studies. While nurturing curiosity, creativity, and imagination, we encourage children to become independent, responsible, and self-motivated learners, through a uniquely prepared environment and the use of special didactic materials, the students' progress through individual educational programs centered on the surrounding marine environment.

### **CURRICULUM FOCUS**

The Ocean Studies Charter School is a public school offering a quality accelerated learning education and a nurturing environment to the economically and culturally diverse families from the Upper Keys. As a public school, it is open to all children and encourages the enrollment of students from a variety of cultures, races, ethnic backgrounds, and religions. The school strives to instill solid foundations in intellectual growth, humanitarianism, and peace.

The school offers a uniquely prepared, individualized educational environment, emphasizing the educational development of students who are self-disciplined, cooperative, responsible, creative thinkers of the community and of the world based on the theories of Maria Montessori. We use a blend of the Montessori Theories to teach the Florida State Standards to our students through the use of Montessori didactic materials which provide hands-on exploration and discovery in the classroom. The students become life-long learners who ask questions and seek answers in the world around them. Our philosophy and curriculum focus on her theories to build the foundations students take with them out into the world.

**The Ocean Studies Charter School pedagogical philosophy is based on the premise that excellence in education requires:**

- An extraordinary commitment on the part of the family, school, and community. The central focus of this contract is the belief that families are ultimately responsible for their child's growth and development aided by a sound educational system.
- Teachers who keenly observed their students and prepare an individual education plan for each learner that is cooperatively developed and regularly evaluated by the director, parents, and child.
- A developmentally appropriate, experiential learning system that facilitates mastery and accomplishment.

**The philosophy of the Ocean Studies Charter School is:**

- To implement an individualized child centered curriculum that includes movement, manipulation, and discovery within a multiage classroom.
- To facilitate the delivery of that curriculum in a manner that instills a sense of wonder about the universe and the child's place in it.
- To extend the classroom out into the community, creating a web of exchange among community members, family, and teachers and inspires that child to become a global citizen.

Ocean Studies Charter School's vision is to develop the human potential through a blend of ideas based on the philosophies of Maria Montessori. Our mission is to inspire academic excellence to nurture curiosity, creativity, and imagination. Our philosophy encourages children to be independent, responsible, and self-motivated.

Often, in even the best of traditional educational thinking, the student is viewed as a passive object, an inert material to be transformed by the application of curricular sequences. We believe instead that the most profound learning takes place when the process of education is linked to experiences, interests, and capacities of the individual student.

If students are encouraged to use their own interests as the key to engaged involvement with the subject matter, they work ambitiously, take greater responsibility for their endeavors, care deeply about their studies and are able to remember and apply what they have learned. We work with each student to develop an educational plan.

The charter school's objective is to offer an academic program to our community that encourages children to learn at their own pace, to enjoy learning, and to offer our community a choice in education for their children. While our program stresses academic achievement, the atmosphere minimizes the stress and competition and accentuates each child's strength and success through cooperative learning. We utilize a combination of standardized assessments, year long portfolio reviews, hands on cooperative project-based learning tools, and daily teacher prepared assessments of progress to describe the learning gains of each student. We believe that when students learn to invest themselves in the process of education, they will be able to commit themselves to academic study and achievement.

**There are 3 levels for providing education and mastery of the standards based on the Montessori Theories:**

**The simplest and lowest level** is the acquisition of organized information and knowledge by means of lectures, textbooks, videos, and other aids in various areas of subject matter. This is the least durable because information acquired by this method is quickly forgotten, largely memorization based, and requires only well-formed habits of skilled performance.

**The second level** is the development of intellectual skills by means of coaching, exercises, and supervised practice and usually involves areas of learning like reading, writing, speaking, listening, calculating, problem solving, conserving, measuring, and exercising critical judgment. This level of learning enables students to pass examinations requiring reasoning and thinking skills, rather than symbol repetition of information.

**The highest level** of educational teaching enlarges understanding of ideas and values using questioning, active participation, and Socratic dialogue. These discussions can be formal or casual but always involved critiques and analysis of books (not text books) and other works of art as well as involvement in artistic activities including music, drama, and visual arts. This is the most durable form of learning and is only possible if the student is fully engaged in their learning process.

If students are encouraged to use their own interests as the key to engaged involvement with the subject matter, they work ambitiously, take greater responsibility for their endeavors, care deeply about their studies and are able to remember and apply what they have learned. We work with each student to develop an educational plan and approach best suited to his or her needs.

Our educational goal is to help each student attain a fully internalized, autonomous, and personally meaningful relationship to knowledge. We believe that an educated human being is one who combines skepticism with reverence, who will question everything but the dignity and worth of others, and who recognizes an obligation to serve the larger community. We believe that exposure to the great traditions of intellectual, artistic, and scientific thought serve as an essential foundation for mature clear reasoning. We care deeply about what is taught and how it is taught. We believe that true learning best occurs in an academic environment which promotes dialogue between teacher and student and in which each student's talents, insights, interests, and needs help to determine the focus of his or her work.

**The carefully prepared environment of the elementary classroom reflects the child's new stage of development and offers the following:**

- And integration of the arts, sciences, geography, history, and language that evokes the native imagination and abstraction of the child.
- The presentation of knowledge as part of a large scale narrative in which the origins of the earth, life, and human communities, empires, and modern history unfolds, always in the context of the wholeness of life.
- The presentation of formal scientific language and concepts of zoology, botany, anthropology, geography, geology, etc. which exposes the student to accurate, organized information and respects the child's intelligence and interests.
- The use of timelines, pictures, charts, and other visual aids, providing a linguistic and visual overview of the first principles of each discipline.
- A mathematics curriculum presented with concrete materials that simultaneously reveal arithmetic, geometric, and algebraic correlations.
- Skilled and experienced teachers as guides, who are able to integrate the teachings of all subjects, not as isolated disciplines, but as part of a whole intellectual tradition.
- An emphasis on-going and open-ended research and in-depth study using primary and secondary sources as well as other various research sources and techniques.
- On-going use of community resources and tailing regular field trips into the community beyond the classroom to explore art, culture, scientific study and exploration, and primary research studies.

The prepared environment is an essential component of the science and research based curriculum, and the teachers carefully and regularly prepare the environment with the physical and emotional needs of the students in mind. The furniture in the environment must be child sized and all artwork is presented on the wall at the student's eye-level. The special didactic materials make up the bulk of the educational environment and these manipulative teaching tools have been scientifically designed and tested. Each material isolates one concept to be mastered, thereby allowing the student to fully comprehend each concept without distraction. The materials are sequential to allow the student to progress to greater and greater levels of difficulty and abstraction and are self-correcting in order to allow the student greater independence from the teacher. The materials placed on the shelves sequentially allow the children to see the progress of their work.

### **The Accelerated Learning Teacher:**

The prepared adult is as important as the environment and is the link between the environment and the child. The primary function of the teachers is to guide the natural energy of the children to constructive exploration and instill a profound respect for all forms of life, all cultures, and every person whom they may encounter from the infant to the senior citizen and to acquire the necessary characteristics to carry out the philosophy in the classroom as follows:

- Humility and patience
- A deep sense of the dignity of the child
- An appreciation of the significance of the child's spontaneous activities
- A wider and more thorough understanding of the development of the child

The teacher is an encourager, an observer, and an enthusiast; one who serves the child. The teacher is not authoritarian with the children. However, this does not mean that he or she gives up authority, but instead will exercise it in a different way. The prepared teacher must find a balance between giving enough instruction to the child and giving too much.

### **The curriculum objectives are:**

#### **Content goals:**

- An understanding of the evolution of life and a feeling of responsibility toward aiding further the evolution.
- An understanding that all people have the same basic needs and an appreciation for the variety of ways in which these needs are met.
- An awareness of the interdependence of man and nature, with the responsibility toward an ecological whole.
- An awareness of the interdependence of nations, with a desire for cooperation and peace.

#### **Intellectual goal:**

- A learner who becomes independent of the adult

#### **Emotional goal:**

- A good, strong, independent self-image

#### **Physical goals:**

- A body whose movements are mastered and controlled
- Fine coordination necessary for writing and manipulation of materials
- Ability to perform in some active sports which may continue into adulthood

**The skills developed in pursuit of these goals include:**

**Intellectual skills:**

- Mastery of the necessary tools and skills in order to be able to pursue knowledge
- An understanding of how to find information and use various media resources

**Emotional skills:**

- An awareness of one's own feelings
- Sensitivity to and consideration for the feelings of others
- An awareness of one's effect on others

## **DESCRIPTION OF THE INSTRUCTIONAL METHODS**

**Small Group Presentations:**

The teacher gives many of the lessons in brief, small group presentations. The lessons utilize traditional Montessori didactic materials, teacher made materials including impressionistic charts, booklets and cards, as well as a variety of traditional teaching tools such as computers, microscopes, videos, scientific and mathematic measurement instruments. The lesson plan includes the composition of the student group based on consideration of student abilities, interest, as well as previous knowledge. Often there is one or more student in the group familiar with the lesson who may act as a peer guide. After the lesson is presented, there are choices of follow-up activities to enable the students to master the concept that has been isolated in the lesson. If a student has not mastered the concept after follow-up activities, the classroom materials include extensive activities, educational games, and other teaching materials which can be introduced to revitalize interest in the concept to be mastered.

**Variety of Lessons and Materials to Teach a Single Concept:**

There is rarely only one way to teach a single concept. For instance, there are several materials and presentations dedicated to the mastery of the multiplication tables. Using a variety of materials, the student learns concretely to understand and easily manipulate multiplication concepts and facts. The variety of lessons engages the child's interest for an extended period of time and leads to a more complete understanding of the subject. If a student has difficulty learning a particular subject, the teacher has a variety of materials at his or her disposal to bring each and every student to mastery. In addition, the techniques in the Singapore mathematics curriculum involving mental math and critical thinking and problem solving strategies increase speed and accuracy while encouraging students to explore multiple methods of achieving correct results.

**Freedom within Limits:**

Freedom within limits is an integral part of our educational philosophy and the consistent practice of this concept gives the student mastery of self-discipline. Each child has an understanding of the social parameters within which each citizen operates in a democratic society. The students choose most of their academic activities, yet the teacher defines the boundaries of the activities. The collective class works to define the boundaries of acceptable behavior and activity.

**Montessori Didactic Materials are Self-Correcting:**

Most of the math and geometry materials, some reading and grammar materials, as well as the materials including control charts and booklets are self-correcting so that children can correct their own work and review or rework errors immediately. This encourages the students to embark on independent work, progress at his or her own pace, and feel successful in the classroom by being allowed to make mistakes and learn from them. Thus learning, and not the adult, is the focal point.

**Emphasis on Research:**

In an accelerated learning classroom, there is great emphasis on research, even for the youngest elementary students. This includes the varied means of obtaining extrapolated information, including online sources, encyclopedias, books, interviews, and surveys, discretionary note taking and compilation of information into a meaningful statement.

**Relevancy of the World Outside the Classroom:**

Through the multiage classroom, freedom of movement inside and outside, and the issue of research and real-life materials, the classroom has great relevancy to the world beyond the school. This gives the student the means to learn about his or herself in the environment and how to conduct oneself accordingly. The academic environment becomes much more integrated with the real world.

**CURRICULUM PLAN**

In addition to the stated mission and Section 4 of the charter document, Ocean Studies Charter School's main priorities are:

- To provide the families of the Upper Keys with a broader, accelerated learning experience than available through the traditional public system for their young children
- A small school environment to promote enhanced academic success by aligning responsibility and accountability
- Meet high standards of reading and mathematics performance using Montessori Didactic Materials, a variety of innovative phonics-based learning materials which accelerate reading skill development, and the Singapore Math Curriculum.
- Provide low performing students and struggling readers with one-on-one lessons and enhance phonics and sight-reading materials and techniques as well as individual materials to boost vocabulary development
- Evaluate the progress of each individual student measuring learning outcomes through standardized assessments, classroom assessments, observations, anecdotal notes, discussions, participation in classwork and small groups, and individualized learning plans
- Keep parents regularly informed of the results of initial screenings and end of year follow-up screenings of reading progress as well as results of standardized achievement testing as recommended by the school district

**The OSCS Reading program correlates to all ELA Florida State Standards** and addresses the 5 areas of reading: phonological awareness, phonics, fluency, vocabulary, and comprehension. It includes the methods used to provide initial and differentiated instruction and

instruct students to perform at or above grade level. A variety of materials are used to achieve proficiency or above proficiency on standardized tests.

The Montessori Reading System, a research based program, provides reading instruction using white through green levels, provides students working individually on developing phonemic awareness and phonics skills with didactic materials and lower-case letter movable alphabets that are highly engaging and automatically tailored to the skill level of each child. Teachers provide explicit instruction in language enrichment, phonemic awareness, letter-sound correspondences, decoding, and early reading and writing through activities from the lesson plans of the Montessori Language manuals. The transition from speech to print is effectively developed through many creative activities that focus on alphabetic knowledge, spelling and decoding by the use of decodable texts, letter-sound cards, and alphabet apparatus of different sizes. Letter color differentiates the vowels from the consonants, and capital letters. The work is self-correcting with use of control cards and progress through the material is monitored through individual student record cards. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

Montessori Didactic Materials is a research based program which builds a foundation for students to become independent readers. The work plans created by the Montessorian allow students in kindergarten through second grade to work at their own pace while learning foundational skills. Didactic materials are available in the third through fifth grade classrooms as an option for students to use to build understanding and mastery of the standards. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

The Primary Phonics Program is a research based program which provides students in kindergarten through second grade the opportunity to internalize the alphabetic principal: that letters in written words map the sounds of the spoken word in systematic ways. This program accommodates all students, allowing them to work at their own pace, and includes many opportunities for re-teaching and reinforcement. Upon completion of the program, students will have achieved essential reading skills. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

Explode the Code is a research based program which provides a sequential, systematic approach to phonics in which students blend sounds to build vocabulary and read words, phrases, sentences, and stories. Frequent review of previously learned concepts helps increase retention. Each book in this series provides the opportunity for reading, writing, matching, and handwriting practice. The books move through introducing initial consonant sounds to basic comprehension skills with phonetically controlled text. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

Wit and Wisdom is a research based program which deepens students' knowledge through multiple genres. Students learn to apply higher level thinking skills through novels and books unlike traditional basal reading programs. The focus of the program is increasing comprehension and developing inferencing skills allowing students to think critically. Students learn through



vocabulary acquisition, fluency, debate, text dependent questions, and writing. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

### **Educational technology as additional reading support:**

Reading Eggs is an online, research based program designed to make reading engaging for students. Students learn phonics, sight words, and essential reading skills through songs, games, videos, and books embedded in self-paced lessons. Reading Eggs also provides support for struggling readers through targeted lessons to fill in gaps in learning, reteach lessons, and review difficult concepts. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

Istation is a research based, online, interactive program that provides individualized reading instruction to students. The program identifies areas for growth and then places students into engaging and beneficial lessons. Students receive targeted instruction in phonics, vocabulary, fluency, and comprehension. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

**The OSCS Math program correlates to all Math Florida State Standards** and addresses the Standards of Mathematical Practice. The program includes fluency in basic facts, number sense, geometry, algebra, measurement, data, and problem solving. The methods used will provide individualized, differentiated instruction to achieve proficiency or above proficiency on standardized tests.

The Singapore Math Program is a research based, concrete, pictorial, and abstract approach that teaches students real world problem solving skills. The program teaches students to use manipulatives, pictures, and words to make sense of mathematic concepts and solve problems. Students work with the teacher to learn concepts then apply this knowledge when working with partners and in small groups. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

The Montessorian Didactic Materials are research based materials which build a foundation for students to become real world problem solvers. The work plans created by the Montessorian allow students in kindergarten through second grade to work at their own pace while learning foundational math skills. The hands-on and visual mathematical practice help students to have a deeper understanding of the math standards. Didactic materials are available in the third through fifth grade classrooms as an option for students to use to build understanding and mastery of the standards.

The Big Ideas Math Program is a research based program which builds a strong foundation of mathematical thinking through the use of manipulatives, the understanding of number concepts, and word problems. The program includes exploration of numbers through direct instruction, small group and partner work, and procedural fluency. Individualized instruction is provided to students through the use of lessons designed to re-teach, review, and enrich depending on the needs of the students. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.



### **Educational technology as additional mathematical support:**

Kahn Academy is an online, research based program designed to support students understanding of math concepts through short videos followed by problem solving practice. The use of Kahn Academy is differentiated based on student data. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

**The OSCS Science program correlates to the Next Generation State Standards in Science.** The program includes a wide range of sciences from physical science to biology to earth science. Environmental science and ecology are particularly important areas of research about our fragile planet.

The Montessori “Cosmic Science” Curriculum materials are research based and date back over 50 years and concern the formation of the planets and the earth, the reasons for seasons like summer and winter, the tides, the formation of volcanoes, the layers of the earth, and the distances to and qualities of the stars. Maria Montessori, a medical doctor and scientist, felt it important to instill in children a sense of wonder about the mysteries and beauty of the sciences and the universe. The methods used will provide individualized, differentiated instruction to achieve proficiency or above proficiency on standardized tests. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

Field Labs will use our community resources weekly for field trips, guest speakers, scientists to demonstrate lab experiments, researchers to explain oceanographic findings to augment the science curriculum providing real-world experience. The experiences provide an opportunity for students to show mastery of the Florida State Standards.

National Geographic resources are research based and teach the standards and encourage a love of science, exploration, research, and protection of our environment. The resources include articles, videos, documentaries, and experiments designed to increase student awareness and understanding of science concepts. The materials provide an opportunity for students to show mastery of the Florida State Standards.

The science program will also include other resources to provide students the opportunity to master the standards and become stewards of our planet.

**The OSCS Social Studies program correlates to all Florida State Standards.** Students will learn history, citizenship, current events, and civil rights through reading, writing, socratic debate, and research.

Studies Weekly is a research based program which combines printed weekly units and primary source media to create critical thinkers and responsible decision makers. History, current events, and citizenship are presented to students in a newspaper format to capture their attention and help them to understand the world in which they live. The lessons in this program provide an opportunity for students to show mastery of the Florida State Standards.

Montessori Didactic Materials are research based and build a foundation for kindergarten through second grade in geography and world history. The work plans created by the Montessorian allow students in kindergarten through second grade to work at their own pace. The hands-on practice allows students to have a deeper understanding of the world around us. Didactic materials are available in the third through fifth grade classrooms as an option for students to use to build understanding and mastery of the standards.

**The OSCS Gifted and Talented Program** will serve students who qualify for an Education Plan in the Gifted Program and students who score a 9 out of 12 on the Gifted Eligibility Matrix through the gifted eligibility process in the Monroe County School District. The program will include Project Based Learning which engages students in answering a real world problem or answering a complex question. Project Based Learning encompasses multiple subject areas while allowing students the opportunity to choose topics of interest. Students are engaged in learning through demonstrating their knowledge and skills by developing a public product or presentation for a real audience. Students who qualify will develop deeper content area knowledge as well as creativity, communication, and critical thinking skills that are aligned with the Education Plan goals. Students in the Gifted and Talented Program will spend a portion of their day with a qualified gifted endorsed teacher. The program provide an additional opportunity for students to show mastery of the Florida State Standards.

## **EDUCATIONAL PROGRAM DESIGN**

The OSCS Students will be grouped in two-grade classes; kindergarten/first grade, first/second grade, third/fourth grade, and fourth/fifth grade, similar to the Montessori model. Each teacher will lead a class of students in an open classroom format encompassing a two mixed grade class led by two highly qualified Florida certified teachers or one highly qualified Florida certified teacher and one highly qualified Montessorian. Each of the 2 fully equipped classrooms are rich with a wide assortment of learning materials, and areas for individual lessons, small group lessons, and quiet work areas. Each open plan classroom has an occupancy of 29 students.

The proposed school day extends from 8:15 to 3:15. The students will receive a minimum of 180 days of instruction and six-hours of instruction time per school day.

The daily schedule for the students includes work time focused on mathematics and language arts skills development, science lab, STEAM, social studies, art, music, or physical education, a 30 minute lunch break, and a 30 minute playground time. Areas of study include: ecology, marine biology, oceanography, cultural and physical geography, history, civics. The subject classes are based on the Florida State Standards, the Montessori curriculum, and on local ocean studies resources.

## **APPENDIX 4**

### **ENGLISH LANGUAGE LEARNERS**

**The School shall adopt the District's plan for English Language Learners and agrees to comply with state and federal requirements for serving English Language Learners, including the procedures that will be utilized for identifying such students and providing support services.**

An initial identification procedure will be established in order to identify students that may need to receive additional instructional strategies and techniques to improve their English proficiency. All students will be screened for language proficiency upon entry in accordance with the LULAC consent decree using the Home Language Survey. The home language survey is given to parents when students are enrolling in a public school for the first time. Based on parent responses, students qualifying for testing are tested within 10 days of entering the school. Students coming from other public schools will already have an LEP plan in place if needed. However, all students coming from public schools will have their cumulative folders assessed by the ELL coordinator to make sure that the appropriate testing took place in previous schools where needed.

**The staffing plan for the school's English Language Learner program, including the number and qualifications of staff is as follows:**

To ensure that classroom teachers are able to provide the appropriate individualization needed, all classroom teachers hired will be either ESOL-endorsed or working towards ESOL endorsement through participation in Professional Development. All teachers will fall within the timeline requirements for obtaining the ESOL endorsement. The concept of nurturing every child's potential provides a foundation for each of the ELL programs. Where English as a Second Language is appropriate, the teachers will be certified to teach English as a Second Language or have the ELL endorsement. The curriculum used for ELL students is equal in scope, sequence, and quality to the regular core curriculum offered to all students.

Services for LEP eligible students will be provided in a timely manner and appropriate. Students will be placed in ELL courses within 20 days of entry into school. LEP plans will be established and maintained with an inclusion model as the primary methodology. The individual needs of ELL students are met through the teacher prepared materials and individualized assignments. In a Montessori material supplemented classroom, teachers are able to implement ELL strategies without having to move students to a self-contained room. Self-contained programs may be provided where needed to meet students learning needs. Teachers will receive in-services in ELL curriculum and instruction, ELL testing and evaluation, ELL methods, and linguistics.

OSCS will provide equal instruction for the development of listening, speaking, reading, vocabulary, and writing skills of non- English speaking students through the standards based curriculum. The standards based academic content is taught in ways designed to make the content expectations comprehensible to ELL students.

The methodologies to be applied for ELL instruction include the following:

- Language experience approaches
- Cooperative teaching and learning
- Multi-sensory activities
- Language drills
- Dramatizations
- Taped stories for listening centers
- Visual aids
- Brainstorming activities
- Simplification of text
- Follow-up guided reading activities
- Predictable stories
- Questioning techniques
- Student Partnering/Peer Mentoring

The School will evaluate the effectiveness of the ELL program through the analysis of data for ELL students and surveys provided to parents and staff. Data is gathered on ELL students yearly on annual tests for ELL students, district and state required tests, and the OSCS pre and post test to determine learning gains. This data will be evaluated to ensure that students are making the appropriate progress. Parents and teachers are also asked to evaluate the ELL program each year and are asked for suggestions on how to improve its effectiveness.

The Limited English Proficiency (LEP) committee will be comprised of the school-level ELL contact, administrator, and student's classroom teacher. The LEP committee will review the educational background of a transferring student to determine appropriate grade level, subject, and ELL program placement. Parental input regarding educational background should be taken into consideration especially when transcripts, records, or report cards are not readily available. The final determination for placement will be decided by administration. Bilingual school personnel may assist the students and their families when necessary to ensure proper program placement. The LEP committee will implement a progress monitoring plan for ELL students who are determined to be below grade level in ELA, math, science, and social studies. Parents or guardians will be invited to the meeting to provide input for the progress monitoring plan.

ELL students are placed in classes/courses based on completed academic coursework, regardless of the language in which the coursework was done. School board policy provides flexibility to school staff in making academic placement decisions for students. Parents/guardians may appeal academic placement decisions to the principal.

## **APPENDIX 5**

### **STUDENT PERFORMANCE, ASSESSMENT, AND EVALUATION**

#### **Baseline Standard of Achievement**

- 1) Standards will be set, consistent with Monroe County School District, in all content areas for kindergarten through fifth grade.
- 2) OSCS standards are correlated with the Florida State Standards.
- 3) RENNAISANCE/STAR reading assessment will be used to screen students for reading in kindergarten through fifth grade. Screening will be followed by diagnostic testing and remediation for students who are not reading at grade level. MTSS procedures for the lowest scoring students would be implemented immediately on completion and scoring of baseline testing.
- 4) OSCS will use the student's past and current academic records and teacher observations to determine the educational strengths and needs of each student. In addition, each semester, all student portfolios, hands-on projects and work folders will be analyzed and reviewed by a team consisting of the School Director and 2 elementary teachers, screening for weaknesses in reading, writing or mathematics, which require remediation. Remediation of specific weaknesses in the knowledge base of students will be achieved through one on one intervention by each student's teacher.
- 5) An individual "Academic Improvement Plan" for each student requiring remediation shall be developed by the review team. The student's teacher, after consultation with the student's parents, shall implement the Academic Improvement Plan which will be based on initial and additional diagnostic assessments. Parents will be informed, and the academic improvement plan will be updated semi-annually or as needed.
- 6) For eligible students with disabilities, OSCS will develop and implement appropriate Individual Educational Plans (IEPs) in accordance with federal and state laws and regulations. OSCS will:
  - a) Review the student's current IEP and the level and extent of the services provided by the student's previous educational institution in the context of the educational program provided by that institution.
  - b) Review the student's existing evaluation data available in the student's cumulative records folder.
  - c) Contact the School Board's Director of Exceptional Student Education for administrative assistance if needed.
  - d) Provide and implement all programs developed under a student's IEP in accordance with all appropriate federal and state laws and regulations, including but not limited to, the Americans with Disabilities Act (ADA), the Individuals with Disabilities Educational Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and Florida's Equity in Education Act, and the provisions of the LULAC Consent Decree.
  - e) If an appropriate program, based on a student's IEP, cannot be implemented by OSCS, the student will be transferred to the appropriate School Board school site for implementation of the IEP.
- 7) The school's educational goal is that each student enrolled will make better than a measurable one year of academic growth in reading between the initial Fall assessment and

the Spring assessment using the Renaissance/STAR reading assessment or other assessment instrument as prescribed for baseline testing. Each student will achieve one year of academic growth in mathematics between the initial Fall assessment and the Spring assessment using the Renaissance/STAR math assessment or other assessment instrument as prescribed for baseline testing.

- 8) The parents of each student will receive a biannual progress report and the results of all test and assessment instruments. Parent teacher conferences will be held 2 times per year. Final portfolio review for each student will be held during the final parent teacher conference.
- 9) The data obtained from both the standardized testing and baseline or other assessment instruments will be analyzed and the results will be used to improve curriculum design and teacher training allocation.
- 10) All parents of OSCS students will receive the results of all standardized testing including assessment an achievement, including translation of the test results to the primary language of the parent if requested.
- 11) Low performing students will be detected early in the school year through testing and through teacher observation, and intervention will be implemented immediately using best practices of instructional remedial strategies. After ascertaining that the student is not in need of ESE intervention, considerable daily one-on-one interaction with a Montessorian or certified teacher working on reading or math strategies using research based curriculum materials will make at least one year of academic growth.
- 12) Low performing students who may be candidates for exceptional student programs will be evaluated by the Monroe County evaluation team to determine what needs and services are the best practices to address the students learning issues. An IEP or 504 plan will be developed and appropriate services provided to the student.
- 13) OSCS will comply with all aspects of the Elementary School Progression Plan for entry, promotion, and retention for kindergarten through fifth grade.
- 14) The Multi-Tiered Support System instructional decision-making model required by State Statute will be utilized by OSCS. Supplemental and intensive instruction is structured within the regular school day as well as before and after school hours period during school hours, intensive classes for both math and reading are scheduled for identified students scoring below proficiency on the FSA or on diagnostic assessment tools. There are also resource and inclusion classes scheduled for ESE students.
- 15) Students in fourth and fifth grade scoring Level 1 or Level 2 on FSA are the first targeted for supplemental an intensive instruction. Students in kindergarten through third grade identified as struggling through progress monitoring (both formal and teacher observed) are also targeted for supplemental and intensive instruction and intervention.
- 16) Effectiveness will be measured through data analysis from assessments. Parent and teacher conferences will take place after any and all progress monitoring in order to collaboratively evaluate and strategize effectiveness of interventions.
- 17) Alternative instructional delivery methods to support acceleration and enrichment activities will be provided for all gifted students and other accelerated learners. Standardized test results, teacher input, and gifted testing by the ESE department identify students for enrichment strategies.

### Multi-Tiered Support System (MTSS)

The School will implement the MTSS process set forth by the Monroe County School District.

The Director's role as an instructional leader dictates continuous involvement in the teaching and learning process including being present at all MTSS meetings and progress monitoring meetings in order to facilitate the dissemination of data. The principal is trained on and implements classroom walkthroughs on a weekly basis. The principal is involved in review of student work samples and artifacts collected from special area teachers that show support of instruction in reading, writing, math, and science.



## **APPENDIX 6**

### **OUTCOMES TO BE ACHIEVED**

1. OSCS will administer the Renaissance/STAR Reading and Math benchmark test approved by the Monroe County School District to all students in kindergarten through fifth grade to measure the progress of the student in relation to one academic year.
2. OSCS goals for student achievement will be out lined in the School Improvement Plan (SIP). On the 3<sup>rd</sup> Grade FSA Reading Comprehension Test and FSA Mathematics Test, 75% of OSCS students will score a Level 3 or above. On the 4<sup>th</sup> Grade FSA ELA Test and FSA Mathematics Test, 75% of students will score a Level 3 or above. On the 5<sup>th</sup> grade FSA ELA Test and FSA Mathematics Test, 75% of students will score a Level 3 or above. On the 5<sup>th</sup> grade NGSSS Science Test, 75% of the students will score a Level 3 or above.
3. In the student's third grade year, OSCS will administer the FSA or other comparable test as required by the Monroe County School District and the State of Florida. Standards set will be consistent with those of MCSD in Reading, Writing, Math, and Science for kindergarten through fifth grade. On the 3<sup>rd</sup> Grade FSA Reading Comprehension Test, 75% of OSCS students will score a Level 3 or above.
4. OSCS students will also participate in all required state assessments, including initial assessment and diagnostic assessments. Student assessment will also include teacher observations and individual student portfolios. Regular parent and teacher conferences will also be held to further assist the student's progress and the parent will receive progress reports to document the student's progress through the accelerated learning curriculum twice each year.
5. OSCS will comply with all aspects of the Elementary School Student Progression Plan for entry, promotion, and retention for kindergarten through fifth grade.



## **APPENDIX 7**

### **METHODS USED TO IDENTIFY STUDENTS' STRENGTHS AND NEEDS**

OSCS will utilize the methods, tests, and strategies identified in Appendix 6 to determine the educational strengths and needs of each child.

In addition, the school will be inclusive of ELL and ESE students, and will include in the curriculum all district-required provisions for various special needs per the LULAC Consent Decree and IDEA.

Upon enrollment of new students at OSCS, academic performance data would be collected to ascertain the needs and services that would be required for those students who would enter school qualifying as ELL and ESE students entering with an IEP.

OSCS will hire the needed highly qualified consultants, specialists, and on staff personnel to address the services required by ESE IEPs and ELL student needs.

Accommodations may be made for ESE and ELL students in order to obtain a true assessment of skills such as changes in the way the test items are presented (visual enhancements, sign language, Braille, in another language), changes in the way the student responds (dictation of answers, verbal response), changes in the scheduling allowing more time or frequent breaks, changes in the setting (one-on-one testing or in a small group), testing proctored by a familiar person, or assistance by a bilingual aide. The fundamental goal of accommodations is to achieve an accurate picture of the student skills and achievements and to allow the student show what he or she has learned.

Many ELL strategies will be employed to help the student learn both the English language and the academic content of the class. Teachers will modify the lesson to help the student understand. The teacher or bilingual buddy will help the student practice vocabulary for a given lesson. The teacher will use illustrations to help convey meaning or key content. Visuals, recordings, may convey the most important content concepts. The ESE specialist, as well as programs on the computer, will assist in building vocabulary, spelling, and grammar skills.

Spanish is the second language spoken by the largest population of ELL learners and Keys elementary students with a second language at home. OSCS will hire a minimum of one teacher or teacher's assistant who is fluent in Spanish to be available to teach and assist ELL Spanish speaking students and parents.

## **APPENDIX 8**

### **METHODS AND PROCEDURES USED TO ASSESS ACHIEVEMENT OF EDUCATIONAL GOALS AND PERFORMANC STANDARDS**

- OSCS will use the tests, methods, and strategies listed in Appendix 5, 6, 7 to assess achievement.
- 75% of all OSCS students will meet the percentage-based achievement goals.
- 75% of students will make a year's worth of progress in Reading and will read at or above grade level on assessments in the spring.
- 75% of students will make a year's worth of progress in Mathematics and will score at or above grade level on assessments in the spring.
- 75% of students will make a year's worth of progress in Writing and will score at or above grade level on assessments in the spring.
- 75% of students will make a year's worth of progress in Science and will score at or above grade level on assessments in the spring.
- Of the struggling students in Reading (lowest 20% when tested in September), 75% percent will make a year's worth of progress.
- Of the struggling students in Mathematics (lowest 20% when tested in September), 75% will make a year's worth of progress.

## **APPENDIX 9**

### **SCHOOL ADMISSION PROCEDURES AND FORMS**

Ocean Studies Charter School is a not for profit 501c3 corporation chartered by the School Board to provide public education to all eligible aged students of Monroe County. Children must present a certificate of immunization for those communicable diseases required by the Department of Health and Rehabilitative Services and evidence of a health exam, except as provided by statute. Children eligible for enrollment at the kindergarten level must be 5 years of age on or before September 1<sup>st</sup> of any school year. OSCS will follow the enrollment procedures and regulations of MCSD and Florida statute. Students eligible to enter first through fifth grade shall have been promoted with passing marks from the previous grade. OSCS will admit students of any race, color, national origin, religion and gender to all the rights, privileges, programs, and activities made available to students at the school. OSCS will not discriminate against any student on the basis of race, color, national origin, religion, gender, disabling condition, proficiency in the English language, or athletic ability. Once a child is enrolled at OSCS, he or she will remain a student of OSCS unless he or she chooses to transfer to another school, subject to the requirements listed in Appendix 10; however, all transfers to another public school in the Monroe County School District shall be in accordance with federal and state law and regulations and appropriate policies of the Monroe County School Board.

OSCS may give enrollment preference to the following student populations:

- Students who are siblings of a student enrolled at the charter school.
- Students who are the children of a member of the founding governing board of the charter school.
- Students who are the children of an employee of the charter school.

OSCS may limit the enrollment process only to target the following student populations:

- Students within a specific age group or grade levels.
- Students residing within a reasonable distance of the charter school. Such students shall be subject to a random lottery and to the racial/ethnic balance provisions or any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district.
- Students with disabilities and students served in English Language Learner programs shall have an equal opportunity of being selected for enrollment in a charter school.

Immediately upon receipt of a student's application, his or her family will be informed of the parent education workshops. It is a requirement for enrollment that at least one parent or guardian of each admitted child to complete attendance at a series of two parent education workshops including Back to School Night. This policy ensures that families are fully informed of the policies of the school, carefully educated on the Montessori philosophy, and the mission and curriculum of OSCS. During the course of these workshops, parents will be made aware of the Commitment Contract. This Contract is an agreement between the school and the family

stating the terms of the families commitment to be fully involved in their child's education at the school. Such involvement will include, but is not limited to, volunteer hours, parent education, serving on an OSCS school board committee, and school fundraising activities.

A child demonstrating the following qualities will be most likely to thrive in an accelerated learning setting at OSCS:

- Self-motivation
- Self-directed learning
- Enjoyment of choosing among several options
- Completion of task
- Respect for oneself, others, and the environment
- Ability to work independently and with others

OSCS is a charter public school serving students and families of the Upper Keys and is open to all eligible children subject to space and staff availability. The school admits students regardless of race, color, religion, sex, national origin, income level, disabling conditions, or proficiency in the English language.

Families of eligible children must be willing to make an extraordinary commitment to their child's education. Commitment to the OSCS mission and educational philosophy manifests itself in the signing of the OSCS Commitment Contract.

Students would be selected for enrollment in one of two ways. If the number of students applying for enrollment does not exceed the number of places available in a given grade, all students applying will be admitted. If the number of students applying for admission exceeds the number of places available in a given grade, the students admitted would be chosen through a lottery process. Exceptions are made for enrollment applications exempted under Florida Statutes 1002.33(10)(d-h).

Forms needed for School enrollment:

- Application form
- Enrollment form
- HRS Form 680, Florida Certificate of Immunizations (or HRS Form 681, Request for Exemption from Immunizations)\*
- HRS Form 3040, Student Health Examination\*
- Parent Commitment Contract
- Copy of Student's Birth Certificate and Proof of Residency

\*These forms must be obtained from and completed by a physician or health care provider.

**Forms Needed for School Enrollment:**

1.     **Application Form**
2.     **Enrollment Form**
3.     **HRS Form 680, Florida Certificate of Immunizations (or HRS Form 681, Request for Exemption from Immunizations)\***
4.     **HRS Form 3040, Student Health Examination\***
5.     **Parent Commitment Contract**
6.     **Copy of Student's Birth Certificate and Proof of Residency (deed/lease and current utility bill)**
7.     **Field Trip Permission Form**
8.     **Network Agreement/Video Consent**

**\*These forms must be obtained from and completed by a physician or health care provider.**

## **School Year Enrollment Form for Accepted Students**

Today's Date: \_\_\_\_\_

Desired Starting Date \_\_\_\_\_

**STUDENT'S NAME** \_\_\_\_\_ **Student's Grade Level in 2019/20** \_\_\_\_\_

Birth Date \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Home Address \_\_\_\_\_

Number and Street

Town

Zip

Mother's name \_\_\_\_\_ Wk. Phone \_\_\_\_\_

Hm. phone \_\_\_\_\_ cell \_\_\_\_\_ email \_\_\_\_\_

Home Address \_\_\_\_\_

Number and Street

Town

Zip

Employer \_\_\_\_\_

Name

Address

Town

Zip

Occupation/Talents \_\_\_\_\_ Call me when the school needs help \_\_\_\_\_

Father's name \_\_\_\_\_ Wk. Phone \_\_\_\_\_

Hm. phone \_\_\_\_\_ cell \_\_\_\_\_ email \_\_\_\_\_

Home Address \_\_\_\_\_

Number and Street

Town

Zip

Employer \_\_\_\_\_

Name

Address

Town

Zip

Occupation/Talents \_\_\_\_\_ Call me when the school needs help \_\_\_\_\_

**Child lives with:** Both parents \_\_\_\_\_ Mother \_\_\_\_\_ Father \_\_\_\_\_ Guardian \_\_\_\_\_

**Student's Name** \_\_\_\_\_

**Parent Name** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

It is the school policy that children will be released only to their parents or other authorized persons after school or from after care. If a Parent or guardian cannot be reached, authorization for the following adults to be our agent in case of illness or in an emergency.

<b>Name</b>	<b>Phone#</b>
1 _____	_____
2 _____	_____
3 _____	_____

In the event that a parent or guardian, or any of the above agents cannot be reached, the parent gives authorization to a staff member and the power to secure medical attention for our child. The following services are to be used:

**Physician** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Hospital** \_\_\_\_\_ **Phone** \_\_\_\_\_

In the event any of the above are not available, another licensed physician or hospital may be contacted. The school will not assume any financial responsibility for any action due to an emergency.

\_\_\_\_\_  
**(signed) - Parent or Guardian**

**My child has the following:**

**Allergies :**                    ☐ yes   ☐ no                    \_\_\_\_\_ **(describe)**

**Medical Condition:**    ☐ yes   ☐ no                    \_\_\_\_\_

**Food Restrictions:**      ☐ yes   ☐ no                    \_\_\_\_\_

**Physical Restrictions:** ☐ yes   ☐ no                    \_\_\_\_\_

**Student's Racial or Ethnic Category:**

☐     White, Non-Hispanic

☐     Black, Non-Hispanic

☐     Hispanic

☐     Asian

☐     Native American

☐     Multi-Racial

**Student's Native Language** \_\_\_\_\_

**Parent/Guardian's Primary Home Language** \_\_\_\_\_

**First Language learned by child** \_\_\_\_\_

**Language used most often at home** \_\_\_\_\_

**Language most often spoken by the student** \_\_\_\_\_

**National Origin** \_\_\_\_\_

I understand that in order to complete the enrollment process for my child in the Ocean Studies Charter School I have to sign the Parent Commitment Contract and this Enrollment Form and abide by their obligations.

\_\_\_\_\_  
**(signed) enrolling parent or guardian**

\_\_\_\_\_  
**date**

The Ocean Studies Charter School is a public school of choice serving students and families of the Upper Keys, and is open to all eligible children, in grades kindergarten through fifth, subject to space and staff availability. The school admits students regardless of race religion, sex, national origin, income level, disabling condition, or proficiency in the English language.

Families of eligible children must be willing to make a commitment to their child's education, the Ocean Studies Charter School mission and educational philosophy.



## Contract of Commitment

Our family has decided to enroll our child in the Ocean Studies Charter School (OSCS) and we understand that OSCS is a public Charter School of choice, not entitlement. We agree to abide by the following terms of the parent Contract of Commitment listed below. We hereby acknowledge our agreement that the family's active involvement in the child's educational process is essential to academic success. The faculty and staff of OSCS will be best able to achieve accelerated learning for each child only with the support, involvement and commitment of each family.

As a parent/legal guardian of \_\_\_\_\_, I agree to the following commitment:

- We will attend all scheduled parent-teacher conferences, and at least two school open meetings or parent education seminars.
- We will check our child's activity/homework file each week for communication from the teacher.
- We will abide by the school rules and regulations as set by the Board of Directors and will assure that our students follow school rules as well.
- We will give a minimum of 15 hours of volunteer service per school year to benefit the students of the school. Such service may include classroom time, help with field labs, grounds maintenance, prep for school-related events, preparing materials for your child's classroom teacher at home, or helping with any other need of the school program.

The PTO/OSCS Volunteer Application 2018-2019 will be shared with the PTO for the sole purpose of helping you meet your commitment by communicating upcoming school events and volunteer opportunities. If you would not like to share this information with the PTO, please opt-out here.

- We will read to our child and/or listen to our child read to us for a minimum of twenty-minutes, four days per week. (Each teacher will provide a selection of interesting age-appropriate materials, which the school has available in our library, or the child can select favorite books from home).

Ocean Studies Charter School will offer a program of accelerated learning, using both innovative and time-tested methods. We will employ highly-qualified and experienced teachers, who believe in the cooperative learning process and peaceful conflict-resolution solutions in life and learning. The administration and faculty of OSCS commit themselves to:

- Provide an academically rigorous program, while supporting and addressing the individual needs and abilities of each student.
- Respect each member of our community including students, parents, and staff, and encourage the practice of respectful behavior in each of our students.
- Encourage diversity and non-discrimination in our student population and employment practices, and celebrate the beauty of the diverse cultures, races, religions and philosophies of our community and the world.
- Provide at least two scheduled parent/teacher conferences each year, and be open to schedule additional meetings with any parent with questions, concerns or suggestions.

I/We, \_\_\_\_\_, parent(s)/guardian (s) of \_\_\_\_\_

Understand and agree to the above set of parent responsibilities of the Ocean Studies Charter School. I, \_\_\_\_\_, as the School Administrator, pledge on behalf of the Ocean Studies Charter School to uphold the school responsibilities and agreements set above.

Date \_\_\_\_\_

# PARENT FIELD TRIP CONSENT FORM

Student Name: \_\_\_\_\_

## FIELD TRIP

**My child has permission to attend school sponsored field trips. All excursions will be supervised by a staff member from Ocean Studies Charter School. Students will be driven to and from the trip site by a staff member with a valid driver's license in an insured school bus with seat belts. Parents will be notified prior to each field trip in writing. Any child who is not able to attend the trip may remain with the proper supervision at the school, with advance notice by the parent.**

---

Parent/Legal Guardian Signature

Date

**STUDENT/PARENT AGREEMENTS  
MONROE COUNTY SCHOOL DISTRICT  
NETWORKED COMMUNICATIONS SYSTEM / VIDEO CONSENT**

\*\*\*\*\*

**STUDENT:**

Name (please **PRINT**): \_\_\_\_\_ Grade \_\_\_\_\_

I understand that my computer use is not private and that the District will monitor my activity on the networked communication system.

I have read the acceptable use policy and administrative regulations and agree to abide by their provisions. I understand that violation of these provisions may result in suspension or revocation of system access.

Student's signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

**PARENT:**

By signing below, I am stating that I have read the District's electronic communications system policy and administrative regulations. Further, I certify that the information contained on this form is correct.

**Networked Communications System (check ONLY one)**

\_\_\_\_\_ I give permission for my child to participate in the District's electronic communications system (including Internet access).

\_\_\_\_\_ I **do not** give permission for my child to participate in the District's electronic communications system.

**Video and Still Photo Publication Consent (check ONLY one)**

During the school year Monroe County School District students are often involved in activities that involve taking pictures and developing videos for multimedia projects, Internet web design, video taping, yearbook photos and interviews.

\_\_\_\_\_ I hereby **give consent** for my child to be photographed; video taped or interviewed for possible use in newspapers, television, radio broadcasts, school web sites, and school board publications.

\_\_\_\_\_ I **do not** want my child to be identified in photographs, video tapes or interviews for possible use in newspapers, television, radio broadcasts, school web sites, and school board publications

Signature of parent or guardian \_\_\_\_\_

Home address \_\_\_\_\_

Date \_\_\_\_\_ Home phone number \_\_\_\_\_

## **APPENDIX 10**

### **STUDENT ETHNIC AND RACIAL BALANCE STRATEGIES**

Ocean Studies Charter School is a public school open to all eligible students of Monroe County. OSCS will admit students of any race, color, national origin, religion and gender to all the rights, privileges, programs and activities made available to students at the school. OSCS will not discriminate against any student on the basis of race, color, national origin, religion, gender, disabling condition, proficiency in the English language, or athletic ability. OSCS requests the district enrollment summary by race to be provided annually. OSCS will strive to achieve a similar racial balance, plus or minus 10% acknowledging the confines of the enrollment lottery.

During the 2018-2019 school year, the racial/ethnic demographics for the Upper Keys elementary students is as follows:

2018-2019	White	Hispanic	Other
OSCS	67.6%	27.6%	4.8%
Monroe TPS	42.6%	41.6%	15.8%
U.K. TPS	48.3%	45.7%	5.3%

2018-2019	% FRL
OSCS	8.6%
Monroe TPS	55.1%
U.K. TPS	56.2%

The following efforts will be taken to attract a sufficient and varied pool of applicants including students from hard to reach families.

Administration/Staff Attendance at Community Events throughout the year

Public service announcements

Newspaper articles and advertisements

Posting of flyers in the community in:

Community Facilities

Physicians' Offices

Health Clinics

Chamber of Commerce

Educational focus groups with community leaders

Local businesses

OSCS Website

Community events

We will have a bilingual staff member available to answer questions relating to OSCS and will schedule information sessions at various times to explain Charter School laws, the application process, the lottery, parental responsibility, our philosophy of education, provide program tours, and answer questions for parents, guardians, and community members.

## **APPENDIX 11**

### **NOTIFICATION OF PARENTAL RIGHTS**

The Family Educational Rights and Privacy Act (FERPA) will be shared with parents annually in the parent/student handbook at the beginning of the school year. The handbook and FERPA information will also be located on our website. The following information will be included in the handbook:

#### **Notification of Rights under FERPA for Elementary and Secondary Schools**

The Family and Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These right are:

- The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Parents or eligible students should submit to the School principal or School Administrative Manager a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
- The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the School to amend a record should write the School principal or School Administrative Manager, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decided not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for the amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
- The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or

intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

- The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name address of the office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

## **APPENDIX 12**

### **ESE ADMINISTRATIVE FEE**

#### **2% Administrative Fee and Other Services**

The Sponsor shall provide services in exchange for the 2% administrative fee pursuant to the Florida Statute 1002.33. Pursuant to the statute, these services include contract management services, full-time equivalent (FTE) and data reporting services, exceptional student education administrative services, test administration services, including payment of teacher certificate data services, and information services, including equal access to student information systems that are used by public schools in the District.

Services not included in the 2% administrative fee will be charged to the School at not greater than the Sponsor's cost.

#### **Services Available to Charter Schools**

##### **General:**

- Reviewing school applications and/or renewals and maintenance of the School charters through the appropriate district representative
- Maintaining student records, generating reports, and processing payments
- Preparing documents for board meetings
- Conducting site visits to inspect facilities and financial records
- Reviewing test scores and other instructional program evaluation data
- Provide student performance data for each student including, but not limited to FSA scores, standardized test scores, previous public school student report cards, and student performance measures in the same manner provided to other schools in the district
- Processing teacher certification data
- Providing technical assistance and/or training in areas such as enrollment projections and reporting, government accounting requirements, exceptional student plans, records management, and data reporting

The district shall not perform data entry services on behalf of the School.

##### **Testing:**

Statewide and District wide assessment test administration, including all materials involved in the administration of these tests, licensing fees, scoring cost, and basic reports including master list of test results. The cost of support and/or preparation materials will be paid by the School at the Sponsor's cost.

#### **Professional Development**

School employees are permitted and encouraged to attend District based professional development and teacher training. School staff will be responsible for material costs to the same

extent that district staff may be responsible. If the school would like a District based program presented/facilitated on their behalf, they will be required to arrange at a cost.

District planning team meetings and training workshops will be made available by the District for all school employees.

School employees will have access to all resources and tools provided to other District personnel supporting professional development.

### **Instructional Technology**

The Sponsor will provide the School access to the District Enterprise Resource Planning/Student Information System (ERP/SIS). The Sponsor will provide pertinent training on the ERP/SIS to School staff who will deal with attendance, discipline, FTE reporting, categorical funding and weighted cost programs and related functions. At no time shall the District provide one-on-one training for the School.

The Sponsor will provide the School access to all software applications/solutions afforded to other District employees.

The School may request that the Sponsor install hardware, operating systems, and provide other IT technical assistance at cost.

### **ESE**

School employees responsible for ESE services at the school are encouraged to attend District sponsored training on exceptional education requirements and procedures for serving disabled students, earning special weighted funding, compliance with federal laws, audits, delivery systems, etc. The administrative fee also includes access to all training offered by the District ESE staff, forms needed to staff/place students into the ESE program, assessments and testing required for students and the reports these tests generate and specific IDEA/compliance training.

### **Federal Funds**

Under the 2% assessment, the School will be afforded access to any of the programs or services offered to the District as a whole that are paid for with Federal funds.



## **APPENDIX 13**

### **STUDENT DISCIPLINE, SUSPENSION, EXPULSION, REMOVAL PROCEDURES, AND CODE OF STUDENT CONDUCT**

Ocean Studies Charter School will follow the Monroe County School District Code of Student Conduct as outlined in the Monroe County Student Handbook.

In addition, each class, guided by the teacher, will develop a classroom code of conduct focusing on developing and demonstrating respect for others, the materials, the environment, and the self. The code includes basic rules of behavior and consequences for infractions of those rules. The teacher will provide written documentation of student misbehavior and disciplinary action.

OSCS will utilize the Sanford Harmony social-emotional curriculum to enhance our school climate and culture. This research based program teaches students strategies to build relationships, to understand and show empathy for others, to increase confidence, and to make responsible decisions. The lessons incorporate use of literature, whole group, small group, and partner activities, community building time, and self-reflection.

#### **OSCS Student Code of Conduct:**

As a school founded on Montessori ideals, we believe that every person deserves respect. Our goal is to establish a safe, warm, and caring environment where we teach students positive and appropriate ways to handle conflicts. Cooperation and collaboration are encouraged rather than competition. Ground rules are necessary to establish and maintain an environment conducive to the development of self-discipline, self-control, concentration, and independence. They are responsibilities based on the rights of people in the group to learn and work safely and respectfully.

The class and school ground rules are stated clearly and consistently throughout the school year. Each class will work together to develop their own set of class rules and procedures. Our approach is based on empowerment, mutual respect, and trust. Our discipline policy uses natural and logical consequences when able. For example, if something is broken through misuse, it must be repaired or replaced, preferably not by the parents alone, but also by the student whose action led to the damage. Practice in fully experiencing responsibility for the consequences of one's actions is a most effective means toward the development of self-discipline.

Ocean Studies also uses a social emotional program called Sanford Harmony to help students cultivate strong relationships. Teachers guide students through lessons throughout the week and then implement the learning in the classroom.

The Student Code of Conduct is found in the Parent/Student Handbook which is accessible on our website and in the office. Parents are asked to sign the Acknowledgement of Receipt of Handbook at the beginning of each school year and turn it into the office where it is kept on file throughout the school year.

## **Discipline**

Ocean Studies Charter School practices positive discipline techniques that will assist the child in developing self-control and pro-social behavior. This consists of direct guidance until the child has acquired the self-control and degree of independence to act freely on his/her own. Children have the right to work and choose activities on their own, as long as they do not infringe on the rights of others, harm themselves, others, or the environment.

Teachers are directed to intervene when the child is engaged in disruptive, abusive, dangerous, or destructive behavior. In such cases teachers will first attempt to redirect the child to a more positive activity. If the inappropriate behavior persists, the teacher will then follow the Monroe County Public Schools Code of Conduct. Any student who repeatedly breaks the ground rules, or who endangers the health and safety of others, may be dismissed from the charter.

OSCS will use Focus to track student infractions and discipline referrals as required by law.

### **Level I Disruptive Behaviors**

**Level I Behaviors** are acts that disrupt the orderly operation of the classroom, school function, and extracurricular activities or approved transportation.

- Inappropriate location/Out of bounds area
- Technology Violation
- Confrontation with another student/Physical contact(minor)/physical aggression
- Skip class
- Disruptive behavior (including behavior on the school bus and at the school bus stop)
- Defiance/Disrespect/Non-compliance
- Possession of items or materials that are inappropriate for an educational setting\*
- Inappropriate display of affection
- Inappropriate language (general, not directed at someone)
- Tardy
- Dress code

\*See Sexual Offenses (other), Level IV, for obscene or lewd materials.

Administrators must contact law enforcement for any criminal conduct. If the victim of a crime requests a police report, the principal or designee must report the incident to law enforcement.

### **Range of Corrective Strategies**

The principal or designee must select at least one of the following strategies from PLAN I. Principals may authorize use of PLAN II for repeated, serious or habitual LEVEL I infractions.

#### **Plan I**

- Parent/Guardian contact\*\*
- Reprimand

- Student/parents/guardians/staff conference
- Peer mediation
- Revocation of the right to participate in social and/or extracurricular activities
- Confiscation of electronic/communication devices
- Detention
- Temporary assignment from class where the infraction occurred
- Student contract
- In school suspension
- Replacement or payment for any damaged property (if appropriate)
- Temporary loss of bus privileges (if appropriate)
- Participation in an informal counseling session related to the infraction
- Behavior Plan
- Loss of privileges

**\*\*Good faith attempt must be made immediately to contact parent/guardian by telephone.**

## **Level II Seriously Disruptive Behaviors**

**Level II Behaviors** are more serious than Level I because they significantly interfere with learning and/or the well-being of others.

- Cheating/Plagiarism
- Confrontation with a staff member
- Defiance/Disrespect/Non-compliance/Insubordination
- Distribution of items or materials that are inappropriate for an educational setting\*
- Failure to comply with previously prescribed corrective strategies
- Lying
- False fire alarm
- Fighting(minor)/Physical Aggression
- Harassment (non-sexual or isolated)
- Tease/Taunt
- Leaving school grounds without permission/Elopement
- Petty Theft (under \$300.00)
- Inappropriate language/Abusive language/Profanity
- Prohibited sales on school grounds (other than controlled substances)
- Possession and/or use of tobacco products
- Property destruction / Vandalism (minor)

\*See Sexual Offenses (Other), Level IV, for obscene or lewd materials.

Administrators must contact law enforcement for any criminal conduct. If the victim of a crime requests a police report, the principal or designee must report the incident to law enforcement.

## **Range of Corrective Strategies**

The principal or designee must select at least one of the following strategies from PLAN II. The use or appropriate strategies from a previous PLAN may be used in conjunction with the PLAN. Principals may authorize the use of PLAN III for repeated, serious or habitual Level II infractions.

### **Plan II**

- Parent/guardian contact\*\*
- School-based program that focuses on modifying the student's inappropriate behavior or promotes positive behavior
- Suspension from school for one to five days\*\*\*
- Alternative to suspension\*\*
- Loss of privileges

\*\*Good faith attempt must be made immediately to contact the parent/guardian by telephone.

\*\*\*Send written notice to parent/guardian within 24 hours via U.S. mail. A manifestation hearing must take place for any exceptional education student nearing 10 days for suspension from school.

### **Level III Offensive/Harmful Behaviors**

**Level III Behaviors** are more serious than Level II because they endanger health and safety, damage property, and/or cause serious disruptions to the learning environment.

- Assault/Threat against a non-staff member/Battery
- Breaking and Entering/Burglary
- Bullying (repeated harassment)
- Disruption on campus/Disorderly conduct
- Fighting (serious)
- Harassment (Civil Rights)
- Hazing (misdemeanor)
- Possession or use of alcohol and/or controlled substances
- Possession of simulated weapons
- Sexual harassment
- Trespassing
- Vandalism (major)

Administrators may contact law enforcement.

The principal or designee must select at least one of the following strategies from PLAN III. The use of appropriate strategies from previous PLANs may also be used in conjunction with this PLAN. Principals may authorize the use of PLAN IV for repeated, serious or habitual Level III infractions.

### **Plan III**

- Parent/guardian contact\*\*
- Suspension from school for one to ten days\*\*\*
- Permanent removal from class (placement review committee decision may be required)
- Alternative to suspension\*\*
- Recommendation for dismissal from the charter

\*\*Good faith attempt must be made immediately to contact parent/guardian by telephone.

\*\*\*Send written notice to parent/guardian within 24 hours via U.S. mail. A manifestation hearing must take place for any exceptional education student nearing 10 days for suspension from school.

### **Level IV Dangerous or Violent Behaviors**

**Level IV Behaviors** are more serious acts of unacceptable behavior than Level III. They seriously endanger the health and well-being of others and/or damage property.

- Battery against a non-staff member
- Grand theft (over \$300.00)/Larceny
- Hate crime
- Hazing (felony)
- Use/possession of weapon
- Other major crimes/incidents
- Sale and/or distribution of alcohol and/or controlled substances
- Sex offenses (other) (including possession and/or distribution and/or distribution of obscene or lewd materials)

Administrators may contact law enforcement.

### **Range of Corrective Strategies**

The principal or designee must use the following strategies from PLAN IV. The use of appropriate strategies from previous PLANs may also be used in conjunction with this PLAN.

### **Plan IV**

- Parent/guardian contact\*\*
- Suspension from school for one to ten days\*\*\*
- Recommendation for dismissal from the charter

\*\*Good faith attempt must be made immediately to contact parent/guardian by telephone.

\*\*\*Send written notice to parent/guardian within 24 hours via U.S. mail. A manifestation hearing must take place for any exceptional education student nearing 10 days for suspension from school.

## **Level V Most Serious, Dangerous or Violent Behaviors**

**Level V Behaviors** are the most serious acts of misconduct and violent actions that threaten life.

- Aggravated assault
- Aggravated battery against a non-staff member
- Armed robbery
- Arson
- Assault/Threat against employees or persons conducting official business\*
- Homicide
- Kidnapping/Abduction
- Making a false report/threat against the school\*
- Sexual battery
- Possession, use, sale or distribution of firearms, explosives, destructive devices and other weapons\*

Administrators must contact law enforcement. The possession of firearms or other weapons on school property may result in criminal penalties in addition to dismissal from the charter.

## **Range of Corrective Strategies**

The principal or designee must use the following strategies from PLAN V. The use of appropriate strategies from previous PLANs may also be used in Conjunction with this PLAN.

## **Plan V**

- Parent/guardian contact\*\*
- Suspension from school for ten days\*\*\*
- Recommendation for dismissal from the charter

\*\*Good faith attempt must be made immediately to contact parent/guardian by telephone.

\*\*\*Send written notice to parent/guardian within 24 hours via U.S. mail. A manifestation hearing must take place for any exceptional education student nearing 10 days for suspension from school.

This level of infraction may result in an expulsion requiring School Board action.

## **Removal, Suspension, and Expulsion of Students**

The School Board recognizes that exclusion from the educational program of the schools, whether by emergency removal, suspension, or expulsion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. For purposes of this policy and the Superintendent's administrative procedures, the following shall apply:

- “Emergency removal” shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the district.
- “Suspension” shall be the temporary exclusion of a student from the District’s program for a period up to ten days.
- “Expulsion” shall be the exclusion of a student from the schools of the District for the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place and up to one additional school year.

## **Expulsion**

- A. A principal may recommend to the Board of Directors the expulsion of a student. The principal shall provide the Board of Directors an adequate history of the student's actions and alternative measures taken relevant to the recommendation. When the Superintendent makes a recommendation for expulsion to the Board, written notice shall be given to the student and his/her parent or guardian of the recommendation setting forth the charges against the student and advising the student and his/her parent or guardian of their right of due process. In the event of a recommended expulsion, the Monroe County School Board will be notified.
- B. Expulsion is the removal of the right and obligation of a student to attend a public school for a period of time and under conditions set by the Board not to exceed the remainder of the term or school year and one additional year of attendance.
- C. For students in exceptional student education, please refer to the Procedure Manual for Exceptional Student Education.

The Board is also authorized to suspend a student from any or all co-curricular or extra-curricular activities for violations of the Student Code of Conduct. The length of suspension shall be in accordance with the Code.

If the Board determines that a student's behavior on a school vehicle violates school rules, he/she may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Board's procedures for suspension and expulsion.

## **Academic Integrity:**

Academic excellence will be achieved with the cultivation of a shared understanding of diversity. We will promote a school climate that is aligned with the mission of the Monroe County School District - the commitment to educational equity for all students, staff, and patrons of the school system.

In all places and in all activities of the Ocean Studies Charter School, it is expected that each individual will be treated in a fair and equitable manner. All conduct will reflect a belief in the dignity and value of each person regardless of the individual’s race, color, religion, gender, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

Parents, guardians and other patrons of the district are welcome and encouraged to visit the school. All visitors are expected to report to and sign in with the office to inform staff they are in the building or on school grounds and must be accompanied by a staff member at all times. Visitors to the school must respect the learning environment and maintain proper behavior and decorum. Disruption of the orderly process of the school is prohibited. The Principal and his/her designee is authorized to deny access, ban or bar future access, remove or request the removal of any visitor whose behavior is disruptive to the educational and/or working environment of the school. Any visitor to the school who has been denied access or has been asked to leave may appeal to the Superintendent.

Academic integrity is a fundamental value of teaching, learning, and behavior. Maintaining high standards of academic integrity ensures the sustainability of the OSCS educational process. Therefore, students are expected to commit to and be responsible for demonstrating the five fundamental values, even in the face of adversity:

1. Honesty
2. Trust
3. Fairness
4. Respect
5. Responsibility

The following activities show a lack of academic integrity: cheating, collusion, falsifying records, lying, plagiarism (including electronic), alteration of materials, forgery, or providing or using external assistance leading to an examination, test, quiz, or daily assignment, without the expressed permission of the teacher, including looking at another student's work, sharing answers, or copying another student's work or any act designed to give unfair academic advantage to the student.

The student is responsible for:

1. Behaving in a manner that does not interfere with the rights of others.
2. Abiding by expectations, guidelines, rules and regulations established by the school.
3. Attending school on time.

The parent is responsible for:

1. Setting an example of respecting the worth of other persons.
2. Reading and reviewing school expectations, guidelines, rules, and regulations with family members.
3. Cooperating with school officials when discipline is necessary.
4. Seeking from school and community agencies help in correcting student's misbehavior.
5. Informing school officials of concerns related to student behavior.
6. Making sure the student attends school on time.

The teacher is responsible for:



1. Treating each child with dignity and respect.
2. Consistently teaching school expectations, guidelines, rules, and regulations.
3. Reviewing with the students all school expectations, guidelines, rules and regulations.
4. Establishing an atmosphere of appropriate behavior in the classroom.
5. Communicating with students and parents, if student behavior is not appropriate.
6. Reporting promptly to appropriate school personnel continuing student misbehavior, and reporting immediately any misbehavior that will or may result in expulsion or suspension.
7. Reporting any suspected child abuse or neglect situation in accordance with Florida State Laws.

The principal is responsible for:

1. Establishing school expectations, guidelines, rules and regulations in concert with school district policy and procedures.
2. Communicating to parents, staff, and students the school's expectations, guidelines, and regulations.
3. Enforcing consistently the school expectations, guidelines, rules, and regulations.
4. Communicating to parents, in concert with the teacher, student behavior problems.
5. Assisting teachers and parents to resolve student behavior problems.
6. Reporting any suspected child abuse or neglect situation in accordance with Florida State Laws.

The School Board is responsible for:

1. Establishing school district policy relative to student behavior and discipline.

The community is responsible for:

1. Maintaining a standard of conduct for adults, youth, and children that will foster appropriate behavior.
2. Cooperating with the Board of Education and school personnel in the enforcement of school expectations, guidelines, rules, and regulations.
3. Providing educational and recreational opportunities to allow for the development of appropriate student behavior.

Behavioral Expectations:

1. Establishing reasonable and well-designed expectations and guidelines for student behavior conveys to students what school staff members expect. In addition, the expectations tend to guide student behavior and strengthen staff monitoring. The goal of the expectations and guidelines is to create a climate of positive behavior at school.
2. General guidelines and expectations are as follows:
  - a. Be safe. Students should not throw objects at others, push others, or act in any other manner that may cause harm to another individual.

- b. Be respectful. Students are to behave in a manner that enhances their and others opportunities to learn. Students are to avoid using profanity or other inappropriate language. Students are to behave in the lunch area in a manner that allows others a pleasant atmosphere in which to eat.
- c. Be responsible. Students are to dress in a reasonable and appropriate manner that does not distract others from learning. Students are to attend school regularly.

#### Behavioral Rules for students using Computers and Networks:

The use of computers, whether stand alone, or as a part of a local area network, or as part of a wide area network such as the Internet, is a privilege, not a right, and must be consistent with an driven by the educational objectives of OCS and the Monroe County School District. Any use that is not consistent with these objectives is prohibited.

Computers and all associated networks, communication facilities, data storage and transfer devices, printers, scanners, peripherals, and other associated equipment or facilities referred to as “computer facilities” are owned by the school district. The school district exercises exclusive control over this school property, and students should not expect privacy regarding their use of any computer facility because school district property is subject to search and inspection at any time by school officials. This search and inspection includes but is not limited to electronic mail, Internet access, network access, file storage and transfer, and any personal computing, communication, and data storage device used in conjunction with the computing facilities. Students are responsible for any use of computing facilities made by or through their account. Students are responsible for whatever is contained in computer files assigned to them.

Any student engaging in the behaviors identified below upon first offense will be denied access to the computing facilities for 10 school days or the remainder of the school year whichever comes first. Upon second offense the student will be denied access for 20 school days or the remainder of the school year whichever comes first. The third offense the student will be denied access for 30 school days or the remainder of the school year whichever comes first. The disciplinary action prescribed by these rules may be supplemented by disciplinary action permitted by any other policy or practice of the public schools or by individual school rules as provided to the student in writing prior to its enforcement.

Students using computing facilities to access the Internet, an international computer network, are able to access computers and people all over the world. Sites exist on the Internet that contain illegal, indecent, defamatory, inaccurate, or offensive material. Public schools do not condone student access to unsuitable materials, and it maintains software designed to prevent student access to such materials. The public school also recognizes that it cannot control the information on other computer systems and that it may not be physically possible to screen out all such inappropriate information and materials. All student Internet activities are subject to being monitored.

Students will be informed of safe Internet communications. It is the primary responsibility of the parents/guardians to establish and convey the standards that their child or ward should follow. In support of parents/guardians, OSCS will enforce the appropriate computer use standards set out below. If a student uses a computer or Internet inappropriately, he or she will be subject to the disciplinary actions stated above in addition to any other actions found in the Code of Student Conduct.

Inappropriate use of computer facilities shall be defined as:

1. The creation, display, access, transmission, reception, exchange or distribution of any text, image or sound that is indecent, obscene, racist, sexist, pervasively vulgar, defamatory, illegal, or that promotes harm to self or others is otherwise in violation of the OSCS Internet Safety Policy.
2. Using computer facilities to harass or threaten individuals or groups.
3. Vandalizing computer facilities. This includes any attempt to alter or destroy data of another user or to endanger the integrity of a computer or computer network or the data stored there and including the introduction of any virus, time bomb, Trojan horse or the like, any deletion of or alteration to system files or data, and damage equipment. The unauthorized examination or copying of files or data belonging to others is also defined as vandalism.
4. Violating Copyright law. This includes using unauthorized copies of software, music, photographs, movies, or any audiovisual or multimedia work and making, transmitting, receiving, exchanging and/or distributing such unauthorized copies. Violating Copyright laws will be considered theft.
5. Plagiarizing computer based copyrighted materials in reports and assignments is also defined as inappropriate use.
6. Gaining or attempting to hack or otherwise gain unauthorized access to computer facilities. This includes, but is not limited to, exceeding the authority granted or attempting to evade security restrictions or software designed to prevent or monitor inappropriate access to the Internet or networks
7. Gaining or attempting to gain unauthorized access to a personal account or file of another individual.
8. Forgery of or interference with electronic mail messages. This includes impersonation of another person while sending email messages, using a false or anonymous name, age, gender, or identifier, and the reading, deleting, copying, any other person's electronic mail.
9. Using computers or computer networks to commit, facilitate, encourage, or promote illegal acts.
10. Using computers or computer networks to commit, facilitate, encourage, or promote the unauthorized or fraudulent use of a credit card.
11. Using computers or computer networks for a non-educational purpose, such as advertising or commercial purposes.
12. Giving another individual a personnel password or letting another individual use a personal account.
13. Knowingly introducing materials forbidden by OSCS into the computers and or systems via any electronic storage media. This is defined as indecent, obscene, racist, sexist,

pervasively vulgar, defamatory, offensive, or illegal material or materials promoting harm to self or others.

For all above offenses, disciplinary action will be taken in accordance with the Code of Conduct/Disciplinary Procedures of OSCS and the Monroe County School District.

There is no right to privacy nor should any user of OSCS IT have any expectation of personal privacy in any matters stored in, created, received, or sent over OSCS IT. These are subject to review by the school at any time, with or without notice, with or without cause and without the permission of any student or parent or guardian. The school reserves the right to monitor access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over networks, computers, email system or any other OSCS IT, without notice and without the permission of any user.

The Director will make contact in writing and, if possible verbally, informing the parents of the situation and decision regarding any loss of computer access. Due process procedures for short term suspensions will be followed, except where imposition of a more severe penalty under the discipline guidelines dictate a different procedure.

## **APPENDIX 14**

### **BUDGET**

**Operating Budget Revenue:** The School's budget assumes a ten year enrollment of 112 students. It is anticipated that enrollment will be as follows: 105 students in 2019-2020, 107 students in 2020-2021, 107 students in 2021-2022, 109 students in 2022-2023, 109 students in 2023-2024, 109 students in 2024-2025, 110 students in 2025-2026, 110 students in 2026-2027, 112 students in 2027-2028, and 112 students in 2028-2029. A new balanced budget will be provided to the District each year reflecting the revised number of students for each year of operation.

**FEFP:** FEFP revenues were calculated using the Florida Department of Education charter school revenue worksheet for 2018-2019 school year.

**Capital Outlay Funding:** The School will apply each year for Capital Outlay Funding.

**Donations/Fundraising:** The budget will include an estimate of established fundraisers.

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Income</b>	105	107	107	109	109
3121 Federal Impact	7,153	7,289	7,289	7,425	7,425
3310 Basic FEFP	522,330	532,279	532,279	542,228	542,228
3355 Class Size Reduction Funds	137,036	139,646	139,646	142,256	142,256
3397 Charter School Capital Outlay	48,000	48,000	48,000	48,000	48,000
3391 PECO	24,728	25,199	25,199	25,670	25,670
3399 Other Misc. State Revenue	25,645	26,133	26,133	26,621	26,621
<b>3300 Revenue from State Sources</b>	<b>764,892</b>	<b>778,546</b>	<b>778,546</b>	<b>792,200</b>	<b>792,200</b>
<b>3410 Taxes</b>	<b>370,724</b>	<b>371,000</b>	<b>371,000</b>	<b>371,000</b>	<b>371,000</b>
3440-76 After School Clubs	12,000	12,250	12,250	12,500	12,500
3440-73 Fudge Fundraiser	1,000	1,100	1,100	1,200	1,200
3440-40 Dance	500	500	500	500	500
3440-26 Pizza/Special Lunches	9,750	9,750	9,750	9,850	9,850
<b>3440 Gifts, Grants, Bequests</b>	<b>23,250</b>	<b>23,600</b>	<b>23,600</b>	<b>24,050</b>	<b>24,050</b>
3471 Before & After School Care	21,000	21,000	21,000	21,100	21,100
3479 Other Schools, Courses, & Fees	14,625	14,700	14,700	14,800	14,800
<b>3470 Other Fees</b>	<b>35,625</b>	<b>35,700</b>	<b>35,700</b>	<b>35,900</b>	<b>35,900</b>
<b>Total Income</b>	<b>1,194,491</b>	<b>1,208,846</b>	<b>1,208,846</b>	<b>1,223,150</b>	<b>1,223,150</b>
<b>Expense</b>					
5100100 Salaries	465,600	476,600	476,600	482,100	482,100
5100200 Employee Benefits	107,844	108,000	108,000	109,000	109,000
5100500 Materials and Supplies	12,035	12,035	12,035	12,035	12,035
<b>Total 5000 Instructional</b>	<b>585,479</b>	<b>596,635</b>	<b>596,635</b>	<b>603,135</b>	<b>603,135</b>
Total 6300 Curriculum Development	17,435	17,500	17,500	17,600	17,600
Total 6400 Staff Training Services	5,290	5,300	5,300	5,300	5,300
<b>Total 6000 Instructional Support Services</b>	<b>22,725</b>	<b>22,800</b>	<b>22,800</b>	<b>22,900</b>	<b>22,900</b>
<b>Total 7300 School Administration</b>	<b>262,148</b>	<b>262,148</b>	<b>262,148</b>	<b>263,648</b>	<b>263,648</b>

<b>Total 7400 Facility Acquisition &amp; Construction</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,100</b>	<b>1,100</b>
<b>Total 7600 Food and Water Services</b>	<b>3,180</b>	<b>3,180</b>	<b>3,180</b>	<b>3,180</b>	<b>3,180</b>
<b>Total 7700 Central Services</b>	<b>8,580</b>	<b>8,580</b>	<b>8,580</b>	<b>8,580</b>	<b>8,580</b>
<b>Total 7800 Pupil Transportation Services</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>Total 7900 Operation of Plant</b>	<b>305,113</b>	<b>305,113</b>	<b>305,113</b>	<b>307,500</b>	<b>307,500</b>
<b>Total 8100 Maintenance of Plant</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>
<b>Total Expense</b>	<b>1,192,225</b>	<b>1,203,456</b>	<b>1,203,456</b>	<b>1,214,043</b>	<b>1,214,043</b>
<b>Net Income</b>	<b>2,266</b>	<b>5,390</b>	<b>5,390</b>	<b>9,107</b>	<b>9,107</b>

	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>	<b>2028-2029</b>
<b>Income</b>	109	110	110	112	112
3121 Federal Impact	7,425	7,425	7,425	7,425	7,425
3310 Basic FEFP	542,228	547,202	547,202	557,151	557,151
3355 Class Size Reduction Funds	142,256	142,256	142,256	142,256	142,256
3397 Charter School Capital Outlay	48,000	48,000	48,000	48,000	48,000
3391 PECO	25,670	25,670	25,670	25,670	25,670
3399 Other Misc. State Revenue	26,621	26,621	26,621	26,621	26,621
<b>3300 Revenue from State Sources</b>	<b>792,200</b>	<b>797,174</b>	<b>797,174</b>	<b>807,123</b>	<b>807,123</b>
3410 Taxes	371,000	371,000	371,000	371,000	371,000
3440-76 After School Clubs	12,500	12,500	12,500	12,500	12,500
3440-73 Fudge Fundraiser	1,200	1,200	1,200	1,200	1,200
3440-40 Dance	500	500	500	500	500
3440-26 Pizza/Special Lunches	9,850	9,850	9,850	9,850	9,850
<b>3440 Gifts, Grants, Bequests</b>	<b>24,050</b>	<b>24,050</b>	<b>24,050</b>	<b>24,050</b>	<b>24,050</b>
3471 Before & After School Care	21,100	21,100	21,100	21,100	21,100
3479 Other Schools, Courses, & Fees	14,800	14,800	14,800	14,800	14,800
<b>3470 Other Fees</b>	<b>35,900</b>	<b>35,900</b>	<b>35,900</b>	<b>35,900</b>	<b>35,900</b>
<b>Total Income</b>	<b>1,223,150</b>	<b>1,228,124</b>	<b>1,228,124</b>	<b>1,238,073</b>	<b>1,238,073</b>
<b>Expense</b>					
5100100 Salaries	482,100	484,850	484,850	487,600	487,600
5100200 Employee Benefits	109,000	110,000	110,000	110,000	110,000
5100500 Materials and Supplies	12,035	12,035	12,035	12,035	12,035
<b>Total 5000 Instructional</b>	<b>603,135</b>	<b>606,885</b>	<b>606,885</b>	<b>609,635</b>	<b>609,635</b>
Total 6300 Curriculum Development	17,600	17,600	17,600	18,600	18,600
Total 6400 Staff Training Services	5,300	5,300	5,300	5,300	5,300
<b>Total 6000 Instructional Support Services</b>	<b>22,900</b>	<b>22,900</b>	<b>22,900</b>	<b>23,900</b>	<b>23,900</b>
<b>Total 7300 School Administration</b>	<b>263,648</b>	<b>263,648</b>	<b>263,648</b>	<b>265,648</b>	<b>265,648</b>
<b>Total 7400 Facility Acquisition &amp; Construction</b>	<b>1,100</b>	<b>1,100</b>	<b>1,100</b>	<b>1,100</b>	<b>1,100</b>
<b>Total 7600 Food and Water Services</b>	<b>3,180</b>	<b>3,180</b>	<b>3,180</b>	<b>3,180</b>	<b>3,180</b>
<b>Total 7700 Central Services</b>	<b>8,580</b>	<b>8,580</b>	<b>8,580</b>	<b>8,580</b>	<b>8,580</b>
<b>Total 7800 Pupil Transportation Services</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>

<b>Total 7900 Operation of Plant</b>	<b>307,500</b>	<b>307,500</b>	<b>307,500</b>	<b>309,500</b>	<b>309,500</b>
<b>Total 8100 Maintenance of Plant</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>4,000</b>	<b>4,000</b>
<b>Total Expense</b>	<b>1,214,043</b>	<b>1,217,793</b>	<b>1,217,793</b>	<b>1,226,543</b>	<b>1,226,543</b>
<b>Net Income</b>	<b>9,107</b>	<b>10,331</b>	<b>10,331</b>	<b>11,530</b>	<b>11,530</b>

## **APPENDIX 15**

### **TRANSPORTATION**

OSCS, as a public school, is subject to and agrees to abide by pertinent state law and regulations to the provision of transportation for students enrolled in and attending OSCS programs.

OSCS shall be responsible for the following:

- Providing the transportation of students to and from school and school-related activities through car-pooling arrangements with parents, OSCS employees, volunteers, and OSCS buses.
- Requiring all motor vehicles used to transport students to be covered under an insurance policy or policies approved by the School Board and maintaining copies of all insurance policies at OSCS principal office for review and inspection.
- Requiring all drivers of motor vehicles to register for car pools and volunteers to be screened as required by the Jessica Lunsford Act.
- School Administrative Manager will periodically review the driver's licenses of employees, volunteers, and regular car pool drivers. Alternatively, the School may contract with the Sponsor to have regular driver record checks performed by the Sponsor's Transportation Department, with any reports of violations, suspensions, or other reports from the state forwarded to the School for appropriate action under the Sponsor's Safe Driver Plan.
- The School will hold an insurance policy for employees who drive the school buses owned by OSCS. Staff members on the policy will provide copies of driver's licenses and report any traffic violations within 24 hours to School Director who will determine whether the staff member is allowed to continue to transport students.



## **APPENDIX 16**

### **DIRECTORS, OFFICERS, AND EMPLOYEES**

Shareholders – OSCS, as a not-for-profit Board directed corporation, will not have any shareholders.

Board of Directors – The corporation's activities and affairs will be managed by a nine member Board of Directors. The election, terms of office, and duties shall be as contained in the Articles of Incorporation and By-Laws.

The Founding Board of Directors names, addresses, and telephone numbers are:

Beth Kaminstein	P.O. Box 305 Islamorada, FL (305) 664-2875
Sarah W. Smith	87395 Old Highway Islamorada, FL (305) 852-8113
Sylvie Turner	671 Lazy Lane, Key Largo, FL (305) 451-3565

The current Board of Directors names, addresses, and telephone numbers are:

David Thompson	788 Dolphin Ave. Key Largo, FL (305) 394-3473
Nicola Rudolph	19 Avocado St. Islamorada, FL (815) 557-3267
Laurie Brooks	74 Shoreland Dr. Key Largo, FL (908) 547-9472
Kate Banick	146 Indian Ave. Tavernier, FL (305) 619-0154
Beth Kaminstein	P.O. Box 305 Islamorada, FL (305) 393-4013
Ariel Poholek	87200 Overseas Highway Apt. T6 Islamorada, FL (305) 879-2118
Luke Bovill	110 Dove Creek Dr. Tavernier, FL (305) 407-0590
Kat Wheatley	181 S. Ocean Shores Dr. Key Largo, FL (305) 240-1315
Brandi Horton	40 High Point Rd. Apt. F105 Tavernier, FL (305) 393-1047

OSCS will provide the School Board with the name, address, and telephone number of any new or additional election or appointment to the Board of Directors.

Officers – The officers of OSCS are a President, Vice President, Secretary, and Treasurer.

The initial officers names, addresses, and telephone numbers are:

President: Beth Kaminstein	P.O. Box 305 Islamorada, FL (305) 393-4013
Secretary: Sylvie Turner	671 Lazy Lane, Key Largo, FL (305) 451-3565
Treasurer: Sarah W. Smith	87395 Old Highway Islamorada, FL (305) 852-8113

The current officers names, addresses, and telephone numbers are:

President: David Thompson	788 Dolphin Ave. Key Largo, FL (305) 394-3473
Vice President: Nicola Rudolph	19 Avocado St. Islamorada, FL (815) 557-3267
Secretary: Laurie Brooks	74 Shoreland Dr. Key Largo, FL (908) 547-9472
Treasurer: Kate Banick	146 Indian Ave. Tavernier, FL (305) 619-0154

OSCS will provide the School Board with the name, address, and telephone number of any new or additional officers within five (5) days of that officer's election or appointment as an officer.

Employees – OSCS will work the Monroe County School District Human Resources Department in the employment process. The Monroe County Human Resources Department will be notified of all employee changes throughout the school year.

Administrator – The person designated by OSCS to be the administrator of OSCS programs and to be the contact person for the dealings with the School Board is:

Trisha Woods  
92295 Old State Road  
Tavernier, FL 33070  
(305) 852-7700  
[trisha.woods@keysschools.com](mailto:trisha.woods@keysschools.com)

## **APPENDIX 17**

### **GOVERNANCE AND MANAGEMENT**

#### **Qualifications of the Board of Directors**

**David Thompson**, President, is a state certified General Contractor who currently owns several construction companies in the area. His strengths include negotiation, innovative construction practices and schedules, code compliance, site analysis, and financial viability analysis.

**Nicola Rudolph**, Vice President, is a Board Member of a family run business with 20 lumber yard locations in Illinois, Wisconsin, and Iowa. She earned a Bachelor's Degree in Food Science and Technology at the University of Leeds. Her strengths include strategic planning, growth planning, and investment decisions.

**Laurie Brooks**, Secretary, is the Director of Provident Bank in Jersey City, New Jersey and a full time resident in Key Largo. She earned a Bachelor's Degree in Mathematics at the University of Colorado, a Master's Degree in Petroleum Engineering at Stanford University, a Master's Degree in Secondary Education at Duquesne University, a Master's in Computational Finance at Carnegie Mellon University, and a Certificate of Director Education at the National Association of Corporate Directors. Her strengths include directing the activities of corporate risk management, quantitative analysis and model building, corporate governance, conducting annual risk assessments for strategic planning, and developing internal controls.

**Kate Banick**, Treasurer, is the Director of the Good Health Clinic which is the only free and charitable health clinic in the Florida Keys. She earned her Bachelor's Degree in Wildlife Biology and Management from the University of Rhode Island. Her strengths include organization, time management, and securing funding for programming.

#### **Qualifications of the Board Members**

**Beth Kaminstein** is a Founding Member of OSCS and has been a Board member since the opening of the school. She is currently a studio potter creating pieces for galleries and restaurants in her home pottery studio. She earned a Bachelor's Degree in Ceramics/Drawing with a minor in Dance from Bennington College. Her strengths include her experience with public school operations and administration from her years as a founder of the Montessori Island Charter School and her knowledge of the Florida Sunshine Laws and how they pertain to charter school boards.

**Ariel Poholek** is a Fisheries Biologist for the National Oceanic Atmospheric Administration. He earned his Bachelor's Degree in Zoology from the University of Rhode Island and his Master's Degree in Biology from Florida Atlantic University. His strengths include grant writing, publishing articles, and protecting the environment.

**Luke Bovill** is an Assistant State Attorney for the Office of the Monroe County State Attorney and has been appointed to the Grievance Committee 16 "A" for Monroe County. He earned his

Bachelor of Arts in Fine Arts with a minor in English at the University of Vermont, a Juris Doctor, Certificate of Concentration in International Law at Pace University School of Law, and a Master's of Business Administration in Finance from Pace University Lubin School of Business. His strengths include analyzing and reviewing legal documents, understanding the nuances of the law, contracts, will, trusts, and estates.

**Katharine Wheatley** is a yoga teacher and the studio manager at Key Largo Yoga. She earned a Bachelor of Arts in Psychology at the University of North Carolina and a Master of Arts in Psychology at Wake Forest University. Her strengths include managing, scheduling, payroll, advertising, and providing therapy to individuals and families to insure positive outcomes for clients.

**Brandi Horton** is the manager of Freewheeler Vacations and a realtor for Freewheeler Realty. She earned an Associates Degree from Miami Dade College. Her strengths include organization, leadership, and community service.

## **Governance**

The Governing Board will be comprised of community members with skills in non-profit fundraising, business management, law, public school practices, finance and accounting, or public administration. The Governing Board will delegate the responsibilities and obligations to various members based on their strengths and experience. The committee will include but are not limited to Fundraising, Budget and Finance, Facilities Development, Planning and Compliance, Marketing and Public Relations, and the School Advisory Committee. The Governing Board will play an important and constant role in the functioning of the charter school. Among the immediate primary roles that the Board will be charged with are assisting in developing the School Improvement Plan, assisting with budget development and accountability, organizing fundraising events, sponsoring membership drives to increase parent participation, and reaching out to community partners.

The Governing Board operates within the scope of the corporate By-Laws, which it may alter from time to time as it sees fit. As vacancies in the Governing Board occur the Board will perform a search for a replacement member seeking the needed skills and experience and orienting possible candidates to their responsibilities and the amount of time and work that will be required to serve. The Board holds a monthly scheduled open meeting and will develop regulations regarding how committee meetings and workshops shall be held and organized.

As a small school, with limited financial assets, the Board takes responsibility to assure that a high quality education is provided to each student and will assist if extra resources are needed to meet this goal.

## **Management**

The School Director is qualified for the designation "highly-qualified" under the Florida Statutes and any future School Director hired would be required to have this status as well. The School Director is responsible for the day to day activities of the school. Staff is selected based on

qualifications, experience, credentials, and training. The teachers selected for positions will be “highly-qualified” under Florida Statutes on hire or would be required to attain that status within two years of hire.

The quality, dedication, and enthusiasm of the teaching staff is a deciding factor in determining the progress of each and every child in the program. The utmost effort will be put into obtaining the best possible teachers and into retaining and rewarding them for their hard work. The role and responsibilities for each staff member is described in the job descriptions. The recruitment process would include advertising through the Monroe County School District, in Montessori periodicals, with local teacher training programs, and other relevant employment sites. Salaries for teaching positions and other staff positions will include fair and equitable compensation and benefits.

OSCS will provide a compensation plan which includes: health insurance benefits, staff development and training in new and innovative learning strategies, and the opportunity to be part of a Charter School providing exceptional education to each student. Teachers will be retained if they are respected, valued, and supported in their needs for quality materials and resources, and if they teach in an environment where children learn and thrive, and are valued and respected as well. Teachers with Florida’s “highly-qualified” status are deemed essential by the Founding Board and the School Director. The OSCS teachers and director will have preferably “highly-qualified” status on hire, or if not, will be working on and obtain that status within two years.

### **Board Policies and Handbook**

Board members will be expected to follow the policies and procedures outlined in the OSCS Board Policies and Handbook. A copy of the handbook will be provided each Board member. The Board Policies and Handbook will be accessible to the public on the OSCS website. The Board Policies and Handbook is included in this appendix.

**Ocean Studies Charter School**  
**Board Handbook and Policies**

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# **OCEAN STUDIES CHARTER SCHOOL**

## **BOARD OF DIRECTORS POSITION DESCRIPTION AND EXPECTATIONS**

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**Purpose:** To advise, govern, oversee policy and direction, assist the school's leadership, and generally promote Ocean Studies Charter School to support the school's mission and needs.

**Major Responsibilities:**

- Organizational leadership and advisement
- Organization of the board of directors, officers, and committees
- Formulation and oversight of policies and procedures
- Financial management, including adoption and oversight of the annual budget
- Oversight of program planning and evaluation
- Personnel evaluation and staff development
- Review of organizational and programmatic reports
- Promotion of organization
- Fundraising and outreach

**Length of term:** Two years; may be reappointed and serve successive terms without limitation

**Meetings and time commitment:**

- The Board of Directors meets on the second Monday of every month at 5:00 p.m. Eastern Standard Time at Ocean Studies Charter School. Meetings typically last 90 minutes. Meetings may be rescheduled as needed and occasionally special meetings may be called.
- Board members are asked not to miss more than two monthly meetings per year.
- Committees of the Board meet an average of four times per year, pending their respective work agenda.
- Board members are asked to attend a minimum of one special event per year.
- Board members are asked to attend the annual meeting.

**Expectations of Board members:**

- Attend and participate in meetings on a regular basis, and special events as able.
- Participate on a standing committee of the Board and serve on ad-hoc committees as necessary.
- Be alert to community concerns that can be addressed by or affect OSCS's families or programming.
- Help communicate and promote OSCS to the local upper Keys community.
- Become familiar with OSCS's finances, budget, and financial/resource needs.
- Understand the policies and procedures of OSCS, particularly the conflict of interest policy.
- Financially support OSCS in a manner commensurate with one's ability.





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# OCEAN STUDIES CHARTER SCHOOL

## BOARD OF DIRECTORS COMMITMENT AND INFORMATION FORM

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To be completed by individual Board Members at the first Board Meeting of the fiscal year and returned to the Principal of Ocean Studies Charter School.

Board Member Name: \_\_\_\_\_

Spouse/Partner: \_\_\_\_\_

Child(ren), age(s), school(s) attending: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Home ☐ Check box if this is your preferred address

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Work ☐ Check box if this is your preferred address

Employer: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

In accepting a position as a Member of the Board of Directors of Ocean Studies Charter School I commit to the following requirements of my position:

As a leader at OSCS, I agree to attend and participate in regular board meetings and the meetings of any committees or working groups to which I may volunteer or be assigned.

As a leader at OSCS, I agree to bring my personal knowledge and expertise to the activities of Ocean Studies, actively supporting the board leadership and the leadership efforts of our principal.

At Ocean Studies Charter School, I am most interested in support of these types of activities:

Check as many as five:

Facilities maintenance	Ocean Studies events	Marketing activities
Connections for funding	Connections for marketing	Public speaking for OSCS
Attending community events representing OSCS endeavors	My company, giving	Other _____

Boards you serve on: \_\_\_\_\_

Other volunteer activities: \_\_\_\_\_

Other community involvement: \_\_\_\_\_

As a leader at OSCS, I agree to complete and renew my board training as required by the Florida Consortium of Charter Schools, to abide by all school policies, and to attend and participate in our annual strategic planning event.

Please list any potential conflicts of interest:

\_\_\_\_\_

\_\_\_\_\_

As a leader at OSCS, I agree to support the development and fundraising activities of OSCS by:

- Personally contributing financially to OSCS each year;
- Attending at least one of OSCS's special events;
- Identifying potential donors and sponsors, both individual and corporate, for OSCS each year or as requested.

**The Give:** Combined board goal of 100% participation in the annual fund, plus other gifts as appropriate

I pledge \$\_\_\_\_\_ as my personal annual fund contribution for this year (payable by the end of the school year)

\_\_\_ I will send a check      \_\_\_ Please send me a reminder on \_\_\_\_\_

Matching Gift: My employer, \_\_\_\_\_, will match my gift.  
(Please attach matching gift form, if applicable.)

**The Get:** Goal of \$\_\_\_\_\_ per board member

Each Board Member helps to garner additional support for Ocean Studies Charter School

My goal is \$\_\_\_\_\_ through the following methods:

\_\_\_ Please add these five friends/family/colleagues to the annual fund list (please list):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. \_\_\_\_\_

\_\_\_ I will help secure a corporate gift or grant from (please list) \_\_\_\_\_

\_\_\_ I will invite the following guests to an OSCS event that I will attend (please list guests)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ I have access to in-kind/other support. Please explain \_\_\_\_\_

\_\_\_\_\_

**Silent Auction Support:**

\_\_\_ Board Member will participate in set-up and/or planning

\_\_\_ provide one silent auction item valued at \$\_\_\_\_ or more

\_\_\_ purchase or sell 10 tickets outside of the OSCS school community (including staff and parents)

\_\_\_ provide assistance with one sponsor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Director Self Evaluation

	Yes	No	Maybe
Do I understand and support the mission of Ocean Studies Charter School?			
Am I sufficiently knowledgeable about the Ocean Studies' programs and services?			
Do I follow trends and important developments related to Ocean Studies?			
Do I assist with fundraising and/or give a significant annual gift to Ocean Studies?			
Do I stay informed about Ocean Studies' financial health?			
Do I have a good working relationship with the principal?			
Do I recommend individuals for service to this board?			
Do I prepare for and participate in board meetings and committee meetings?			
Do I act as a good-will ambassador for Ocean Studies?			
Do I find serving on the board to be a satisfying and rewarding experience?			
Do I attend at least 75% of board and committee meetings during the year?			
Do I attend Ocean Studies events and fully support based on my board agreement and yearly commitment (ex: attending events, buying or selling 10 tickets, providing one silent auction item, assisting with one event sponsor solicitation)?			
Do I introduce other potential donors to Ocean Studies Charter School?			

## Ocean Studies Charter School

### Board Performance Evaluation

This evaluation is designed to gain an understanding of how individual directors view the performance of the Board as a whole, and to provide a means for suggesting ways to enhance our Board's effectiveness.

The results of this evaluation are considered anonymous and confidential and upon a compilation of summary results, the individual evaluations will be destroyed.

When providing your responses, you are asked to say whether you "Generally Agree" with the statement or if you feel that an improvement is recommended. As we are seeking your full input, please provide your written comments even if you generally agree with a statement. Your written comments, observations and suggestions are most helpful to the Nominating Committee. You may also provide general comments and observations at the end of the evaluation.

Questions	Generally Agree	Improvement Recommended	Comments or Suggestions for Improvement
Strategy:			
1. The board is effective in approving and monitoring the implementation of the School's strategy.			
2. The board is effective in reviewing the School's annual financial budget.			
3. The board is appropriately involved in strategic discussions relating to significant initiatives.			
4. The board focuses properly on regulatory and financial challenges.			
The Right Board Structure:			
5. The board has the right number of directors.			
6. The process for recruitment and selection of nominees to serve as directors is appropriate.			
7. The board has an effective committee structure, in terms of number and types of committees			

The Right Culture:			
8. The board is both sufficiently challenging and supportive of management.			
9. There is a healthy atmosphere of "give and take" at board meetings.			
10. The board keeps appropriately informed about the operations of the School and the effectiveness of management without engaging in micromanagement.			
The Right Process:			
11. The board has the appropriate number of meetings per year.			
12. The board committees have the appropriate number of meetings per year.			
13. The board receives adequate and timely pre-reading materials for meetings.			
14. The board and committee agendas include what is important and strategic and allow for interactive discussions.			
15. You are satisfied with the quality of management presentations to the board.			
16. You are satisfied with the quality of the board's participation at meetings.			
17. The board has open and constructive deliberations.			
18. Directors are well prepared for board and committee meetings.			
19. Committee reports provide the appropriate amount of information to the board.			

20. The board gives appropriate attention to management succession planning.			
Please provide at least one change or idea you believe would add value or otherwise improve our board's overall performance.			

## **Ocean Studies Charter School Conflict of Interest Policy**

### **1. Purpose**

The purpose of this policy is to help board members of Ocean Studies Charter School to effectively identify, disclose and manage any actual, potential or perceived conflicts of interest in order to protect the integrity of Ocean Studies Charter School and manage risk.

### **2. Objective**

Ocean Studies Charter School Board (the "Board") aims to ensure that board members are aware of their obligations to disclose any conflicts of interest that they may have, and to comply with this policy to ensure they effectively manage those conflicts of interest as representatives of Ocean Studies Charter School.

### **3. Scope**

This policy applies to the board members of Ocean Studies Charter School.

### **4. Definition of conflicts of interests**

A conflict of interest occurs when a person's personal interests conflict with their responsibility to act in the best interests of the charity. Personal interests include direct interests as well as those of family, friends, or other organizations a person may be involved with or have an interest in (for example, as a shareholder or business owner). It also includes a conflict between a board member's duty to Ocean Studies Charter School and another duty that the board member has (for example, to another nonprofit organization). A conflict of interest may be actual, potential or perceived and may be financial or non-financial.

In our non-profit filings with the government we are asked each year to respond to the following: Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?

These situations present the risk that a person will make a decision based on, or affected by, these influences, rather than in the best interests of the Ocean Studies Charter School and must be managed accordingly.

### **5. Policy**

This policy has been developed because conflicts of interest commonly arise, and do not need to present a problem to the Ocean Studies Charter School if they are openly and effectively managed. It is the policy of the Ocean Studies Charter School as well as a responsibility of the Board, that ethical, legal, financial or other conflicts of interest be avoided and that any such conflicts (where they do arise) do not conflict with the obligations to Ocean Studies Charter School.

Ocean Studies Charter School will manage conflicts of interest by requiring board members to:



- avoid conflicts of interest where possible
- identify and disclose any conflicts of interest
- carefully manage any conflicts of interest, and
- follow this policy and respond to any breaches.

### **5.1 Responsibility of the Board**

The Board is responsible for:

- establishing a system for identifying, disclosing and managing conflicts of interest with Ocean Studies Charter School,
- monitoring compliance with this policy, and
- reviewing this policy on an annual basis to ensure that the policy is operating effectively.

Ocean Studies Charter School must ensure that its board members are aware of the Florida Statutes governing nonprofits, particularly Florida Statute 617.0832 governing nonprofit corporations' conflicts by directors, and that they disclose any actual or perceived material conflicts of interests as required by governing statutes.

### **5.2 Identification and disclosure of conflicts of interest**

Once an actual, potential or perceived conflict of interest is identified, the affected Board member must notify the Board with all reasonable speed formally at the next Board meeting and update his/her disclosure form kept on file at Ocean Studies Charter School. The Board Secretary should record information related to a conflict of interest, including the nature and extent of the conflict of interest and any steps taken to address it, as part of the minutes of the formal Board meeting.

## **6. Action required for management of conflicts of interest**

### **6.1 Conflicts of interest of board members**

Once the conflict of interest has been appropriately disclosed, the Board (excluding the board member disclosing and any other conflicted board member) must decide whether those conflicted board members should:

- vote on the matter (this is a minimum),
- participate in any debate, or
- be present in the room during the debate and the voting.

In exceptional circumstances, such as where a conflict is very significant or likely to prevent a board member from regularly participating in discussions, it may be worth the Board considering whether it is appropriate for the person conflicted to resign from the Board.

## **6.2 What should be considered when deciding what action to take**

In deciding what approach to take, the Board will consider whether the conflict needs to be avoided or simply documented

- whether the conflict will realistically impair the disclosing person's capacity to impartially participate in decision-making,
- alternative options to avoid the conflict,
- Ocean Studies Charter Schools resources and,
- the possibility of creating an appearance of improper conduct that might impair confidence in, or the reputation of, the Ocean Studies Charter School.

The approval of any action requires the agreement of at least a majority of the Board (excluding any conflicted board member/s) who are present and voting at the meeting. The action and result of the voting will be recorded in the minutes of the meeting.

## **7. Compliance with this policy**

If the Board has a reason to believe that a person subject to the policy has failed to comply with it, it will investigate the circumstances.

If it is found that this person has failed to disclose a conflict of interest, the Board may act against them. This may include seeking to terminate their relationship with Ocean Studies Charter School and any other sanctions that are proportionate to the seriousness of a breach.

If a person suspects that a board member has failed to disclose a conflict of interest, they must notify the Board.

### **Contacts**

For questions about this policy, contact the Board or the Principal.

### **Florida Statute for Reference.**

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FLORIDA STATUTE 617.0832  
CORPORATIONS NOT FOR PROFIT – DIRECTOR CONFLICTS OF  
INTEREST

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[Title XXXVI](#)  
BUSINESS ORGANIZATIONS

[Chapter 617](#)  
CORPORATIONS NOT FOR PROFIT

**617.0832 Director conflicts of interest. —**

(1) No contract or other transaction between a corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or her or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the board, a committee, or the members.

(2) For purposes of paragraph (1)(a) only, a conflict-of-interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the directors on the board of directors, or on the committee, who have no relationship or interest in the transaction described in subsection (1), but a transaction may not be authorized, approved, or ratified under this section by a single director. If a majority of the directors who have no relationship or interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a director having a relationship or interest in the transaction does not affect the validity of any action taken under paragraph (1)(a) if the transaction is otherwise authorized, approved, or ratified as provided in subsection (1), but such presence or vote of such a director may be counted for purposes of determining whether the transaction is approved under other sections of this chapter.

(3) For purposes of paragraph (1)(b), a conflict-of-interest transaction is authorized, approved, or ratified if it receives the vote of a majority in interest of the members entitled to vote under this subsection. A director who has a relationship or interest in the transaction described in subsection (1) may not vote to determine whether to authorize, approve, or ratify a conflict-of-interest transaction under paragraph (1)(b). However, the vote of that director is counted in determining whether the transaction is approved under other sections of this chapter. A majority in interest of the members entitled to vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this section. As used in this subsection, the term “majority in interest” refers to a majority of the voting shares or other voting units allotted to the members.

**History.**—s. 55, ch. 90-179; s. 91, ch. 97-102; s. 31, ch. 2009-205.

## **APPENDIX 18**

### **MANAGEMENT AND STAFFING**

OSCS will hire faculty of any race, color, national origin, religion, gender, or disabling condition. Full time employees will earn 8 hours of Paid Time Off per month during the 10 month school year equaling 80 hours of Paid Time Off. Insurance benefits will be provided to each full time employee at the beginning of each school year. Increases in salary or pay rate will coincide with the academic year and are dependent upon the annual budget, income, enrollment, related continuing education, certification, job performance, and other factors.

#### **School Director Job Description**

The School Director represents Ocean Studies Charter School and is responsible for the daily administration and management of the school within policies set forth by the Board of Directors, consistent with Monroe County School Board and OSCS Contract, the Articles of Incorporation, By-Laws, relationships, covenants, statutory regulations and governmental code requirements.

The minimum qualifications include a Bachelor's Degree in Business Management, Human Services, Economics, Early Childhood and Elementary Education or a related field. Experience in educational leadership, business practice, elementary teaching, grant-writing, and teacher training is also essential. Basic knowledge of Educational Philosophy and Business practice is required and an advanced teaching certificate or Master's Degree is highly desirable. A working knowledge of the Spanish Language is desirable. Qualification as a "highly-qualified" teacher is also highly recommended.

The position requires a highly responsible and trustworthy individual. The work is of an independent nature performed under the general direction of the Board of Directors within established guidelines.

The School Director must possess technical knowledge, leadership abilities and skills, and knowledge of relevant statutes, regulations, and systems. The Director must demonstrate the ability to provide professional leadership. Effective communication and strong interpersonal skills are required. Knowledge of accounting, general finance systems, and standard business operations are also required. The Director must have the ability to manage and operate within the Board's approved budget. An ability to skillfully develop and manage human resources is required. Knowledge of risk management is required. The Director must possess the ability to utilize corporate resources in an efficient manner.

**Reports to:** OSCS Board of Directors

**Supervises:** School and Community Programs Coordinator, Administrative Assistant, Educational Staff

#### **Performance Responsibilities:**

1. Manage and operate the school in accordance with said policy and procedure.

2. Prepare recommendations for and to assist in the development of corporate policy and standard operating procedure.
3. Manage and administer the selection of materials and equipment needed.
4. Participate as requested in the development and adoption of the district's program. Manage and administer the testing program for the school.
5. Manage and administer the development of long and short range instructional and facility needs.
6. Coordinate and supervise transportation services
7. Establish guidelines for proper pupil conduct and effective disciplinary procedures and policies.
8. Review and maintain corporate insurance policies insuring adequate coverage in accordance with federal, state, and Monroe County School Board regulations.
9. Maintain current city occupational licenses and any applicable inspection certificates.
10. Attend all meetings of the Board of Directors and implement all policies and procedures set by the Board.
11. Act a liaison between the Board and Corporation, and Board and Staff, and Board and Monroe County School Board, to ensure that policies and procedures are implemented as revisions occur.
12. Prepare recommendations and assist in development of annual operating budget.
13. Manage and operate the school within the approved budget.
14. Research and submit applications for any relevant, available grants, and/or assisted funding.
15. Assist in preparation of monthly financial statements.
16. Purchase all necessary operating supplies and materials within budget.
17. Develop and recommend procedures and policy for maintenance and improvement of the grounds and building.
18. Procure contract bids as needed, within budget guidelines.
19. Provide monitoring of all contractual agreements.
20. Prepare recommendations and assist in the development of personnel policies.
21. Manage personnel within school policies and budgets.
22. Interview, select, and perform job evaluations for all staff.
23. Negotiate, within the guidelines set forth by the Board of Directors, all employee contracts.
24. Develop and maintain all personnel records and make all necessary reports as required.
25. Provide leadership, support, and direction for employees.
26. Provide administrative support for all staff.
27. Attend all staff meetings and act as a liaison to the Board of Directors on relevant matters.
28. Maintain and monitor all student records.
29. Provide information and support for parents.
30. Establish and maintain professional relations and provide information regarding the corporation to the community at large.

### **School and Community Programs Coordinator**

The School and Community Programs Coordinator works with the Director ensuring smooth daily operation. This position requires a highly organized, motivated individual with skills in leadership and an understanding of the philosophies of education and OSCS.

The minimum qualifications for this position are a Bachelor's Degree, at least five years teaching experience with three years in a leadership position. Other requirements include knowledge of technology, educational leadership, grant-writing, and teacher training.

**Reports to:** School Director

**Performance Responsibilities:**

1. Leading the management of school activities and programs
2. Assisting with the upkeep of school facilities
3. Teacher mentor
4. Instructional Coach
5. Assisting and leading fundraising activities including grant writing
6. Management and purchase of resources
7. Planning and implementing professional development
8. Leading teachers through the use of student and school data in an effort to create a plan of improvement
9. Interacting with parents and caring for children as needed
10. Attend fundraising events as requested by the Board Directors and School Director
11. Make presentations to local interested groups, parents of students, corporation members, local teachers and educators as requested
12. Other duties assigned by the School Director

**School Administrative Manager**

The School Administrative Manager works directly with the School Director to ensure smooth daily operations. This position requires a highly organized individual with word processing and bookkeeping skills, good personal relations, overall office knowledge and basic understanding of the OSCS educational philosophy.

The minimum qualifications for this position include basic knowledge of office practices, computer skills, bookkeeping, and finance.

**Reports to:** School Director

**Performance Responsibilities:**

1. Handle routine correspondence as directed by the School Director
2. Maintain proper and courteous communications with parents, Board Members, staff, and community at large
3. Maintain all files (student, financial, electronic, and general) in an orderly and efficient manner

4. Maintain complete employee files
5. Accounts receivable, accounts payable, taxes, lease/mortgage payments, insurance
6. Balance and reconcile all accounts
7. Prepare monthly budget reports and other financial reports as requested by the Board of Directors or School Director
8. Attend fundraising events as requested by the Board Directors and School Director
9. Other duties assigned by the School Director

### **Elementary Teacher**

The teachers represent OSCS and are responsible for directing an accelerated learning curriculum in accordance with policies and procedures set forth by the Board of Directors, consistent with the Monroe County School Board and the OSCS Charter Contract, Articles of Incorporation, By-Laws, relationships, covenants, statutory regulations, and governmental code of requirements.

The minimum qualifications of this position include a Bachelor's Degree in education or other related field and a current Florida Teaching Certificate. Highly-qualified teacher status is strongly recommended and if not met on hire, must be achieved within two years of employment. A strong knowledge of marine zoology, oceanography, climatology, and geography is desirable. Computer skills, fluency in a foreign language, and a general science background is a plus.

**Reports to:** School Director

### **Performance Responsibilities:**

1. Direct and guide the students in the classroom
2. Supervise aides and enrichment programs taught by aides/instructors
3. Take full responsibility for the implementation of the elementary curriculum
4. Attend fundraising events as requested by the Board Directors and School Director
5. To attend staff meetings, back to school nights, children's performances, open houses, staff development events, participate and share ideas and thoughts
6. Make presentations to local interested groups, parents of students, corporation members, local teachers and educators as requested
7. Coordinate field trips, outside language, art, and music activities and guest speakers
8. Select and requisition classroom materials
9. Maintain daily academic records of student progress and attendance records
10. Train and supervise classroom aide
11. Prepare written student progress reports and schedule parent/teacher conferences twice yearly
12. Maintain classroom environment in a pristine and aesthetically pleasing manner
13. Other duties as assigned by the School Director

### **Montessorian/Paraprofessional**

The Montessorian/Paraprofessional represents OSCS and is responsible for supporting the teacher with an accelerated learning curriculum in accordance with policies and procedures set forth by the Board of Directors, consistent with the Monroe County School Board and the OSCS Charter Contract, Articles of Incorporation, By-Laws, relationships, covenants, statutory regulations, and governmental code of requirements. The Montessorian/Paraprofessional will support the teacher in all classroom management and curriculum responsibilities and set a good example for the students. He/she will assist the teacher in maintaining a clean and orderly classroom.

The minimum requirements include two years of college. A working knowledge of the Spanish language is highly desirable however not required.

**Reports to:** School Director

**Performance Responsibilities:**

1. To prepare teaching materials as requested by the teacher
2. To attend staff meetings, back to school nights, children's performances, open houses, staff development events, participate and share ideas and thoughts
3. To share in routine assigned school duties
4. Supervising the class on the playground and during lunch
5. To ensure teaching continuity during lessons
6. To maintain a professional attitude during work hours
7. To participate in the preparation for out-of-school activities such as field labs and other outings
8. To prepare the classroom daily as necessary, replenishing supplies, preparing for special art activities, maintaining order and cleanliness of the environment and materials
9. To provide one-on-one assistance for students needing extra help, as directed by the teacher
10. Attend fundraising events as requested by the Board Directors and School Director
11. Make presentations to local interested groups, parents of students, corporation members, local teachers and educators as requested
12. Other duties as assigned by the School Director



## **APPENDIX 19**

### **PROFESSIONAL DEVELOPMENT**

OSCS provides the opportunity for professional growth to all employees. The School Director is the instructional leader of the school and will organize site based professional development with support from the school based Leadership Team. Employees of OSCS may participate in professional development activities offered by the District.

Professional Development opportunities will be developed by the School Director and members of the school based Leadership Team. The trainings will be based on areas of growth for teachers as determined by the School Director, requests from teachers, and suggestions from the Board of Directors. The OSCS PD contact will work with the Monroe County School District to record trainings in the My Learning Plan system to provide points for recertification as approved by MCSD. The OSCS PD Contact will attend monthly meetings with MCSD and will share the information and updates with the School Director.

OSCS will provide opportunities for professional growth by providing funding that allows faculty members to attend teacher conferences. Seniority, budget, school need, and performance evaluations are some of the criteria that will be used to determine which teachers will be awarded this opportunity.

All staff members will be encouraged to continue to study Early Childhood/Elementary Education through state provided workshops, local Colleges, or at a Montessori Teacher Training Center.

The School Director will seek out opportunities for growth and professional development through the Monroe County School District, the State of Florida, and through other professional administrative opportunities through available resources including but not limited to the Association for Supervision and Curriculum Development (ASCD) and the North East Florida Educational Consortium (NEFEC).

## **APPENDIX 20**

### **SAFETY AND SECURITY**

School safety and security are a basic need and of paramount importance to a safe, enthusiastic, and nurturing learning environment. OSCS will work with the Monroe County School District and with the Florida Charter Support Unit, to ensure the safety of our students and staff and the protection of the school facility and property. OSCS will utilize the Emergency Response Plan found at [ready.gov](http://ready.gov) to comply with the statutes, rules, and regulations regarding school safety and security and provide a copy each year to MCSD and the Monroe County Sheriff's Department. The plan will include emergency contacts, a visitor registration guide, staff training and duties, parent contact information, and appropriate plans for varied safety and security issues such as weather, power outage, fire, intruder, and other unanticipated emergency situations. OSCS will work with the assigned School Resource Officer to complete all requirements and ensure the safety of our site.

- Access control — OSCS will limit access to school grounds, including reducing the number of ways into the school to a single point of entry, adding locks to doors and fencing surrounding the school, requiring visitors to sign in and other ways to limit access to campus, including compliance with Jessica Lunsford Act.
- Emergency equipment — OSCS will ensure emergency equipment is working and maintained.
- Training — OSCS will provide training for administrators, teachers and staff for how to recognize and respond to emergencies.
- Communications and notifications — OSCS will have a plan on how to communicate with district staff as well as how to notify parents and students about the situation and how to respond.
- Coordination of Security Personnel— OSCS will work with local law enforcement and other agencies in the event of an emergency. Key staff members will have assigned roles and duties, according to each specific threat.
- Technology — OSCS will provide appropriate safety and security devices for students using technology to protect students and staff.