

**THIRD AMENDMENT RENEWAL OF CHARTER BETWEEN
FLORIDA STATE UNIVERSITY AND CITY OF PEMBROKE PINES**

THIS THIRD AMENDMENT renewing the Charter between Florida State University and City of Pembroke Pines, Florida, entered into this ____ day of _____, 2020, by and between The Florida State University Board of Trustees, a public body corporate of Florida, acting for and on behalf of the Florida State University (“Florida State University” or “University”) and the City of Pembroke Pines, Florida, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Commission (“City”); collectively (“Parties”), states as follows:

WHEREAS, University and City are parties to a Charter between Florida State University and the City of Pembroke Pines (“Charter”), dated February 3, 2003, as amended, created to ensure that a Developmental Research Charter Laboratory School (“DRCLS”) is established and maintained pursuant to §§1002.32 and 1002.33, Florida Statutes; the term of which was scheduled to end June 30, 2020; and

WHEREAS, the Charter allows for modifications of the Charter upon mutual written agreement executed by both parties; and

WHEREAS, the First Amendment to the Charter was executed extending the term of the Charter through June 30, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

1. Pursuant to Sections 1.4 and 1.5 of the Charter, the Parties agree that the term of the Charter shall be renewed for fifteen (15) years, effective July 1, 2020 through June 30, 2035.

2. The following sections are amended as follows:

1.6 **Nonrenewal:** FSU shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. At the end of the term of this Charter, FSU may choose not to renew this Charter upon any of the following grounds:

1.6.1 Failure to meet the requirements for student performance as stated in this Charter;

1.6.2 Failure to meet generally accepted standards of fiscal management;

1.6.3 Material violation of law; or

1.6.4 Other good cause shown.

1.16 City's Governance Structure: The Governing Structure of the DRCLS shall be as follows:

1.16.1 The City, as the operator of the DRCLS, is a Florida municipal corporation. The Governing Body for the DRCLS shall consist of the City of Pembroke Pines City Commission. The city agrees to furnish reasonable notice to FSU of meetings of the Governing Body of the DRCLS.

1.16.2 The Governing Body of the DRCLS shall establish a School Advisory Board, pursuant to the requirements of Section 1002.32(8), Florida Statutes.

1.16.3 The City will operate the DRCLS as a Public Employer. Employees will be employed by the City and therefore are public employees.

3.1 **Community:** The parties agree that the community to be served by this Charter is defined as students in grades K-12, with preference to those students who may reside in the City of Pembroke Pines or as otherwise complies with the controlled open enrollment requirements of §1002.31, Florida Statutes.

3.2 **Equity:** The DRCLS shall comply with the antidiscrimination provisions of state and federal law. Notwithstanding Section 1000.05, Florida Statutes (the Florida Educational Equity Act), the DRCLS shall adhere to the demographic grouping requirements of Section 1002.32, Florida Statutes with respect to student admissions.

3.5 **Enrollment Process:** The admission of students for the DRCLS shall comply with the requirements of Section 1002.32(4), Florida Statutes. The DRCLS shall enroll any eligible student for whom a timely application is submitted within the constraints of demographic representation in compliance with §1002.32(4), Florida Statutes, or as otherwise defined in law, rule, regulation, or policy unless the number of applications exceeds the capacity of the demographic grouping, program, class or grade level.

4.4 **Sparsity Supplement:** City shall retain all Sparsity Supplements received pursuant to Section 1011.62(7), Florida Statutes. Calculated annually, in an amount to be determined by the Legislature through the General Appropriations Act. The parties understand that the amount of the Sparsity Supplement may fluctuate.

4.4.1 As the sponsor of the School and for its research and evaluation responsibilities, FSU shall be paid the annual sum of \$500 per student enrolled at the School.

4.4.2 Every five years, the annual sum will be adjusted for inflation using the U.S. Bureau of Labor Statistics CPI Inflation Calculator.

3. The following provision is added:

3.9 **Withdrawal of Invitation to Attend DRCLS:** The withdrawal of an invitation to attend the DRCLS presented to any student shall occur in accordance with the policies and procedures described in the DRCLS Code of Student Conduct, or failure to pay fees established pursuant to Section 1002.32(5).

4. The following provisions are deleted as unnecessary:

1.1.8 **FSU Quality Improvement Plan**

3.8 **FERPA**

5. Except as otherwise provided in this Amendment, all other terms and conditions of the Charter remain unchanged and in full force and effect.

IN WITNESS THEREOF, the duly authorized representatives of City and University have executed this Second Amendment.

THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, a public body
corporate, acting for and on behalf of THE
FLORIDA STATE UNIVERSITY

Signature: 

Name: Damon Andrew

Title: Dean

Date: 2-5-2020

CITY OF PEMBROKE PINES, FLORIDA, a
municipal corporation created and existing
under the laws of Florida, acting by and
through its City Commission

Signature: _____

Name: _____

Title: _____

Date: _____