

AGREEMENT CHECKLIST FORM

AGREEMENT TOPIC	FLORIDA STATE UNIVERSITY
DATE OF AGREEMENT	02/03/03
DATE OF EXPIRATION	07/01/03 - 06/30/18 (15 years)
COMMISSION MINUTES PERTAINING TO AGREEMENT	10/23/02 ITEM NO. 26
ORIGINAL SIGNATURE	YES
MICROFILMED	
AGREEMENT NUMBER	1526/03
SPECIAL CONDITIONS/ REQUIREMENTS OF AGREEMENT	Charter - Developmental Research School

Charter between the Florida State University and the City of Pembroke Pines

THIS CHARTER AGREEMENT (the "Agreement") dated as of this 3 day of Feb., 2003 entered into by and among 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 (the "City"), and THE FLORIDA STATE UNIVERSITY, for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida ("Sponsor" or "FSU"), collectively, the "Parties," with their participation evidenced by the signature of their authorized representatives.

WITNESSETH:

WHEREAS, FSU has an existing FSU special school district (the "District") pursuant to Section 1011.24, Florida Statutes (2002), and has authority to issue Charters pursuant to Section 1002.33, Florida Statutes; and

WHEREAS, the Parties have agreed that it is in the best interest of the health, safety and welfare of the citizens and residents of the State of Florida, Broward County and the City, particularly the citizens of school age, to enter into this Agreement, which will ensure that a Developmental Research Charter Laboratory School ("School" or "DRCLS") is established and operating within the City pursuant to Section 1002.32, Florida Statutes; and

WHEREAS, Section 1002.33(5)(b) provides FSU with the authority to grant a charter for a developmental research (laboratory) school (DRS) as established pursuant to Section 1002.32, Florida Statutes, the School is intended to be operated as a developmental research charter laboratory school, and FSU has already issued such a charter for a school in Leon County, Florida; and

WHEREAS, the School will provide a mechanism for the conduct of research, demonstration and evaluation regarding management, teaching and learning in public schools, including charter schools, and the School will also serve as a location for the implementation of the FSU Professional Development School model; and

WHEREAS, the primary goal of the School will be to enhance the instruction and research of reading, mathematics, science and foreign languages at the primary and secondary school levels, and a secondary goal of the School will be to demonstrate the ability of a state university to enhance instruction at schools that are not in close proximity to the university's campus; and

WHEREAS, the City has owned and operated charter schools since 1998, currently operates charter schools for grades K-12, and has entered into other education-related agreements with other governmental entities to foster and enhance educational opportunities within the City and Broward County; and

WHEREAS, the parties agree that a working and ongoing relationship in education will further the goals of both the City and FSU to continue to enhance educational opportunities in the City, Broward County and the State of Florida; and

WHEREAS, it is the intent of the parties to establish a mutually beneficial relationship through the issuance of a Charter by FSU to CITY to permit the design, construction, establishment, and operation of a DRCLS within the City; and

WHEREAS, it is the intent of this Charter that the City will operate the School on a self-sustaining basis from revenues received from State, Federal and any other sources directly related to the School; and

WHEREAS, it is the intent of the parties that this Agreement is subject to the provisions of Sections 1002.32 and 1002.33, Florida Statutes, as amended, and shall constitute the Charter issued by FSU to City for a DRCLS to be a part of FSU's existing School District.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

PART I – GENERAL PROVISIONS

- 1.1 **Recitals:** The recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
- 1.2 **Term and Effective Date:** This Charter shall become effective on July 1, 2003 for a term of fifteen years (15) ending June 30, 2018.
- 1.3 **Timetable for Implementation:** Initial operation of the DRCLS shall commence at the beginning of the 2003-04 school year.
- 1.4 **Charter Renewal:** This Charter shall be extended or renewed in increments of additional fifteen years, every five (5) years during the term of this Charter, or as specified by state law, so long as the City has debt outstanding in relation to City facilities being utilized by the DRCLS
- 1.5 **Charter Modification:** This Charter may be modified during its initial term or any renewal term by mutual agreement of the parties provided that such agreement is in writing and executed by both parties.
- 1.6 **Non-renewal:** At the end of the term of the Charter or any renewals, FSU may choose not to renew the Charter for any of the grounds for nonrenewal set forth in accordance with Section 1002.33(8)(a), Florida Statutes.

- 1.7 **Emergency Termination:** The Charter may be terminated immediately by FSU if FSU determines that good cause has been shown or if the health, safety, or welfare of the students is threatened.
- 1.8 **Termination of Charter:** During the term of this Charter, FSU may terminate this Charter for any of the grounds listed in paragraph 1.6 above.
- 1.9 **Notice of Non-renewal or Termination by Sponsor:** If FSU intends to not extend, not renew, or to terminate the Charter, FSU shall notify the governing body of City of its proposed action in writing at least 365 days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the City's governing body may, within 14 days of receiving the notice, request an informal hearing before FSU. If such hearing is requested, FSU shall conduct the informal hearing within 30 days of receiving such written request. If, as a result of the informal hearing, FSU upholds its previous decision to not extend, to not renew or to terminate the Charter, the City's governing body shall have 14 days from its receipt of FSU's decision in which to submit a written request for an appeal of that decision to the State Board of Education pursuant to the procedure established in Section 1002.33(8), Florida Statutes, except in case of emergency termination.
- 1.10 **Notice of Non-renewal by City:** If the City desires not to extend or renew the Charter upon its expiration, then it shall notify FSU in writing at least 365 days prior to the Charter's expiration of its intent to not extend or renew.
- 1.11 **Dissolution of School:** If the Charter expires and is not extended, renewed or is terminated, the DRCLS shall be dissolved under the provisions of law under which the DRCLS was organized, and any unencumbered non-municipal funds from the DRCLS shall revert to FSU; provided that it is expressly understood that any real property, facilities, improvements, and fixtures purchased solely with municipal funds of the City shall be the property of the City of Pembroke Pines should this Charter Agreement not be renewed or be terminated.
- 1.12 **School's Debts:** If the Charter expires and is not extended, renewed or is terminated, the City's remaining debts, if any, shall be paid in accordance with Section 1002.33, Florida Statutes, and other provisions of Florida law. FSU shall not assume the debt arising from any contract for services made between the City's governing body and a third party, except for a debt for which FSU and the City's governing body previously agreed in writing would be paid by FSU.
- 1.13 **Enrollment of Students Following Charter Non-extension, Non-renewal or Termination:** If the Charter expires and is not renewed or is terminated, students who currently attend the School may re-enter a public school in accordance with the student's Individual Education Plan (IEP) and federal and state laws pertaining to exceptional student education.

- 1.14 **Statutory Requirements:** The City and FSU shall comply with the provisions of Sections 1002.32 and 1002.33, Florida Statutes, as amended, relating to charter schools, with Chapter 119, Florida Statutes; relating to public records; and Section 286.011, Florida Statutes, relating to public meetings and applicable federal, state and local laws relating to health, welfare, safety, and civil rights.
- 1.15 **Annual Report:** The City shall make annual progress reports to FSU which, upon verification, shall be forwarded to the Commissioner of Education at the same time other annual school accountability reports are required. The report shall contain at least the following information:
- 1.15.1 The City's progress towards achieving the goals outlined in this Charter.
 - 1.15.2 The information required in the annual school report pursuant to Sections 1002.33 and 1008.345, Florida Statutes.
 - 1.15.3 Financial records of the School, including revenues and expenditures. This provision is independent of the quarterly financial reports required pursuant to section 5.10 herein.
 - 1.15.4 Salary and benefit levels of the School employees.
- 1.16 **City's Governance Structure:** The Governing Structure of the School shall be as follows:
- 1.16.1 The City, as operator of the School, is a Florida municipal corporation. The Governing Body for the School shall consist of the City of Pembroke Pines City Commission and the FSU President or his or her designee. Accordingly, there shall be six (6) voting members on the Governing Body of the School, which include the five members of the City Commission of City and the FSU representative. City agrees to furnish reasonable notice to FSU of meetings of the Governing Body of School.
 - 1.16.2 The School's Governing Body shall establish a School Advisory Board, or School Advisory Boards, pursuant to the requirements of Section 1002.32(8), Florida Statutes.
 - 1.16.3 The City will operate the School as a Public Employer. The Employees will be employees of the City and therefore are public employees.
- 1.17 **Facilities:** The School Facilities shall comply with the following:
- 1.17.1 Applicable Building Codes: The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to Section 1013.37, Florida Statutes (2002), or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, and state minimum fire protection codes pursuant to Section 633.025,

Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located. The City shall provide FSU with a list of the facilities to be used and their location.

- 1.17.2 **Facility Certification:** The City will present proof of the appropriate facility certification (including all certificates that are required by applicable building codes) to FSU before the initial opening day of classes.
- 1.18 **FSU Quality Improvement Plan:** In conjunction with the granting of this Charter, FSU intends to implement the First Phase of a Quality Improvement Plan (the "QIP") consistent with the statutory mission of School. A copy of the initial QIP being implemented by FSU is attached hereto as Appendix B and made a part hereof. City understands that the FSU Quality Improvement Plan sets forth guiding principles in FSU's desire to partner with the City to establish the School and as to how the School is to operate, and as such the City recognizes that the QIP is subject to amendment, review, and restatement by FSU from time to time. For as long as this Charter and any extension thereof remain valid, City agrees to assist FSU, to the extent not inconsistent with this Charter, in implementing FSU's Quality Improvement Plan, as amended or modified by FSU.
- 1.19 **Naming of School:** City agrees that FSU shall be specifically recognized in the naming of the School, and FSU understands that the official name of the school must be approved by the City Commission of City.
- 1.20 **FSU Logo:** The parties further agree that FSU's logo shall be placed on the School building near the name of the School. The logo shall be of a size that is aesthetically compatible with the lettering used for the School name. The size and location of the logo on the building shall be subject to consent and the approval of City, and such approval shall not be unreasonably withheld.
- 1.21 **Expansion of Educational Opportunities:** The City and FSU are committed to expanding the educational opportunities for children living in Broward County and in the City of Pembroke Pines, and agree to make a joint effort to expand the scope and focus of this Charter to include additional education sites, facilities, and opportunities. To the extent permitted by law, expansion of the scope of this Charter may be achieved through an amendment or addendum as necessary to accomplish this purpose.
- 1.22 **Annual Appropriations from Legislature:** The performance and obligations to pay under this Agreement are contingent upon and subject to an annual appropriation by the Legislature.

PART II – ACADEMIC ACCOUNTABILITY

- 2.1 The City shall implement the School's mission and related educational programs as specified in Appendix A.

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

PART III – STUDENTS

- 3.1 **Community:** The parties agree that the community to be served by this Charter is defined as students in grades K-12. The School shall initially serve grades K through 5 including 600 students at the elementary school and 50 students in the ESE program. The School will expand during the term of this Agreement to serve grades K- 12. The expansion of the School shall be pursuant to a schedule to be mutually developed by the Parties.
 - 3.1.1 The expansion of the School may include transfers of the existing student populations of the City's Charter Schools into the FSU DRCLS program.
- 3.2 **Equity:** The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as "The Florida Education Equity Act".
- 3.3 **Exceptional Student Education:** As with other students in other public schools, if it is determined by the City staff at an Individual Education Plan (IEP) meeting that the needs of a student with disabilities cannot be met by the School, that student will be withdrawn from the DRCLS to be re-enrolled at a public school site having appropriate programs and services.
- 3.4 **Nonsectarian Admissions Policies and Programs:** The School admissions policies as well as its programs and operations shall be non-sectarian.
- 3.5 **Enrollment Process:** The admission of students for the School shall comply with the requirements of Section 1002.32(4), Florida Statutes. The existing waiting lists for the City's Charter Schools currently exceeds 9,000 students. The parties agree that the existing waiting lists reflect a broad range of students that should provide a representative sample of the public school enrollment based on gender, race, socioeconomic status and academic ability, so as to enable the School to comply with the requirements of Section 1002.32(4), Florida Statutes, and therefore the non-ESE students for the School shall be selected from the existing waiting lists for the City's Charter Schools. The ESE students shall be selected from the eligible student population in the City and Broward County.

- 3.6 **Health and Immunizations:** Enrollment is subject to compliance with the provisions of Sections 1003.22 and 1008.21, Florida Statutes, concerning school entry health examinations and immunizations.
- 3.7 **Dismissals:** The dismissal of any students shall occur in accordance with the policies and procedures described in the DRCLS Code of Student Conduct to be mutually developed and agreed upon by the parties.
- 3.8 **FERPA:** The School agrees to comply with the Family Educational Rights and Privacy Act of 1974 [20 U.S.C.A., sec. 1232g], also known as the Buckley Amendment, and as amended.

PART IV – FINANCIAL ACCOUNTABILITY

- 4.1 **Operational Funding:** By June 1st of each year, the City shall produce, and submit to FSU, a School Budget for the next fiscal year in accordance with rules of the University governing the budgeting and expenditure of state funds and the City will apply School revenues received pursuant to Section 1002.32, Florida Statutes, in accordance with such Budget, unless otherwise provided by rule of the State Board of Education or directive from the Florida Chief Financial Officer or his designee. FSU will review the annual School Budget and will provide comments to City where such Budget is not in conformity with such rules of the University.
 - 4.1.1 **Operating Revenue:** Except for the University Oversight & Research Fee retained by FSU as provided in paragraph 4.4., and described in paragraph 4.5, FSU agrees that, as and for consideration for the City's efforts in the management and operation of the School, it shall pay to City all funds for the School received by FSU pursuant to and as provided in Sections 1002.32(9) and 1002.33(18), Florida Statutes, including without limitation:
 - 4.1.1.1 All sums received pursuant to the Florida Education Finance Program as provided in Section 1011.62, Florida Statutes; all nonvoted ad valorem millage otherwise required for lab schools; local effort funds; and, all categorical funding for which the School is eligible;
 - 4.1.1.2 Any and all funds received by City as a result of any grants awarded to City pursuant to applications submitted by City for its Charter Schools and which may also be applicable to the School.
 - 4.1.1.3 Any funds accrued by Supplemental-Support Organizations pursuant to Section 1002.32(6), Florida Statutes.
 - 4.1.1.4 All Federal Funds received by FSU for a student that follows the eligible student, including without limitation, Title I funding.
 - 4.1.1.5 The City shall be responsible for collecting and reporting data necessary to project, receive and account for state and other funds. The City shall

develop and administer whatever policies and procedures are necessary to ensure compliance with applicable state financing statutes, rules, regulations and general accounting principles, including but not limited to Sections 1002.33(9) and Chapters 1010 and 1011, Florida Statutes.

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

4.2 Capital Funding: The City shall be entitled to capital revenue, to the extent applicable to School, as follows:

4.2.1 All capital improvement funds for which the School may be eligible pursuant to Section 1002.32(9)(e), Florida Statutes;

4.2.2 All charter school capital outlay funds for which the School is eligible pursuant to Section 1013.62, Florida Statutes. The Parties hereby agree to cooperate and execute any and all documents and take any and all actions necessary to ensure eligibility of the School for the charter school capital outlay funds;

4.2.3 All funds from the Lab School Educational Facility Trust Fund for which School is eligible;

4.2.4 To the extent that FSU receives the charter capital funds and applicable DRCLS capital funds from the DOE, FSU shall disburse or assist in the disbursement of the total capital funds received to the City, in accordance with section 5.6 of this Charter, to be utilized by City to service debt, remodel, renovate or construct facilities as prescribed in applicable statutes;

4.2.5 City shall produce, and submit to FSU with the School Budget as provided in section 4.1 of this Charter, the Capital Projects/Debt Service funding budgets for the next fiscal year. FSU may review the Capital Projects/Debt Service funding budgets and provide comments to City as to (a) assumptions upon which debt repayment projections are based, and (b) whether proper oversight of the administration of the bond requirements is being provided.

4.3 Student Activity Fees. The parties may elect to charge a Student Activity Fee for the School pursuant to Section 1002.32(5), Florida Statutes. Should the parties elect to do so, the use of such fees shall comply with the requirements of Section 1002.32(5), Florida Statutes.

4.4 Sparsity Supplement; University Oversight & Research Fee. City shall retain all Sparsity Supplements, presently \$250,000 annually, received pursuant to Section 1011.62(6), Florida Statutes. The parties understand that the amount of the Sparsity Supplement may fluctuate. As the Sponsor of the School and for its research and

evaluation responsibilities, FSU shall be paid the fixed annual sum of \$250,000, as a University Oversight & Research Fee.

- 4.5 **Grants:** FSU shall be entitled to retain all funds received by FSU as a result of awards of grants through applications prepared and submitted by FSU. Similarly, the City shall be entitled to retain all funds received by City as a result of awards of grants through applications prepared and submitted by City. The Parties agree to cooperate in the preparation and submission of grant applications for the DRCLS and any funds awarded through such grants shall be used to benefit the School.
- 4.6 **No Commingling:** The parties recognize that City operates other charter schools within its jurisdictional boundaries. All funding provided by FSU to City for purposes of operating the School shall be utilized for the School and in accordance with applicable law. City shall not commingle any such funding furnished by FSU for any other charter school. In the event there is a surplus of funding at the end of any particular fiscal year, said funding shall be carried over to the next fiscal year, and shall not be utilized for any other purpose other than the School and as permitted by law.
- 4.7 **Fiscal Responsibility of FSU:** The parties agree that, excluding the funding mechanisms for the School as provided in this Charter and in Section 1002.32(9), Florida Statutes, FSU shall bear no fiscal responsibility for the payment of any debt obligations incurred by City in School operations or in financing School facilities. The City further agrees that, except as otherwise agreed to by FSU, City will be responsible for any cost overruns and budgetary issues that arise due to fluctuations in State funding of this program.

ARTICLE V – ADMINISTRATION AND MANAGEMENT

- 5.1 **Property Development:** It is anticipated that the capital revenue funds shall be provided to City to provide payment for a lease from the City to the School of the school site, facilities and improvements. The City intends to issue debt to construct the proposed new school facility as described generally in Appendix A., In the event the new school is completed and the amount of capital funding received exceeds what is required to maintain the lease, the City may utilize the funds to provide additional facilities for the School, make capital improvements to the existing plant or enter joint postsecondary use or other collaborative agreements for the enhancement or extension of public education.
- 5.2 **Facilities Ownership:** The City of Pembroke Pines owns the School Facilities and Furniture, Fixtures, and Equipment (FFE). No reversionary interest to FSU or any other public entity in the School Facilities and FFE is created by this Agreement. In the event of termination of this Agreement, the School Facilities and FFE shall be the sole and exclusive property of the City
- 5.3 **Maintenance of School Plant and Facilities:** As owner of the school plant, City shall remain responsible for structural repairs and maintenance of the exterior portions of the building and other permanent improvements including roofs. Water and sewer pipes,

heating, ventilation and air conditioning equipment and other large capital expenditures are considered the responsibility of City. Telecommunications equipment, minor interior repairs, furnishings and fixtures are the responsibility of the City. The City shall be financially responsible for cleaning the buildings and grounds, replacing worn out or broken items (other than fixtures) such as light bulbs, as well as for janitorial supplies and consumable supplies. The City may contract with other public entities, or private firms to perform any of the DRCLS maintenance obligations. FSU shall bear no responsibility for maintenance of the School plant and facilities. City agrees to maintain the School Plant and Facilities in a manner which does not negatively reflect on City or FSU.

- 5.4 **Reverter:** In the event the Charter is dissolved or is otherwise terminated, all unencumbered non-municipal funds from the School shall revert to FSU; provided that it is expressly understood that any real property, facilities, improvements, and fixtures purchased solely with municipal funds of the City shall be the property of the City of Pembroke Pines should this Charter Agreement not be renewed or be terminated.
- 5.5 **Fees:** The City may charge student activity and service fees in accordance with Section 1002.32(5), Florida Statutes, rules of the State Board of Education adopted pursuant to Section 1002.32(10), Florida Statutes, and other applicable laws, statutes, and policies established by the City.
- 5.6 **Disbursements:** FSU shall make every effort to create the easiest and most efficient flow of funds with the least possible direct involvement of FSU to assure that the City receives timely disbursement of funding pursuant to the provisions of this Charter within ten (10) days after such funding becomes available or within ten (10) days after funding has been disbursed to FSU, whichever is earlier. FSU agrees to work with the Chief Financial Officer of the State of Florida and the State of Florida Board of Education, as necessary, to achieve an efficient flow of funds to the City pursuant to this section. Should the 10-day period expire without City having received said funding, FSU shall, in the event funding has not previously been distributed to FSU, and on behalf of City, petition the appropriate state agency, department, or division for the immediate disbursement of such funding.
- 5.7 **Services provided by FSU:** FSU may charge the City for additional services for which the parties mutually agree in writing that the City shall be charged prior to rendering of such services. All charges to be paid to FSU by the City shall be paid to FSU by the submitting of monthly invoices to the City
- 5.8 **Services provided by City:** City may charge FSU for costs related to the provision of services for special purposes for which the parties mutually agree in writing that FSU shall be charged prior to the rendering of such services. All charges to be paid to City by FSU shall be paid to City by submitting monthly invoices to FSU.
- 5.9 **Audits:** The City shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations. Federal, state, and local

funds shall be maintained according to existing mandates and practices, i.e., separate funds and bank accounts for federal and state/local funds. At the City's sole expense, the City agrees to submit to an annual audit in compliance with federal and state showing all revenues received from all sources and all direct expenditures for services rendered. An annual audit of the School shall be conducted by an independent public accountant in the State of Florida, and the School's independently audited financial statements shall be included in this report. The State Auditor General, State Chief Financial Officer, and FSU shall be entitled to inspection of the School's financial and public records upon request. The City further agrees to provide FSU a copy of such an audit immediately upon its receipt, as well as any response to the auditor's findings. City agrees to notify and invite the FSU Controller or designee to all audit entrance and exit conferences. FSU reserves the right to perform additional audits as part of the State's and FSU's financial monitoring responsibilities set forth in Section 1002.33(5), Florida Statutes, and as it deems necessary. FSU has the right to review upon request all documentation pertaining to children with disabilities at the School.

- 5.10 **Monitoring and Quarterly Financial Reports:** Pursuant to Section 1002.33(5), Florida Statutes, requiring FSU to monitor the City in its progress towards the goals established in the Charter, and to monitor the revenues and expenditures of the City, the parties agree that such monitoring will occur at City's expense on an annual basis. The School monitoring and accounting oversight expenses provided for in this section shall be considered as part of the School's annual budget.

City shall submit quarterly financial reports to FSU detailing School expenditure of Operational Funding (section 4.1) and Capital Funding (section 4.2) provided by FSU to City for the School. City and FSU shall mutually develop an acceptable form for the quarterly financial report.

- 5.11 **Insurance:** The City agrees to maintain the same insurance levels and coverages for the School as it currently maintains for the City's Charter Schools, as required by the City's Charters with The School Board of Broward County, Florida.
- 5.12 **Food Service:** The City will provide the same food services as provided to its existing Charter Schools, and as outlined in Appendix A, consistent with applicable state and federal laws, including Free and Reduced Meals if applicable, as required by the City's Charters with The School Board of Broward County, Florida.
- 5.13 **Security:** City shall provide School Resource Officers and other security support consistent with those currently provided by City in its Charter Schools.
- 5.14 **Transportation:** Transportation is the responsibility of the City, which shall provide such consistent with state and federal regulations, and in the same means as it currently provides such for its existing charter schools, as outlined in Appendix A
- 5.15 **Other Services:** City may contract with FSU, or other public or private entities for the provision of other services, facilities, or programs.

- 5.16 **Indemnification:** Where authorized by Florida Law, City shall indemnify and hold harmless FSU from and against any claims, suits, actions, liabilities, expenditures, or causes of action arising out of any mismanagement, misuse, improprieties, or illegal or improper use of School funding under City's control and authority by City, its officers, employees, or agents. The covenants and representations relating to this indemnification provision shall survive the term of this Charter and continue in full force and effect as City's responsibility to indemnify FSU in accord with this section. The parties further acknowledge that the sum of Ten (\$10.00) Dollars, receipt of, which is hereby acknowledged by City, is given by FSU in consideration for this indemnification. Nothing herein shall be construed or interpreted as a waiver by City or FSU of the protections, immunities, and limits of liability afforded the parties under Section 768.28, Florida Statutes.

PART VI – HUMAN RESOURCES

- 6.1 **Employment:** The City shall select and employ all School administrators, faculty, staff, and the employees of the School as provided by law and consistent with its hiring and employment practices for the City's Charter Schools, as outlined in Appendix A and as set forth in the rules and regulations of the Charter School Employee Handbook, approved by the City Commission by Ordinance No. 1342 and incorporated herein.
- 6.1.1 The City agrees that its employment practices shall be non-sectarian.
- 6.1.2 The teachers assigned to the School shall be certified as required by Section 1012.56, Florida Statutes, or may be skilled selected non-certified personnel employed to provide instructional services or to assist instructional staff members as teaching assistants in the same manner as defined in Section 1012.55, Florida Statutes.
- 6.1.3 The City may not employ an individual to provide instructional services or to serve as a teaching assistant if the individual's certification or license as an educator is suspended or revoked by this or any other state.
- 6.1.4 The City agrees to disclose to the parents the qualifications of its teachers.
- 6.1.5 The City shall employ or contract with a Director or Principal who shall, in addition to other duties and responsibilities as established by City, be responsible for performing the duties in Section 1002.32(7), Florida Statutes.
- 6.1.6 The Career Service System created by the City of Pembroke Pines pursuant Ordinance No. 1342, dated June 21, 2000, consists of the rules and regulations of the Charter School Employee Handbook. The City shall implement the practices and procedures for hiring, dismissal, salaries, contracts, benefit packages and all other terms and conditions of employment consistent with its hiring and employment practices of the Career Service System for the City's Charter

Schools, as more particularly set forth in the rules and regulations of the Charter School Employee Handbook, as amended from time to time.

- 6.1.7 All administrators, faculty and staff employed by or assigned to the City are required to comply with the fingerprinting requirements of the Florida Statutes.
- 6.1.8 The City shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as the Florida Education Equity Act.
- 6.2 **Contracted Staffing:** The City may contract on a short or long-term basis for managerial, instructional, security, support, or other services with FSU, or with other public entities or private firms, as City deems necessary.
- 6.3 **Collective Bargaining:** The DRCLS employees have the right to bargain collectively as public employees as provided by law and their respective collective bargaining agreements. All employees of the School provided by City shall be employees of the City, and, to the extent permitted by law, shall not be considered part of FSU's collective bargaining unit.
- 6.4 **Training:** The School's teachers may participate in training conducted by FSU, and FSU's faculty and staff may participate in training conducted by the City. New teachers who are assigned to or employed by the City may participate in the FSU's Orientation Program at no charge for those contracted through FSU.
- 6.5 **City Responsibility:** To the extent permitted by law, the City shall be fully responsible for those employees, teachers, instructors, and administrators of the School hired or contracted for by City. FSU shall bear no responsibility, legal or otherwise, for such employees, teachers, instructors, and administrators, but FSU shall be responsible for its own employees or student teachers performing services at or for the School.

PART VII – DISPUTE RESOLUTION

- 7.1 In the event of any disagreement over this Charter, either party may invoke the Dispute Resolution Process set forth as described in this Part VII. 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. It is anticipated that a continuing policy of open communication between FSU and the City will prevent the need for implementing a conflict/dispute resolution procedure. The Dispute Resolution procedure is as follows:

STEP 1: As a first step, informal discussion will be held between representatives of the FSU and the City regarding the particular issue(s) in question. If the matter is not resolved at Step 1, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the aggrieved party to the other party outlining the nature of an identified problem in performance of the obligations of this Agreement not being

met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: Meeting between the City Manager of City and the Dean of the College of Education of FSU, or their designees to discuss the issue(s) and resolution of same, and any proposed modification or amendments to the terms and conditions of the Agreement.

STEP 4: If the matter is not resolved at Step 3, either party may elect to pursue any other available remedies.

PART VIII – MISCELLANEOUS PROVISIONS

- 8.1 **RULEMAKING.** Section 1002.32(10), Florida Statutes, provides for Rulemaking by the State Board of Education to implement the provisions of Section 1002.32. The Parties hereby agree to cooperate and, if possible, participate in such rulemaking to ensure that this Agreement is consistent with any rules that may be promulgated with regards to Section 1002.32 and developmental research schools. Should any rules be promulgated that directly affect the provisions of this Agreement, the parties hereby agree to amend this Agreement to be consistent with such rules. Should any rule be promulgated that affects the ability of the parties to materially comply with the terms of this Agreement, and should any necessary revisions to this Agreement so materially affect the terms of this Agreement so as to fundamentally alter the relationship and obligations described herein, the Parties shall attempt to negotiate revisions to this Agreement to maintain the fundamental agreements set forth herein, and if such are unsuccessful, this Agreement may be terminated by the mutual consent of the parties.
- 8.2 **GOVERNING LAW AND VENUE.** This Charter, and all documents incorporated herein, shall be governed by the laws of the State of Florida. Should any legal action be required, venue shall be in accordance with applicable law.
- 8.3 **NOTICE** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the FSU and the CITY designate the following as the respective places for giving of notice.

City: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026

Copy To: Samuel S. Goren, Esquire
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

FSU:

- 8.4 **BINDING AUTHORITY.** Each person signing this Charter on behalf of either party individually warrants that he or she has full legal power to execute this Charter on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Charter.
- 8.5 **HEADINGS.** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Charter.
- 8.6 **EXHIBITS.** Each Exhibit referred to in this Charter forms an essential part of this Charter. The exhibits if not physically attached should be treated as part of this Charter and are incorporated herein by reference.
- 8.7 **WAIVER.** Failure of the City or FSU to insist upon strict performance of any covenant or condition of this Charter, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.
- 8.8 **LEGAL REPRESENTATION.** It is acknowledged that each party to this Charter had the opportunity to be represented by counsel in the preparation of this Charter and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 8.9 **ATTORNEY'S FEES.** In connection with any litigation, including appellate proceedings, arising out of this Charter, each party shall be responsible for its own attorney's fees and costs, including paralegal expenses.
- 8.10 **JOINT DEFENSE.** In the event that the validity of this Charter is challenged through legal proceedings or otherwise, the Parties agree to cooperate with each other in defense of this Charter, with each Party to bear its own attorney's fees and costs associated with such defense.
- 8.11 **ENTIRE AGREEMENT.** This Charter sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

- 8.12 PROVISIONS SEVERABLE. This Charter is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Parties do business. If any provision of this Charter or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Charter and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 8.13 NO THIRD-PARTY BENEFICIARY. This Charter is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Charter as a third-party beneficiary or otherwise.
- 8.14 REMEDIES. Each party hereto recognizes and agrees that the violation of any term, provision, or condition of this Charter may cause irreparable damage to the other Parties, which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to other remedies available in the event of a breach of this Charter, any other party shall have a right to equitable relief, including, but not limited to, the remedy of specific performance.
- 8.15 COUNTERPART SIGNATURES. This Charter may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- 8.16 ASSIGNMENT. This Charter may not be assigned by either party without the prior written consent of the other party.
- 8.17 AMENDMENT. No modification, amendment, or alteration of the terms or conditions contained in this Charter shall be effective unless contained in a written document executed by the parties to this Charter, with the same formality and equal dignity herewith.

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STATE OF Florida)
)ss:
COUNTY OF Leon)

THE FOREGOING INSTRUMENT was acknowledged before me this day of February 3, 2003, by JK Wetherell, who is personally known to me or has produced _____ as identification.



Barbara L. Allen
MY COMMISSION # CC877886 EXPIRES
November 20, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Barbara L. Allen
NOTARY PUBLIC
Barbara L. Allen
Print or Type Name

My Commission Expires: Nov. 20, 2003

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APPENDICES

Appendix A

DRCLS Missions

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Appendix B

FSU Quality Improvement Plan - First Phase

CITY OF PEMBROKE PINES, FLORIDA

10100 PINES BOULEVARD
PEMBROKE PINES, FLORIDA 33026

Appendix A

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I. ACADEMIC DESIGN

MISSION

Our mission is to provide each child with an opportunity to realize his or her full potential, in a setting that is safe, orderly and small enough that students feel recognized and nurtured. The school will accomplish this goal by offering a balanced and flexible curriculum that provides a firm foundation in the core disciplines with an emphasis on character and an infusion of technology. The school will provide a vehicle for the conduct of research, demonstration and evaluation regarding management, teaching and learning in public schools, including charter schools. The School will also serve as a location for the implementation of the FSU Professional Development School model. That the primary goal of the School will be to enhance the instruction and research of reading, mathematics, science and foreign languages at the primary and secondary school levels; and that a secondary goal of the School will be to demonstrate the ability of a State University to enhance instruction at schools that are not in close proximity to the university's campus.

The School in collaboration with students, parents and the community, endeavors to create a challenging and supportive organization of life-long learners. It is our mission to actively engage in a continuous process of intellectual, emotional and social growth that is unified in direction, yet diverse in approach and instruction.

PHILOSOPHICAL FRAMEWORK

The predominant purpose of education is to provide the opportunity for each child to grow into his or her full capacity. Education is about opening doors, opening minds, opening possibilities. The purpose of our School will be to “nurture every child’s potential”. Building character in our children enables them to reach their full potential: intellectually, physically, and morally. Our teaching will be directed to the whole child; making our school a caring community, conducive to teaching and learning.

STAKEHOLDER RIGHTS:

- All students and school staff have a right to schools that are safe, orderly and drug free.
- All students and school staff have a right to be treated with courtesy and respect.
- All students and school staff have right to learn and work in schools and classrooms that have high academic standards
- All students and school staff have a right to learn and work in well-equipped classrooms.
- All students have a right to learn and work in schools where teachers know their subject matter and how to teach it,
- All students and school staff have a right to be supported by parents, the community, public officials and business in their efforts to uphold high standards of conduct and achievement.
(Shanker, 1995)

LEARNING ENVIRONMENT

To prepare children to meet the needs of the 21st century. The following learning environment characteristics will be developed and nurtured:

- There will be a warm, caring climate built on trust and communication.
- The school will be a safe place, drug and violence free.
- Students and staff will be treated with courtesy and respect.
- The school will foster a sense of community in each classroom.
- The students' creativity and curiosity will be encouraged.
- Students will have time to summarize and reflect.
- Students will be involved in thinking skills that examine, relate and evaluate all aspects of a situation or problem.
- Students and staff will work in an environment that promotes high academic standards.
- Teachers and staff will have a genuine concern for students.
- Students will be encouraged to teach their peers.

School hours will be 8:40 am to 3:15 pm. A before and after school care program will be offered beginning at 6:45 am ending at 6:00 pm. Lunch will be one half hour in length.

Students needing extra assistance in the academic subjects will participate in an after-school tutorial as a part of the after school care program. Each teacher will serve as an advisor to his or her students.

The School will initially include grades K-5 and would have a maximum population of 600 students, as well as an ESE program for an additional 50 students. These students would range from ages 5/6 (K) to 10/11 (5th grade). The teacher to student ratio will be 1:25. The parties intend to eventually serve grades K-12.

PHILOSOPHY

The philosophy of the School is two-fold, with both ideas woven into the philosophy that small schools are the key to success, especially in kindergarten through fifth grade, the formative years of a student's educational experience.

We want to provide each child with an opportunity to realize his or her full potential in a setting that is safe, orderly and small enough so that students feel recognized and cared for. We understand that in order to do that, our teachers must feel the same support and be given the same chance to maximize their own potential.

The School will accomplish this goal by offering a balanced and flexible curriculum that provides a firm foundation in the core disciplines and insure that students achieve the Florida Sunshine State Standards. Direct emphasis will be placed on language arts, math and science and students will be challenged and focused in a positive and nurturing way. Our efforts in these areas will be enhanced by enriched curriculum offerings in the areas of art, music and physical education.

The key component of our School will be technology. A network including at least six state-of-the-art interactive computers will be available in each of the classrooms and support areas. In addition, between each two classrooms a media/research center will be built and include two additional computers attached to the network, printers will be available in each area. Each classroom will also have the necessary technology designed to accommodate the latest in educational telecommunications products.

By incorporating these technologies, the student's world expands beyond the boundaries of the school and the neighborhood, and the focus is shifted from the passive acquisition of knowledge through textbooks to the active construction of knowledge based on real life global issues.

This will enhance critical thinking skills and allow teachers to help structure learning to the style and pace best suited to each individual student. Again, the small school approach plays a role, since the 1 to 25 teacher to student ratio guarantees each child will get the attention he or she requires.

The educational approach of the School would be:

- Project based learning
- Portfolio assessment
- Performance-based standards
- Collaborative efforts
- Blending new and traditional approaches
- Using technology to tie it all together

Our School would integrate a generous amount of character education into all subject areas, because we understand that good behavior, a solid character and an honest willingness to work are cornerstones in any successful education. We are also aware that these values and traits must be taught early if they are to take hold and stay with any student.

In our School, character education would not be an "add-on", but a basic part of the curriculum. To that end, our character education materials would be straightforward and simple and not force teachers to decode complex instructional manuals or prepare tedious lesson plans. This approach ensures that character education will be taught consistently and effectively.

We believe that for students to succeed, teachers must be allowed to succeed as well. Our School will value the input and creativity of each teacher in the areas of curriculum and student achievement. Teachers will be given the freedom and encouraged to explore new educational concepts and to spend one-on-one time with students throughout the day. Again, the small school setting will make that possible. In other words, our teachers will be teachers. We believe this approach will have a tremendous impact on both the academic and social ability of our students, as well as the morale and satisfaction of instructional staff

TARGETED STUDENT POPULATION

Our proposed School application is designed to serve a total of 600 students in one state of the art facility, together with 50 ESE students at the Central Campus. The 600 student facility will be constructed at the Pembroke Shores site located south of Pines Boulevard on 172nd Avenue.

Subject to the provisions of Section 1002.32(4), Florida Statutes, our school will be open to all eligible students that reside in Broward County, and the school will not discriminate on the basis of race, religion, nationality, ethnic origin, disability, or handicap in the admission of students.

The school will be non-sectarian in its programs, admissions policies, employment practices and operations. No fees or tuition will be charged except those fees, including student activity fees, normally charged by other Developmental Research Schools, the City's charter schools and public schools.

The school will meet all applicable state and local health, safety, and civil rights requirements. It will not violate the anti-discrimination applicable provision found in Florida Statutes.

EDUCATIONAL PROGRAM

The school's instructional program will reflect rigorous academic objectives consistent with State of Florida standards. Additionally, a strong technological theme will run through all curriculum related activities with a concentration on a core curriculum of language arts, reading, science and mathematics. These will be complemented by a character education component. The academic and technological initiatives will be further enhanced by an enriched curriculum in art, music and physical education.

The school will utilize state-of-the-art material for each subject. These materials will be reviewed on a three-year cycle.

Academic performance will be measured through informal and formal assessments. Baseline tests will be administered to identify the educational strengths and needs of incoming students. Students will demonstrate competence in core academic areas through traditional assessments, such as publisher's tests, and alternative assessments, such as portfolios that demonstrate authentic learning. Tests that require higher level thinking and/or problem-solving skills will be included.

Each student will have an Individual Education Profile (IEP) on which his/her progress will be based. This will serve as the baseline of the student's entry into our learning environment and as their road map to success.

A Character Education curriculum will be integrated into all subject areas. The following core values will be included:

Citizenship - Understanding the role the individual plays in society.

Cooperation - Working together toward goals in an interdependent world.

Fairness - Treating others impartially, maintaining an objective attitude toward those whose actions and ideas are different.

Honesty - Being sincere. Not cheating or lying.

Integrity - Standing up for your own beliefs. Resisting social pressure.

Kindness - Being helpful, compassionate and gentle toward all living things.

Pursuit of Excellence - Striving to do your best and not giving up.

Respect - Showing regard for others, being courteous and polite.

Responsibility - Thinking before you act and being responsible for those actions.

Positive Thinking - Teaching the value of a positive outlook and teaching positive language as reinforcement technique.

Library/ Medial Technology will be close at hand, adjacent to every classroom. A minimum of six (6) computers will be available in every classroom.

While our school will offer a balanced flexible curriculum, a special emphasis will be placed on reading, language arts, mathematics and science. Based on that premise we submit as part of our application an in-depth analysis of these core academic areas and their importance in the overall construct of our School.

READING & LANGUAGE ARTS

Before deciding the type of classroom and reading program one will have, the decision of **HOW** reading develops and **HOW** one reads must be made. Understanding how a person reads will help you decide what to teach and emphasize during the reading instruction period. (Leu and Kinzer, 1991) The comprehension framework is represented as Interactive and Holistic Language.

Interactive Language:	Approximately equal attention is devoted to all knowledge sources: decoding, vocabulary, syntactic, discourse, and metacognitive knowledge.
Holistic Language:	Reading is learned as an entity. Student-directed, inductive learning is common. Individualized reading, language and experience stories, cooperative learning groups, and inductive instruction are common method frameworks. (Leu and Kinzer, 1991)

Each classroom represents the "wholeness" of language, whether in the subject areas of reading, mathematics, art, music, or physical education. Language is used within all these areas; reading/language arts cannot be separated from the other academic subjects. A student uses reading/language arts techniques and cues throughout the day. This is what is meant by "wholeness", not separating isolated skills at will. The goal is to develop richly literate environments in which students become effective users of language. Language skills are inseparable from the actual speaking, writing, and reading experiences.

All students at all levels need rich experiences with good literature; and need a wide range of literature-based activities that focus on vocabulary, comprehension, writing, study skills, and strategies. Students also need opportunities to practice essential reading and writing skills..

The multimedia features in available software programs create an excellent environment in which to motivate students, developing a love of reading while building essential reading skills. Lively animation, colorful graphics, and sound come together to help students discover the joy of the printed word and enhance comprehension and understanding. Built-in tools help them along the way.

Instructional flexibility is maximized, as lesson plans, reading lists, and reports can all be customized. In addition, instruction is automatically individualized through the ability to accelerate or move at a slower pace, depending on a particular student's performance. On-line student portfolios enable teachers to assess students' writing skills. The new dimension of interactivity found in multimedia is a wonderful supplement to books.

An ideal program moves beyond a basal series, and is centered on themes appropriate to a given group of students. Literature should include traditional, classical, modern and multicultural selections. It also includes non-fiction as well as poetry, drama, stories, and novels. Inasmuch as the literature is flexible, so should be the instructional grouping. Group sizes will vary with the objectives, purposes, and the materials of the lessons. Cooperative learning strategies play a role in these groupings. The teacher serves as the director and coach of student learning. One role of the teacher is to implement strategies that help students effectively enter into and move out of the assigned pieces of literature. Both silent and oral readings have an important place in the curriculum. Daily teacher read alouds are appropriate for all students.

Students develop language and literacy through listening, speaking, reading and writing experiences. It is essential that technology (multimedia software and hardware) have the ability to record and play back students' voices. Students can listen to stories and replay them at their own pace, complete picture or word exercises to check comprehension, or write and respond to literature.

Skills taught in isolation are often meaningless. Reading and writing skills (spelling, decoding, mechanics, usage, and grammar) must be taught within meaningful content. They must also be applied and reinforced in their own work. This is the reason that the writing process is emphasized. Writing is a process that includes pre-writing, drafting, sharing, revising, editing and publishing. While the total process is not required for every composition assignment, it is important to have students learn the process and have the opportunity to develop some pieces over a period of time. In writing, the first priority is fluency. After fluency, the next concern is correctness. Finally, publishing is a necessary skill for all students, but not for all pieces of writing. During the publishing stage, word processing on a computer, as well as the use of graphics, is desirable and an integral part of the reading/language arts component.

Assessment and instruction will be continually intertwined. Students must become proficient in applying reading/language arts skills and strategies. Evaluation takes place in the following forms: teacher observation, self-evaluation, formal testing, and student's work. Continuous feedback is necessary to guide instruction. Students will also be taught to monitor and direct themselves within their own learning. They will become aware of how they learn and what they do while learning. Self-correction is essential when acquiring new strategies. After all reading is not passive. It is a process that involves the text itself (including all the writer brings to it) the reader (and all the prior knowledge) and the context of the reading situation.

The engaging classroom contains a variety of print. The bulletin boards are covered with students work. The classroom library is filled with various literatures at all instructional levels. The reading area allows students a private place to read their favorite books. The centers provide meaningful fun activities that correlate with the themes of instruction as well as provide reinforcement of previous lessons. A teaching table is situated in a central place to allow for mini-lessons and individual instruction as needed. All of this provides an environment, which reflects a balance of instructional, creative, and meaningful experiences for students. Within this environment, students feel free to read, write, speak, listen and view the world around them safely and effectively. Team teaching content subject areas, such as reading and math, allow teachers to address students under specific instructional levels.

MATHEMATICS, SCIENCE AND TECHNOLOGY

According to the National Council of Teachers of Mathematics (NCTM), mathematics education should enable students to:

- 1 Value mathematics
2. Become confident in their ability to do mathematics
- 3 Become mathematics problem solvers
4. Communicate mathematically and
5. Learn to reason mathematically.

To implement the NCTM standards, schools need access to technology. In the words of the NCTM "we must ensure that all students have an opportunity to become mathematically literate... and become informed citizens capable of understanding issues in a technological society". A computer is so flexible, so supportive of different scenarios. It gives students the opportunity to interpret graphs and manipulate data. Technology is perfectly capable of creating visual images by setting up a visual field. Students can have an animated interactive image that can be manipulated in real time. Technology is a tool to use for good teaching and learning ideas.

- Mathematically literate citizens are needed in our technology-driven world.
- Mathematics directly relates to students' lives and concerns.
- Mathematics materials must build upon student experiences.
- Students are guided in the development of abstract concepts through technology, modeling, and manipulatives.
- Computers, calculators and manipulatives are integral tools of instruction, extending student-centered lessons with hands-on activities.
- Performance based assessment is essential to the effective evaluation of the understanding of mathematical concepts.

Exciting and meaningful math instruction is key to capturing student enthusiasm. New multimedia environments feature problem-based learning, powerful tools for inventive math solutions, guided instruction for individualized experience, and interdisciplinary activities for collaborative learning. It brings to the classroom a truly engaging math experience and greater success for students. Through a cohesive program of instruction and technology, the mathematics curriculum brings every learner a powerful and meaningful math experience every day.

Science education is an activity through which problems and questions dealing with the natural world can be identified and defined and solutions proposed and tested. Science education must be an important priority for all students. When students are shown how science applies to the real world, interest awakens.

The multimedia science classroom enables the teacher to develop students who will be enthusiastic about science, through the utilization of exciting, interactive explorations, full motion video, thousands of breathtaking visuals, a vast database, and on-line services. It allows students to explore connections among the four science disciplines: biology, chemistry, earth/space, and physics. Students solve problems, test hypotheses, and publish their findings. As a result, students gain a far better understanding of science, the scientific process and the world around them.

The integration of technology in the science curriculum provides student with an exciting classroom learning experience. Through the use of full motion video, stunning graphics, audio, a rich database of scientific knowledge and on-line services, students are motivated to explore and take virtual field trips into the wonders of the natural world, as they learn with an integrated science curriculum that makes connections across the disciplines

Science will consist of a comprehensive curriculum consisting of thematic project-based lesson plans and hands-on activities. The multimedia science classroom will contain a wealth of information and simulation for the instruction of science. Teachers and students will have the ability to create multimedia presentations by linking audio, text, graphic and video events to each other or to an unlimited variety of new media imported from other sources.

Comprehensive teacher support materials and on-site training assist educators in making the transition to a new type of classroom teaching. The ongoing curriculum will meet the following objectives:

- To develop process skills in order to think scientifically, supporting scientific inquiry.
- To understand the interactions of science, technology, and society and to recognize how advancements in science and technology have changed the lives of people in local, national, and global communities.
- To develop necessary skills to manipulate scientific equipment and materials in order to make observations and gather data.
- To realize that science and technology are relevant to the world of work.
- To think critically, creatively and rationally in order to solve problems and promote lifelong learning.
- To develop appropriate attitudes, values, and ethics to use as a basis for science-related decisions.

- To possess a sense of custodianship (collective responsibility for the environment over a period of time) as the need for conservation increases.
- To develop knowledge and understanding of scientific principles and concepts.
- To develop the problem-solving skills needed to respond to a changing society and environment.
- To develop a positive attitude toward science that will encourage continued interest and learning.

TECHNOLOGY

The future demands that individuals be technologically literate, critical thinkers. The need to be adept problem solvers, able to access and organize information, and be capable of cooperative decision making, will empower students to do the following:

- Be able to progress at their own pace, with the advantage of immediate feedback;
- Become active participants in the learning process, using electronic encyclopedias, atlases, simulations, and literature to discover how to find answers to their own questions, thus becoming life-long learners;
- Simulate experiments and travel to various places, being exposed to the behaviors of different cultures as well as acquiring a better understanding of their own;
- Use multimedia authoring programs to create presentations including pictures, sound, animation, and movie clips while, at the same time, mastering concepts, problem solving, researching, writing, editing, and presenting skills;
- Develop skills that will be used in the workplace of tomorrow, such as learning to learn, problem solving, and resourcefulness in accessing information; and
- Use multimedia such as CD-ROMS and laserdiscs to access information rapidly and discuss concepts and ideas as they are presented rather than listening passively to a film, filmstrip, video or lecture.

While students are using these programs, teachers will be able to instruct other students individually or in small groups allowing for more personal interaction. Applying technology to improve effectiveness, productivity, and efficiency will result in better service to the students and to the community.

EXCEPTIONAL STUDENT EDUCATION

"The vision of inclusion is that all children would be served in their neighborhood schools, in the "regular classroom" with children their own age. The idea is that these schools would be restructured so that they are supportive, nurturing communities that really meet the needs of all the children within them: rich in resources and support for both students and teachers". (O'Neil, 1995)

An inclusion model of exceptional education students will be organized at our school. The model will be refined with the assistance of FSU. We believe that it is very important for children to have the opportunity to learn and grow within communities that represent the kind of world in which they will live when they finish school. All children are included in the learning process and we must meet their needs within an inclusive setting. Integration will work, especially when the varying exceptionality teacher works side by side with the regular teacher. We want to create a world in which all children are welcome.

All students coming from a public school will have their cumulative folders evaluated to determine whether they are eligible to receive Exceptional Student Education. Such services will be provided by contracting with an appropriate agency if necessary, or by employing certified personnel to provide the services that may already have been specified in their Individualized Educational Plan ('EP).

Non ESE students that may require evaluation will be identified by their teacher or other school professionals and will be recommended for evaluation pursuant to PI 94-I42 guidelines. Evaluation and placement services will be contracted out with a qualified agency such as the School Board of Broward County. As with previously identified ESE students, these students will receive the services specified in their IEP's by a qualified agency or a certified school employee.

A resource model will also be included for students who need an environment that can address their different styles of learning. Trying to force everybody into the inclusion mold promises to be just as coercive as trying to force everybody into the mold of special class or institution. There are wide differences in children's needs. The school is prepared to provide options to students and parents.

The ESE teacher will work side by side with the regular teacher. The collaboration among teachers will facilitate the recognition of each child's potential, thus connecting it with "deeper and wider ways of knowing". A strong curriculum, supported by technology and character education, is designed to accommodate the special needs children in the inclusion or the resource model. They provide an environment of encouragement for all students.

LIMITED ENGLISH PROFICIENT STUDENTS

At our school, English for Speakers of Other Languages (ESOL), Spanish for Spanish Speakers (Spanish S), Spanish as a Second Language (Spanish SL) and Curriculum Content in the Home Language (CCHL) will be offered to all students as appropriate.

All teachers hired will be either trained or participate in appropriate workshops. The bilingual programs will be supported by nurturing every child's potential.

Character education will be promoted by the bilingual programs. The following will be addressed.

- offer opportunities and activities to share language and culture
- raise expectations for language minority youth
- identify more LEP students for gifted and talented programs
- develop cognitive/academic language proficiency
- view students as active learners
- develop communicative competence
- accept students' home language and extend it to the school environment and
- use holistic approaches.

Today's classroom presents teachers with the challenge of educating students of diverse language backgrounds. To meet this challenge, the school will provide a variety of multimedia experiences for bilingual students as well as for students whose first language is not English. These learning experiences cover a range of interdisciplinary topics designed to help Limited English Proficient (LEP) students function in school and daily life. Audio and video help students develop listening and reading comprehension as they build speaking and writing skills. In order to "discover" English, colorful animation, graphics, and audio help to develop language proficiency.

ESOL-certified personnel will be utilized to address the educational needs of students who have limited proficiency in English. The mission of the ESOL curriculum will focus on developing a successful bilingual, bicultural and bi-literate student equipped to meet the challenges of the 21st century.

STUDENT ASSESSMENT

Performance is too often defined in very narrow terms of test scores, SAT scores, etc, but essentially performance in education occurs along three dimensions. One, of course, is knowledge. The second, is being able to enter the adult world as a participating citizen and perform within the economy. The third, has to do with the growth of the individual and participation in the cultural life of society.

As stated earlier, each student will have an Individual Education Profile (IEP) on which his/her progress will be based. This will serve as the baseline of students' entry into our learning environment and as their road map to success. Our emphasis is not just on how well the teachers teach, but more importantly how well the students learn.

The most typical forms of assessment are tests that measure the student's ability to understand and remember the content of what is taught. This form of assessment emphasizes traditional multiple choice testing, measuring lower level skills and rote memory. Over half of the content that is memorized for the test is forgotten within two weeks.

Whenever possible, the school will use alternative forms of assessment with the following common elements:

- Students will perform, create, produce, or do something.
- Tasks will require higher-level thinking and/or problem solving skills.
- Tasks will provide measures of metacognitive processes and attitudes as well as the more usual intellectual products.
- Tasks will represent real-world applications.
- Tasks will include a component of group participation.
- Tasks will include the use of the SCANS competencies.

The staff at the school will develop the specific tools to be used for assessment in each course. Some of the criteria that will be used to develop the tools and methods of assessment are as follows:

- The tool should have positive consequences instead of unintended effects such as narrowing the curriculum or adverse effects on disadvantaged students.
- The tool should consider fairly the cultural background of the students and make certain all students have had an equal opportunity to learn problem-solving skills.
- The tool should reflect and draw on critical, enduring aspects of the content.
- The tool should have assessment tasks that represent the full curriculum.

- The tool should engage students in meaningful problems, resulting in worthwhile educational experiences and greater motivation for performance.

Statewide Assessment Tests

Assessment of core academic areas will be conducted in accordance with district, state, and federal guidelines.

Statewide and national assessment tests will be used to assess student's strengths and needs, as well as to determine how well students have met educational goals and standards. All second through fifth grade students will be administered the Stanford Achievement Test consistent with Broward County's current practice.

II. GOVERNANCE AND MANAGEMENT

PROFILE OF APPLICATION GROUP AND MANAGEMENT TEAM

The City Commission of Pembroke Pines and the President of FSU or his or her designee will serve as the School's governing board.

The City Commissioners are as follows:

Alex G. Fekete, Mayor
Frank C. Ortis, Vice-Mayor
Ben Fiorendino, Commissioner
William B. Armstrong, Commissioner
Susan B. Katz, Commissioner

The current President of FSU is T.K. Wetherell

ALEX C. FEKETE, MAYOR

CITY OF PEMBROKE PINES, FLORIDA

10100 Pines Boulevard

Pembroke Pines, Florida 33026

PH: 954-435-6505

Mayor Fekete was born on December 16, 1946 in Kiskunhalash, Hungary, which is southwest of Budapest. In 1956 during the Hungarian Revolution, he escaped with his family to Canada. There he attended Alderwood Collegiate which he left for an apprenticeship in the motion picture film industry

He married his wife, Joyce, and had two children. In 1979, they moved to Pembroke Pines. He is now a cinematographer, script writer and producer and owner of Cinema Productions.

Alex Fekete served as a City Commissioner from August 1990 to March 1995 when he was elected Mayor. He served as Vice Mayor from March 1992 to March 1993. He served four years on the Planning and Zoning Board, past President of the Miramar/Pembroke Chamber of Commerce, past President of the Pembroke Pines Rotary Club. He has also served on the Flamingo Bank Board of Directors, the South Broward Hospital District Board of Directors, South Florida Boy Scout's of America, Executive Board, Scouting Coordinator of Pasadena Lakes Optimists, and was the Founding Chairman of Leadership Miramar/Pembroke Chamber of Commerce.

He presently is a member of the Broward County Water Advisory Board, the Broward County Metropolitan Planning Organization, the United States Conference of Mayors, and also serves on the National League of Cities Finance, Administration, Intergovernmental Relations Committee. He has also served on U.S. Senator Bob Grahams' Military Academy Appointment Committee, the Broward County FSU Facilities Task Force, the Broward County School Blue Ribbon Committee, the Miramar/Pembroke Chamber of Commerce.

He is Past President of the Broward County League of Cities and is a member of the Executive Board of the Florida League of Cities.

He is an Honorary Member of the Knights of Pythias, Diamond Pembroke Pines Lodge #220, Young Israel of Pembroke Pines and the Pembroke Pines Optimist.

He is also working with U.N.E.S.C.O. (United Nations Education, Science and Cultural Organization) as well as Sister City relations Astrakhan, Russia and other national organizations.

FRANK C. ORTIS, VICE MAYOR

PERSONAL- Married 29 years, Wife Eileen, one child Christopher F. Ortis U.S. Navy Airman

Reside in Pembroke Pines since 1977

Education - Utica Free Academy eight years graduated 1962
Pittsburgh Institute Of Aeronautics graduated 1966
Teacher at Utica Free Academy
Received various courses at Mohawk Valley Community College, Utica, NY

Employment- Eastern Airlines 1967-1989
Consultant 1993 to present

Civic- Precinct Committeeman 17X
Member of the Pembroke Pines Democratic Club
Management Committee of the Democratic Executive Committee
Lecture Commentator St. Maximillian Kolbe Church
Pembroke Pines Ecnomic Development Board
American Red Cross State Executive Board, Executive Board Broward Chapter
Chairman of the Broward Community College Board of Trustees
1984 Member of the Broward County Government Efficiency Study Committee
1994 Member of the Broward County Charter Review Board
1994 Member of Broward County S.H.I.P.Board
President of The Florida State Council of Machinists and Aerospace Worker 1990-present
President of Broward County AFL-CIO 1991-present
Vice President of Florida AFL-CIO Executive Board 1990-1997
Appointed by Governor Chiles to Broward Community College Board of Trustees 1994-present

Elected Region V Director State Board of Community College 1997
Elected Treasurer of Trustees Community College state.
Executive Board of the Broward County Red Cross
Executive Board Member Special Olympics of Broward
Member of Kaiwains Pembroke Pines
Elected to the Pembroke Pines City Commission 1996
President F.C.O. Incorporated

BENJAMIN FIORENDINO, COMMISSIONER

Born and raised in Nutley, New Jersey 76 years ago. Lived In Staten Island, New York before retiring to Pembroke Pines 18 years ago.

Served in the United States Navy during World War II as a radioman 2nd class in the Pacific during the Iwo Jima and Okinawa campaign.

Worked as a Sales Manager for the Metropolitan Life Insurance Company for 35 years, supervising 32 agents, 4 Assistant Managers and 10 Clerks.

Completed 4 years of study towards a Certified Life Underwriters degree in insurance.

Since retiring, became a volunteer Medicare consultant serving the people of Hollybrook, helping them solve insurance and Medicare claims problems.

Was elected Financial Secretary of Hollybrook and served on their Board of Directors for 8 years.

Served as Vice President of the Italian Culture Club for 8 years.

Worked as a fundraiser for the Charles Flanagan Cancer Drive at Pembroke Lakes Golf Club. Also, worked as a fundraiser for Memorial Hospital West at the Hollybrook Golf Club golf tournament.

Currently serving as a Commissioner of Pembroke Pines.

WILLIAM B. ARMSTRONG, COMMISSIONER

CIVIC EMPLOYMENT -

June 21, 1971	Began as the Civil Defense Coordinator for the City of Pembroke Pines.
April 20, 1974	Elected to the Charter Review Board.
April 19, 1975	Elected Vice Mayor.
March 9, 1976	Elected Mayor.
July 17, 1978	Appointed to Commission.
March 13, 1979	Elected Mayor.
March 11, 1980	Elected Mayor.
March 23, 1984	Elected as Commissioner.
March 11, 1986	Elected as Commissioner.
March 8, 1988	Elected as Commissioner.
March 21, 1990	Appointed Vice Mayor.
February 20, 1991	Served as Alternate Voting Delegate for the Broward County League of Cities.
August 21, 1991	Served as Alternate Voting Delegate for the Annual Congress of Cities.
March 10, 1992	Elected as Commissioner.
March 16, 1994	Appointed as Vice Mayor.
August 3, 1994	Served as Alternate Voting Delegate for the 68th Annual Florida League of Cities Convention.
March 18, 1996	Elected Commissioner.

SUSAN B. KATZ, COMMISSIONER

Susan Katz was elected to the Pembroke Pines City Commission in March 1998 and re-elected, unopposed, in 2002. Sue was born in Brooklyn, New York, but she has lived in South Florida for most of her life. She attended the University of Florida, earned her B.A. in Business Administration from Florida International University and is a licensed realtor. After twenty-one years as a resident of Hollywood, Sue moved to Pembroke Pines in 1960.

Commissioner Katz is an advocate for women and children. She served as a member and treasurer of the Broward County Commission on the Status of Women. She presently serves on the Advisory Board of Kids Voting and is a founding member of the Get Flanagan a Stadium Committee.

Sue's top priorities as a Commissioner are economic development, mass transportation, education and the well being of all residents of Pembroke Pines. She served as a member of the Broward Alliance Advisory Board, the Second Penny Local Option Task Force for Mass Transit and is actively involved in our schools. Commissioner Katz presently chairs the Broward County Coordinating Board for Transportation Disadvantaged Services, serves as a member of the Broward County Water Advisory Board as well as the Broward League of Cities Legislative and Transportation Committees.

Before her election to the City Commission, Commissioner Katz was a member of the Pembroke Pines Board of Adjustment, the Consumer Affairs Advisory Board and Governor Chiles appointee to the S.E. Florida 2025 Steering Committee.

She is a member of the City of Hope, Hadassah, Na'Amat and Temple Dor Dorim. Commissioner Katz is also active in the Democratic Party and serves as a Board Member Emeritus of the Pembroke Pines-Miramar Democratic Club.

Commissioner Katz has one daughter, Lauri; son-in-law David; and two grandchildren, Jacqueline and Martin.

PROPOSED METHOD OF RESOLVING CONFLICTS

Conflicts will be resolved pursuant to Part VII of the Charter Agreement between the City and FSU.

IMPLEMENTATION TIMETABLE

Our School is requesting a fifteen (15) year term, plus extensions, to operate the proposed school. The term would begin July 1, 2003 and finish June 30, 2018 and then would be extended for additional years.

It is respectfully requested that the contract (charter) be approved by FSU prior to January 31, 2003 in order for the proposed school to have enough time to:

- Construct facilities
- Initiate procurement activities
- Write grants and seek start-up funding.
- Hire personnel and complete the planning process in order to open the proposed school for the beginning of the 2003-04 academic year.

Students will attend the school the same number of days (at least 180 days) and have the same holidays and schedule as other elementary school students in Broward County.

TIMETABLE FOR SCHOOL

DATE

December 2002

January 2003

February 2003

February 2003

April 2003

June 2003

July 2003

August 1, 2003

July 2003

ACTION

FSU conceptual approval -Begin construction

Begin construction

Principal hired, planning process begin

Procurement process begins
Teacher and student recruitment begins

Curriculum finalized and school operations plan
completed and submitted for FSU review

Final documentation submission.

Teacher hiring and training finalized

Construction finalized

FF&E process begins

EVIDENCE OF SUPPORT

An extensive range of community support has been sought through a public involvement process that has already begun and has included parents, students, and members of the media.

Through the efforts of the City of Pembroke Pines, involvement with local business leaders has been secured. Partnerships with retirement communities designed to establish intergenerational programs have also been initiated.

This type of involvement has increased as more local leaders have gained awareness of our Schools.

NATURE OF PARENTAL INVOLVEMENT

Parents are an integral part of the school. Our school believes that the work and values of school should be extended into the home. Every effort will be made to make parents partners in their children's education. An active parent organization will be developed and monthly meetings held.

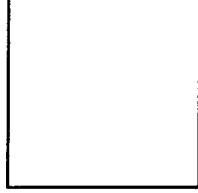
The school counselor will facilitate parental involvement and assist parents in locating and utilizing resources in the community. Parents and staff must work together to nurture every child's potential.

Every effort will be made to:

- encourage parents to serve as school volunteers
- promote and strengthen parental responsibility and involvement
- encourage parents to serve on Advisory Councils
- offer workshops for parents and encourage parents to learn about character education and technology along with their children.

A series of meetings have already been conducted to seek input from a variety of stakeholders, which include parents, teachers and interested community leaders. Additionally, a series of ad-hoc advisory councils will be established as necessary to develop recommendations for school improvement. These recommendations will be forwarded to the nine member school committee for consideration and implementation. Parents will also be requested to participate in their child's education by agreeing to volunteer for school related activities. Finally, a strong partnership with the PTA will also be established.

III. FACILITIES & FINANCE

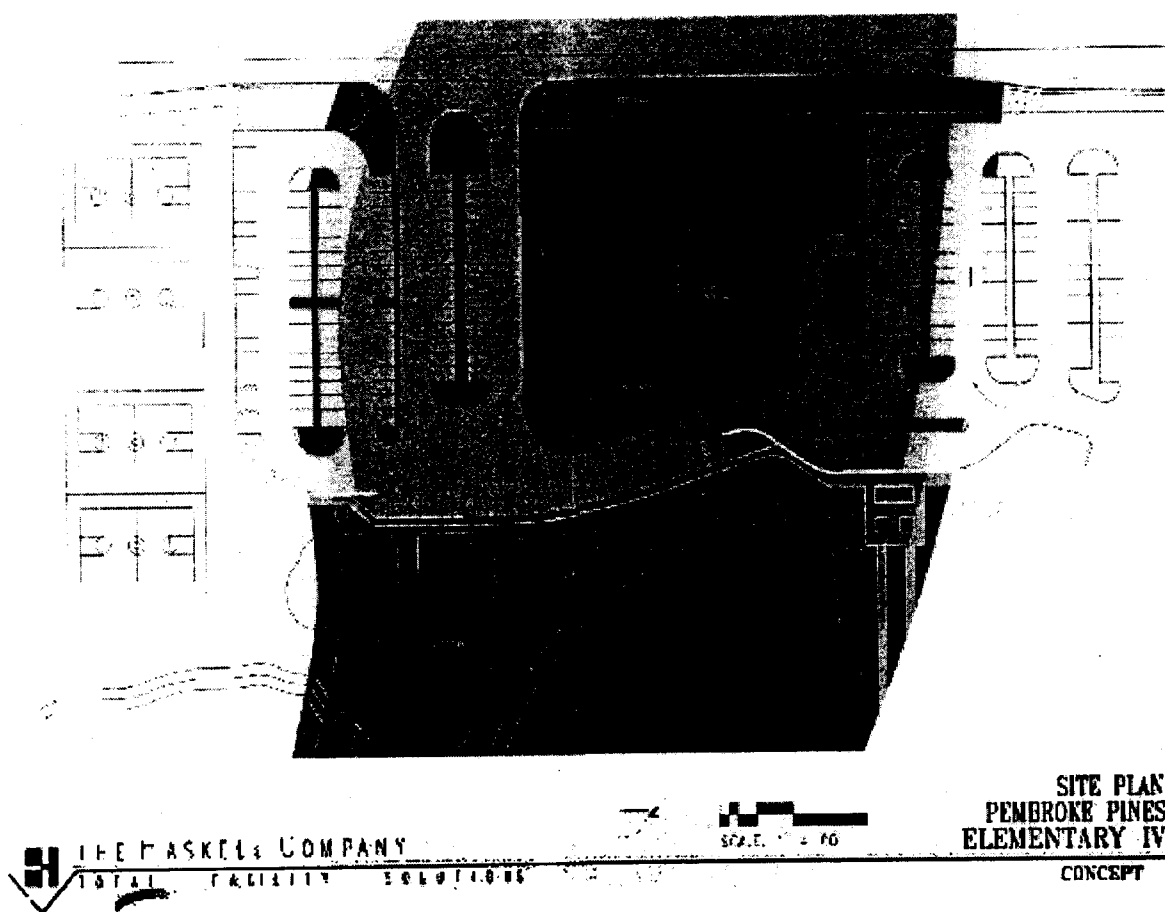


FACILITIES

Our Elementary school will house students in a newly constructed structure that comply with applicable state building codes pursuant to Chapter 553, Florida Statute and state fire protection codes; pursuant to Section 663.025 Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located.

Floor plans for the center and sample elevations are included.

Financing for the facility will be secured through a competitive process to ensure the most cost efficient use of revenue.



FINANCES

The School will conduct an annual audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Controller General of the United States.

The School will abide by the Department of Education accepted state codification of accounts pursuant to the Financial and Program Cost Accounting and Reporting for Florida Schools in all transactions pertaining to its operations.

The School will make available quarterly financials, which will include a statement of revenues and expenditures prepared in accordance with generally accepted accounting principles.

Additionally, annually audited financial reports as of June 30 of each year, which will include a complete set of financial statements and notes prepared in accordance with generally accepted accounting principles, will be forwarded to FSU for their review. Such statements will be formatted by revenue source and expenditures and detailed by function and object, no later than December 31 of each year.

COMPLIANCE WITH FLORIDA STATUTES, PUBLIC RECORDS & PUBLIC MEETINGS

The School will comply with Provisions of Chapter 119, Florida Statutes relating to public records and Section 286.011 Florida Statutes, relating to public meetings.

PROPOSED BUDGET

Our School budget includes a detail of all revenue sources and expenditure by object code for the first year of operation. The School will operate on a self-sustaining basis. Start up expenses such as furniture, fixtures, and equipment are funded through the construction bond that will be issued. Other start-up expenses such as books, instructional materials, and classroom supplies are part of the proposed budget. The budget is attached.

SCHOOL GOVERNANCE

In addition to the School Advisory Committee to be established pursuant to the requirements of Section 1002.32(8), Florida Statutes, the day-to-day operation of the school will be overseen by a seven-member School Committee, comprised of the following:

- 5 Parents of students enrolled in school selected by other parents
- 2 Community representatives selected by the City Commission

The role of the Committee will be to serve as an advisory body and will conduct regularly scheduled public meetings (monthly) regarding all aspects related to the operations of the School. Committee members will not have day-to-day responsibility for the operation of the school, but will serve as the chief liaison to the Governing Body of School.

It is important to note that members of the Committee will not receive compensation for their services. The community representatives identified to serve in this capacity will be selected after conducting an extensive public notification process where individuals are requested to indicate their interest in participating and are selected by the City Commission of the City of Pembroke Pines.

The City Commission of the City of Pembroke Pines will serve as the responsible fiscal agent for the financing and operation of the School. This legislative body will not have day-to-day operational jurisdiction over the School.

The School will have a Principal who will serve as the chief operations officer of the school and will report directly to the seven-member School Committee previously identified. Additional professional staff included in the budget and other management support services will also support the Principal.

FUND RAISING ACTIVITIES

The School will actively seek funds through outside sources such as the Annenberg Challenge, The Knight Foundation and other similar organizations. The school will also establish collaborative efforts with local businesses and developers to provide a more comprehensive array of services to our students at no additional cost to the taxpayers. The City Schools have started an annual School Carnival, which will fund future needs of the system.

RISK MANAGEMENT

Our school has already secured firm quotes from the fifth largest insurance broker in the United States in order to comply with applicable state statutes and which are the same as coverage/policy limits for the City's other charter schools. These include:

- Errors and Omissions insurance
- Officers and Directors of Liability Insurance
- Fidelity Bonds
- Commercial General Liability Insurance
- Automobile Liability insurance
- Employees Liability Insurance
- Property

Where applicable FSU will be named as an additional insured. The school will carry the necessary workers compensation insurance and unemployment compensation insurance.

The insurance companies that provide coverage will have rating of "A" or better and financial size category of "VII" or better, according to A.M. Best Company.

RECRUITING AND MARKETING PLAN

The City with all of its resources and personnel and school personnel will embark on a vigorous public information campaign that will include the scheduling of presentations for the following entities and groups:

- Churches
- Synagogues
- Clubs
- Chambers of Commerce
- PTA's
- City Commission

In an effort to achieve a diverse student population aggressive efforts will be made to network with the Cities of Miramar and Hollywood to ensure access to students residing in these areas.

Finally, information will be broadcast on a daily basis through the City of Pembroke Pines cable access channel.

IV. OPERATIONS

ADMISSIONS PROCEDURES

Admissions will be pursuant to the Charter Agreement and statutes governing developmental research schools. Applications will be date/time stamped as they are received, and a list will be maintained by grade level. Preference will be given to a sibling of a student already enrolled and to a son or daughter of an employee of the school.

Applications will be accepted each year beginning February 1 for a period of 60 days. Parents will be notified of acceptance by certified mail. As seats become available, the next student on the list will be notified. As enrollment is determined, the appropriate region superintendent of the Broward County School District will be informed of those students leaving the various district schools.

In order to ensure greater parental commitment as part of the admission process parents will be required to sign a legal and binding instrument that indicates acceptance of our student conduct code and commits them to a series of volunteer activities. Parents will be required to contribute 30 volunteer hours at their child's school each year. Students may withdraw from the school at any time and enroll in another public school as determined by Broward School Board policy.

DISMISSAL PROCEDURES

The Code of Student Conduct currently in force by the School Board of Broward County will serve as the primary model for the School. Prior to opening of the School, a comprehensive review of the Code will be conducted and refinements may be recommended. If any changes are made, all affected parties (FSU, parents, students) will be properly notified prior to the opening of school.

DIVERSITY OBJECTIVES

Our school will aggressively seek to achieve a racial/ethnic balance that approximates the demographic profile of the State.

Through an extensive public information campaign that provides widespread notification throughout all segments of the community, a reasonable balance should be achieved.

It is important to note that as stated in another section of this application, the school will recruit qualified minority teachers and other non-instructional staff.

HUMAN RESOURCES

It is the intent of our school to obtain the services of the finest teachers available. To accomplish this, we will disseminate materials in order to ensure that properly credentialed individuals apply. Each applicant will be screened by a team of professionals trained to identify individuals suited to the philosophy of this institution. Extensive background reviews will be done to verify past experiences and insure the safety of our children. This will include fingerprinting of all employees and others serving in an official capacity.

The teachers employed by the School will be certified as required by Section 1012.56, Florida Statutes. The school may employ or contract with skilled selected non-certified personnel to provide institutional services or to assist instructional staff members as teacher aides in the same manner as defined in Section 1012.55, Florida Statutes.

The School will not employ an individual to provide instructional services if the individual's certificate or licenser as an educator is suspended or revoked by this or any other state, as per Section 1012.55, Florida Statute.

The School reserves the right to mandate whatever testing of employees is deemed necessary to protect the students.

The School will not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, The Florida Education Equity Act.

The School expressly reserves the right to discharge employees after exhausting an internal due process hearing. The school will include in the employment contract a thorough, consistent, and even-handed termination provision that includes an appropriate due process procedure.

HUMAN RESOURCE POLICIES

Employees at the proposed school will follow the existing Pembroke Pines Schools and Early Learning Centers Career Rules and Regulations.

Teacher salaries will range from \$30,906 to \$64,710 per year taking into consideration their experience, degree, and past employment history. The City in accordance with the supply and demand for administrative positions will approve administrative salaries. Guidelines for the anticipated salaries are set forth in the financial projections for the school. Staff will be hired on a year-to-year basis with the contract extensions recommended on an annual basis. All employees will be hired initially on a 180-day provisional contract.

All full time employees have the option to participate in a 401(a) pension plan. The school will contribute 5% of the employee's base salary. Employer contributions would be made monthly and the plan will vest after six (6) years of participation in the plan. If an employee leaves or is terminated prior to one year of participation in the plan then the amount of the employer's contribution will be refunded. The employee's contributions and any earnings or losses would accrue in full to the employee.

All instructional personnel will follow the School Board of Broward County school calendar. During the school year they will have the same holidays that Broward County teachers have since the school will follow the same basic schedule as the Broward County elementary schools.

Full time, all year round, non-instructional employees will earn 2 weeks vacations annually. Vacation days can be accrued, not to exceed 10 days. Full time, non all year round and Part time employees will not qualify for vacation days.

Eligible employees will be given three (3) sick leave days and will accrue one (1) day per month up to ten (10) days per year. Sick leave may carry over into the following school year. Once an employee reaches thirty (30) days, they will bank those days for future use and then will cash in any sick days over thirty (30) days at the end of the school year at their current rate of pay. Part time employees will not receive paid sick days. Each full time employee will receive life insurance at no cost in the amount of one time his or her salary. All full time employees have the option to receive personal health insurance coverage or payment in lieu of benefits in the amount of \$2,400 annually. Additional family coverage is available at a cost to the employee.

SCHOOL DRESS CODE

A higher standard of dress often encourages greater respect for the individual student and others and results in a higher standard of behavior. These dress code guidelines indicate the appropriate school dress for normal school days. The School reserves the right to interpret these guidelines and/or make changes during the course of the year. Students are expected to follow these guidelines. A school uniform shall be worn by every student in attendance. The charter applicants will determine the color. A special fund will be set up to accommodate those parents who have financial limitations with acquiring these uniforms.

Hair:

Hair must be neat and clean with no "unnatural" colors. No hats, bandannas or headbands may be worn.

Shoes:

Students must wear shoes at all times. Sandals must have heel straps. No heavy military type boots or shoes with metal tips may be worn.

Blouses/shirts/sweaters:

All blouses and shirts must be tucked in. Girls may wear blouses with modest necklines or collared knit shirts. No see-through blouses are allowed.

Slacks/shorts:

All uniform slacks/shorts must be worn with a belt and be in good repair.

In general: Boys may not wear earrings or body piercing. Girls may not wear body piercing other than earrings. At no time are students to wear anything offensive, immodest, or deemed inappropriate by the faculty.

TRANSPORTATION

The Schools have established an in-house transportation division. Students residing within two (2) miles of the school will not receive school furnished transportation. Students living outside the two (2) mile limit but within service areas consistent with Broward County Schools established practices would be eligible for transportation. This division not only provides transportation services to our students, it also provides additional revenue to the system via various outside contracts.

All buses will meet appropriate safety regulations and some will be specially equipped for handicapped services, insuring that there is not a barrier to equal access for all students.

FOOD SERVICE

The Schools will provide food service to all students utilizing an independent contractor. Through this agreement, the contracted company will be responsible for all of the food service operations and will prepare and serve wholesome, nutritious and appetizing meals. They will comply with all applicable provisions of the National School Lunch Act as amended, the School Breakfast Program and the Department of Agriculture regulations set forth in 7 CFR 210, 7 CFR 220, 7 CFR 245, 7 CFR 250 and any requirements imposed by any applicable state agency.

Every student attending the School will receive an application for free/reduced meals. Completed applications will be reviewed for approval based upon the food and nutrition guidelines set forth by the State. A verification process using the State's guidelines will be conducted every year. Completed application will be kept on file at the school for the amount of years required per State guidelines. The School will comply with State guidelines when reporting free and reduced meals for reimbursement.

In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability.

Free/Reduced meal procedure:

The food service system provides each student with a pin number and maintains an updated roster that identifies each student's eligibility for free or reduced price and pre pay balances. An updated roster is also kept by administration to ensure that the food service system lists all eligible students.

Pin # is issued to all students	- Pre paid meals to general population
	- Free Lunch/Breakfast
	- Reduced Lunch/Breakfast

Note: General population that pays for a meal in cash does not need a pin number. Students have the option to either pre-pay or pay at the register at the time of sale.

The system generates end of day reports that detail meal counts by category.

APPENDIX B

The Florida State University Pembroke Pines Charter Lab School Quality Improvement Plan

School Mission

The statutory mission of the FSU Pembroke Pines School ("School" or "PDS") is to provide a vehicle for the conduct of research, demonstration and evaluation regarding management, teaching and learning in Florida public schools. The School will also serve as a location for the implementation of the FSU Professional Development School model, which is a learning-centered community that supports integrated learning and development of faculty, undergraduates, K-12 students, teachers and other partners through inquiry-based clinical practice, similar to a "teaching hospital."

A primary goal of the School will be to enhance the instruction and research of and to provide students with an opportunity to maximize their learning and comprehension of reading, mathematics, science and foreign languages at the primary and secondary school levels; and a secondary goal of the School will be to disseminate the outcome of the research and demonstration programs conducted to public schools statewide.

Quality Improvement Plan – First Phase

The term of the first phase of the School's Quality Improvement Plan (QIP) will be three years, commencing in 2003. The aim of the QIP's first phase will be to create partnerships and research teams that will:

- determine a school-level baseline for Florida public school curriculum and pedagogy;
- conduct research and pilot projects in areas of instruction, curriculum content and family involvement;
- provide new strategies and methods of in-service professional development;
- create a model evaluation and reporting system for PDS student performance; and
- establish a dissemination network for research outcomes and findings.

The following specific objectives will be pursued during the QIP's first phase:

QIP Objective 1: Establishment of a curricula team of PDS partners including College of Arts & Sciences faculty, College of Education faculty, and PDS teachers that would provide a baseline report on existing school-level conditions by the end of the first phase, including:

- Overview of K-12 arts and sciences content, including range of alternatives generally available;
- Pedagogical practices; and

-Curriculum being utilized in the PDS school.

The goal of this objective would be to publish a working paper that would be available for local and state policy makers to promote recommended curricula reform.

QIP Objective 2: Establishment of a research partnership among PDS stakeholders, including the curricula team, to research alternative learning strategies, including ways in which curriculum is delivered. This objective would involve actual research, with the goal of two to three working papers being published and disseminated to the PDS Network (as described below under *QIP Objective 8*) by the end of the first phase.

QIP Objective 3: Production and distribution of annual reports on PDS student performance, including outcome data that informs PDS partners on the effectiveness of the PDS learning process. The goal of this objective is to develop a comprehensive performance report structure that is widely disseminated to involved stakeholders.

QIP Objective 4: Hosting of semi-annual meetings among PDS partners, parents, policy makers and other interested community members on the progress of the PDS. The goal of this objective is to promote dialogue and dissemination of the PDS findings and outputs.

QIP Objective 5: Development of a voluntary participation program that engages family members as full stakeholders in the delivery of education services. The goal of this objective is to exceed a 90% participation level with respect to PDS families being involved.

QIP Objective 6: Development of an alternative teacher certification process that would be available for Florida K-12 public schools, including charter schools. The goal would be to pilot test the alternative certification process with three to five candidates and to publish a report on the same by the end of the first phase.

QIP Objective 7: Development of a continuous student assessment model for elementary school students that can better measure student learning outcomes. The goal would be to pilot test the model on 25-30 students by the end of the first phase.

QIP Objective 8: Development of a professional network that might include FEA, FSBA, ECS, FSA, and Florida Educational Research Association for the purposes of disseminating policy and research efforts of the PDS. The goal would be to influence policies and practices related to K-12 public education in Florida.

QIP Objective 9: Development and research of curricula strategies to reduce achievement gaps among students in the PDS. The goal would be to publish one paper that addresses the connections between the parity outcomes achieved and the curricula, instructional approaches, and assessment strategies used in the PDS.

QIP Objectives 10: Development and implementation of a school-based model for national certification. The goal of this objective would be to increase by 10% the number of nationally certified teachers at the PDS (as a % of total teachers) by the end of the first phase.

QIP Objective 11: Promotion of research and production of scholarly papers on topics selected by PDS partners on issues related to elementary education, autism, reading, mathematical achievements and other educational arenas. The goal of this objective would be for the PDS partners to publish not less than one scholarly paper per year.

QIP Objective 12: Placement of interns and student teachers into the PDS. The goal would be to place at least three interns per school per year.

QIP Objective 13: Use of the PDS to study models of stakeholder involvement in school management as a demonstration model for effective integration of families and communities into school-based governance and management systems.

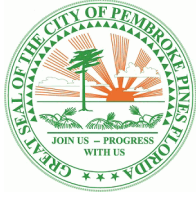
QIP Objective 14: Development and implementation of a process for College of Arts & Science and College of Education faculty exchanges with PDS professional staff. The goal would be to provide at least two exchanges per PDS per year.

Quality Improvement Plan – Second Phase

At the conclusion of the first phase of the School's QIP, the success of the implementation of the QIP will be reviewed, and it will be determined that either:

- (a) the implementation of the QIP has been successful, and that the implementation of the QIP as written should be continued for a specified period of time; or
- (b) modifications to the QIP are needed to ensure the success of the School within a specified timeframe; or
- (c) a new five-year QIP is needed, as less than one-half of the objectives set forth in the QIP have been implemented. FSU, with the assistance of the City of Pembroke Pines ("City"), will develop a new five-year QIP, and within the new QIP specify reasons for the inability to achieve the objectives of the QIP.

At the conclusion of this second phase of the QIP, and any subsequent phases thereafter, the success and implementation of that phase of the QIP will be reviewed as set forth above. The outcome or any results of the first phase or any subsequent phase of the QIP will not to be cited as reasons for termination of the Charter, except to the extent that City may be directly responsible for the failure of the QIP, as City does not have control over the implementation of the FSU QIP components.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 8.

File ID: 18-0169

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/28/2018

Short Title: First Amendment to FSU Sponsor Pines Charter
Elementary

Final Action: 03/07/2018

Title: MOTION TO APPROVE THE FIRST AMENDMENT TO THE FLORIDA
STATE UNIVERSITY CITY OF PEMBROKE PINES CHARTER
ELEMENTARY SCHOOL CHARTER AGREEMENT.

Internal Notes:

Attachments: 1. FSU Charter Agreement (Original Executed), 2. First Amendment to FSU Charter Agreement
(Executed by FSU)

1 City Commission 03/07/2018 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Ortis, Castillo, Schwartz, Siple, and Commissioner Monroig
Nay: - 0

MOTION TO APPROVE THE FIRST AMENDMENT TO THE FLORIDA STATE UNIVERSITY
CITY OF PEMBROKE PINES CHARTER ELEMENTARY SCHOOL CHARTER AGREEMENT.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 23rd, 2002, Commission approved to enter into a 15 year charter agreement with Florida State University (FSU) to establish a Developmental Research Charter Laboratory School pursuant to Sections 1002.32 and 1002.33, Florida Statutes.
2. The charter agreement is scheduled to expire on June 30th, 2018.
3. The Charter allows for modification of the charter upon written agreement executed by both parties.
4. The City of Pembroke Pines and FSU have determined that it is in their best interest to extend the term of the Charter for one (1) year from the date of the end of its initial term.
5. Request Commission approve the first amendment to the Florida State University City of Pembroke Pines Charter Elementary School charter agreement extending the agreement expiration date by one (1) year to June 30th, 2019.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

**FIRST AMENDMENT EXTENDING EXISTING TERM OF CHARTER BETWEEN
FLORIDA STATE UNIVERSITY AND CITY OF PEMBROKE PINES**

This First Amendment extending the Charter Between Florida State University and City of Pembroke Pines Florida, entered into this 27th day of February, 2018, 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 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, created to ensure that a Developmental Research Charter Laboratory School ("DRCLS") is established and maintained pursuant to Sections 1002.32 and 1002.33, Florida Statutes; the term of which is scheduled to end June 30, 2018; and

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

WHEREAS, the Parties have determined that it is in their best interests to extend the term of the Charter for one (1) year from the date of the end of its initial term.

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 initial term of the Charter shall be extended for one (1) year, effective July 1, 2018 through June 30, 2019.
2. 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 Amendment.

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

Signature: _____

Name: Marcy Driscoll _____

Title: Dean _____

Date: 2-27-2018

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: _____

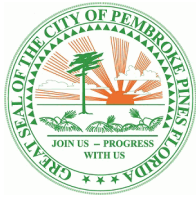
Date: _____

Charles A. Dodge

CHARLES A. DODGE

CITY MANAGER

3/8/18



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 11.

File ID: 19-0066

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 12/27/2018

Short Title: Second Amendment to FSU Sponsor Pines Charter
Elementary

Final Action: 02/06/2019

Title: MOTION TO APPROVE THE SECOND AMENDMENT TO THE FLORIDA
STATE UNIVERSITY CITY OF PEMBROKE PINES CHARTER
ELEMENTARY SCHOOL CHARTER AGREEMENT.

Internal Notes:

Attachments: 1. FSU Charter agreement - original executed, 2. First Amendment to FSU Charter Agreement -
executed, 3. Second Amendment to FSU Charter Agreement

1	City Commission	02/06/2019	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 6 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Vice Mayor Siple, Commissioner Good Jr., and Vice Mayor Good Jr.				
Nay: - 0				

MOTION TO APPROVE THE SECOND AMENDMENT TO THE FLORIDA STATE
UNIVERSITY CITY OF PEMBROKE PINES CHARTER ELEMENTARY SCHOOL CHARTER
AGREEMENT.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 23, 2002, City Commission approved to enter into a 15 year charter agreement with Florida State University (FSU) to establish a Developmental Research Charter Laboratory School pursuant to Sections 1002.32 and 1002.33, Florida Statutes.
2. The aforementioned charter agreement was set to expire on June 30, 2018. On March 7, 2018, City Commission approved the first amendment to the aforementioned charter agreement extending the agreement expiration date by one (1) year to June 30, 2019.
3. The Charter allows for modification of the charter upon written agreement executed by both parties.
4. The City of Pembroke Pines and FSU have determined that it is in their best interest to extend the term of the Charter for one (1) year from the date of the end of the term of the First

Amendment. Also, the last sentence of Section 4.4 of the Charter shall be amended to state, "As the Sponsor of the School and for its research and evaluation responsibilities, FSU shall be paid the fixed annual sum of \$340,000 as a University Branding and Research Fee." This second amendment raises the current FSU Administrative fee from \$250,000 to \$340,000, financially impacting the upcoming 2019-2020 FSU Elementary Charter School Budget with a \$90,000 expenditure increase.

5. Request City Commission approve the second amendment to the Florida State University City of Pembroke Pines Charter Elementary School charter agreement extending the First Amendment expiration date by one (1) year to June 30, 2020 and increasing the FSU Administrative Fee from \$250,000 to a "University Branding and Research Fee" \$340,000.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** FSU University Branding and Research Fee of \$340,000, to be in effect with the 2019-2020 FSU Elementary Charter School Budget adoption.
- b) Amount budgeted for this item in Account No:** \$340,000 will be budgeted in the FSU University Branding and Research Fee expenditure account 173-569-5061-49176-7900-794 within the 2019-2020 FSU Elementary Charter School Adopted Budget.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** Not Applicable.
- e) Detail of additional staff requirements:** Not Applicable.

**SECOND AMENDMENT EXTENDING AND AMENDING EXISTING TERMS OF CHARTER
BETWEEN FLORIDA STATE UNIVERSITY AND CITY OF PEMBROKE PINES**

CP

This Second Amendment extending the Charter Between Florida State University and City of Pembroke Pines Florida, entered into this 6 day of FEBRUARY, 2018, 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", "FSU", or "University") and 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, created to ensure that a Developmental Research Charter Laboratory School ("DRCLS") is established and maintained pursuant to Sections 1002.32 and 1002.33, Florida Statutes; the term of which ended June 30, 2018 and was extended to June 30, 2019;

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

WHEREAS, the Parties have determined that it is in their best interests to extend the term of the Charter for one (1) year from the date of the end of the term of the First Amendment;

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 extended for one (1) year, effective July 1, 2019 through June 30, 2020.
2. The last sentence of Section 4.4 of the Charter shall be amended to state, "As the Sponsor of the School and for its research and evaluation responsibilities, FSU shall be paid the fixed annual sum of \$340,000.00 as a University Branding and Research Fee."
3. 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 Amendment.

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

Signature: Damon Andrew

Name: Damon Andrew

Title: Dean and Professor

Date: 12/7/18

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

Signature: Charles P. Dodge

Name: CHARLES P. DODGE

Title: CITY MANAGER

Date: 2/11/2019

APPROVED AS TO LEGAL FORM

Julie Klahr
OFFICE OF THE CITY ATTORNEY

DATED: 2/11/19