



SCHOOL BOARD AGENDA ITEM RATIONALE

DATE OF BOARD ACTION: June 28, 2016

DISTRICT DEPARTMENT: Legal

DIRECTOR/SUPERVISOR'S SIGNATURE:

SUBJECT: Key West Montessori Charter School - Charter Approval



AGENDA ITEM TITLE: Approve Charter Document for Key West Montessori Charter School

BACKGROUND INFORMATION:

Current Charter expires June 30, 2016. The attached document was developed in conjunction with Key West Montessori Charter School using the Florida Standard Charter Contract as a template.

ITEM BUDGETED:

Yes No N/A Total Cost:

RECOMMENDATION:

Approve Charter Document for Key West Montessori Charter School

REVIEWED BY ADMINISTRATION: Yes:

Executive Director

REVIEWED BY ATTORNEY: Yes: N/A

Signature Required

Florida Standard Charter Contract

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

THIS CHARTER entered into as of the ____ day of _____ 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

KEY WEST MONTESSORI CHARTER SCHOOL, INC.

DBA

MAY SANDS MONTESSORI

1400 United Street

(formerly Montessori Elementary Charter School, Inc.)

a non-profit organization

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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.

School shall mean Key West Montessori Charter School DBA May Sands Montessori (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.

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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. 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 fifteen (15) years commencing on July 1, 2016 and ending on June 30, 2031 unless terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, 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. 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.
4. 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.

C. 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 unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

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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.

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;

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- 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

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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.

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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.

Annual Objectives

1. By September 15th 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 15th 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. By October 15th of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
 - i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

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4. 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.
5. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
6. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

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 indicate accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The 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.

D. Data Access and Use Pursuant to Statute

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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 through 8.

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.

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).

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

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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

- i. 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.
- ii. 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.
- iii. 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.

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H. Maintenance of Student Records as Required by Statute

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

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Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

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

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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; initial evaluation for ESE placement; and other supports and services as agreed to by the School and 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.

Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 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

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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

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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

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 payments to the account specified by the School. Each payment will be one-twelfth (1/12) 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 year 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.
 - c) Payments will be adjusted retroactively for prior period adjustments.

- iii. For the second year and following years of the Contract, monthly payments will be calculated as follows:

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- 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:

- a) The school's monthly or quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.

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b) 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.
3. The School shall submit invoices by the 15th 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.

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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.

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

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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.

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.

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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; and

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- 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 provisions.

- 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 May Sands School, 1400 United Street, Key West, Florida. 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.

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.

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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 [for purposes of this contract]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within.
- 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.

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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

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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 Coverage the School Procures
1. Other Coverage: 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

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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 chooses 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. 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. 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.

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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 and 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.

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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

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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.
- 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.
- 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): **None**

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,

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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. 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

- B. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

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- C. 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.

H. Severability

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.

Florida Standard Charter Contract

- 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:

To Sponsor:

Superintendent of Schools
241 Trumbo Rd.
Key West, FL 33040

To Charter School:

Principal, KWMCS DBA May Sands Montessori
1400 United Street #110
Key West, Florida 33040

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.

Florida Standard Charter Contract

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.

Florida Standard Charter Contract

Appendices

1. The Application
2. Governance Documents



Key West Montessori Charter School

Philosophy, Programs and Curriculum

Mission Statement

The Key West Montessori Charter School is a public school, open to all children, striving to reflect the diversity of our community. Our innovative academic program, rooted in the teachings of Dr. Maria Montessori, challenges the student, individually, in a safe and nurturing environment. Students are guided in the development of self-discipline, self-confidence, cooperation and responsibility; and are instilled with solid foundations in intellectual growth, humanitarianism and peace.

Philosophy

The Key West Montessori Charter School's educational philosophy is based on the premise that excellence in education requires:

- ★ A close collaboration between parents, guides, and administration; families are ultimately responsible for their child's growth and development.
- ★ Guides (teachers) who keenly observe each student's style of learning to provide a developmentally appropriate, experiential learning program.
- ★ A carefully prepared learning environment that fosters a love for learning and allows students to achieve learning gains through personal motivation.

It is the philosophy of the Key West Montessori Charter School (KWMCS) to implement an individualized, student-centered curriculum that includes movement, manipulation and discovery within a multi-age classroom. KWMCS Lead Instructional Guides shall facilitate the delivery of that curriculum in a manner that instills a sense of wonder about the universe and the child's place within it. Furthermore, Lead Guides will strive to extend the classroom out into the community, creating a web of exchange among community members, family, and educational staff. The Staff Administration and Board of KWMCS aim to engage families in the education of children; Parent support is key to a quality Montessori program. The parent and guide unite in a partnership of school and home that fosters the complete development of the child and young adult.



Key West Montessori Charter School

Philosophy, Programs and Curriculum

Educational Programs

‘Our aim therefore is not merely to make the child understand, and still less to force him to memorize, but so to touch his imagination as to enthuse him to his inmost core.’

-Maria Montessori

Dr. Maria Montessori placed emphasis on following the child, being aware of the spirit of the individual. To inspire students to pursue knowledge should be the goal of the effective educator. In addition to satisfying the academic needs of the child, the emotional and physical aspects of development should also be addressed. Our Montessori educational program provides a holistic, integrated approach that attempts to meet the needs of the whole child while attending to the curriculum.

Our educational programs promote independence and interdependence. Montessori educators nurture individuals to become physically, intellectually and spiritually aware of their human potential.

Montessori Primary Preparatory Program

As a public school of choice, our Primary program offers an introduction to the Montessori learning environment for students in their Kindergarten year. We have developed a rich curriculum, which contains all of the essential learning materials commonly found in a traditional Montessori primary classroom, to support our youngest student learners. Our Kindergarten students develop their scholarly learning habits under the direction of our Lead Guide and through active participation in the environment.

Montessori Lower Elementary Program

All of the essential qualities of an authentic Montessori program are evident in our Lower Elementary learning environments; students in grades 1-3 form a community of learners who gain precision with specialized materials through large blocks of uninterrupted work time, under the direction of a Lead Guide and the support of a classroom assistant. Students are expected to hone their scholarly skills through responsible participation in the academic environment, and are provided with experiences in collaborative learning where they develop leadership qualities.



Key West Montessori Charter School

Philosophy, Programs and Curriculum

Montessori Upper Elementary Program

Students in our Upper Elementary learning environments exercise their growing independence by means of increased responsibility, through peer collaboration, and by exhibiting follow-through with independent studies. Our Upper Elementary program is organized using the traditional Montessori model; students in 4th - 6th grade form the learning community, and they are provided large blocks of uninterrupted time to access the curriculum. The Upper Elementary Lead Guides share responsibility in presenting lessons, and the Classroom Assistants serve as tone keepers in the learning environments.

Montessori Early Secondary Program

Dr. Montessori had a vision for the Early Secondary program, and students at KWMCS are guided in their academic development using the essential components of her vision. The students form a strong community through activities that foster cooperation and leadership. The curriculum is advanced and largely project-based, and includes blocks of uninterrupted work time for students to collaborate and gain a deeper understanding of the content. The Guides lead students in the development of seminars, which enhance collaboration and nurtures active listening skills. Students are also guided in selecting community service projects within the school as well as in our greater community. In addition to cultivating strong academic scholars, KWMCS nurtures citizens who demonstrate responsibility, respect and service.

The Method

Our educational program is rooted in the Montessori philosophy, and maintains a vision toward advances in education. Through close and careful observation, Maria Montessori developed a method of educating children that placed the individual needs of the child as the foundation for learning. Three components of Montessori's discoveries serve as our educational cornerstone: the Four Planes of Development, Cosmic Education, and the Universal Human Tendencies.

The Four Planes of Development

Upon understanding that all humans need to make sense of their environment, Maria Montessori realized the existence of stages in human development that were unique to the individual. Montessori believed that humans developed in a series of four stages, and suggested propensities toward the acquisition of certain knowledge existed within each stage. Maria Montessori created the concept of the Four Planes of Development based on



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Philosophy, Programs and Curriculum

her many years of observing children. Within each of these planes, exist periods of time in which the individual is particularly sensitive to acquiring information in a particular manner.

The passage to the second level of education is the passage from sensorial, concrete exploration of the world to abstract exploration of knowledge. The child in the second plane of development (approximately 7 - 12 years old) possesses an abstract mind and seeks to find purpose and reason behind knowledge. It is believed that by creating a sense of compassion, global awareness and our connection to nature, we can instill in children, sociological and ecological values that will benefit them in the future.

Cosmic Education

Maria Montessori stated that for the elementary child it is “the power of imagination that educates”. She designed a curriculum that presented a vision of the universe to the child in the form of an engaging impressionistic story. This provides a large narrative framework for the children’s later knowledge. Studies of all branches of science are integrated into this framework. In addition to the academic curriculum, the Key West Montessori Charter School believes in teaching cosmic education - the knowledge of humanity’s relationship to the universe. The goal of Cosmic Education is to develop a global vision within the child along with gratitude for the universe and their lives within it.

“If everything in the universe came about from the same source – the original fireball that many believe preceded the creation of the stars – then we as human beings are related to all other human beings, as well as to the animals, plants, oceans, and heavenly bodies. Therefore if we deliberately destroy nature or harm other living beings we might be ultimately destroying ourselves.”

- *Aline Wolf, Nurturing the Human Spirit*

Universal Human Tendencies

Maria Montessori was not only an educator, but a keen anthropological observer as well. Montessori’s studies in anthropology enabled her to reflect on the behaviors of early humans, correlate similar behaviors with those of the humans of her time, and realize universal human tendencies toward certain behaviors. These tendencies are: exploration, orientation, order, imagination, manipulation, repetition, precision, control of error leading to perfection, and communication.

Maria Montessori also observed and studied human tendencies; the way we learn. Dr. Montessori believed education should correspond to the child’s developmental periods,



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Philosophy, Programs and Curriculum

and guides should apply their knowledge of human tendencies when working with children. The Key West Montessori Charter School operates on the understanding of the universal human tendencies. In the Montessori classroom the child learns through exploration of the prepared environment. The role of the guide is to continue to adapt the environment and facilitate exploration while observing and assessing the child's individual needs.

The Key West Montessori Charter School acknowledges the importance of the prepared environment and offers:

- ✎ An integration of the arts, sciences, geography, history, and language that inspires students to seek knowledge for personal satisfaction.
- ✎ The presentation of knowledge as part of a large scale narrative in which the origins of the earth, life, human communities (agricultural and urban), empires, and modern history unfolds, always in the context of the wholeness of life.
- ✎ The presentation of formal scientific language of zoology, botany, anthropology, geography, geology, etc. that exposes the child to accurate, organized information while respecting the child's intelligence and interests.
- ✎ The use of time lines, pictures, charts, and other visual aids, to provide 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.
- ✎ An emphasis on open-ended research and in-depth study that uses primary and secondary sources, such as books, as well as other materials.
- ✎ "Going-out" which entails the ongoing use of community resources beyond the four walls of the classroom.

The Materials

Montessori materials make up a large portion of the primary and elementary prepared environments. These manipulative materials have been scientifically designed and tested. In our Primary and Elementary classrooms, you will find a visual representation of the knowledge to be explored. There is a variety of materials within the scope of learning any



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concept. Each student is able to have many varied experiences manipulating materials, enabling exploration and discovery of concepts. Dr. Montessori developed the materials to be self-correcting, which enables the student to experience independence in her/his environment.

In a Montessori classroom there is an emphasis placed on research for even the youngest elementary school students. Research builds a framework for creative thinking and exploration. Through research, students learn the varied means of gaining and evaluating information and how to use reference materials.

The Guide

The guide is a catalyst for learning and observes as the student chooses his/her activities. Maria Montessori valued the role of the prepared educator in the learning environment. In the Montessori classroom, the role of the guide is to continue to adapt the environment and facilitate exploration while observing and assessing the student's individual needs; the guide is the link between the student and the environment. By implementing observation techniques, the guide is able to meet the individual needs and interests of each student. The guide is dedicated to the development of students who are self-disciplined, cooperative, responsible, creative thinkers of the community and world. Along with preparing students to be productive members of society, the guide strives to provide solid foundations in intellectual growth, humanitarianism and peace.

Outline of Instructional Methods

We believe learning environments should accommodate the sensitive periods Maria Montessori realized in order to meet the universal human tendencies. Dr. Montessori believed that human development was an internal process that manifested outwardly over time. It is important to relate the context of Montessori's universal human tendencies to the creation of learning environments to facilitate an environment that is rich in educational possibilities. It is for this reason that an understanding of the Montessori curriculum is needed.

Curriculum

The Montessori curriculum is best described as an integration of subjects that spiral in depth of content over the span of the multi-age cycle within each program level. In addition to core subject areas of Geography, Geometry, History, Language Arts,



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Mathematics, and the branches of Science, Montessori education includes practical life lessons as well as peace education.

Geography

Even the youngest student in the Montessori classroom has experience with physical and cultural geography. First lessons with the globe provide primary program students with an awareness of the differentiation between the Earth's water and the continents. The use of continent puzzle maps - present throughout the primary and elementary learning environments - provide further discovery of physical geography and offer a thematic focus for studying biomes and cultural geography. Early Secondary program students expand their knowledge of physical geography by developing a thorough understanding of the Earth's geologic composition, which has affected its physical structure over time. At this program level, economic and cultural geography are also studied through the divergent lenses of history and current events, which provides opportunity to engage in scholarly debate.

Geometry

The study of geometric shapes begins with concrete objects in the primary Montessori program, and carries forward throughout the Early Secondary program in a more abstract, complex and analytical manner. Identification and classification of plane figures and solid geometric shapes become the work of the primary Montessori student. Geometry studies for the elementary program level include definitions and properties of plane and solid shapes, and expanded forms of plane shapes (i.e. types of triangles and polygons). The study of nomenclature to describe specific aspects of geometric shapes is the work of elementary program level students, which lead to measurement and manipulation of shapes as they progress in their studies.

History

In a Montessori elementary classroom, the first lessons of history are presented in narrative form, beginning with the scientific theory of the origin of our universe. Dr. Montessori held firm to the belief that children whose imaginations were engaged would be more apt to learn. Studies of the history of our mother planet lend a strong connection to the science of zoology, and imbedded in these studies is a component of the curriculum that provides the etymological origins of language. The study of early humans and how our species evolved is a concept that is presented throughout the elementary program years. Discussions on



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the fundamental needs of humans provide opportunities for the study of early civilizations and potential correlations to current day issues. The use of timelines is a key component of Montessori education, and enables students to place facts from any discipline in a linear progression. In this regard, history is not a separate subject, but a manner in which one organizes content in linear form.

Language Arts

Dr. Montessori understood that the sensitive period for developing language occurred from birth through approximately age six. It is for this reason that the primary environment holds a wealth of materials to provide experiences for the development of spoken and written language. Early lessons in phonemes form the basis of the language curriculum in the primary environment. Students experience letters and sounds through multi-modal forms of sandpaper letters, objects and modeling. Once the phonemic coding is in place, students build on their knowledge by using the moveable alphabet for word building and the study of phonemic blends for vocabulary development. Literacy is an integral component of all subject areas; nomenclature cards are prevalent throughout the Montessori curricula, and provide students with varying levels of matching words, objects and definitions. Instructional Guides at all program levels provide regular opportunities for listening to stories, which helps to build sustained focus and comprehension in pre-readers, and an appreciation for literary genres and the spoken word in older students. Composition is the written form of language, and is encouraged from the very first lessons of phonemic development. Formal instruction in handwriting emerges as a result of repeated practice with the sandpaper letters, which supports proper letter formation. As students progress in the Montessori program levels, they develop a wider working vocabulary (e.g. personal dictionaries), begin to study grammar (e.g. functions of the parts of speech), and take part in literature circles or shared reading groups to build skill in reading and critical thinking.

Mathematics

Dr. Montessori developed materials to teach a specific concept in practical form, and provided opportunity for independent exploration by making these materials self-correcting. The Montessori Math curriculum begins with concrete representation of quantity and symbol, and contains a variety of materials that progress in complexity of concept to enable students to move toward abstraction. Mathematics in the primary environment offers an introduction to the decimal system in an inviting and interactive form known as the



Key West Montessori Charter School

Philosophy, Programs and Curriculum

Golden Bead Material. Young students begin composing numbers into the thousands through manipulation of the materials and in connection to the symbols presented by the Instructional Guide. The Bead Cabinet is also a learning tool introduced in the primary environment, but is used throughout the elementary program, as well. The Bead Cabinet is perhaps the most versatile Montessori Math material; for it provides students with a concrete form of linear counting that also incorporates skip counting, multiples, and the square and cube of numbers. The use of bead bars, which were developed in the same fashion as those in the Bead Cabinet are used throughout the elementary Math curriculum to support student learning of mathematical operations. As students become proficient with mathematical concepts, the reliance on representative materials subsides. Students in the Upper Elementary and Early Secondary learning environments are more able to complete their studies in abstract format, though there exist occasions when a return to the concrete materials is needed to reintroduce or reinforce a concept.

Branches of Science

The Montessori Science curriculum is interwoven with history, mathematics and language, and begins with a descriptive overview of the origin of our universe. Progressing from this first impressionistic lesson, students learn about types and formation of galaxies, the composition of stars, the planets that form our solar system, the formation of Earth, and the composition of our planet. Further lessons draw upon physical science concepts such as the states of matter, exploration of elements and compounds, and basic atomic theory. The study of plants and animals is also a part of the curricular web that flows through all Montessori program levels. Primary students learn classification of living and non-living organisms, and begin learning the differing characteristics of plants & animals. The Science curriculum progresses to identifying the parts of plants and animals, as well as more advanced classification of animals, and eventually to the biological characteristics that differentiate the propagation of animal species. Students in the elementary and early secondary program levels learn about the interrelationships of living organisms through lessons in ecology and environmental science, which also provide opportunity to study chemistry and revisit molecular theory. The branches of science are interrelated in the Montessori curriculum, and the progression of the spiral depth of knowledge is quite evident throughout the academic program levels.



Key West Montessori Charter School

Philosophy, Programs and Curriculum

Practical Life

Dr. Montessori held to the belief of education as an aid to life, and created activities for the young Montessori student that developed fine motor control, coordination and courtesy. While most of the practical life lessons are introduced in the Primary program and provide exercises in gaining fine motor precision, older Montessori students' practical life activities expand to include real world activities. As the student sweeps up pencil shavings, in the active care for the school's plants, or through the preparation of communal snack, Montessori students are developing independence in their environment.

Peace Education

Early lessons in grace and courtesy provide the framework for a peaceful and connected learning environment. Students are guided in practical life activities that require sharing, taking turns, active listening, and respect. Students develop these characteristics through active participation in their environment and the classroom becomes a community of peacekeepers.

Presentation of Lessons

The guide generally presents lessons in brief, small group presentations. The lessons utilize Montessori materials, hand-made materials, nomenclature booklets and cards, and more traditional education tools (such as microscopes and thermometers). The plan for the composition of small groups involves consideration of student abilities, interest, and prior experience with the content to be presented. Students who are familiar with the lesson may serve as peer guides. After each lesson is presented there are a variety of follow-up activities, which enable the student to gain mastery of the concept presented. There are also extension activities, games, and other materials that can be introduced to revitalize interest and which engender mastery of the concept. Nomenclature is an integral component of many lessons. The traditional style of presenting nomenclature follows the Montessori Three-Part Lesson. Each lesson teaches approximately 3-5 terms. The first part of the lesson requires the guide to present the nomenclature (e.g., "This is the isosceles triangle"). The second part asks the student for comprehension of the nomenclature while naming it (e.g., "Show me the isosceles triangle"). The third part asks the student to show comprehension of the nomenclature without assistance (e.g., "What is this triangle called?"), thus checking for mastery of the nomenclature. This type of lesson is used to give vocabulary in any subject as well as for learning non-phonetic words.



Key West Montessori Charter School

Philosophy, Programs and Curriculum

The Three-Part Lesson allows the guide to quickly assess individual student comprehension, and the student is actively involved in the learning process. The brevity of the lesson allows the student to explore and manipulate the material, which leads toward mastery of the subject. The Three-Part Lesson follows the natural progression of learning, asking for information only when the student has demonstrated that he/she understands, thus ensuring more confidence and a sense of accomplishment.

Freedom and Responsibility

Freedom and responsibility are an integral part of the Montessori environment. Students are active participants in their academic success. The adult is responsible for setting limits in a firm, fair, and consistent manner. Students are free to make choices within those limits. They are responsible for accepting the consequences of their choices, which leads to the development of self-discipline. This freedom develops the ability of the child to make reasoned choices based on a framework of self-discipline that has been developed over time.

Connection to the Community

Through the multi-age classroom, freedom of movement inside and outside, and the use of research and real-life materials, the Montessori classroom has great relevancy to the world beyond the school. Within the Montessori environment the child develops humanitarian values, a foundation of courtesy, respect and purpose, through experience and guidance.

Non-discriminatory Policy

The Key West Montessori Charter School, Inc. shall admit students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to all members of the student body. The school does not discriminate on the basis of race, color, national or ethnic origin in administration of educational policies, admission policies, athletic or other school-administered programs.

Cultural Diversity

We celebrate the diversity of all ethnic and religious backgrounds of the children in our community. We do not subscribe to any specific religious organizations or practices. We invite all families to share with us their ethnic observances and celebrations.



Key West Montessori Charter School

Academic Accountability

The Key West Montessori Charter School has aligned the Montessori curriculum with Florida Standards to ensure delivery of the standards is consistent with Montessori instructional practice. Additionally, Observation of students is built into the daily 3-hour work cycle to provide reflection on how the students are accessing and responding to the curriculum. In the Montessori classroom, the role of the Instructional Guide is to continue to adapt the environment and facilitate exploration while observing and assessing the student's individual needs; the Guide is the link between the student and the environment. In addition to observations, Instructional Guides will administer diagnostic assessments in Reading and Math, which will provide a baseline of student performance to further inform instruction. KWMCS uses the following diagnostic tools: Florida Kindergarten Readiness Screener Work Sampling System (Kindergarten), STAR Early Literacy (K-2*), STAR Reading (grades 1-8), and STAR Math (K- grade 8).

STAR Assessments

STAR assessments in Reading and Math will occur at least three times each school year, at regular intervals: in the fall (September), winter (January), and spring (May). KWMCS uses STAR standard benchmark settings to determine proficiency categories for Reading or Early Literacy and Math:

- ★ ***At/Above Benchmark*** = At/above 40th percentile
- ★ ***On Watch*** = 25th to 39th percentile
- ★ ***Intervention*** = 10th to 24th percentile
- ★ ***Urgent Intervention*** = Below 10th percentile

Florida Kindergarten Readiness Screener Work Sampling System

Within the first 30 days of the school year, students in Kindergarten will be screened using the Florida Kindergarten Readiness Screener Work Sampling System instrument, a tool that measures student performance across five development areas and is based on observation. Student performance is rated accordingly:

- ★ ***NA (Not Applicable)*** = point value 0
- ★ ***DNO (Did Not Observe)*** = point value 0
- ★ ***NY (Not Yet)*** = point value 1
- ★ ***IP (In Process)*** = point value 2
- ★ ***P (Proficient)*** = point value 3



Key West Montessori Charter School

Academic Accountability Normalization

At the end of the first quarter of the school year, Lead Instructional Guides conference with the families of their students to share diagnostic data as well as classroom observations of the student's **Normalization**. This term is used to describe the flow of how children respond in a Montessori environment: making appropriate work choices, concentration on the work at hand, and a sense of accomplishment with a job well done. Instructional Guides use data collected through targeted observations of student function within the learning environment:

- **Love of Work** - orientation of and initiation to daily work
- **Concentration** – ability to focus on a task and work completion rates
- **Self-discipline** - level of perseverance on making appropriate choices
- **Socialization** – demonstrating care and respect for others

The measurement standard for student observations is:

- ★ Consistently demonstrating skill = 4
- ★ Steadily progressing = 3
- ★ Gradually progressing = 2
- ★ Support is required = 1

Support for Low Performing Students

Families of students who are performing below grade level in core subject areas will meet with Lead Instructional Guides each quarter of the school year to review the diagnostic data, the types of instructional supports in place as well as the efficacy of said supports on student academic progress. A student who is consistently performing below grade level may be referred for formal educational evaluation. The Monroe County School District is responsible for providing qualified individuals to perform evaluations for students referred for speech, academic or behavioral difficulties. Specific procedures for referrals and evaluations are contained in the Monroe County School District's Manual for the Admissions and Placement of Exceptional Students.



Key West Montessori Charter School

Academic Accountability Progress Reporting

Formal written reports of progress are distributed twice, annually for students in grades Kindergarten – Grade 5, and quarterly for students in grades 6–8. Each student is required to show proficiency of the grade level expectations. Students who do not meet grade level proficiency will receive instructional supports and more frequent progress monitoring. Samples of KWMCS student progress reports are a component of this document.

Standardized Testing

All students at KWMCS participate in standardized testing, annually. The instructional staff of Students in Kindergarten through Second Grade are administered the *Stanford Test of Achievement, Tenth Series* (abbreviated form) in Reading and Math. The Stanford 10 is nationally norm-referenced standardized assessment. *Florida Standards Assessments* (FSA) in *English Language Arts* (ELA) and *Math* will be administered to all third through eighth* grade students every year. Students in grades 4 – 8 will participate in *Florida Standards Assessment* (FSA) for *Writing*. The *Florida Comprehensive Assessment Test in Science* (FCAT) will be administered to students in grades 5 and 8. Students in grades 7 and 8 will participate in *End of Course Assessments* related to their course schedule.

**Students enrolled in Algebra 1 or Geometry will not be administered the FSA Math.*

Stanford Test of Achievement

The most widely used scores to interpret student performance on the Stanford 10 are Percentile Rank (1-99) and Stanine (1-9). A Percentile Rank of 50 and Stanine of 4 – 6 are considered average, based on regular education students given the assessment in the same grade level group.

KWMCS maintains a goal of 70% of students per grade level (Kindergarten – Grade 2) will score at or above the 50th percentile for student achievement in Total Reading and Total Mathematics on the Stanford 10 (abbreviated battery).



Key West Montessori Charter School

Academic Accountability

Florida Standards Assessment

Florida public schools experienced a transition in state-mandated comprehensive Reading, Writing and Math assessments for the 2015 school year, with the departure of the Florida Comprehensive Assessment Test (FCAT) and the administration of the new Florida Standards Assessments in English Language Arts (FSA ELA), Writing and Math (FSA Math). KWMCS students in grades 3-6 participated in FSA ELA and FSA Math, those in grades 4-8 were administered FSA Writing, and students in grades 7 & 8 were administered FSA ELA and End of Course assessments in – either – Algebra 1 or Geometry. These comprehensive assessments served as a new measure for student achievement with the Florida Standards. Five Achievement Level standards exist: Level 1 (inadequate), Level 2 (below satisfactory), Level 3 (satisfactory), Level 4 (above satisfactory), and Level 5 (mastery). The baseline for KWMCS student achievement – per grade level – was established with the SY2015 FSA administration. In order to establish school-wide academic goals for FSA ELA and FSA Math, the cohort percentiles for satisfactory achievement in each subject area have been averaged.

73.5% of KWMCS students per grade level will score at or above a level 3 on FSA ELA. 59% of KWMCS students per grade level will score at or above a level 3 on FSA Math.



Key West Montessori Charter School

Student Discipline

KWMCS practices positive discipline techniques that will assist the student in developing self-control and pro-social behavior. This consists of direct guidance until the student has acquired the self-control and degree of independence to act freely on his/her own. Students 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. Guides are directed to intervene when the student is engaged in disruptive, abusive, dangerous, or destructive behavior. In such cases guide will first attempt to redirect to a more positive activity. If the inappropriate behavior persists, the guide will require the student separate from the group until sufficient self-control is regained. All adults at KWMCS are expected to remain kind, calm, and firm in maintaining classroom order. The following factors will contribute to good standards of behavior:

- ✓ Guides model the behavior expected from their students.
- ✓ Clear limits and expectations for behavior are set.
- ✓ Logical consequences are implemented and connected to the misbehavior.
- ✓ Positive behavior is encouraged
- ✓ Consequences are applied fairly and consistency is maintained.
- ✓ Conflict resolution skills and peace education are modeled and implemented.

Ground Rules

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 ground rules. All ground rules will be based on the core Montessori values of respect for self, others, and the environment.



Key West Montessori Charter School

Student Discipline

Our educational program takes a natural approach to discipline. The manner in which materials are meticulously taken for practice, the concentration that is required to carry out the task, the last detail of returning materials to the shelf; there is both order and responsibility imbedded in each component of every activity. Everything is done with precision and care; there is an intrinsic discipline in the Montessori classroom that drives student expectations for behavior. This discipline extends to our outdoor environment; we expect playground equipment to be used for its intended purpose, cared for and returned to storage so that it may be taken again and enjoyed. When students misuse or destroy materials, they show a lack of discipline or self-control. Our approach is based on empowerment, mutual respect, and trust. Our discipline policy uses natural and logical consequences and is never punitive. 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. Families can help increase student's sense of intrinsic discipline and self control by giving responsibilities at home, for example:

- ✓ Require your child to manage her/his backpack, lunch box, homework folder & assignments. Provide a defined space to place these items, and be consistent with a routine for collecting items, daily, before school.
- ✓ Enlist your child's help in setting the table for meals, and in returning their used tableware to the sink. Again, consistency is important for establishing order and responsibility.
- ✓ Help your child appreciate the value of their personal belongings; when toys, sports equipment, jewelry, or electronics are used for their intended purpose and cared for properly, they will be available for future enjoyment.

As parents we want the best for our children; we work hard to provide for them and to protect them. In the words of Paula Polk Lillard, a contemporary leader in Montessori theory and practice, *"All parents need to remember that true happiness comes through having character and discipline, and living a life of meaningful contribution -- not by having and doing whatever you wish."*



Key West Montessori Charter School

Student Discipline

C.A.R.E.

The Staff & Administration of KWMCS have developed an acronym to help students remember the expectations for behavior at school: C.A.R.E.

Courtesy – the manner in which we treat each other, our belongings, our home, learning and play environments.

Awareness – our careful attention to our surroundings and our place within it.

Responsibility – being accountable for our actions, our belongings, our learning and play environments.

Enthusiasm – the vigor we give to everything we do.

When students fail to meet these expectations, there are a variety of interventions that our instructional staff employs.

Code of Conduct

Repeated instances of inappropriate behavior must be documented by noting the behavior, date, and time on a **Conduct Form**. Our goal is to maintain a positive and peaceful environment for all students. Physical or verbal aggression or violence will not be tolerated. If this occurs at school, the student should be sent home. A parent conference will be required before the student is readmitted to class.

The principal may suspend a student from school for willful disobedience, open defiance of a staff member's authority, use of profane or obscene language, other serious misconduct, or repeated misconduct of a less serious nature. Parents will be notified in writing of the reasons for suspension and shall be provided with an opportunity for a conference within 24 hours of the effective date of the suspension.

Any student who repeatedly breaks the ground rules, or who endangers the health and safety of others, may be asked to leave the school.



Key West Montessori Charter School

Student Discipline

Addressing Non-Violent Behaviors

Step 1: Documentation

- Student - Guide Conference
- Consequences established up to and including removal from classroom.

Step 2: Documentation

- Student - Guide Conference and Parent Phone Call
- Additional consequences established

Step 3: Documentation

- Family Conference with Guide and Principal
- Action plan established; alternate strategies/consequences planned.

Step 4: Documentation

- Second Family Conference with Guide and Principal
- Action plan reviewed and revised; Family School commitment form reviewed.

Step 5: Documentation

- Third Family Conference with Guide and Principal
- Action plan and commitment form reviewed
- Mandatory in-school suspension (1-3 days); student placed on probation.
- Timeframe established for resolution of issue(s); follow-up meeting scheduled.
- Student/family notified of potential dismissal from school.

Step 6: Documentation

- Fourth Family Conference with Guide and Principal
- Notification sent to Charter Board President
- Action plan, commitment form and resolution timeframe reviewed
- Mandatory out of school suspension (1-3 days); student placed on probation.
- Follow-up meeting scheduled with attendance from Charter Board President.
- Student/family notified of dismissal from school pending resolution of issue(s).

Step 7: Documentation (formal letter)

- Fifth Family Conference with Guide, Principal, and Charter Board President
- All documents reviewed
- Student is dismissed from school due to insufficient progress in resolving issue.



Key West Montessori Charter School

Student Discipline

Addressing Violent Behaviors

Step 1: Documentation

- Family Conference with Guide and Principal
- Family School commitment form reviewed.
- Action plan and resolution timeframe established.
- Notification sent to Charter Board President
- Mandatory out of school suspension (1-3 days); student placed on probation.
- Follow-up meeting scheduled with attendance from Charter Board President.
- Student/family notified of potential dismissal from school.

Step 2: Documentation

- Family Conference with Guide, Principal and Charter Board President
- Action plan, resolution timeframe, and commitment form reviewed.
- Mandatory out of school suspension (up to 10 days); student placed on probation.
- Follow-up meeting scheduled with attendance from Charter Board President.
- Student/family notified of potential dismissal from school, pending resolution of issue(s).

Step 3: Documentation

- Family Conference with Guide, Principal, and Charter Board President
- All documents reviewed
- Student is dismissed from school due to insufficient progress in resolving issue.



Key West Montessori Charter School

Student Admissions

Families wishing to enroll a child in the Key West Montessori Charter School (KWMCS) will obtain an application form and brochure explaining our Charter School program. Children whose names are on the current wait list will need to reapply to be included in the lottery for the coming school year. Students must meet eligibility requirements for the grade to which they are applying. In order to maintain compliance with our charter agreement, proof of residency is required for all applicants to KWMCS. All documents must be submitted in their original form, at the time the student's application is submitted, and must be pre-printed with the name of the child's parent/ legal guardian as well as the local residential address. Students whose parents are found to have submitted fraudulent information in an effort to enroll a student in KWMCS shall be immediately withdrawn.

All applicants must submit at least one document from each of the following sections. These documents are for address verification, and must reflect the address provided for enrollment or change of address.

*All documents must be pre-printed with the name of the parent/guardian registering the child

Section 1

- Current telephone or electric bill
- Lease agreement with name and contact information of landlord
- Mortgage commitment
- Home Purchase contract including specified closing date
- (copy of deed provided within 60 days of closing date)

Section 2

- Automobile Insurance
- Current Florida Driver's License/Florida Identification Card
- Cellular telephone bill
- Credit card statement
- Bank account statement
- United States Postal Service confirmation of address change request
- Declaration of Domicile form from the County Records Department

When parent/guardian resides with someone else who resides in the school's boundary area, the parent/guardian must submit:

- Notarized Statement of Bona Fide Residence signed by parent/guardian and owner or lessee with whom the parent/guardian is residing



Key West Montessori Charter School

Student Admissions

— Any proof of residency from the first list above in the name of owner or lessee signing the Statement of Bona Fide Residence form.

In addition, the parent must submit either a FL Driver's License, FL Identification Card or Voter's Registration card with their name and the address of the owner or lessee within 30 school days.

When parent/guardian does not reside in the school's boundary area, the parent/guardian must submit:

— Notarized Statement of Parental Consent for Guardianship signed by parent/guardian and Local Adult with whom the applicant child is residing

Applications for enrollment will be accepted for the current or coming school year, as specified by the parent/guardian of the child and verified by the Administrative Assistant. Incomplete applications will not be accepted. If the application is for enrollment in the current year, it is added to the appropriate grade level wait list. Completed applications for the coming school year will be accepted within the Open Application Season window and numbered in the order that they were received. In the event that the number of applications exceeds the available spaces for enrollment for the coming school year within the Open Application Season, the application number becomes the Lottery Number. Families with two or more siblings applying for enrollment will be issued one number for the family.

Observation of the classrooms will be scheduled during the Open Application Season. Observations will take place Tuesdays through Thursdays beginning at 8:30 and ending by 10:30, with a limit of two adults per classroom, per observation. Observations are limited to 30 minutes in length, per classroom.

A meeting of all applicants' families will be held at least one week before the lottery drawing. Families will learn about the philosophy of the school, its curriculum, and responsibilities of families to the Charter. The candidate families will also be invited to the May All-School meeting, so that they are oriented to our current parents and made aware of the committees at work.

Should the number of applications exceed the available spaces for enrollment; a lottery will be activated to determine which new students will be admitted. The Supervisor of Elections will draw lottery numbers, and members of the Administrative Staff will verify the drawing. This process is open to the public and will be conducted in accordance with Florida Statutes and Charter law.

Each applicant's name & lottery number will be printed on an adhesive label.

A metal cage with numbered balls (BINGO set) will be used to draw lottery numbers.

Lottery numbers are ordered as they are drawn.



Key West Montessori Charter School

Student Admissions

As each lottery number is drawn, the applicant's adhesive label is placed in the first available position under her/his eligible grade level column. When a sibling number is drawn in the lottery, all siblings will be placed in the next available position under her/his eligible grade level column, space permitting. If a grade is full, the sibling will be placed on the specific grade's Sibling Wait List. The Sibling Wait List takes preference over names on the general wait list.

The Enrollment & Wait List will be developed according to grade level, by the ordered lottery numbers.

Families will be notified by letter within one week of the lottery drawing.

Families must state their intention to accept or rescind their child's enrollment in the Key West Montessori Charter School within three weeks of receipt of the letter.

Open Application Season and Lottery Timeline

By 25 February:

- Send home Intent to Remain letters to KWMCS enrollees for the coming school year. Return within two weeks.
- Begin Open Application Season advertising campaign, calling for applications. Check Enrollment Policy for details.
- Contact the Supervisor of Elections to perform the lottery drawing.

By 20 April:

- Close the Open Application Season at noon.

By 10 May:

- The lottery drawing will occur on our school campus, after school hours (4:15). It is open for applicants' families to observe, if desired.

Within one week of the drawing:

- The Administrative Assistant will notify all families of lottery drawing status, indicating whether their child is eligible to complete the enrollment process or whether their child is placed on the wait list.

Within three weeks of notification:

- All families of children eligible to complete the enrollment process must notify the Administrative offices of their intentions. All outstanding paperwork must be complete by the end of the third week after the mailing.



Key West Montessori Charter School

Family School Commitment

The Family School Commitment is an agreement between the school and the family stating the terms of the family's commitment to be fully involved in their child's education at the school. Such involvement will include, but not be limited to, volunteer hours, parent education, etc.

Families of eligible children must be willing to make an extraordinary commitment to their child's education. Commitment to the Key West Montessori Charter School mission and educational philosophy manifests itself in the signing of the KWMCS Family School Commitment.

It is necessary for parents and educators to unite together to create a healthy, enriching and stimulating environment for children. Without this drive to promote the child's development and to encourage him/her to reach his/her full potential, alternative public schools such as the Key West Montessori Charter School and other special school programs would not exist. When schools and families work together in this endeavor, goals are manifested and reached. It is the joint ambition of Key West Montessori Charter School and of the parents to give each child the best education possible. Education of this caliber takes true dedication on the part of the school as well as the family. Because of this ambition, we must make our expectations and promises clear and understood. Upon enrollment, the school asks the families of our children to read and accept the terms of our Family School Commitment.

Enforceability

Consistent with F.S. 1002.33(10)(e)5, the parent volunteer contract is enforceable under Florida law, and failure of a parent or legal guardian to uphold or fulfill their responsibilities under said contract would be sufficient grounds for denial of admission to the school the following year. As a public school of choice, the Key West Montessori Charter School relies on a strong home-to-school connection for the success of its program. Families will be notified in writing of the consequence for non-fulfillment of the Contract of Commitment, which is placement of his/her child/children in the lottery drawing, to determine enrollment for the coming school year. A parent or legal guardian may request benevolence from the Charter Board of Directors, who will address cases of hardship on a case-by-case basis.



Key West Montessori Charter School

Family School Commitment

Student Responsibilities:

- ✓ To be a positive, contributing member of the class by acting with integrity, respect, and responsibility.
- ✓ To work hard, use time wisely, and complete assigned work on time.
- ✓ To participate in school outings with vigor, enthusiasm, respect, and a positive attitude.
- ✓ To demonstrate required level of competence in the designated areas of study.
- ✓ To ask for assistance when needed.
- ✓ To complete homework prior to school start time on the day it is due.
- ✓ To have all necessary supplies for school.
- ✓ To arrive at school on time.
- ✓ To attend school events.

Teacher Responsibilities:

- ✓ To create a prepared environment for learning to occur.
- ✓ To facilitate the students in their learning.
- ✓ To serve as a positive model for the students, acting with integrity, respect and responsibility.
- ✓ To offer the students opportunities for challenging and meaningful work.
- ✓ To meet with each student regularly to review progress and discuss any concerns.
- ✓ To be available for students who need help with their work at a pre-arranged time.
- ✓ To provide two conferences with parents each year, and additional ones as needed.
- ✓ To communicate with parents regularly regarding the progress of their child in our program.
- ✓ To make the time to attend All-School Meetings and school events.

Parent Responsibilities:

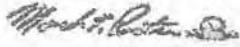
- ✓ To be aware of the attendance policy and ensure my child arrives to school on time.
- ✓ To support my child's participation in service learning and school outings.
- ✓ To communicate with the teacher regarding questions/concerns about my child.
- ✓ To review, dialogue, and sign my child's weekly work plans/records as applicable.
- ✓ To provide a time and place at home conducive to completing homework on a daily basis.
- ✓ To provide access to resources and materials for independent study projects.
- ✓ To attend all scheduled classroom conferences and meetings.
- ✓ To attend at least 2 out of 3 All-School Meetings and to make the time to attend school events.
- ✓ To complete at least 25 service hours to the school, 5 of which are served in supporting KWMCS fundraising, two weeks prior to the May All-School Meeting.

Florida Standard Charter Contract

Appendices

1. The Application
2. Governance Documents

Signed and approved this 28 day of July, 2016.



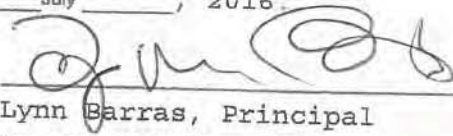
Digital Signature by Mark T. Porter
DN: cn=Mark T. Porter, o=Monroe County School District,
#cn=Ppntstndact of Eds&ls, email=dujy.Aarawa@scysdwebk.com,
c=FL
Date: 2016.07.04 15:29:42 -0400

Mark T. Porter, Superintendent
Monroe County School District



Digital Signature by Andy Griffiths
DN: cn=Andy Griffiths, o=Monroe County School District, ou=SCD400, email=
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Date: 2016.07.04 15:29:42 -0400

Andy Griffiths, Chairman
Monroe County School District



Lynn Barras, Principal
Key West Montessori



KW Montessori Board Chair

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Briana Castillo