



Item: SP: A-5

## STRATEGIC PLANNING AND INITIATIVES COMMITTEE

Tuesday, April 20, 2021

**SUBJECT: REQUEST FOR APPROVAL OF TREASURE COAST UNIVERSITY SCHOOL  
CHARTER RENEWAL**

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### PROPOSED COMMITTEE ACTION

Recommend full Board approval of a renewal of the charter with FAU-Treasure Coast University Schools, Inc., for the continuing operation of the Palm Pointe Educational Research School at Tradition.

### BACKGROUND INFORMATION

Palm Pointe Educational Research School at Tradition was established in 2006. It is a charter laboratory school sponsored by the FAU Board of Trustees in accordance with section 1002.32, F.S. The school is federally designated as a Title I school, and it serves 1,431 students in grades K-8 with an average student-teacher ratio of 16 to 1.

Palm Pointe Educational Research School has a three-fold mission: (i) serving as a demonstration site for teacher education, (ii) developing primary level curricula, and (iii) conducting research. The school is succeeding in meeting its mission. Palm Pointe Educational Research School is an "A" rated school and has been recognized for excellence in the state of Florida as a Florida's State Board of Education School of Excellence, and nationally as an ING Unsung Hero and a National Beta School of Distinction. Some examples of research projects conducted at the school include Improving the Lives of Children with Peer Difficulties; Cross-Sectional Examination of Writing Quality in Elementary School Students: An Exploration of an Empirical Based Model of Writing Factors Across Grades 1 to 5; Mathematicians in the Making: Building Fluency through Games; Flexible Seating in the Classroom; and Reciprocal Teaching and Adolescent Characteristics.

By state statute, a charter school must be governed by a not-for-profit corporation under a charter with a sponsor. FAU-Treasure Coast University Schools, Inc. ("TCUS"), is the not-for-profit that governs the Palm Pointe school, and Florida Atlantic University serves as the school sponsor. Dr. Joel Herbst, the Superintendent of Schools for the Florida Atlantic University School District, serves as CEO of the TCUS board.

On September 16, 2006, FAU and TCUS entered into charter agreement for the operation of the school. That charter agreement expires on June 30, 2021. The charter agreement provides that if certain conditions relating to the successful operation of the school have been met, the parties intended that the charter be renewed for another fifteen-year term. All of the agreed upon conditions for renewal have been met, and the parties desire to continue the successful agreement.

#### **IMPLEMENTATION PLAN/DATE**

The Renewal of the Charter Agreement would go into effect July 1, 2021 and run through June 30, 2036.

#### **FISCAL IMPLICATIONS**

N/A. Pursuant to the terms of the 2006 agreement, TCUS is exclusively responsible for all costs and operations of the school. Those terms are unchanged in the proposed renewal.

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**Supporting Documentation:** Proposed Renewal of the Charter Agreement Between FAU and Treasure Coast University Schools, Inc.

September 16, 2006 Charter Agreement Between FAU and Treasure Coast University Schools, Inc.

**Presented by:** Mr. David Kian, Vice President & General Counsel

**Phone:** 561-699-1303

**THIS RENEWAL OF THE CHARTER AGREEMENT** (the “Renewal”) is made and entered into on the last date signed below (the “Effective Date”), by and between **THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES** (“FAU”), and **FAU – TREASURE COAST UNIVERSITY SCHOOLS, INC.**, a Florida not-for-profit corporation (“TCUS, Inc.”).

**WHEREAS**, FAU and TCUS, Inc. entered into that certain Charter Agreement dated September 16, 2006 (the “Charter”), as it may have been renewed and/or amended, for the purposes of creating and maintaining a developmental research charter school pursuant to section 1002.33(5)(a)2, F.S.; and

**WHEREAS**, the parties desire to renew the Charter as set forth herein.

**NOW THEREFORE**, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**WITNESSETH**

- 1. Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Renewal.** The Charter Agreement is set to expire on June 30, 2021. Pursuant to Article 1.03 of the Charter and the terms and conditions set forth therein, the parties agree to renew the Charter for an additional 15-year period, ending on June 30, 2036.
- 3. Ratification; Conflict; Capitalized Terms.** Except as modified hereby, all the terms, covenants and conditions of the Charter shall remain in full force and effect and are hereby ratified and affirmed. In the event of a conflict between the terms of this Renewal and the Charter, the terms of this Renewal shall control. All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Charter.
- 4. Signatures.** The parties represent and warrant that any person signing the Charter has the authority to do so and that such signature shall be sufficient to bind each party. The Charter may be signed electronically and shall be considered signed if/when a party’s signature is delivered by facsimile or e-mail transmission of a “.pdf” format date file, including via DocuSign. Such signature shall be treated in all respects as having the same force and effect as an original.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**[SIGNATURE PAGE TO RENEWAL AGREEMENT BETWEEN FAU AND TCUS, INC.]**

The duly authorized representatives of the parties have affixed their signatures as of dates set forth below:

FOR TCUS, Inc.:

**FAU – TREASURE COAST UNIVERSITY SCHOOLS, INC.**

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BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR FAU:

**THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Charter between the Board of Trustees of Florida Atlantic University and FAU-Treasure Coast University Schools, Inc.**

This agreement between the sponsoring entity, the Florida Atlantic University Board of Trustees, a university board of the State of Florida University System constituted as provided in Article IX, Section 7 of the Florida Constitution ("FAU"), and FAU-Treasure Coast University Schools, Inc., a Florida not-for-profit corporation ("TCUS, Inc."), is entered into for the purposes of creating and maintaining a developmental research charter school ("DRCS") pursuant to section 1002.33(5)(a)2, Florida Statutes. FAU operates the A. D. Henderson University School and the FAU High School, developmental research schools ("DRS") established pursuant to section 1002.32, Florida Statutes. Pursuant to section 1011.24, Florida Statutes, the DRS is a special school district for the purposes therein set forth. Pursuant to section 1102.33(5)(a)2, Florida Statutes, FAU is issuing this Charter to TCUS, Inc. with the express intent of preserving rights and obligations reserved for the DRS in all applicable statutes. FAU shall support TCUS, Inc. consistent with its historical practice and in accordance with those DRS requirements necessary to insure continuation of the mission of, and the receipt of funding from all funding sources available by law to, DRS schools.

TCUS, Inc. shall operate a grades K-12 DRCS regional school of choice, providing a venue for educational research, curriculum innovation, educator development, and statewide reform efforts. TCUS, Inc. shall also promote excellent instruction for its students and project its continuing service mission.

It is the intent of the parties that this agreement is subject to the provisions of Section 1002.33, Florida Statutes, and shall constitute the Charter. Any reference herein to a particular section of the Florida Statutes shall be considered to mean as amended.

### **ARTICLE I – GENERAL PROVISIONS**

- 1.01 **Term and Effective Date:** This Charter shall become effective on the last date hereinafter stated upon which a party to this Charter executes it, and shall cover a term of approximately 15 years, ending on June 30, 2021.
- 1.02 **Timetable for Implementation:** Initial operation of the DRCS shall commence at the beginning of the 2008-09 school year.
- 1.03 **Charter Renewal:** This Charter may be extended or renewed by mutual written agreement of FAU and TCUS, Inc. to the extent authorized by law. If none of the events described in Section 1.05 hereof has occurred, and TCUS, Inc. has been operating the DRCS for two years, and during such time TCUS, Inc. has demonstrated exemplary academic programming and fiscal management, it is the express intent of FAU and TCUS, Inc. that this Charter shall, at such time, be renewed for an additional 15-year period ending on June 30, 2036.

- 1.04 **Charter Modification:** This Charter may be modified at any time during its initial term or any renewal term by mutual written agreement of FAU and TCUS, Inc., to the extent authorized by law.
- 1.05 **Non-renewal:** At the end of the initial term of this Charter or any renewal term, FAU may choose not to renew this Charter upon any of the following grounds:
- 1.05.1 **Student performance:** Failure to meet the requirements for student performance as stated in this Charter;
- 1.05.2 **Fiscal management:** Failure to meet generally accepted standards of fiscal management;
- 1.05.3 **Violations:** Violations of law; or
- 1.05.4 **Other:** Other good cause shown.
- 1.06 **Emergency Termination:** This Charter may be terminated immediately by FAU if FAU determines that good cause has been shown, or if the health, safety, or welfare of the students is threatened. In such event, FAU shall assume emergency operation of the DRCS. The governing body of TCUS, Inc. may, within 14 business days from its receipt of the decision of FAU to terminate the Charter pursuant to this Section 1.06, submit in writing an appeal of that decision to the State Board of Education pursuant to the procedure established in section 1002.33(6), Florida Statutes.
- 1.07 **Termination of Charter:** During the term of this Charter, FAU may terminate this Charter for any of the grounds listed in Section 1.05 of this Article.
- 1.08 **Notice of Non-renewal or Termination by FAU:** If FAU intends not to extend, not to renew, or to terminate this Charter (other than as provided in Article 1.06), it shall notify the governing body of TCUS, Inc. of its proposed action in writing at least 360 days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and shall stipulate that the governing body of TCUS, Inc. may, within 14 business days of receiving the notice, request in writing an informal hearing before FAU. If such hearing is requested, FAU shall conduct the informal hearing within 30 days of receiving such request. If, as a result of the informal hearing, FAU upholds its previous decision not to extend, not to renew, or to terminate this Charter, the governing body of TCUS, Inc. may, within 14 business days from its receipt of FAU's decision, submit in writing an appeal of that decision to the State Board of Education pursuant to the procedure established in section 1002.33(6), Florida Statutes.
- 1.09 **Notice of Non-renewal by TCUS, Inc.:** If TCUS, Inc. desires that this Charter not be extended or renewed upon its expiration, it shall notify FAU in writing at least 360 days

prior to the expiration of this Charter of its desire that this Charter not be extended or renewed.

- 1.10 **Dissolution of School:** If this Charter expires and is not extended, not renewed, or is terminated, the DRCS shall be dissolved under the provisions of law under which the DRCS was organized, and any unencumbered funds of the DRCS, and all equipment and property purchased with university public funds, shall revert to the ownership of FAU.
- 1.11 **School's Debts:** If this Charter expires and is not extended, not renewed, or is terminated, the remaining debts of TCUS, Inc., if any, shall be paid in accordance with section 1002.33, Florida Statutes, and other applicable provisions of law. FAU shall not assume the debt arising from any contract for services made between the governing body of TCUS, Inc. and a third party, except for a debt that FAU and the governing body of TCUS, Inc. have previously detailed and agreed in writing would be paid by FAU, and that may not reasonably be assumed to have been satisfied by the district.
- 1.12 **Enrollment of Students Following Charter Non-extension, Non-renewal, or Termination:** If this Charter expires and is not extended, not renewed, or is terminated, a student who then attends the DRCS may re-enter a public school in accordance with the student's Individual Education Plan ("IEP") and federal and state law pertaining to exceptional student education.
- 1.13 **Statutory Requirements:** TCUS, Inc. and FAU shall comply with the provisions of section 1002.33, Florida Statutes, relating to charter schools. TCUS, Inc. shall comply with Chapter 119, Florida Statutes, relating to public records, and section 286.011, Florida Statutes, relating to public meetings, as well as all applicable federal, state, and local laws, including but not limited to those relating to health, safety, welfare, and civil rights.
- 1.14 **Annual Report:** TCUS, Inc. shall make an annual progress report to FAU, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as any other annual school accountability report is required. The report shall contain at least the following information:
  - 1.14.1 **Goals:** The progress of TCUS, Inc. toward achieving the goals outlined in this Charter.
  - 1.14.2 **Annual school report:** The information required in the annual school report pursuant to section 1002.33(9), Florida Statutes.
  - 1.14.3 **Financial records:** Financial records of TCUS, Inc., including revenues and expenditures.
  - 1.14.4 **Salary and benefits:** Salary and benefit levels of the employees of TCUS, Inc.

- 1.15 **Governance Structure of TCUS, Inc.:** TCUS, Inc., as operator of the DRCS, is organized as a Florida corporation not-for-profit. TCUS, Inc. shall contract for services as necessary with public and or private entities as necessary to fulfill the obligations and intentions of this Charter.

## **ARTICLE II – ACADEMIC ACCOUNTABILITY**

- 2.01 **Mission:** TCUS, Inc. shall implement its mission and related educational programs as specified in “Charter Goals,” attached hereto as Appendix A.
- 2.02 **Achievement:** TCUS, Inc. shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in Appendix A.
- 2.03 **Methods and assessment:** The parties agree that methods used to identify the educational strengths and needs of students and their educational goals and performance standards are set forth in Appendix A. Students attending the DRCS shall participate in the statewide assessment programs at least to the extent required by law or rule.
- 2.04 **Nonsectarian programs and operations:** The programs and operations of the DRCS shall be nonsectarian.

## **ARTICLE III – STUDENTS**

- 3.01 **Community:** The parties agree that the community to be served by this Charter is defined as students in grades K-12 who may reside in St. Lucie County, Florida as well as foreign exchange or other special population students from other contiguous counties as required for a demographic balance that is representative of the public school population of Florida.
- 3.02 **Equity:** The DRCS shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, known as “The Florida Educational Equity Act.”
- 3.03 **Exceptional Student Education:** As with other students in other public schools and as provided in section 1002.32(3)(e), Florida Statutes if it is determined by staff or contracted staff of TCUS, Inc. at an IEP meeting that the needs of a student with disabilities cannot be met by the DRCS, that student shall be withdrawn from the DRCS to be re-enrolled at the student’s home district public school having appropriate programs and services.
- 3.04 **Nonsectarian Admissions Policies:** The DRCS admissions policies shall be nonsectarian.
- 3.05 **Enrollment Process:** The DRCS shall enroll any eligible student for whom a timely application is submitted within the constraints of demographic representation as defined in law, rule, or policy, unless the number of applications exceeds the capacity of a demographic grouping, program, class, grade level, or building. The maximum number of



students to be accommodated by the DRCS is 2000 students\* with approximate distribution by grade grouping as follows:

Grades K-5 1000 students

Grades 6-8 600 students

Grades 9-12 400 students\*

**\*For future consideration when a decision regarding the high school is concluded.**

In the event that the number of applications exceeds such capacity, all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with the selection procedures mandated by all applicable law, rule, or policy relating to a DRS or a DRCS. Provided further, however, upon request of TCUS, Inc., FAU may authorize in writing an increase in the capacity of the DRCS not to exceed 200 students on a temporary basis not to exceed one school year, subject to the terms and conditions herein.

DRCS admission preference shall also be extended to eligible siblings of students enrolled in the DRCS and to children of employees of the DRCS and TCUS, Inc., in accordance with admissions guidelines. Applicants who are not invited to enroll as a result of the random selection process shall be placed on a waiting list, in the order of their random selection, and shall remain on such waiting list for subsequent grade levels for the school year until they are enrolled in the school, unless their parents have them removed from the waiting list, or if no appropriate openings occur.

- 3.06 **Health and Immunization:** Enrollment is subject to the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
- 3.07 **Dismissals:** The dismissal of any students shall occur in accordance with the policies and procedures described in the DRCS Code of Student Conduct.

#### **ARTICLE IV – FINANCIAL ACCOUNTABILITY**

4.01 **Operational Funding:**

- 4.01.1 **Operating Revenue:** The DRCS shall be operationally funded pursuant to section 1002.32, Florida Statutes, and other applicable sections of law. The basis of the operational funding shall be the sum of the DRS operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, the General Appropriations Act, and all applicable categorical funds, grants, and other funds.

FAU shall receive the operating funds from the Florida Department of Education (DOE) as provided in state statutes and university policies and within 10 days of receipt transfer the total authorized operating funds received to an account designated for TCUS, Inc. for uses authorized by statute, rule, and policy. FAU may charge up to 5% of the operating revenue received through the base FEFP to

provide for administrative costs, faculty support, data services, travel and related costs directly related to the supervision and support of the DRCS.

The DRCS, through TCUS, Inc., shall be responsible for collecting and reporting data necessary to project, receive, and account for state and other funds, utilizing generally accepted accounting principles and practices. TCUS, Inc. shall develop and administer such policies and procedures as are necessary to ensure compliance with applicable law, including but not limited to section 1002.32(9), Florida Statutes, and applicable rules or policies.

- 4.01.2 **Internal Revenue:** TCUS, Inc. may collect and disburse such internal funds and fees, including but not limited to the student activity fee as authorized by section 1002.32(5), Florida Statutes, as prescribed by law, rule, or policy within the administrative oversight of FAU. TCUS, Inc. shall administer policies and procedures necessary to insure compliance with law, rule, and policy, and shall utilize generally accepted accounting principles and practices.

#### 4.02 **Capital Funding:**

- 4.02.1 **Capital Revenue:** The DRCS shall be entitled to at least two types of capital revenue based on number and grade groupings of attending students as described in section 1002.32, Florida Statutes, as amended: (1) DRS capital funds pursuant to section 1002.32(9)(e) and (f), Florida Statutes, and (2) charter school capital outlay funds pursuant to sections 1002.33(19) and 1013.62, Florida Statutes. These funds may be supplemented, but not supplanted, by donations, grants, and other financial sources.

FAU shall receive the charter capital funds and applicable DRS capital funds from the DOE or Board of Governors (BOG), as appropriate, and within 10 days of receipt shall transfer the total capital funds received to TCUS, Inc., or its assignee as required by any capital financing arrangement, to lease, remodel, renovate, or construct facilities as prescribed in applicable law, rule, or policy.

- 4.02.2 **Property Development:** It is anticipated that the capital revenue funds shall be provided to TCUS, Inc. to provide nominal payment for a long-term lease for the school site and related proposed new school facility not provided by the 15 million dollar legislative appropriation to FAU for this purpose. In the event the new school is not constructed, funds will revert as provided by statute. In the event the new school is completed and the amount of capital funding received exceeds that which is required to maintain the lease, TCUS, Inc. may utilize the funds to provide additional facilities for the DRCS, make capital improvements to the existing plant, or enter into joint post-secondary use or other collaborative agreements for the enhancement or extension of public education, including but not limited to the type of agreement contemplated by Section 235.195, Florida Statutes.

**4.02.3 Facilities Ownership:** It is anticipated that the proposed new school facilities shall be owned by FAU and the School Board of St. Lucie County (“SBSLC”). TCUS, Inc. shall have the right to lease such property for its operation during the term of this Charter, but shall allow other organizations appropriate usage when practically available as determined by policy of TCUS, Inc. Provided further, however, that any such users of the facilities shall be responsible for the reasonable costs of operation, maintenance, security, damage, depreciation, and insurance coverage associated with such use and as provided by policy of TCUS, Inc.

**4.02.4 Maintenance of School Plant and Facilities:** As operator of the DRCS, TCUS, Inc. shall be responsible for reasonable maintenance and repair of the facility. It is anticipated that structural repairs and maintenance of the exterior portions of the building, permanent improvements and appurtenances, including but not limited to roofs, water and sewer pipes, heating, ventilation and air conditioning equipment shall be the responsibility of the facility owners as provided in a joint facilities development, maintenance and disposal agreement between FAU and SBSLC. TCUS, Inc. shall be further responsible for repair and maintenance of telecommunications equipment, minor interior furnishings, and fixtures. TCUS, Inc. shall be financially responsible for cleaning the buildings and grounds, replacing worn out or broken items, as well as for janitorial supplies and consumable supplies. TCUS, Inc. may contract with FAU, SBSLC, other public entities, or private firms to perform any of the DRCS maintenance obligations for such compensation as is mutually agreeable to the parties to any such contract.

**4.02.5 Reverter:** In the event TCUS, Inc. is dissolved or is otherwise terminated, any unencumbered funds of the DRCS, and all equipment and property purchased with university public funds, shall revert to the ownership of FAU, and all equipment and property purchased with SBSLC funds, shall revert to the ownership of SBSLC, subject to any lien or encumbrance in favor of any other obligation of TCUS, Inc. being satisfied. In the event that any capital obligation remains to be satisfied, FAU then SBSLC shall have first options to satisfy such obligation, but neither FAU, SBSLC, nor the State shall be responsible for any such obligation incurred by TCUS, Inc.

**4.03 Administration and Management:**

**4.03.1 Fees:** TCUS, Inc. may charge fees in accordance with section 1002.32(5), Florida Statutes, other applicable laws, and lawful policies established by TCUS, Inc.

**4.03.2 Disbursements:** FAU shall use reasonable efforts to enable TCUS, Inc. to receive timely disbursements. Each payment shall be issued no later than 10 business days after FAU receives a distribution of applicable federal or state funds. If a warrant for payment of a scheduled disbursement is not issued within 10 business days after the receipt of funding by FAU, FAU shall pay to TCUS, Inc., in addition to the

amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the required payment period until such time as the warrant is issued, or the maximum rate allowed under Florida law, whichever is less.

- 4.03.3 **Payroll:** The total payroll costs to TCUS, Inc. associated with contracting employees such as administrators, faculty, and staff (including but not limited to salaries, benefits, FICA, and Medicare) employed by FAU, SBSLC or another entity shall be calculated each month and deducted from the FEFP funds that would otherwise be disbursed to TCUS, Inc. All other charges paid to FAU by TCUS, Inc. shall be disbursed by TCUS, Inc. within 30 days after receipt of a valid invoice from FAU.
- 4.03.4 **Services provided by FAU and/or SBSLC:** FAU and/or SBSLC may charge TCUS, Inc. for additional services, provided, however, that FAU or SBSLC and TCUS, Inc. agree in writing prior to FAU or SBSLC rendering such services that TCUS, Inc. shall be so charged. All charges to be paid to FAU or SBSLC by TCUS, Inc. shall be paid by FAU or SBSLC submitting appropriate monthly invoices to TCUS, Inc.
- 4.03.5 **Services provided by TCUS, Inc.:** TCUS, Inc. may charge FAU and /or SBSLC for costs related to TCUS, Inc. providing services for special purposes or for housing FAU or SBSLC employees who are not employees or contractors of TCUS, Inc., provided, however, that FAU or SBSLC and TCUS, Inc. agree in writing prior to TCUS, Inc. rendering such services that FAU or SBSLC shall be so charged. All charges to be paid to TCUS, Inc. by FAU or SBSLC shall be paid by TCUS, Inc. submitting appropriate monthly invoices to FAU or SBSLC.
- 4.03.6 **Audits:** TCUS, Inc. agrees to submit to annual audits in compliance with federal, state, and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered. The audit shall be conducted by FAU, by an independent auditor, or by the Auditor General. TCUS, Inc. further agrees to provide FAU with a copy of such audit and the corresponding response to its findings. FAU reserves the right to perform additional audits as part of FAU's financial monitoring responsibilities as FAU deems necessary. FAU shall notify TCUS, Inc. of this procedure in a timely manner consistent with the notification given to other FAU units.
- 4.03.7 **Monitoring:** Pursuant to Florida law requiring FAU to monitor TCUS, Inc. in its progress towards the goals established in this Charter, and to monitor the revenues and expenditures of TCUS, Inc., the parties agree that such monitoring shall occur at FAU's expense on an annual basis.

- 4.04 **Insurance:** Contracted FAU employees serving the DRCS are protected by the immunities of section 768.28, Florida Statutes. TCUS, Inc. shall carry and provide proof of insurance for the following levels of coverage, which may be contracted for with FAU, with the State, or with private providers as necessary:
- 4.04.1 **General liability:** General liability insurance with coverage limits as are appropriate considering the limitations established in Section 768.28, Florida Statutes, and excess liability insurance;
  - 4.04.2 **Workers' compensation:** Workers' compensation insurance in the amounts required by state law and rule;
  - 4.04.3 **Fire, casualty, and theft:** Fire, casualty, and theft insurance coverage for the personal property of TCUS, Inc., if applicable; and
  - 4.04.4 **Fidelity/Dishonesty:** Fidelity/dishonesty insurance with a coverage limit of at least \$50,000.
- 4.05 **Food service:** TCUS, Inc. may contract with FAU, SLCSB, other governmental entities or with private firms for the provision of food service for students under terms and conditions that are mutually agreeable to both FAU and TCUS, Inc.
- 4.06 **Security:** Security may be contracted including a School Resource Officer and/or other security support as necessary through an agreement with FAU, SBSLC or local law enforcement entities as agreed.
- 4.07 **Surplus:** TCUS, Inc. shall have equal right to FAU's surplus furniture, equipment, software, materials, or other items, as do university departments, state agencies, and nonprofit organizations, and shall have the right to acquire surplus property items prior to FAU making them available to the general public or disposing of them in another manner.
- 4.08 **Use of names:** TCUS, Inc. may use FAU's non-exclusively licensed seals and symbols, in the manner authorized by the FAU president, to identify the university's affiliation with the DRCS.
- 4.09 **Other Services:** TCUS, Inc. may contract with FAU, SBSLC or other entities for the provision of other services, facilities, or programs.

#### **ARTICLE V – HUMAN RESOURCES**

- 5.01 **Employment:** TCUS, Inc. shall acquire DRCS administrators, faculty, and staff subject to all terms and conditions provided by law, rule, or policy, and any applicable collective bargaining agreements. Personnel employed at the DRCS during the 2008-2010 school

years may be contracted employees of FAU, SBSLC or other entities on assignment to the DRCS or through appropriate master service or similar agreements.

- 5.01.1 **Nonsectarian employment policies:** TCUS, Inc. agrees that its employment policies and practices shall be nonsectarian.
- 5.01.2 **Qualifications:** The teachers assigned to the DRCS shall be certified as required by section 1012.32, Florida Statutes, or may be skilled selected non-certified personnel employed to provide instructional services or to assist instructional staff members as teaching assistants in the manner provided in section 1012.5, Florida Statutes.
- 5.01.3 **Suspension or revocation:** TCUS, Inc. may not employ an individual to provide instructional services or to serve as a teaching assistant if the individual's certification or license as an educator has been suspended or revoked in this State or in any other state.
- 5.01.4 **Disclosure:** TCUS, Inc. agrees to disclose to the parents the qualifications of its teachers.
- 5.01.5 **Employment practices and procedures:** TCUS, Inc. shall implement the practices and procedures for hiring, dismissal, salaries, contracts, benefit packages, and all other terms and conditions of employment required by law, rule, policy, and any applicable collective bargaining agreement.
- 5.01.6 **Fingerprinting:** All administrators, faculty, and staff employed by or assigned to TCUS, Inc. are required to comply with the fingerprinting requirements of section 1012.32, Florida Statutes.
- 5.01.7 **Anti-discrimination:** TCUS, Inc. shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, known as the Florida Educational Equity Act.
- 5.02 **Contracted Staffing:** TCUS, Inc. may contract with FAU, SBSLC, or with any other public or private entity, for such managerial, instructional, security, support, or other services as it deems necessary.
- 5.03 **Collective Bargaining:** The personnel employed at the DRCS shall have the right to bargain collectively as public employees as provided by law and any applicable collective bargaining agreement with the contracting entity.
- 5.04 **Training:** The DRCS administrators, teachers and staff may participate in training conducted by FAU, SBSLC or any other contracting entity and FAU, SBSLC and other contracting entities may participate in training conducted by TCUS, Inc. New contracted

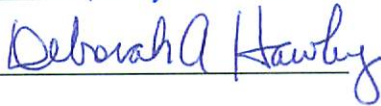
teachers who are assigned to or employed by TCUS, Inc. may participate in the appropriate entities' orientation program at no charge as agreed by all appropriate parties.

**WHEREFORE** the parties have executed this agreement on the dates indicated below:

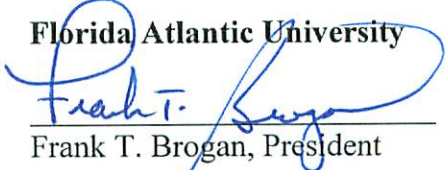
**FAU-Treasure Coast University Schools, Inc.**

By:   
It's CEO

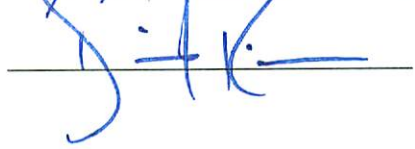
Date: 9/16/06


Attest 

**Florida Atlantic University**

By:   
Frank T. Brogan, President

Date: 9/16/06

Attest 

APPROVED AS TO FORM  
AND LEGALITY  
  
General Counsel  
Florida Atlantic University

## APPENDIX A

### CHARTER GOALS

#### I. INSTRUCTION

- A. **State Tests:** The DRCS will, in future years, strive to improve test scores as measured by the Florida Comprehensive Achievement Test using the current trends as a baseline, realizing the variables inherent in an admissions process dependent on student demographic representation.
- B. **Innovative Curriculum:** The DRCS will, in future years, introduce innovative curriculum models and report results on student performance.

#### II. RESEARCH AND DEVELOPMENT

- A. **University/DRCS Collaboration:** The DRCS will, in future years, collaborate in FAU's research agenda with an emphasis on continued increases in grant funding, enhancements in educational research, and teacher demonstration and preparation.
- B. **Reform Agenda:** The DRCS will, in future years, extend and project the State of Florida's K-12 Reform Agenda.

#### III. SERVICE

- A. **Presentations, Articles, and Training:** The faculty, staff, and administrators of the DRCS will, in future years, provide presentations, articles, and training as documented in the FAUS Research and Grant Activity Reports.
- B. **Leadership and Support:** The DRCS will, in future years, extend services to the community, state, and nation in a variety of leadership and support roles.