

CHARTER RENEWAL CONTRACT

Indian River Charter High School
and the
Indian River County School District

July 1, 2000

Charter School Contract for Indian River Charter High School

This revised contract made and entered into as of July 1, 2000, between the School District of Indian River County (SDIRC, also known as the Sponsor, and the Indian River Charter High School, Inc. (IRCHS), a nonprofit organization organized under the laws of the state of Florida, also known as the school, is negotiated for the purpose of establishing a Charter School for students in grades 9 – 12.

CORE PHILOSOPHY

“Schools do more than simply prepare people to make a living. They prepare people to live full lives—to participate in their communities, to raise families, and to enjoy the leisure that is the fruit of their labor. A solid education is its own reward.” (from the SCANS - Secretary’s Commission on Achieving Necessary Skills- report, 1990). The mission of the Indian River County Charter High School is to give its students the opportunity to develop a new set of competencies and foundational skills that will help them to enjoy a productive, full, and satisfying life. This school will be a high-performance organization.

The target population of the Indian River Charter High School is, primarily, mature secondary students grades 9 -12 who want or need a non-traditional structure and learning environment to successfully complete their high school academic and vocational preparation and earn a high school diploma. The purpose of the charter school is to meet, through a combination of tested, innovative and integrated curricula approaches, their academic needs; to prepare them for success in post-secondary education; to prepare them for a successful career; and to require the positive development of their personal character. The foundation for the school is the SCANS Research with a special emphasis on development of personal qualities through the integration of the CHARACTER COUNTS initiative.

Current research shows that the schools meeting the needs for students who desire a non-traditional structure have high standards, career preparation, and a safe, nurturing environment; therefore, each student will have an individualized, integrated program of learning that will address these findings and will be based on the student’s learning style, interests, and level of ability. Besides making certain each student develops the foundational skills of reading, writing, mathematics, listening, speaking, and thinking, the curriculum will emphasize helping students learn to learn and to become self-motivated, active, students and citizens, problem-solvers and workers who relate well to others and who possess a high degree of integrity. The standards are high and consistent. All students meet the standards. For students who qualify via CPT placement scores, opportunities for academic advancement is provided through “dual enrollment” classes at Indian River Community College.

INDIAN RIVER CHARTER HIGH SCHOOL will

1. be non-sectarian and non-discriminatory in program, admissions, policies, and employment practices and operations.
2. give a yearly accountability to the Indian River County School District
3. not charge tuition and fees
4. meet all health, safety, and civil requirements
5. be subject to an annual financial audit

It is the intent of both parties of this contract, that said contract along with the School's revised application, also known as Appendix 1 and approved by the SDIRC originally on May 26, 1998, submitted with this contract, shall constitute the School's Charter. If any provisions of this contract are inconsistent with the application located in Appendix 1, the provisions of this contract shall prevail.

PART 1: General Provisions

A. Term

- (1) This Charter will be renewed July 1, 2000, or upon signing by both parties, whichever date is later, and shall cover ten years commencing on July 1, 2000 and ending on June 30, 2010
- (2) The Charter may be renewed by mutual written agreement of both parties.
- (3) The Charter may be modified by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties.
- (4) During the term of the Contract, the Sponsor may terminate the Contract for any of the grounds listed in number five (5) (I) through (iv) under the following conditions:
At least ninety (90) days prior to renewing or terminating the Charter, the Sponsor shall notify the governing body of the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within fourteen (14) days after receiving the Sponsor's decision to terminate or refusal to renew the Charter, appeal the decision to the State Board of Education no later than thirty days after the Sponsor's decision.
- (5) At the end of the term of the Charter, the Sponsor may choose not to renew the Charter for any of the following grounds:
 - i. The failure to meet the requirements for student performance stated in this Charter
 - ii. Failure to meet generally accepted standards for fiscal management.
 - iii. Violations of law
 - iv. Other good causes

- (6) The School shall notify the sponsor in writing at least ninety (90) days prior to the expiration of the Charter as to the School's intent to renew or not to renew. The School agrees to submit all school records without delay upon the expiration of the Charter.
- (7) If a Charter is not renewed, the governing body of the School shall be responsible for all the debts of the School. The Sponsor may not assume the debt from any contract for services made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing body of the School and that may not reasonably be assumed to have been satisfied by the Sponsor.
- (8) This charter may be terminated immediately if the Sponsor determines that good cause has been shown (i.e. insufficient enrollment) or if the health, safety or welfare of the students is threatened. The Sponsor shall assume the operation of the School under those circumstances and will make all reasonable effort to transition students back to their home schools. The School agrees to submit to the Sponsor all reasonable records relating to the School without delay. The Sponsor must provide the basis for termination, and such findings shall be made known concurrently with the termination. In addition, this Charter may be terminated immediately and not subject to the provisions listed above under the following conditions:
 - i. Mismanagement of public funds
 - ii. Failure to retain facilities
 - iii. Failure to maintain statutory certification of teachers
 - iv. Insufficient enrollment to meet financial obligations

B.Disputes

Except as otherwise provided in the Charter, all disagreements relating to or arising out of this Charter which the parties are unable to resolve informally shall be resolved as mutually agreed in Appendix I.

C.Statutory Requirements.

The School shall comply with the provision of Chapter 119.F.S., relating to Public Records and S. 286.011, F.S., relating to public meetings and applicable federal, state, and local health, welfare, safety, and civil rights requirements.

D.Annual Report

The School shall make an annual progress report to the Sponsor, the State Board of Education, The Commissioner of Education, The President of the State Senate and the Speaker of the House of Representatives. The report, to be submitted by the date specified in S.228.056 F.S. shall contain the following information:

1. The School's progress towards achieving the goals outlined in the Charter
2. The information required in the annual school report pursuant to Florida Statutes s.229.592., F.S.
3. Financial records of the School including revenues and expenditures.
4. Salary and benefit levels of the School's employees

PART II Academic Accountability

- (1) The School agrees to implement its educational plan and related programs as specified in Appendix 1. The School further agrees that its program and operations shall be nonsectarian.
- (2) The School agrees to implement the current baseline standard of achievement, the outcome to be achieved, and the methods of measurements that have been mutually agreed upon and identified in Appendix 1.
- (3) The parties agree that the methods used to identify the educational strengths and needs of students and the educational goals and performance standards are set forth in Appendix 1. Student accountability criteria shall be based upon the School's assessment system as set forth in Appendix 1. In addition, all students attending the School shall participate in the statewide assessment program. In accordance with state law and the Sponsor's rule, students at the School will participate in all assessment programs in which the district students in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide for applicable School staff all services/support activities which are routinely provided to the Sponsor's staff regarding implementation of district and state-required assessment activities (i.e. staff-training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting).
- (4) The Sponsor shall ensure that the School is innovative and consistent with the state education goals established by Florida Statutes S.299.591., F.S.

- (5) The School shall comply with methods for determining that a student has satisfied the requirements for graduation pursuant to S 229.246, F.S. as found in Appendix 1.
- (6) It is the intent of the school to acquire the state ranking of an A or a B school by the year 2002. If they do not achieve this status, the contract will revert to a three year contract.

PART III Students

A. Definition of Community

- (1) The parties agree that the community to be served by this Charter is defined as the "Treasure Coast." This area will coincide with the area served by Indian River Community College and counties abutting Indian River County. There will be no residence zone.
- (2) The School further agrees that it shall attempt to achieve a racial ethnic balance reflective of the community it serves as defined above and in Appendix 1; that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of S. 228.2001, F.S., The Florida Equity Act. The school shall guarantee that its admissions policies shall be nonsectarian.

B. Enrollment Process

- (1) The School agrees to enroll an eligible student by accepting a timely application which includes the signing of both the school contract and the drug testing contract, and the required letters of application and recommendation unless the number of applications exceeds the capacity of the program, class, grade level, or building as agreed to in Appendix 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings enrolled in the school.
- (2) Enrollment is subject to compliance with the provisions of S. 232.0315 and 232.032, F.S., concerning school entry health examinations and immunizations.
- (3) If the charter is terminated or not renewed, a student who attended the School may apply to, and shall be enrolled in another public school.

B. Dismissals

- (1) The School agrees to dismiss students as described in Appendix I.

D. Right to counsel with sponsor

With the permission of the Superintendent, the governing body and/or the administration, the School will be allowed to counsel with all departments of the District administration including the Board's attorney to assure legality of operations and accommodation of student needs.

PART IV FINANCIAL ACCOUNTABILITY

A.Revenue

- (1) The Sponsor agrees to fund the school for the students enrolled as if they are in a basic program or a special program in the Sponsor's district, using the basic weights for high school students. The basis for the funding shall be the sum of the district operating funds from the Florida Education Funding Program (FEFP) as provided in s. 236.081, F.S., and the General Appropriations Act, including gross state and local funds, discretionary lottery and/or other designated funds and funds from the Sponsor's district current operating discretionary mileage levy divided by the total funded weighted full time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School. This funding will be sent to the School with a detailed report of the categoricals within the first ten days of each month.
- (2) The School agrees that it will submit financial information to the Sponsor in a timely manner as specified in s 237.34, F.S. by August 20th of each year. The school will submit a monthly budget detailing expenditures by program by the 15th of each month.
- (3) If the School's students meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the FEFP by Legislature, including transportation. The School shall provide the Sponsor with documentation that categorical and/or other such funds received by the School were expended for the purposes for which the categorical and/or other such funds were established by the Legislature
- (4) Total funding shall be recalculated during the school year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education.
 - a. In the event of state holdback or a pro-ration which reduces District funding, the School's funding will be reduced proportionately.
 - b. In the event the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature, which results in unfounded WFTE for the District, the School's funding shall be reduced to reflect its proportional share of any unfounded WFTE.
 - c. In the even the School is responsible for an FTE audit adjustment, the School's funding shall be adjusted accordingly.

- (5) In any program or services provided by the Sponsor which are funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that federal law or regulation does not prohibit the transfer of funds.

B.Reporting of students

- (1) The School agrees to report its student enrollment to the Sponsor as provided in s.236.013,F.S., at the agreed upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. The district agrees to provide training and technical support to Charter school staff who have to use the reporting system .

C.Facilities

- (1) The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to Florida Statute, S.235.26 F.S., or with applicable state minimum building codes pursuant to Florida Statute, Chapter 553, F.S. and state minimum fire protection codes pursuant to Florida Statute. S. 633.025, F.S. as adopted by the authority in whose jurisdiction the facility is located.
- (2) The School is located on the campus of Indian River Community College Mueller Center in Vero Beach. A jointly signed lease secures the site.
- (3) In the event the School is dissolved or is otherwise terminated, all of the School's property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor.
- (4) If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.

D.Support Services

- (1) Transportation
 - a. The School agrees to provide transportation consistent with the requirements of chapter 234, F.S. The School agrees to ensure that transportation shall not be a barrier to equal access for any student residing within a reasonable distance.
 - b. The School may contract with the district for transportation services.
 - c. Students will be permitted to ride the regularly scheduled high school routes which run in their neighborhood. The students will be transported to their home high school or from their home high school. A shuttle bus will then take them to the Charter School. The School will bear the cost of the shuttle.

- d. The School may submit documentation and receive the per pupil FTE for transportation for those students in the School who live more than two miles from the school and are transported by their parents during times when the student has classes at IRCHS for which a bus does not transport other high school students to VBHS or SRHS. Those students will be considered “isolated” because transportation is not provided during times when they have classes scheduled. The School will pass the bulk of those funds received on to the parents who have submitted transportation logs during count week if they continue to provide logs during the rest of the school year.
- e. In the event the School purchases its own transportation in the future, the School agrees to provide the Sponsor with all necessary documentation relating to Florida Statutes and District policy prior to implementing transportation services
- f. Field trips
 - i. All field trip requests shall be submitted to the transportation department in writing on the approved form at least ten (10) working days in advance as established in SBR 8.13. All granting of field trip requests shall be subject to the availability of drivers and vehicles. SDIRC reserves the right to cancel any field trip that may interfere with the daily operations of the SDIRC.

(2) Food Services

- a. Depending on the location of the School, there may be a charge for delivery of meals. If the revenue from the meals is less than the expenses of serving meals, there will be a charge for services. If meals are picked up, no delivery charge will be considered.
- b. The School may be included in the District’s agreement for the national School lunch program. All reimbursement will remain with the District. All monies collected for non-free category students will be forwarded to the District on a daily basis.
- c. Free lunch applications will be processed and stored by the District’s Food Service Department. No faxed copies of applications will be accepted.
- d. Health Department inspections will be required if any food preparations are done on site.

E. Administrative Management

- (1) The School agrees that it shall not charge tuition or fees, except those fees normally charged by other public schools, nor levy taxes or issue bonds secured by tax revenues.
- (2) The Sponsor shall make every effort to insure that the school receives timely and efficient reimbursement of the FEFP funds specified in IV A . 1/12 of the estimated calculation of revenue in IV A shall be paid to the School not later than the 10th of each month beginning with the month of July. Disbursements at the beginning of each fiscal year will be based upon

student enrollment as of the February FTE count week of the preceding school year. Adjustments to monthly disbursements of FEFP funds shall be made following the state acceptance of student counts reported in October and February. The Sponsor shall pay interest to the School on any payments that exceed 20 days past the date due. Interest shall be paid at a rate of 1 percent per month calculated on a daily basis on the unpaid balance from the 20 day period until such time as the warrant is issued.

- (3) The Sponsor shall retain an administration fee of not more than five percent of the available funds as defined in paragraph A for the Administration of the Charter, including processing the application and the academic and financial monitoring required of the Sponsor by law. The Sponsor will charge the School for other services agreed upon in Appendix I and the school will pay these sums within 30 days .
- (4) The District shall apply Federal Indirect costs on all grants allowable by Florida Statute.
- (5) For School Infrastructure Thrift Award monies and federal grant monies, the School will invoice the district to receive money for payment of bills paid for by grant of SIT monies. The district will reimburse those funds to the School within ten (10) days of receipt of the invoice.
- (6) If the School is terminated or not renewed, the Indian River Charter High School will be responsible for its debts.
- (7) The School agrees to an annual audit in compliance with federal, state and school district regulations showing all revenues received, from all source, and all expenditures for services rendered. The audit shall be conducted by an independent auditor selected by the School. The School further agrees to provide the Sponsor a copy of such an audit by September 20th . The Sponsor reserves the right to perform additional audits as part of the Sponsor's financial monitoring responsibilities as may be deemed necessary. The Sponsor will notify the School in a timely manner and state the reasons for requesting the audit.
- (8) S 228.056 (4) (g) & (h) F.S. require the Sponsor to monitor the School in its progress towards the goals established in the Charter and the revenue expenditures of the School.
- (9) The School agrees to provide the Sponsor with any changes to employees and governing Board members so as to remain in compliance with 234.02 F.S. and 231.01, F.S.

F. Insurance.

- (1) The School agrees to provide a proof of insurance for Errors and Omissions and general liability with a limit of \$1,000,000.
- (2) The School agrees to secure and maintain property insurance for its own buildings and contents.
- (3) The School agrees to secure and maintain property insurance for the School's personal property.
- (4) The School agrees to provide adequate Workers Compensation insurance coverage as required by chapter 440, F.S.
- (5) Indemnification

- (1) The School, to the extent immunity may be waived pursuant to Section 768.28, Fla. Stat., agrees to indemnify, defend with competent counsel and hold the Sponsor, its members, officers, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of the School's employees or other agents in connection with and arising out of their services within the scope of this agreement; (b) the School's material breach of this agreement or law; (c) any failure by the school to pay its suppliers or any subcontractors. However, the School shall not be obligated to indemnify the Sponsor, against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, and subcontractors. The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in the Contract will continue in full force and effect notwithstanding the expiration or early termination of this agreement with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader's Errors and Omissions three year limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance. In addition, the School shall indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.
- (2) The Sponsor, to the extent immunity is waived pursuant to Section 768.28, Fla. Stat., agrees to indemnify, defend with competent counsel and hold the School, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees arising out of, connected with or resulting from : (a) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this agreement; (b) the Sponsor's material breach of this agreement or law; and any failure by the Sponsor to pay its suppliers or any subcontractors.
- (3) The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third Party Claim, the School or Sponsor shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor which they agree to assume. The School or the Sponsor shall make available to each other, at their

expense such information and assistance as each shall request in connection with the defense of a Third Party Claim.

EVIDENCE OF INSURANCE

The School shall provide evidence of liability insurance in the following manner:

- (1) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage before the initial opening day of classes.
- (2) The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation.
- (3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

- (1) Be (I) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best company;
- (2) If, during this period when an insurer is providing the insurance as required by this agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the Sponsor and promptly replace the insurance provided by the insurer with an insurer meeting the requirements.

Without limiting any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this agreement. Except as otherwise specified in this agreement, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this agreement is terminated.

COMMERCIAL GENERAL LIABILITY INSURANCE

Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

- (1) The School's insurance shall cover the School for those sources of liability (including, but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

- (2) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/ \$3 million annual aggregate.
- (3) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.
- (4) The School shall include the Sponsor and its members, officers and employees as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured."

AUTOMOBILE LIABILITY INSURANCE

The Automobile Liability Insurance provided by the School shall conform to the following requirements:

- (1) The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.
- (2) Coverage shall be included on all owned, non-owned and hired autos used in connection with this agreement.
- (3) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

The Worker's Compensation/Employers' Liability Insurance provided by the School shall conform to the following requirements:

- (1) The School's insurance shall cover the School (and to the extent it subcontractors and its sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.
- (2) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers'

Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.

SCHOOL LEADER'S ERRORS AND OMISSIONS INSURANCE

The school shall provide, subject to reasonable commercial availability, the School Leader's Errors and Omissions Liability Insurance conforming to the following requirements:

- (1) The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Insurance such as School Leader's Errors & Omissions Insurance policies offered by The National Union Fire Insurance Co. of Pennsylvania, arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
- (2) The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.
- (3) If on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until (3) three years after termination of this agreement.
- (4) The minimum limits to be maintained by the School (Inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/ annual aggregate.

PROPERTY INSURANCE

Pursuant to the provisions of any lease agreement for portable classrooms that may be entered into by Sponsor and School, School shall accept all risk of loss for said portable classrooms by providing proof of the Risk Replacement Cost Property Insurance with limits commensurate with the replacement cost of new portable classrooms and the Sponsor shall be listed as loss payee.

APPLICABLE TO ALL COVERAGES

The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Board or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School. Except as otherwise specified, the insurance maintained by the School shall apply on first dollar basis without application of a deductible or self-insurance retention. Compliance with the insurance requirements of this agreement shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Board or others. Any remedy provided to the Board or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the agreement or otherwise.

The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this agreement does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this agreement.

The School shall be in default of this agreement for failure to maintain such insurance as required by this agreement.

PART V Human Resources

A. Employment

- (1) The parties to this Charter agree that the School shall select its own employees.
- (2) The School agrees that its employment practices shall be non-sectarian.
- (3) The teachers employed by or under that contract to the School shall be certified as required by s 231.17,F.S. The School may employ or contract with skilled, selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher aides in the manner set forth in s. 231.15, F.S.
- (4) The School may not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certification or license as an educator is suspended or revoked by this or any other state.
- (5) The School agrees to disclose to the parents the qualifications of its teachers.
- (6) The School agrees to implement the practices and procedures for hiring and dismissal, benefit packages, and targeted staff size, staffing plan as described in Appendix 1. An employee manual is given to every employ to read and sign.
- (7) Employees of the Charter School will be fingerprinted and drug tested as provided in s 231.02.
- (8) The School shall not violate the anti-discrimination provisions of s.228.2001 F.S. The Florida Education Equity Act.

B Collective Bargaining

- (1) The School will operate as a private employer.

Both parties agree that if there are material changes in the Florida Statutes governing charter school, or interpretations of said statutes in this contract do not agree with current statutes, the contract will be amended to comply.

Each of the persons executing this Contract has the full power and authority to execute the Contract on behalf of the party for whom he or she signs.

IN Witness Whereof, the parties hereto have executed this Contract as of the July 1, 2000.

ATTEST:

By

Indian River Charter High School

By: Gene Waddell, Chairman of the Board

ATTEST:

The School District of Indian River County

APPENDIX I

INDIAN RIVER CHARTER HIGH SCHOOL BOARD OF DIRECTORS

Gene Waddell, Chairperson	Business Representative, Community Representative
Louis Aprile, Vice Chairperson	Business Representative, Project Management Consultant, Community Representative
Kay Trent, Secretary	Business owner, Community Representative
Gail Baldree	Community Representative, Former Educator
David Culpepper	Business Representative, Parent
Karen Gupton	Business Representative, parent
Joan L. Johnson	Community Representative, Retired Federal Government Manager, Business Owner
Deborah McCrea	Parent, Community Representative
David Morgan	County Judge. Community Representative
David Owen	Retired District Coordinator of Guidance Services, Community Representative
Dr. David Sullivan	Provost IRCC Mueller Center, Community Representative

The entire application document
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April, 1998
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Revised, March 2000

Indian River Charter High School
6055 College Way
Vero Beach, Florida 32966

A special thanks to the members of the Indian River County School District and Board, Indian River Community College, the Charter School Resource Center, and the Florida Department of Education for their continued support, encourage, and counsel.

Dr. Roger Dearing, Superintendent
 Dr. Frances Adams, Assistant Superintendent for Curriculum and Instruction
 Ruth Shaw, Karen Van deVoorde, Charlene Tardi, Rosemarie Livings
 Greg Smith
 Linda Robertson, Assistant Superintendent for Finance and the finance department
 Dr. Julius Teske, Assistant Superintendent for Personnel and Information Resources and
 the Human Resources Department
 The Data Processing staff
 Earlene Batiste and her staff at the Print Shop
 Mr. Russell Peterson, School Board Attorney
 Board Members Dorothy Talbert, Wesley Davis, Herbert Bailey,
 Craig McGarvey and Charles Searcy

Dr. Edwin Massey, President, and the Board of Trustees of Indian River Community
 College
 Dr. David Sullivan and the entire staff at Indian River Community College Mueller
 Center
 Rufus Ellis, Program Director, Office of Public School Choice, Department of Education
 Dr. Cathy Wooley-Brown, Charter Resource Center, University of South Florida

The Treasure Coast Kiwanis Club
 Our wonderful students and their families

***And countless others who have provided expertise, work, counsel
 and encouragement***

Indian River Charter High School Application

Indian River Charter High School, Inc. a non-profit corporation, submits this application for a proposed charter high school to the Indian River County School Board this 1st day of July, 2000. The proposed contract (charter) that accompanies this application is a part of this application.

Respectfully submitted,

Kay Trent, Secretary

Indian River Charter High School, Inc.

INDIAN RIVER CHARTER HIGH SCHOOL APPLICATION

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I. Educational Program

MISSION

Philosophy and Target Students

“Schools do more than simply prepare people to make a living. They prepare people to live full lives—to participate in their communities, to raise families, and to enjoy the leisure that is the fruit of their labor. A solid education is its own reward.” (from the SCANS - Secretary’s Commission on Achieving Necessary Skills- report, 1990). The mission of the Indian River County Charter High School is to give its students the opportunity to develop a new set of competencies and foundational skills that will help them to enjoy a productive, full, and satisfying life. This school will be a high-performance organization.

The target population of the Indian River Charter High School is, primarily, mature secondary students grades 9 -12 who want or need a non-traditional structure and learning environment to successfully complete their high school academic and vocational preparation and earn a high school diploma. The purpose of the charter school is to meet, through a combination of tested, innovative and integrated curricula approaches, their academic needs; to prepare them for a successful career in the workplace; and to require the positive development of their personal character. The foundation for the school is the SCANS Research with a special emphasis on development of personal qualities through the integration of the CHARACTER COUNTS initiative.

The school is timely because of the wide disparities which exist between those students who succeed in a traditional school setting and those who do not. There are many students of all ages and ability levels in our community who have left school for reasons which are varied and many. Current statistics show that twenty to twenty-five percent of the adults in Indian River County do not have a high school diploma. Additionally, the rules requiring a 2.0 grade point average for graduation may also have a negative impact.

This charter school, which is closely tied to the school system and the community college and has broad-based community support, presents an opportunity to address educational challenges for these students and to provide in a small arena a structure and climate which will address the educational, vocational, cultural, physical and character development needs of its students. Current research shows that the schools meeting the needs for students who desire a non-traditional structure have high standards, career preparation, and a safe, nurturing environment; therefore, each student will have an individualized, integrated program of learning that will address these findings and will be based on his learning style, interests, and level of ability. Besides making certain each student develops the foundational skills of reading, writing, mathematics, listening, speaking, and thinking, the curriculum will emphasize helping students learn to learn and to become self-motivated, active, citizens, problem-solvers and workers who relate well to others and who possess a high degree of integrity. The standards are high and consistent. All students meet the standards. For students who qualify via CPT placement scores, opportunities for academic advancement is provided through “dual enrollment” classes at Indian River Community College.

Educational Program

The curriculum for the Charter School is founded on the SCANS report (addendum # 4) and much of the other research on effective schools. The Secretary's Commission on Achieving Necessary Skills documents the foundations and skills which the major employers of the United States have identified as the necessary skills for high school graduates. The curriculum is designed to give the student the opportunity to develop all of the foundations and competencies. In addition, the student is required to develop a personal plan for developing the character traits identified by CHARACTER COUNTS of Indian River County. The development of those traits will be interwoven into the fabric of the curriculum as well as into each student's personal character development plan.

All students must complete the following for graduation:

- Passing Florida Writes (score of at least 3 out of 6)
- Passing FCAT (Florida Comprehensive Achievement Test)
- Passing GED (General Education Development Test) or College Placement Test with 24 high school credits
- Completion and acceptance by the Charter Governance Board of the required focus projects

(A student who has passed American History and/or World History when entering the Charter school, does not have to complete the American History Timeline and/or the Current Events project. Students who come to the Charter School with 18 or more credits will have their curriculum modified to reflect competencies gained in the courses which they have passed.

- The completion of a career plan

The extensive nature of the plan will depend on the amount of schooling the student has completed when entering the charter school. For example, a student who enters the Charter School with 18 credits would, possibly, have a more limited plan than a student who enters with 5 or 6 credits.

- *OPTIONAL BUT ENCOURAGED: Dual enrollment classes at IRCC*

The student contracts to attend a certain number of hours per week depending on other personal factors. A full-time student contracts for 25 hours per week and may choose to contract for more time in order to accelerate the program. A student may vary the hours of attendance each day and each week as long as the required number of hours are completed by the end of each week.

The school is open from 7:00 AM to 9:00 PM Monday through Friday (4:00 PM) and as needed on Saturday. The school is staffed by a team of salaried and hourly, certified, student-centered teachers in each of the core curriculum areas (English, math, social studies, science, health, physical education) and other qualified personnel. Teachers' hours vary during the week, and the times that each teacher is on duty is posted so that students who need assistance and consultation in a specific area will know what time they may obtain the one-on-one assistance.

The student makes a schedule each week and while "on the clock," chooses the areas of curriculum on which to work on that particular day. The student's time on the clock may include learning on the campus and at other sites (library, other school sites, the pupil's own home via distance learning, businesses, community centers, governmental agencies, etc). The student's facilitating teacher maintains continuous contact with the student via personal contacts, mail, telephone or the computer. For purposes of FTE, the student is enrolled in courses for credit and is awarded credit when the performance standards for that course have been achieved.

The basic skills foundations of reading, writing, and math are developed through a systematic program of studies using a variety of instructional techniques and settings including a computer-assisted and media-based delivery system. Additionally, certified teachers and qualified aides and volunteers provide individual and group sessions for students who need them. The instructors use a variety of instructional techniques depending on the need of the individual student.

The basic skills foundations of logical thinking, speaking and listening are developed in home base seminar groups, in listening groups for the focus projects as well as in the focus projects and career plan.

Each student will be assigned to a Home base team of ten to twenty students which meets at least once each week. The teacher/facilitator/counselor for the Team tracks the student's movement through the individualized educational program. This Team provides a safe, caring and systematic environment which research has shown accelerates the learning process. The weekly or bi-weekly meetings are seminars which provide students with opportunities to learn to think critically, understand ideas, work on community projects, and improve communication skills. The discussions include current events, literature, art, historical documents, employability skills and other issues germane to the student's life. Each student must think critically to understand ideas, solve problems, make decisions, resolve conflicts and apply knowledge and skills to new situation. The student stays with the same Team throughout enrollment in the school, unless the teacher, student, and administrator agree that a change is necessary. Each student and Team teacher/facilitator meet at least once each week for purposes of evaluating the student's progress.

Field trips and projects expose students to new and different environments, providing real references for their learning as well as offering opportunities for implementing plans which originate in the home-base groups. Trips to a variety of community institutions, the exploration of nature and preparation in hands-on projects such as renovating houses in the community, and extended trips to such locations as Tallahassee, Washington DC and Europe are planned. Assistance from other agencies such as mental health, human services, the one-stop center, the private sector and others continue to be enlisted to enrich the pupil's total experience.

Upon enrollment and after assessments and a career class, each student develops a career preparation plan with assistance from the Team teacher/facilitator, a community Board, and the . career teacher. These plans are individualized and may include dual or co-enrollment in vocational classes at IRCC and/or VBHS or SRHS, apprenticeships, mentorships, executive internships, on-the-job training, and music, art, or drama through individual lessons or group participation. Each plan is approved by the Charter School Governance Board or a committee appointed by the Board to approve such plans.

A student receives a regular high school diploma upon achievement of the requirements in the three areas: academic foundations, focus projects, and career plan. Students are awarded Carnegie unit credits when they have mastered the competencies for courses listed in the course code directory. Each student is encouraged to take as many dual enrollment classes at IRCC as possible, and the goal for most students is to have completed, through dual enrollment, at least 24 credits of community college work by high school graduation .

Upon graduation, students may be awarded a Vocational Gold Seal Diploma or a Merit Scholarship based on the fact that they have mastered the performance standards for three credits in a field of study and have successfully completed the entire program of studies.

Attendance will be recorded on individual time logs carried by each student and signed by the adult supervisor attending the activity in which the student is engaged. Attendance will be reported by hours per week .

Graduation Requirements Charter School

R e s p e c t	<i>Trustworthiness</i>	<i>Citizenship</i>	<i>Responsibility</i>	C a r i n g
	SCANS COMPETENCIES Resources Interpersonal Skills Information Systems Technology	SCANS FOUNDATIONS *Basic Skills (reading, writing, math, speaking, listening) Thinking Personal Qualities * <i>high degree of computer-assisted and media--based instruction</i>	MAJOR CAREER PREPARATION	
F a i r n e s s	FOCUS Projects Required <ul style="list-style-type: none"> • Current Events Project : World History • Owner-Builder • American History: Timeline • Volunteer hours for school upkeep (every term) and Community Citizenship dual enrollment class IRCC • Science project • Humanities Project • Stock Market Game/personal finance plan • 1 cultural event each term • 1 government meeting each term • interviews: banker, stock broker, business owner • Personal plan for character development • 5 field trips by graduation • attendance at weekly Team meeting where current issues will be discussed • Personal project of student's choosing • Reading for discussion group • Personal Fitness Plan • Class in Access to Information • MINOR AREAS • art, band, chorus, drama • DECA, Math Team, Science Research • Community Event • drafting (building project) • landscaping project • other approved projects 	REQUIRED FOR GRADUATION <ul style="list-style-type: none"> • Passing HSCT or FCAT • Florida Writes • Passing GED or CPT • Listening Groups • Project presentations • Home group issues discussions <ul style="list-style-type: none"> • College Orientation (dual enrollment class - IRCC) • SCANS Chart (optional when finished or concurrent with GED preparation) <ul style="list-style-type: none"> • College Placement Test • Dual Enrollment Academic Classes at IRCC 	Career Preparation Plan Career Major Approved by Charter School Board of Directors or its designee <ul style="list-style-type: none"> • a vocational or career preparation certificate as evidenced by the mastery of DOE performance standards of six courses in a specific area of study. The certificate will assure that the student has a skill to take into the workplace after graduation. • Examples (only a sample) <ul style="list-style-type: none"> • Law Enforcement • Business • Carpentry • Auto Mechanics • Culinary • Marine Engines • Commercial Art • Photography • Drafting • Marketing • Fashion Design • Dance Repertory • Theater • Stagecraft • Teaching • Electronic Music 	R e s p e c t
	<i>Responsibility</i>	<i>Citizenship</i>	<i>Trustworthiness</i>	F a i r n e s

FOCUS PROJECTS

Descriptions

Current Events Project The student chooses a major current event from an area of the world outside the United States and traces the history of that area of the world from the present back to the beginning of time in order to show how the present situation developed. The student discusses the relationship of this country to the rest of the world and discusses the major events in that country that influenced its progress or decline. The final project is presented using a computer program (i.e. Word, Works, Pagemaker, Publisher, Power Point). When the project is complete, the student presents the research to a group of other students, faculty, and at least one community person. Each student must participate in a listening group for at least six current event presentations by other students.

Owner/Builder This is a simulation project in which the student borrows \$90,000 to spend on a lot and the building of a house. A town or an area in the United States outside of Florida is selected and researched for the building codes, the properties available, the geography of the area and cost of living. The student completes the design of a home using a computer program_3 D architecture that will cost approximately the amount of money left after the lot has been chosen. The student meets with: a real estate agent who walks the student through the process of purchasing the lot; a banker who goes through the process of obtaining a loan for the lot and a construction loan; and a builder who helps cost out the expenditures of the house. The student makes an Excel spreadsheet that shows the expenditures of the \$90,000 as well as a spreadsheet showing a monthly budget for a family of four owning a home of this price and two cars. The entire project is submitted in a portfolio and is presented to a listening group. Each student participates in at least six listening groups for presentations of other students.

American History Timeline Students attend class each week and from the class discussions develop a timeline of the fifty significant events in American History. Additionally, the student researches each of the fifty events and writes a one-page paper on each event. These fifty papers are bound together in a book which must be submitted using desktop publishing software. The student meets with an elderly person from the community to solicit input from that person on his project. Then this project is presented to a listening group to which the elderly person is invited. Each student participates in at least six listening groups for presentations of other students.

Science Project The student completes and presents a comprehensive science project for the District Science Fair, or participates in a group project, or works on various projects in a science class until he or she completes activities comparable to three years of science credits.

Volunteer Hours The student signs up monthly and volunteers for approximately one hour per week on a project for the clean-up and maintenance or general operation of the high school facility including the landscaping, painting, minor repairs or reception duties. The entire school is maintained by the students in the school. A custodian will not be hired. Sometime during enrollment, the student will also be required to perform 25 hours of community service.

Cultural Events Each student attends one cultural event during each term. These may include but are not limited to musical and drama events at the high schools and theaters. He/she includes the ticket stub and program along with a written critique of the event.

Government Meetings During each term of enrollment, the student attends a government meeting i.e. School Board, County Commission, etc. and completes the written form for each one. Part of the form includes interviews and conversations with politicians. By the graduation, the student must have as many government meetings as the number of semesters he has spent in our school.

Interviews Before graduation, each student interviews the persons listed in the graduation requirements and turns in an interview form for each one. In order not to overburden members of the community, these interviews may be done by small groups of students.

Field Trips The teachers organize several field trips (i.e. Environmental Learning Center, Landfill, Florida Power and Light, Library, Courthouse, Jail, Harbor Branch, Center for the Arts, Etc.) planned each term. Trips to Tallahassee and Washington DC and Europe are available. Each student participates in and evaluates at least 5 of these field trips for graduation

Personal Character Development Plan Upon enrollment, each student is required to enroll in a Character Development Class and develop a plan for personal character development based on the six pillars of Character Counts of Indian River County. In developing the Personal Character Development Plan (the PCDP), the student may request a mentor from the community who will assist in the development of the plan as well as tracking the student's accountability for the plan.

PERSONAL PROJECT - Each student designs and develops a personal project of his/her own choosing to be completed by graduation. A teacher/facilitator or mentor may help with the development. The Charter School Board of Directors or its designated committee will have final approval of all projects.

CAREER MINOR - Students may have a minor each term in the areas of art, music, drama, sports, projects, etc. The students will receive credit toward their 25 hours for working on the minor area.

PERSONAL FITNESS PLAN Under the supervision of the health instructor, each student in the school has a personal fitness plan which he/she will adhere to and log on a weekly basis. This plan will include nutrition and regular exercise.

READING FOR DISCUSSION During enrollment, each student has a program of reading that will include books, magazines, and newspapers. The plan will follow a program developed by the student with assistance from teachers. Students must attend an assigned reading group each week.

ACCESS TO INFORMATION During enrollment, each student is required to take a one credit course, Access to Information, at the college in the “Virtual Library” in order to learn to access libraries and information via internet

STOCK MARKET GAME During enrollment, each student is required for one term to play the Stock Market Game which is sponsored by the Florida Department of Education

HUMANITIES PROJECT During enrollment, each student is required to complete a project which will increase awareness of and appreciation for the aesthetic. This project is in addition to his attendance at a cultural event each term.

GRADUATION REQUIREMENTS TRANSCRIPT

Requirement					
HSCT MATH	Date Passed				
HSCT Communications	Date Passed				
Florida Writes Score	Date				
FCAT SCORE	Date	Reading		Math	
GED Total Score	Math	Writing	Soc Studies	Science	Literature
College Placement Test					
SAT / ACT Scores					
Current Events Project	Portfolio		Presentation		
American History Timeline Project	Portfolio		Presentation		
Science Project	Project Finished		Date of Fair		
Personal Project Project Description	Date Completed		Date Presented		
House and Land Purchase Project	Portfolio		Presentation		
Volunteer Hours	1 st term	2 nd term	3 rd term	4 th term	5 th term
	6 th term	7 th term	8 th term		
Cultural Events and Critique (list the event and date)	1	2	3	4	5
	6	7	8		
Government Meeting and Report (list the meeting)	1	2	3	4	5
	6	7	8		
Interviews	Banker		Stockbroker		
	Business				
Listening Groups : American Timeline (list date and person presenting)	1	2	3	4	5
	6				
Listening Groups: Current Events (list date and person presenting)	1	2	3	4	5
	6				
Listening Groups: House Project (list date and person presenting)	1	2	3	4	5
	6				
Field Trips (Date and Trip)	1	2	3	4	5
Personal Character Development Journal	1	2	3	4	5
	6	7	8		
Career Plan	1	2	3	4	5
Brief Description of career plan	6	7	8		

Humanities Project					
Stock Market Game					
Home Base Group Meetings	1	2	3	4	5
	6	7	8		
Reading for Pleasure Plan	1	2	3	4	5
	6	7	8		
Personal Fitness Plan	1	2	3	4	5
	6	7	8		
Dual Enrollment Required classes (Date and Grade)	Access to Information	Community Citizenship	College Orientati on		
Minor Area	1	2	3	4	5
	6	7	8		

Students who cannot pass the HSCT or FCAT, GED, and Florida Writes, are awarded a certificate of completion when they complete all other areas of the graduation requirements. All others will be awarded a regular high school diploma. Students are awarded Carnegie unit credits when they have mastered the competencies for courses listed in the course code directory.

Needs of the ESE and ESOL students are met through their individualized programs of study (IEP). One-on-one tutoring through volunteers and ESE and ESOL trained personnel will be provided when needed. Students have the opportunity to earn a special diploma when they complete all of the projects and objectives except the passing of the standardized tests.

Student Assessment/ Accountability

Assessment for the mastery of the academic foundation is through the passing of the HSCT or FCAT, the Florida Writes, and the passing of the GED or CPT. Students take a practice GED to demonstrate mastery of the academic skills needed to pass that exam when their work indicates they are ready to pass the test; the actual exam is taken when the student has completed ALL of the other graduation requirements. A student who has mastered the academic competencies will be encouraged to begin (or continue) dual enrollment academic classes at IRCC. The assessment for the dual enrollment classes is the assessment used by the college instructors as the students will be enrolled in dual enrollment classes with other college students. The accountability to the community is that every graduate has documented evidence via a nationally recognized exam (the GED/CPT) that he/she can read, write, and compute at a 12th grade level.

Each student is given a TABE test (or similar assessment) upon his/her enrollment, and an individualized program of instruction is set up to move the student to a TABE score of at least an 11th grade level. Computer-assisted and technology-based instruction including the use of computers and videos is used extensively; however, certified

classroom teachers and qualified aids and volunteers are used to augment the technology and as the primary delivery for students who do not respond to the technology-based instruction.

Other assessments given to the students upon enrollment include a learning styles inventory, a vocational assessment, and a personality assessment. The results of these assessments are made available to the home base teacher and the counselor who use these results in assisting the student to set up an individualized program. During the summer, attempts will be made by the Home-base Teacher to visit each new student. At the same time, the guidance counselor meets with the student to develop the student's schedule.

Consistent with the school's commitment to lifelong learning and acquisition of SCANS competencies and foundations, authentic and portfolio assessments are developed on an ongoing basis to document student success in the focus projects and career preparation. The rationale behind this approach is the necessity of implementing assessments that are consistent with and supportive of the school's unique curriculum and educational philosophy. Assessments should not just predict success in college but predict and help students develop skills for success in life. Besides the standardized tests to document academic skills foundations, the assessments are sensitive to the seven multiple intelligences, general and multi-cultural concerns, and such areas as the ability to work together and to adapt to a quickly changing work environment and world.

Every student is competent in word processing, spread sheet, data base, 3D architecture and presentation software programs as well as other programs depending on focus projects and career preparation. area by the time he graduates.

Although credits are earned by the students for the performance standards that they master in courses for credit described by the state, they may not be used as the chief measure of achievement. The curriculum that is described covers the mastery of performance standards in science, English, social studies, and mathematics. Additionally, the curriculum prepares the student for success in a vocation and college or technical school as well as assists the student in personal character development. It also prepares the student with the workplace competencies described in the SCANS Report. Students who do not have 24 credits at the time of graduation but have passed the GED are eligible for a district diploma according to Florida Statute. Indian River Charter High School will award a regular high school diploma to those students when they complete the required curriculum and pass the GED.

It has long been demonstrated (by the discrepancies among college testing scores like the ACT and SAT, the acquisition of high school diplomas by students who have poor academic foundation skills and workplace competencies, and grade point averages of students) that the generally accepted Carnegie unit credits are not an accurate and consistent measure of the actual academic foundations and competencies of students. There is also much research documenting the inadequacy of the credit system to

accurately indicate and predict student achievement. The only student quality which the Carnegie unit credit consistently and accurately represents is student perseverance.

Rather than measuring the quality of work on the focus projects and career plan through a grade point average, students are evaluated in much the same manner as employers evaluate employees. As a student is working on a focus project, the Team Facilitator will provide feedback as to whether or not the project is moving along at an acceptable pace and standard. When a student completes a focus project and presents it to the Team Facilitator (teacher), that teacher, sometimes assisted by a community assessment group, will decide whether the project meets the quality standards expected by the school. If it does not, the work will be returned to the student to rework and present at an accepted quality level. Students will receive an overall evaluation of their work using an instrument which will be developed this summer by the team of teachers. That evaluation will include ratings of *exceeds expectations, meets expectations, does not meet expectations, unsatisfactory*. Areas of evaluation will include but will not be limited to *uses time efficiently, handles materials in an orderly fashion, plans work efficiently, displays a positive attitude, maintains appropriate behavior, dresses appropriately, expresses enthusiasm for learning, assists in maintaining a functional and attractive physical environment on campus, adheres to established school policies, follows directions and procedures, uses technology effectively, displays accuracy, thoroughness and punctuality in job performance, exhibits effective interpersonal relations with others, demonstrates punctuality, demonstrates a spirit of cooperation, attends regularly*.

At the end of the first and third nine weeks, students receive individual progress reports from the supervisor of each of their learning activities. At the end of the first and second semesters, students are given a report card containing letter grades in each subject area. The learning activities which contribute to each course grade are listed on the student's weekly schedule which is decided upon at the beginning of each semester in a conference between the student and the school director or guidance counselor.

Members of the community participate in the assessment of student career plans. Each student presents the career plan to a board of community members who represent areas of expertise in careers similar to that chosen by the student. These Boards approve the career plan and the completion of the plans.

Yearly Accountability to the Indian River County School District

Student Achievement

- Seventy percent of students will advance one grade on their overall TABE test
- One hundred percent of the enrolled students will have results from a TABE (Test of Adult Basic Education) or a similar instrument measuring reading, writing and math levels.
- Ninety-five percent of the students will finish the required character projects with a grade of A or B
- One-hundred percent of the graduates will have:
 - ◆ Completed a career plan
 - ◆ Passed the HSCT (or FCAT) **and** GED or College Placement Test
 - ◆ Completed all focus projects
 - ◆ Eighty five percent of the first time students who enroll in August and are still enrolled in June will have completed:
 - ◆ A career plan
 - ◆ A documented Character Development project
 - ◆ A personal fitness plan
 - ◆ A documented Reading Plan for the Year
 - ◆ Documented attendance at
 - ◇ one government meeting
 - ◇ one cultural event
 - ◇ one field trip
- Eight five_ percent of the students will have completed their volunteer hours for the term
- Fifty percent of the students will have taken at least one dual enrollment course
- FCAT scores will improve by an average of 20 points per section

Fiscal Responsibility

- As of June 30, of each school year the school will have a positive fund balance after all bills and salaries have been paid or encumbered.

Faculty and Staff

- All faculty, administrative, staff, and support persons will have a Personal Character Development Plan (based on CHARACTER COUNTS) , a Personal Fitness Plan and an accountability partner
- All teachers will have made at least one home visit to each of the students in their home base group within the first year of the student’s attendance (these visits may be in pairs with another faculty member or a community person). Students living independently must agree to these visits as part of their personal development plan. For students living with a parent or guardian permission for such visits will be required and where permission is granted, visits will be made. In cases where the parent does not want a home visit, the parent must come into the school
- All members of the staff will **have** participate in at least 40 hours of staff development activities
- All faculty members will have documented evidence group meetings with their home base students.
- All faculty members will have documented evidence of at least bi-weekly sessions with each of the students on their team.
- Suitable staff members who hold Masters Degrees or higher may serve as dual enrollment instructors

Customer Satisfaction - Student Attitudes

- Seventy percent of the students on an evaluation survey in May of each year will indicate that overall they have enjoyed their learning experiences, have advanced academically, and have made progress toward their career goals.

II. GOVERNANCE and MANAGEMENT

The school is governed by the Board of Directors of the Indian River Charter High School, Inc. The articles of incorporation and bylaws of the corporation are appended to this submittal.

The following are the Board of Directors:

BOARD OF DIRECTORS

Name	Position	Association
Aprille, Lou	Vice Chairperson	Business, Community
Baldree, Gail	Director	Community, Parent
Culpepper, David	Director	Business, Parent
Johnson, Joan	Director	Community, Retired Government Manager
McCrae, Deborah	Director	Parent, Community
Morgan, Judge David	Director	Community, Judge
Owen, David	Director	Retired Educator, Community

Sullivan, David	Director	Indian River Community College Provost, Community
Trent, Kay	Secretary	Business Retail, Community
Waddell, Gene	Chairperson	Business Insurance, Community

The board of directors named in the Articles of Incorporation is composed of 11 members with a maximum number of 15. The remaining 4 will consist of parents whose students are enrolled in the school, and community and business persons who show an interest in supporting the school.

The management, number, nomination, elections, vacancies, removal, and meetings of the Board of Directors are described in Article IV of the bylaws of the corporation.

Business Arrangements and Partnerships
(this page has been revised from the original document of April 10, 1998)

Indian River Charter High School has entered into a variety of partnerships and business arrangements to support school activities and to provide services and goods to the school.

Indian River Charter High School has retained legal services, auditors and financial consultants for the school.

Indian River Charter High School has entered into a business arrangement for computer installation and consulting and will receive cost estimates for computer hardware, software, and support services.

Indian River Charter High School has entered into a leasing agreement with Indian River Community College for the dormitory building once housing the Department of Corrections Training Program.

Indian River Charter High School has entered into agreements with the appropriate agency for the delivery of vocational, fine arts and literacy services. The emphasis will be on dual enrollment.

Indian River Charter High School has entered into a volunteer agreement with various service and retiree organizations and faith communities

Indian River Charter High School has entered into a volunteer agreement with real estate agencies, banks, and construction and/or architectural firms to provide consultants to the students for their Builder/Owner projects.

Indian River Charter High School has entered into volunteer agreements with various business establishments and community groups to provide members who will serve on Boards that will approve and offer consultation to students for their career development plans, their science and humanities projects.

Indian River Charter High School expects to enter into a variety of partnerships which will provide internships and apprenticeships for students as a part of their career development plans.

Indian River Charter High School has contacted the Gifford Community Center and the One-Stop Agency for the opportunities for the Charter School students to utilize their services, classes, and facilities.

Indian River Charter High School had entered into an agreement with the Center for Emotional and Behavior Health to do drug testing for its students. This contract will be renegotiated with that center or another each year.

Conflict Resolution between the Charter School Board of Directors and the School Board of Indian River County

Any unresolved controversy or claim arising out of or relating to the contract, charter, or the breach thereof, shall be settled by arbitration in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

Process of Parental Involvement in Decision Making

The school has a School Advisory Council composed of teachers, parents, the Principal or designee, and outside business leaders selected by the Governance Board. The School Advisory Council will evaluate the curriculum and assessments on a regular basis and will make recommendations to the Governance Board.

The curriculum for the campus was set for the first year of the school. Thereafter, any major changes in the curriculum will be proposed by a majority vote of the School Council to the Governance Board and affirmed by two thirds majority vote by the Board. Each year, the campus curriculum will be critiqued annually by the School Council.

Public Records and Public Meetings Compliance with Florida Statutes

The school will comply with the provision of Chapter 119, Florida Statutes, relating to Public Records, and 286.011, Florida Statutes, relating to Public Meetings, unless exempted by law.

Length of Charter

Indian River Charter High School, Inc., is requesting a renewal contract of five years to operate the current school. The term would begin July 1, 2000, and terminate June 30, 2005, unless extended for additional years. The School may ask for a renewal on June 1, 2004.

Students attend the school at least 180 days. The calendar will be determined each year by the Board of Directors. The intention is that students will have opportunity to attend IRCC and IRCHS year round and may continue work even during the summer beyond the regular summer school sessions.

Contracted Services with the School District of Indian River County

The School District of Indian River County will allow the Charter School to be a part of the the management information system of Indian River County School District.

The School District of Indian River County will allow the Charter School to contract food, printing, and transportation services from the School District.

The Charter High School will be allowed to purchase through the school district purchasing department.

The Charter School will contract with the personnel department of the School District to perform background checks and fingerprinting.

The School District of Indian River County will allow the Indian River Charter High School the opportunity to obtain surplus furniture, equipment, books and materials.

Faculty and staff members employed at the Charter School will be given the opportunity to participate in in-service opportunities provided by the School District.

Each year the Board of Directors will vote as to whether or not the school will participate in interscholastic athletics. If the Indian River Charter School Board decides not to field interscholastic athletic teams, the home school district (Sebastian River High School or Vero Beach High School) will allow the students attending the Charter School from that district to participate in athletics, as eligible, and fine and performing arts activities in the high school which serves the student's residence. Charter High School students will be treated in the same way that home school students are treated under Florida Statute 232.425 (3) (c) Satisfactory educational progress will be determined as satisfactory in a letter signed by the student's facilitating teacher and the entire academic team of teachers at the Charter School. A student who has been expelled from another district school will not be allowed to participate during the time frame of the expulsion.

Evidence of Support

A broad range of community support is evidenced by the diverse experience and capability of the Board of Directors.

The outstanding men and women, many of whom are parents of children who are currently or have previously attended Indian River County Schools, have committed themselves to oversee the affairs and management of the school. They represent a deep desire among parents, educators, and the business community to create charter schools that give parents and students more choices and more diverse opportunities.

We have demonstrated support and commitments from people in the business community, many school district level administrators, Indian River Community College, the *Vero Beach Press Journal*, parents, students, and the Florida Legislature.

Facilities

The Indian River Community College Board of Trustees at its March 24, 1998, meeting voted to authorize Dr. Ed Massey, President, to enter into negotiations with Gene Waddell, Chairman of the Indian River Charter High School Board of Directors for use of the dorm facilities (formerly housing the Department of Corrections) located on the east side of the Mueller Center Campus .

The school currently has a lease with Indian River Community College for use of facilities.

With School Infrastructure Thrift Award and capital outlay funds which the Indian River Charter High School, Inc., will be eligible to receive when the Indian River County School Board extends the charter, IRCHS will continue renovations and additions to the facility . A comprehensive site plan with portable classrooms, recreational facilities, parking and landscaping has been approved by IRCC. The lease agreement with IRCC now includes the entire building.

Indian River Charter High School is a public secondary school, sponsored and monitored by the Indian River County School Board. It is operated as a private non-profit charter school entity in accordance with the contract (charter) between the Indian River County School Board and the Indian River Charter High School, Inc

Finances

Financial Management and Internal Accounting Procedures

The school utilizes 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.

The School provides the school board with annual audited financial reports for the fiscal period of July 1 through June 30 of each year. These include a complete set of financial statements and notes thereto prepared in accordance with Generally Accepted Accounting Principles for inclusion into the school board's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, and will be submitted no later than August 31st of each year. A monthly expenditure report is provided as well.

The Charter School Board of Directors contracts with a Certified Public Account Firm to consult with in the areas of:

Preparing income statements and balance sheets

Setting up an internal account system

Setting up corporate books.

The Board contracts with a different CPA firm for an annual audit.

Any financial adjustment resulting from a Department of Education Audit of the Charter School

will be the responsibility of the Charter school.

Fund Raising Activities

The school may plans to conduct fund raising activities to generate capital and to supplement the per pupil allocation, particularly for field trips.

The Indian River Charter School, Inc. has been granted 501C3 status with the Internal Revenue Service and has set up a separate account for contributions designated for the proposed school.

The following sources of funds will be solicited:

- Fund raising activities of parents, students, staff
- National, state, and local foundations
- National, state, and local sources for education grants

Projected Revenue Shortfalls

The purpose of this section of the agreement is to determine how the Charter funding, as reflected in the funding section of this agreement, will be reduced in the event of State reductions in funding to the District.

In recent years the State has dropped the funding value of students and categorical programs, including Lottery Enhancement funds, as late as the last month of a fiscal year. The district has experienced prorating of the base student formula, capping of students in the at-risk program areas (resulting in zero funds for students over the cap), and loss of categorical funding. Since the funding source for the Charter School is derived primarily from the student counts by program category within the Florida Educational Finance Program, the School District reserves the right to make the following adjustments to funding for the Charter School:

1. In the event the State prorates the value of FEFP, including categorical programs, or caps the district's ability to receive weighted funding in the programs served by the Charter, the financial portion due to the Charter from the School District as stated in this agreement will be prorated downward in proportion to students being served in the Charter.
2. In addition, if the State limits student growth projections for the district in the programs served by the Charter, the District may decrease the weighted funding to the Charter in proportion to students served.
3. The District and the Charter School will negotiate the prorata share of any revenue shortfall adjusted for the Charter School. The District will notify the Charter School and provide detailed calculations on how the Charter School's share of the reduction was determined at least 30 days prior to affecting any cashflow to the Charter School.
4. The District will deduct any shortages in Charter School revenue projections, caused by State reductions OR by lack of student enrollment in the Charter School from remaining monthly cashflow installments owed to the Charter School.
5. In the event, a shortage is imposed too late in a fiscal year to rectify with remaining cashflow installments, the Charter School must reimburse the School District or may choose to take a reduction from the following fiscal year budget. The District reserves the right to apply interest at the prevailing rate paid by the State Board of Administration to the unpaid amount due from the Charter School until which time the shortfall has been paid in full.
6. Nothing in this section can be construed to conflict with Charter School Legislation, and if a conflict arises, Florida Statute will prevail.

School Infra-structure Thrift Awards

Understanding that after the February 2000 FTE count the School District of Indian River County will be eligible for School Infrastructure Thrift Awards based on the enrollment of students in the Indian River Charter High School, the School Board agrees to share those funds with the Indian River Charter School at the rate of 0 percent to the school district and one-hundred percent to the Indian River Charter School so that the charter school may upgrade the facility in which it is housed. Nothing in this section can be construed as conflicting with Statutes. Expenditure requirements pertaining to SIT award will be followed.

Insurance

The Charter school provides the following types of insurance:

- Errors and Omissions Insurance
- Officers and Directors Liability Insurance
- Fidelity Bonds
- Commercial General Liability Insurance
- Automobile Liability Insurance
- Employer's Liability Insurance

The insurance coverage includes liability insurance in the amounts specified in Section 234.211, Florida Statutes, for any bus usage with the Indian River County School Board named as an additional insured.

The school carries the necessary worker's compensation insurance and unemployment compensation insurance.

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

Regardless of the existence of liability coverage for the Indian River Charter High School, there will be questions from time to time of the legality of policies in reference to human resources, student rights and classification, and other areas. The Charter School has the right and responsibility, with the approval of the Superintendent, to counsel with the School District's Board attorney.

IV. OPERATIONS

Recruiting/Marketing

Newspaper articles, other media presentations, brochures, speeches to community groups and Faith Communities, and word-of mouth are some of the ways in which potential students are informed of the Charter School. Every attempt is made to make certain that the population of the school accurately reflects a cross section of the social, ethnic, and income ratios of Indian River County population.

Admissions

Admissions are open to any student following the guidelines in state statutes. Students and their parents or guardians (except for students over 18 who are not living at home) are required to sign the contract which commits them to adhering to the philosophy, rules, and curriculum of the school. The school will discriminate against NO ONE who will agree to the contract and successfully passes the drug test required for entrance. At the time of enrollment at the high school, students will also fill out an enrollment form for IRCC.

Enrollment limits will be set by the Board of Directors on a yearly basis. The philosophy of the school necessitates that the enrollment will reflect a small high school. Students who need a limited time schedule (for instance students who must have a full time job or cannot carry a full schedule due to health or family situations) will be counted proportionally to the number of hours they are carrying compared to 25 hours per week (full time). A student contracting to 12.5 hours per week would be a .5 student.

ELIGIBLE STUDENTS: The Indian River Charter school shall be open to any student residing in the Indian River County School District or the counties served by Indian River Community College or in a county adjacent to Indian River County who submits a timely application which includes a contract that must be signed and successfully passes the drug test required for admission. In the case that applications exceed the capacity of the school, all applicants will have an equal chance of being admitted followed by guidelines set in state statutes.

The target population of the school is primarily, mature secondary students grades 9 - 12 who desire a non-traditional structure and learning environment to successfully complete their high school academic and vocational preparation and earn a high school diploma. The purpose of the charter school is to meet, through innovative approaches, their academic needs, to prepare them for a successful career in the workplace and to require the positive development of their personal character. The foundation for the school is the SCANS Research with a special emphasis on development of personal qualities through the integration of the CHARACTER COUNTS initiative.

Students with disabilities and students served in English for Speakers of Other Languages programs have an equal chance of being selected for enrollment.

All students are required to read and sign the Charter School Contract.

Students may withdraw from the school and at any time enroll in another public school as determined by the school board policy.

Parental involvement is strongly encouraged and solicited; however, it will not be a requirement of admission to the school.

The CODE OF CONDUCT for all students and staff is based on RESPECT. This respect includes but is not limited to the following rights and responsibilities for students.

STUDENT RIGHTS

STUDENTS HAVE THE

- Right to choose hours and sequence of studies and right to have a great amount of individuality in designing projects, career plan and level of academic intensity
- Right to a relevant, individual, high level education
- Right to individual counseling and assessment by a facilitator in curriculum planning, career and college planning, academic proficiency, learning style, and personality profile. Right to access referral services for personal problems
- Right to have a facilitator who will work closely and consistently with student in planning studies, assessing, and monitoring progress and the right to have certified teachers to help students in their curriculum when help is needed
- Right to a safe and healthy environment

STUDENT RESPONSIBILITIES

STUDENTS HAVE THE

- Responsibility to complete curriculum within the established time line mutually agreed upon by student and facilitator
- Responsibility to complete personal character development plan, personal fitness plan, volunteer projects, and all focus projects, career plan, and academic sequence
- Responsibility to communicate to facilitator when problems arise that might impede original planning
- Responsibility to be committed to quality and consistent work
- Responsibility to make certain to not violate the safety of any other individual by possessing any illegal item or by responding with any attitude but respect to all other individuals

Teachers and administrators and, possibly some students, will review any referral of a student who does not live up to his/her responsibilities. After discussing the referral with the student, they will decide on an appropriate course of action which will be recommended to the school administrator.

The course of action may include probation with certain conditions set forth in writing, suspension, or dismissal or recommended expulsion. Corporal punishment will not be used. A demerit system for minor offenses is used. When a student reaches five demerits a parent is called. At ten demerits, a letter is sent. At fifteen, a parent conference is held and the student is warned a possible dismissal will occur. At twenty, the student is recommended for dismissal.

In cases where expulsion is recommended by the school administrator, the school will follow section 5.22 of the Indian River School District Board Rules. In all cases, the student and parents of minor students will be notified in writing of pending discipline.

STUDENT CONTRACT
Indian River Charter High School

Name _____
 Address _____ Zip _____
 Mailing Address _____ Zip _____
 Home Phone _____ ID number _____
 Parent/ Guardian Name(s) _____
 Business phone(s) _____
 Previous School Attended _____ Social Security # _____
 Enrollment Date _____

I understand that my signature below indicates my commitment to preparing myself to live a full, satisfying life and to pursuing my dreams by working through the integrated curriculum of studies of the Indian River Charter High School and the developing the six pillars of Character Counts (trustworthiness, respect, responsibility, fairness, caring and citizenship) in my own life. I am committed to graduating by _____.

The curriculum of the Charter School has been explained to me. I understand that in order to earn a diploma, I will have to complete all of the focus projects, the academic strand, which is minimally the passing of the HSCT or FCAT, passing an exit exam (GED, SAT with 1000, ACT with 20, or CPT with 72 in math and 82 in English) and acquiring the 24 credits required by the State for graduation or completing the requirements for the Performance Based Diploma, and the career plan unless I am exempted because of previous work accomplished at another school. I understand that I will have to complete the work within a mutually agreed upon time frame between the school and myself.

While enrolled, I agree to the following:

- I will attend the agreed upon number of hours each week. I will not misrepresent my hours at any time. I will prepare a weekly schedule of my school activities in advance.
- I will respect all other persons in the school and all school and personal property
- I will complete all areas of the curriculum to the best of my abilities; I understand that I must redo any work which is not deemed to be of the highest quality by the assessment team
- I will preserve a safe and healthy environment. I will honor a tobacco and drug-free environment. I will comply with the drug testing contract adopted by the Indian River Charter School Board
- I will work consistently to complete my volunteer hours/project
- I will work consistently on all curriculum, and dress and act appropriately at all times

I understand that if I do not live up to these responsibilities, I may be dismissed from the school.

I understand that expulsion from the school and the Indian River County school system will be recommended for the following offenses:

- ◆ possession or use of illegal drugs (including alcohol for any age person) or materials
- ◆ possession or use of weapons
- ◆ violent or disruptive actions
- ◆ illegal or unauthorized use of or tampering with computers and computer programs
- ◆ theft

I understand that this commitment is binding whenever I am involved in any curricular or extra-curricular activity associated with the Charter School.

Student signature

date

Parent signature (for under 18 students)

date

Administrator signature

date

Human Resources/ Information

All employees are expected to observe high standards of job performance and personal and professional conduct.

The curriculum of studies is facilitated by a team of certified, student-centered teachers and other qualified individuals are each responsible for a group of ten to twenty students whom they **will** track through the integrated curriculum. The team consists of a core group of salaried and hourly secondary, certified teachers in the disciplines of math, English, social studies, science, physical education, health, foreign language and vocational. Other members of the team consist of persons qualified to assist secondary students. An individual serving as the school administrator and lead guidance counselor, a bookkeeper/secretary, and BCE students and other clerical personnel serve as receptionists, and data entry persons to complete the team.

TEACHING TEAM

School Director

Guidance Counselor

Other Administrators as necessity arises

Salaried - each has 20 home-base students (Bachelors degree +)

Hourly - each has 10 - 15 home-base students Bachelors degree +

Teachers in English, social studies, science, math, vocational, health, foreign language and PE. are staffed with a mix of salaried and hourly teachers as student load requires.

College education majors may be used as teacher aides.

Clerical assistants including student assistants are hired as needed.

We are continuously seeking teachers (facilitators) who are strong in effective teaching behaviors with an understanding of secondary students and who are committed to a student-centered environment. The successful candidates are expected to nurture student learning and character development, model acceptable behavior and become an integral part of the total school community and their local community. We expect our staff members to fit the following profile:

- Works well in a mentored setting and as part of a team
- Engages in continual professional growth activities
- Is computer literate
- Has a positive job evaluation history
- Has exemplary personal presentation and interpersonal skills
- Has strong written and oral communication skills

- Is knowledgeable of learning and teaching styles
- Is prepared to assess and facilitate individual differences
- Is able to obtain student involvement in learning
- Is committed to the academic, career, and character development of the students
- Displays fairness
- Is energetic, enthusiastic, flexible and innovative
- Displays a positive attitude
- Enjoys working with students
- Is able to work effectively with parents and staff
- Is willing to support the total school program including extra curricular activities
- Is willing to keep a personal, character development plan and a personal fitness plan

Each faculty member is required to closely monitor the progress of the members of their Team in all areas of the curriculum as well as the volunteer hours . In addition, each one is expected to be the primary resource and consultant for students in his/her academic areas. Those who do not have a specific academic area are required to supervise one or more of the focus projects that are not covered by an academic specific person.

For example:

- Science teachers are responsible for all science projects and science curriculum
- Social studies teachers are responsible for all current events projects, timeline projects, government meetings, interviews with stock brokers etc, and the stock market game
- Math teachers are responsible for the math portions of the curriculum
- English teachers will be responsible for the humanities projects and the English portion of the academic track
- The career teacher will be responsible for monitoring career plans, and communications with the community boards overseeing the career plans.
- The character development teacher will be responsible for the personal character development plans as well as assisting with counseling activities
- The physical education teacher will be responsible for all personal fitness plans and physical education classes
- The other faculty members will be responsible for assisting in various areas described above as well as in planning:
 - Field trips
 - House land project
 - Community events
 - Reading for discussion programs
 - Other projects planned by students in their minor area

RESPONSIBILITIES OF HOMEBASE FACILITATORS

The homebase facilitator has the responsibility for monitoring, evaluating, and reporting the progress of his/her homebase students. The school director will look to the homebase facilitator as being the “resident expert” on each student. The homebase facilitator should be very familiar with the student’s baseline test scores, progress on the curriculum chart, attendance, progress in groups and on CAI, interests, abilities, career plan, credit status, test status (HSCT, Florida Writes, F CAT), test preparation and the students family.

- One group session per week
- moment of silence
- team building activity
- scheduling
- Scheduling (weekly)
- Assisting in making up original
- Making sure all curriculum is scheduled
- Turning in pink copy to director
- Spot checking attendance at classes
- Checking for signed schedule
- Turn signed schedules in to director
- Weekly individual meetings with each student (15 - 30 minutes)
- go over schedule
 - all classes in schedule (academics, CAI, dual enrollment, vocational, personal fit, career, character dev, homebase)
 - personal reading, minor, chore, individual meeting,
- go over character development journal
- go over personal fitness plan
- sign the schedule from previous week
- record accountability checklist
- record notes from meeting
- Activities - providing a weekly schedule within the homebase time for your students that includes:
- homebase meeting time
- group reading time
- research groups (science, current events, American History Timeline)
- special speakers (various careers, motivational speakers etc)
- field trips
- cultural events
- government meetings
- work on Character Development Journals, Personal Fitness Plans, and Career Plans
- lawn maintenance
- student union
- assigning chores
- HSCT, Florida Writes, and F CAT prep with groups
- CPT test preparation - making sure test has been taken

- Presentation skills for project presentations
- Contacting parents frequently
- Gathering/ monitoring grades for each area on schedule
- Supervising personal projects
- Assisting with project presentations
- Monitoring minor areas
- Providing an atmosphere and opportunity for doing assignments from various classes; encouraging students to work in your room on their assignments for various classes and projects
- Liaison with Accountability Partners for their students
- Checking daily attendance for accuracy with individual student schedule

Full time employees work 40 hours per week at the school

- One-half hour per day is given for lunch.
- Two fifteen minute breaks are given per day.
- Full time homebase facilitators and subject area facilitators are given one hour per day for planning.
- 30 hours per week (6 hours per day) is given for direct facilitating time with students either in a classroom setting or in the homebase setting

Staff Assignments/ Duties

The school administrator will possess a Principal Certification and/or Educational Leadership Certification and Guidance and Counseling Certification. As the school expands, this position may require two persons with certifications. This individual's responsibilities include but are not limited to:

- Oversight and coordination of the admissions process including contracts, applications, health records
- Oversight of the curriculum
- Oversight of dual enrollment
- Oversight of the budget
- Oversight of the building and facilities
- Oversight of the testing (assessment and state)
- Oversight of the master schedule, student schedules
- Supervision and evaluation of faculty and staff
- Liaison between the school and the Charter School Governance Board, the district school officials, the parents and families of students, and the community

All school personnel will have personal character development plans and personal fitness plans which they will share in mutual agreement with an accountability partner of their choosing.

The school agrees to disclose to the parents and the school board the qualifications of all of its personnel.

The school is nonsectarian in its employment practices.

The teachers employed by the school are certified as required by Chapter 231.17, F.S. The teaching Team will minimally consist of certified English, Math, Social Studies, Science, Health, and Physical Education teachers and a certified guidance counselor. Some of these positions will be hourly teachers who will be employed 10 - 20 hours each week. The school may employ or contract with skilled, selected non-certified personnel to provide institutional services, to assist instructional staff members, and to serve as facilitators. Credentials of every staff person will be published.

The school will not knowingly employ an individual to provide services if the individual's certificate or license as an educator is suspended or revoked by this or any other state, as per F.S. 231.15.

The school agrees to fingerprint all employees as required by F.S. 231.02 and all employees will agree to background checks. The school will contract with the school board to process these checks. The school also reserves the right to mandate whatever testing of employees that the Charter School Board deems necessary to protect the students. Each employee must satisfactorily pass these tests, without violating the rights of the employees.

All employees agree to random drug-testing.

The school will not violate the anti-discrimination provisions of 228.2001.

The school expressly reserves the right to discharge employees "at will" but without being in violation of the laws of the State of Florida and the United States of America. The school assures thorough, consistent, and even-handed termination procedures. Terminated employees will receive all earned pay to the next regular pay period.

Salaries and Benefits

A competitive salary package will be offered to all employees of the Charter School.

Incentives

The Board of Directors reserves the right to grant employee incentives.

Employee Manual

An Employee Manual is available for all prospective applicants.

Transportation

Transportation is contracted through various means: the school transportation department, local public and private agencies. Students and their parents also provide much of the transportation. Parents who drive their own students to and from school are eligible for reimbursement through FTE provided they submit the required paperwork.

Food Service

Although most students will be eating on their own, a contract may be signed with the Indian River County School District Food Service Department to provide breakfast and lunch which will be prepared at one of the district school sites and delivered to the Charter High School campus

Indian River Charter High, Inc.
Contract Addendum

This contract addendum made and entered into as of the 12th day of February, 2002 between the School District of Indian River County (SDIRC), also known as the sponsor, and the Indian River Charter High School, Inc. (IRCHS), a nonprofit organization organized under the laws of the State of Florida, also known as the School, for the purpose of establishing a Charter High School.

FACILITIES IS HEREBY AMENDED AS FOLLOWS:

In order to accommodate a growing waiting list and provide for additional curriculum needs without violating the school philosophy of the benefits of a small campus, the school will be expanded to include a satellite campus most likely in the building previously known as Lurias. If not at this site, another site will be used

Indian River Charter High School, Inc.

School District of Indian River County

Mr. Gene Waddell, Chairman

Mr. Steve Mohler, Chairman

Date signed

Date Signed

Witness

Witness

Date signed

Date signed

Charter Renewal Contract

Indian River Charter High
School and the School
Board of Indian River
County, Florida

July 2000

